

CITY OF MIDLAND, TEXAS
BRIEFING SESSION AGENDA
October 08, 2013 - 9:30 AM
BASEMENT CONFERENCE ROOM
300 North Loraine
Midland, Texas

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

1. Receive an update from Communications and Information Systems regarding Enterprise Resource Planning and Departmental initiatives.

AGENDA FOR CITY COUNCIL MEETING
October 08, 2013 – 10:00 AM
Council Chamber - City Hall

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

OPENING ITEMS

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

PRESENTATIONS

3. Presentation of special events, organizations, individuals, or periods of time including, but not limited to:
 - a. Proclamation presented to the American Breast Cancer Society regarding "Pink Day".
 - b. Presentation of retirement commendation to Janice Jackson, William Anderson and Vincent Hancock.

PUBLIC COMMENT

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

CONSENT AGENDA

5. Consider a motion approving the following minutes:
 - a. Regular Meeting of September 24, 2013.
6. Consider a resolution nominating W. Wesley Perry 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) (2013 - 348)

7. Consider a resolution authorizing the execution of a contract for the purchase and installation of two (2) center pivot irrigation systems, plus related extra parts, for use at the City's Spraberry Farm from the sole bidder, Lamesa Irrigation Company, of Lamesa, Texas, at a total cost of \$154,481.32. (PURCHASING) (2013 - 349)
8. Consider a resolution authorizing the purchase of an annual supply of liquid anhydrous ammonia for treating City of Midland drinking water from Brenntag Southwest, Incorporated, at a total cost of \$213,400.00. (PURCHASING) (2013 - 350)
9. Consider a resolution approving the purchase of one (1) water truck tandem axle cab & chassis and two (2) refuse truck tandem axle cab & chassis' from Roberts Truck Center, of Midland, Texas, for \$358,600.00; and approving the purchase of one (1) refuse cart truck tandem axle cab & chassis from Rush Truck Center of Texas, L.P., through the Houston-Galveston Area Council, for \$157,960.00; total cost for the four (4) tandem axle cab & chassis' is \$516,560.00. (PURCHASING) (2013 - 351)
10. Consider a resolution authorizing issuance of a request for proposals for a City-Wide Enterprise Resource Planning System; and this software system shall address the replacement of the City's current Financial and Community Development Systems. (PURCHASING) (2013 - 352)
11. Consider a resolution authorizing issuance of a request for qualifications for a consultant to perform a Hydraulic Model Update and Evaluation of the City of Midland's existing water system for the Utilities Department. (PURCHASING) (2013 - 353)
12. Consider a resolution authorizing issuance of a request for qualifications for an Agronomic Compliance Consultant for the Utilities Department. (PURCHASING) (2013 - 354)
13. Consider a resolution authorizing advertisement for proposals to lease land at the Midland International Airport for the purposes and with the exclusive right of exploring, drilling, and operating for, producing and owning oil and gas; and approving an oil and gas lease; and determining that it is advisable to lease said land for the purposes and with the exclusive right of exploring, drilling, and operating for, producing and owning oil and gas; said advertisement for request for proposals shall be in conformity with Vernon's Texas Codes Annotated Chapter 71 of the Natural Resources Code. (PURCHASING) (2013 - 355)

14. Consider a motion authorizing the City Manager to negotiate and execute an agreement with the appropriate entity to allow artwork, and sculptural art and exhibits at the Midland International Airport. (CITY ATTORNEY)
15. Consider a resolution approving an Economic Development Agreement between the Midland Development Corporation and Midland College, as authorized by Chapters 504 and 501 of the Texas Local Government Code, as amended. (CITY ATTORNEY'S OFFICE) (2013 - 356)
16. Consider a resolution authorizing the acceptance of reimbursement funds from the Texas Department of State Health Services in the amount of \$55,815.00 to assist the Health and Senior Service Division with the delivery of local public health services; and authorizing the execution of acceptance documents. (COMMUNITY SERVICES) (2013 - 357)
17. Consider a resolution authorizing the acceptance of \$100,950.00 in reimbursement funds from the Texas Department of State Health Services to assist the Health and Senior Service Division with the delivery of public health emergency preparedness services; and authorizing the execution of acceptance documents. (COMMUNITY SERVICES) (2013 - 358)
18. Consider a resolution authorizing the acceptance of reimbursement funds from the Texas Department of State Health Services in the amount of \$150,358.00 to assist the Health and Senior Service Division with the delivery of immunizations; and authorizing the execution of acceptance documents. (COMMUNITY SERVICES) (2013 - 359)
19. Consider a resolution authorizing the acceptance of reimbursement funds from the Texas Department of State Health Services in the amount of \$19,789.00 to assist the Health and Senior Service Division with the delivery of Refugee Immunizations Services; authorizing the execution of acceptance documents; and appropriating funds. (COMMUNITY SERVICES) (2013 - 360)
20. Consider a resolution authorizing the Parks and Recreation Endowment Committee to extend the hours of the Kick-Off Cook-Off from 12:00 a.m. through 6:00 a.m. on Sunday, October 20, 2013 at the Scharbauer Sports Complex. (COMMUNITY SERVICES) (2013 - 361)
21. Consider a resolution approving the issuance of a permit to Endeavor Energy Resources, L.P. ("Operator") to drill an oil and gas well within the City Limits located 330 feet from the north line and 1,831 feet from the west line, Section 9, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas (Generally located on the north side of Passage Way, approximately 1,800 feet east of North Midkiff Road); and providing that said permit does not require a new Road Repair Agreement but shall be consolidated under an existing Road Repair Agreement. (DEVELOPMENT SERVICES) (2013 - 362)

22. Consider a resolution approving an amendment to the permit issued to Crownquest Operating, LLC ("Operator") to drill an oil and gas well within the City limits located 660 feet from the north line and 2,173 feet from the east line, Section 36, Block 39, T-1-N, T&P RR Co. Survey, City of Midland and Martin County, Texas (Generally located on the east side of the State Highway 349, approximately 3 miles north of Arapahoe Road); said amendment authorizes the well location to be moved 153 feet to the east for a new well location of 660 feet from the north line and 2,020 feet from the east line, Section 36, Block 39, T-1-N, T&P RR Co. Survey, City of Midland and Martin County, Texas. (DEVELOPMENT SERVICES) (2013 - 363)
23. Consider a resolution approving the Amended Bylaws of the Midland Tax Increment Reinvestment Zone No. 1 (TIRZ). (DOWNTOWN DEVELOPMENT) (2013 - 364)
24. Consider a resolution authorizing the execution of a Public Improvement Development Agreement with Universal Pressure Pumping, Inc. for development of Timberland Addition, City and County of Midland, Texas (Generally located along Industrial Avenue, approximately 1,000 feet west of Midland Drive); and appropriating funds in the amount of \$174,510.00 therefor; said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES) (2013 - 365)
25. Consider a resolution authorizing the execution of an addendum to the Public Improvement Development Agreement with Brighton Country Development, LLC for development of Cross Pointe Addition; said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES) (2013 - 366)
26. Consider a resolution authorizing the City Manager to advertise a Request for Qualifications for professional services for firms to provide engineering designs and studies on an as-needed basis; authorizing the City Manager to negotiate Professional Services Agreements for said services; and providing that said agreements shall not become effective until approved by the City Council. (ENGINEERING SERVICES) (2013 - 367)
27. Consider a resolution authorizing the renewal of the contract with TEC Excavation, Inc. for the Water, Wastewater and Fire Hydrant Taps Project for one (1) additional six (6) month term; and appropriating \$500,000 therefor. (ENGINEERING SERVICES) (2013 - 368)

28. Consider a motion on a request by Schumann Engineering Company, Inc. for the Llano Estacado Addition - Section 3, to approve items requested for deferral and to waive the associated public improvement guarantee in the amount of \$369,153.00. The subject property is located between Avalon Drive and Golden Gate Road approximately 850' south of Mockingbird Lane. (ENGINEERING SERVICES)
29. Consider a motion for Country Sky Addition, to approve a blanket deferral agreement and to waive the associated public improvement guarantee. (ENGINEERING SERVICES)
30. Consider a resolution authorizing a Right-of-Way License between the City of Midland, Texas and Vitol Midstream Pipeline LLC; said Right-of-Way License is for entering the City of Midland's right-of-way for the purpose of placing, installing, constructing, operating, repairing, maintaining, replacing and removing one (1) pipeline, for the transportation of oil and gas materials and to have the right of ingress and egress at convenient points for such purpose; the pipeline is located within the City of Midland right-of-way, Sections 4, 9, 16, and 21, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas; the license term is for twenty (20) years, commencing with the date of this license and shall automatically renew at the end of the term for one additional twenty (20) year term upon 90 days written request prior to expiration. (ENGINEERING SERVICES) (2013-371)
31. Consider a resolution authorizing renewal of an Operating Certificate for Big John's Limo Service; setting forth conditions accompanying the certificate; and establishing the terms of the certificate. (POLICE) (2013 - 369)
32. Consider a resolution authorizing the execution of a six-month Right of Way License with Dawson Geophysical Company, for seismic testing across city-owned property in Block 38-1-S, Section 44, and Block 38-2-S, Sections 4, 5, 8, 9 and 10, Midland County, Texas, near the Water Pollution Control Plant. (UTILITIES) (2013 - 370)

SECOND READINGS

33. Consider an ordinance on second reading vacating and abandoning a 0.703-acre portion of Baca Circle, a 0.103-acre portion of Baca Street, a 0.181-acre portion of Cerrillos Avenue, a 0.57-acre portion of Cerrillos Court, a 0.123-acre portion of Conquistador Court, a 0.014-acre portion of Gallop Court, a 0.002-acre portion of Guadalupe Street, a 0.614-acre portion of Magellan Street, a 0.409-acre portion of San Francisco Avenue, a 0.079-acre portion of St. Michael Court, and a 1.301 acres of adjacent alleys, all out of Adobe Meadows, Sections 1, 3, 4 and 5, City and County of Midland, Texas (Generally located on the east side of State Highway 349, north of the east extension of Mockingbird Lane); adopting the appraisal by the City Manager of \$12,502.00; waiving the fee for the cost of

the right-of-way; and ordering recordation by the City Secretary. (DEVELOPMENT SERVICES)(First reading held September 24, 2013)(9182)

34. 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 1.612-acre portion of Lot 7, Block 3, Gateway Plaza, Section 2, City and County of Midland, Texas, which is presently zoned O-1, Office District, to be used as an O-2, Office District (Generally located on the north side of Starboard Drive, approximately 350 feet east of South Tradewinds Boulevard); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES)(First reading held September 24, 2013)(9184)
35. 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 0.938-acre portion of Lot 2, Block 2, Wallco Addition, Section 3, City and County of Midland, Texas, which is presently zoned O-2, Office District, to be used as an LR-2, Local Retail District (Generally located on the southwest corner of the intersection of North Big Spring Street and Veterans Airpark Lane); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES)(First reading held on September 24, 2013)(9185)
36. Consider an ordinance on second reading changing the zoning use classification of the property described as a 3,038 square foot portion of Lot 19a, Block 5, North Park, Section 16, City and County of Midland, Texas (Generally located on the north side of West Loop 250 North, approximately 750 feet west of Whitman Drive), which is presently zoned PD, Planned District for a Shopping Center, by permitting said property to be used under a Specific Use Permit with Term for the sale of all alcoholic beverages in a restaurant for on-premises consumption; making said permit subject to certain conditions and restrictions contained herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES)(First reading held on September 24, 2013)(9186)
37. 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 Lots 1-11 and Lots 26-28, Block 1, and Lots 1-13, Block 2, Adobe Meadows, Section 1, and Lots 10-12, the west 0.109 acres of Lot 13, and the west 2.967 acres of Tract "A", Block 8, Adobe Meadows, Section 3, City and County of Midland, Texas, which is presently zoned 2F, Two-Family Dwelling District, to be used as a 1F-3, One-Family Dwelling District; by permitting Lots 5-10, Block 9, Adobe Meadows, Section 4, City and County of Midland, Texas,

which is presently zoned 2F, Two-Family Dwelling District, to be used as a 1F-2, One-Family Dwelling District; by permitting the east 0.058 acres of Lot 13, Lots 14-16, and the east 4.057 acres of tract "A", Block 8, Adobe Meadows, Section 3, City and County of Midland, Texas, which is presently zoned PD, Planned District for a Housing Development, to be used as a 1F-3, One-Family Dwelling District (Generally located on the east side of State Highway 349, north of the east extension of Mockingbird Lane); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES)(First reading held on September 24, 2013)(9187)

38. Consider an ordinance on second reading adopting a site plan for a 10.79-acre tract of land out of Section 1, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas (Generally located on the east side of South Lamesa Road, approximately 1,000 feet north of East Interstate Highway 20); subject to the following conditions and restrictions; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES)(First reading held September 24, 2013)(9188)
39. Consider an ordinance on second reading vacating and abandoning a 2.40-acre drainage easement and a 6.32-acre drainage easement within the San Francisco Avenue, Rodeo Street, Magellan Street and Mockingbird Lane rights-of-way, all out of Adobe Meadows, Sections 3 and 5, City and County of Midland, Texas (Generally located on the east side of State Highway 349, north of the east extension of Mockingbird Lane); adopting the appraisal by the City Manager of \$29,589.00; waiving the fee for the cost of the drainage easements; and ordering recordation by the City Secretary. (DEVELOPMENT SERVICES)(First reading held on September 24, 2013)(9189)

PUBLIC HEARINGS

40. At approximately 10:30 A.M. hold a public hearing and consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 1A, Block 5, and Lots 2A-5A and 7A, Block 4, Bizzell-Kiser, Section 5, and Lot 6B, Block 4, Bizzell-Kiser, Section 6, and a 0.45-acre portion of Tract 4, Bizzell-Kiser, and Lots 10A-16A, Block 7, Bizzell-Kiser, Section 5, and a 0.145-acre portion of Tract 7, Bizzell-Kiser, and all of Block 3, Bizzell-Kiser, Sections 4 and 5, and Lots 1A, 10A-12A, Block 4, Bizzell-Kiser, Section 5, and Lots 8B and 9B, Block 4, Bizzell-Kiser, Section 6, and Lot 2A, Block 5, Bizzell-Kiser, Section 5, and Lots 1A-3A, 5A-9A, 12A-22A, Block 6, Bizzell-Kiser, Section 5, and Lots 10A and 11A, Block 6, Bizzell-Kiser, Section 4, and a 0.166-acre portion of Tract 6, Bizzell-Kiser, and Lots 1A and 2A, Block 7, Bizzell-Kiser, Section 4, and Lots 3A-9A, Block 7, Bizzell-Kiser, Section 5, and a 0.656-acre portion of Tract 7, Bizzell-Kiser, and Lots 1A-4A, Block 9, Bizzell-Kiser, Section 4, and a 0.45-acre portion of Tract 9, Bizzell-Kiser, and all

of Block 10, Bizzell-Kiser, Section 4, and Lots 1A-7A, Block 11, Bizzell-Kiser, Section 4, and Lot 8A, Block 11, Bizzell-Kiser, Section 5, and a 0.87-acre portion of Tract 11, Bizzell-Kiser, and all of Block 12, Bizzell-Kiser, Section 4, and Lots 1A-21A, Block 13, Bizzell-Kiser, Section 7, and Lots 22B and 23B, Block 13, Bizzell-Kiser, Section 8, and Lots 1A-18A, Block 14, Bizzell-Kiser, Section 4, and a 0.18-acre portion of Tract 14, Bizzell-Kiser, and Blocks 45 and 46, Belmont Addition, and all adjacent and previously vacated rights-of-way, City and County of Midland, Texas, and more specifically described in Section One hereof, which is presently zoned MH, Manufactured Home Dwelling District, in part, and 1F-3, One-Family Dwelling District, in part, to be used as a PD, Planned District for a Housing Development (Generally located south of East Gist Avenue, between South Main Street and South Terrell Street); providing for such use to be subject to certain special conditions and restrictions as set out herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9190)

41. At approximately 10:33 A.M. hold a public hearing and consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas, which is presently zoned PD, Planned District for a Recreation Center, to be used as a PD, Planned District for a Shopping Center (Generally located near the northwest corner of the intersection of North Loop 250 West and Holiday Hill Road); providing for such use to be subject to certain special conditions and restrictions as set out herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9191)
42. At approximately 10:36 A.M. hold a public hearing and consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 1, Block 3, Lindsay Acres 2nd Section Addition, City and County of Midland, Texas, which is presently zoned LR-2, Local Retail District, to be used as a PD, Planned District for a Shopping Center (Generally located on the corner of Rankin Highway and Stokes Avenue); providing for such use to be subject to certain special conditions and restrictions as set out herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9192)
43. At approximately 10:39 A.M. hold a public hearing and consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting a 40.181-acre tract of land out of Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, which is presently zoned AE, Agriculture Estate District, to be used as a 1F-1,

One-Family Dwelling District (Generally located between Golden Gate Drive and Avalon Drive, approximately 130 feet north of Gladiola Avenue); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9193)

44. At approximately 10:42 A.M. hold a public hearing and consider an ordinance changing the zoning use classification of the property described as 1.807-acre tract of land out of Section 5, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas (Generally located on the north side of West Loop 250 North, approximately 675 feet west of North Midkiff Road), which is presently zoned LR-2, Local Retail District, by permitting said property to be used under a Specific Use Permit with Term for a Billboard; making said permit subject to certain conditions and restrictions contained herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9194)

MISCELLANEOUS

45. Consider an ordinance granting to Oncor Electric Delivery Company LLC, its successors and assigns, an Electric Power Franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Midland, Texas, providing for compensation therefor, providing for an effective date and a term of said franchise, providing for written acceptance of this franchise, providing for the repeal of all existing franchise ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns, and finding that the meeting at which this ordinance is passed is open to the public. (PURCHASING) (9196)
46. Consider an ordinance vacating and abandoning a 0.025-acre portion of alley right-of-way adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates Addition, Section 3, City and County of Midland, Texas (Generally located on the north side of Arapahoe Road, approximately 700 feet east of North State Highway 349); adopting the appraisal by the City Manager of \$1,091.00; waiving the fee for the cost of the right-of-way; and ordering recordation by the City Secretary. (DEVELOPMENT SERVICES) (9195)
47. Consider a motion making appointments to various Boards and Commissions.

EXECUTIVE SESSION

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

Respectfully Submitted,

Courtney B. Sharp
City Manager

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

**MIDLAND CITY COUNCIL
MINUTES
September 24, 2013**

BRIEFING SESSION

The City Council convened in a Briefing Session in the basement conference room, City Hall, Midland, Texas, at 8:31 a.m. on September 24, 2013.

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

Council Members absent: Council Member Scott Dufford (At-Large) (Dufford arrived at 8:40 a.m.).

Staff members present: City Manager Courtney Sharp, City Attorney Keith Stretcher, Deputy City Manager Tommy Hudson, Assistant to the City Manager Robert Patrick, City Secretary Amy Turner, Chief Information Officer Sharlett Chowning, Downtown Development Director Genora Young, Director of Airports Marv Esterly, Assistant Director of Airports Justine Ruff, Building Official Steve Thorpe, Assistant Code Administration Manager Ron Jenkins, Acting Planning Division Manager Jim Compton, Public Information Officer Sara Higgins, and Multimedia Developer Joe Sampson.

Mayor Perry noted that items 2 and 3 would be heard first.

2. Receive a presentation from staff regarding the City's new website.

Public Information Officer Sara Higgins provided Council with a preview of the new City of Midland website noting they were working out some compatibility issues and working on getting as much information loaded to the new webpage prior to going live.

3. Consider a proposal for a revised zoning plan for the "Window Pane" area.

Building Official Steve Thorpe reported that when the window pane area was annexed in 2009 it was anticipated that vacant parcels would be constructed with single family homes. In reality, there has been no new development. A couple of months ago a PDHD was drafted with citizen input but it was not adopted by Council. Staff has proposed new zoning which would encourage replacement of substandard homes and mobile homes, and accommodate the needs of the neighborhood. He noted that individual lots will not have to come to Council for approval as long as it is a single family site-built plan or a manufactured home that meets the plans of the district.

Mayor Perry noted the meeting would move upstairs to the Council Chamber to hear the final Briefing Session item. He recessed the meeting at 9:10 a.m. The meeting was reconvened at 9:13 a.m. with all Council Members present.

1. Receive a presentation from Commemorative Air Force (CAF) regarding AirSho and matters related to CAF funding.

Mayor Perry reported he met with Council Members Dufford and Sparks, some City staff, and some staff of the Commemorative Air Force and their board to talk about mutual goals in order to keep the museum successful. He explained that the CAF headquarters is not the same as the museum. An obligation sheet has been drafted and he invited Steve Brown from CAF to come forward to speak with Council about the obligation sheet.

Steve Brown noted he was excited for the future of the CAF in Midland. They discussed the deal points. He was okay with the first point noting that the number of airplanes would be dependent on other factors such as the price of fuel but did agree that an airshow of a similar magnitude would continue.

The second point noted the museum would remain open until January 31, 2017, the size would remain the same and there would be a similar number of exhibits with the same operating hours. Council Member Dufford clarified that each year money was granted, Council intended that the museum would need to commit to remaining open for an additional 3 years. Mr. Brown had no objections to the second and third points.

Mr. Brown took issue with and did not agree to the fourth point to indemnify the City if the City has to pay back any funds.

Mr. Brown agreed to the fifth point by committing to bringing FIFI to Midland three times per year and also to have her on exhibit noting she receives her maintenance in Addison and tours in other areas throughout the year.

The point about repayment was agreed to by Mr. Brown noting he was willing to receive reimbursement upon proof of invoices. He reported their books are open to their members and they publish the financials on line. He emphasized that all money they receive has always and will continue to be spent only for the Midland Museum or for their heritage foundation. Mr. Brown also spoke about the potential of exchanging a hangar if and when it is built across from their current hangar. The goal of the CAF is to leave Midland whole emphasizing the museum will stay even if the headquarters were to relocate to a different area.

Discussion ensued about how the museum might change if headquarters were moved. Mr. Brown noted that the airshow relies on a large base of volunteers and that this is the only airshow that has staff input. He clarified that staff will continue to be involved and train the volunteer labor. He also clarified that the museum staff and contracted labor will not be leaving Midland. The CAF plans to continue having a strong presence in Midland.

When asked if there were any services provided that were not calculated into the \$50,000, Director of Airports Marv Esterly responded that the CAF receives no more support than any other tenant at the airport, but pointed out that working on the airshow does take extra time.

When asked how supportive the membership is of the potential move of headquarters, Mr. Brown reported that the local members are concerned because of what they have

read in the press. He clarified that the Executive Board voted to make the move and now the vote must go before the general membership at the annual meeting which will be held the Friday of the airshow. There must be 75% approval to make the move. Their mission is education and they feel they can impact more people in a major metropolitan area.

David Smith, former Director of the Abell Hanger Foundation, reported that the foundation was part of the group that moved the CAF headquarters from Harlingen to Midland and they made a grant to CAF to make Midland the epicenter of AirSHO by moving it to Midland. He is extremely disappointed that CAF has lost its institutional memory about how they got here and who helped them get here.

Dianne Finner reported she has been a CAF member since the 1980s and expressed her frustration with the lack of transparency in the organization. In the past there were committee meetings and now they are a reactionary membership. She expressed thanks for what the City and community has done for the CAF.

The foregoing agenda items were discussed by the City Council with no formal action taken. The Briefing Session was adjourned at 9:58 a.m.

REGULAR SESSION

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:07 a.m., September 24, 2013.

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

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

The Agenda Items were heard in the following order:

OPENING ITEMS

1. Invocation - Reverend Pat Bryant, Travis Baptist Church
2. Pledge of Allegiance

PRESENTATIONS

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

No presentations were made.

PUBLIC COMMENT

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

Rachel Stone, 1902 N. Pecos, noted she spoke previously about trash around the City. She was able to contact TxDOT and they will pick up trash around the loop but she also noticed trash bags in other areas.

CONSENT AGENDA

Council Member Dufford moved to approve Consent Agenda items 5 - 39 excluding 18, 23, 26; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

5. Approved a motion approving the following minutes:
 - a. Regular meeting of September 10, 2013.
 - b. Special meeting of September 17, 2013.
6. Approved a resolution approving the purchase of 3 - Sidewheel Roll Irrigation Systems for the Spraberry Farm. (PURCHASING)

RESOLUTION NO. 2013 - 313

RESOLUTION AUTHORIZING THE PURCHASE OF THREE COMPLETE SIDE-WHEEL ROLL IRRIGATION SYSTEMS FOR USE AT THE SPRABERRY FARM FACILITIES FROM MESA IRRIGATION COMPANY, OF LAMESA, TEXAS, AT A TOTAL COST OF \$51,250.00

7. Approved a resolution approving the purchase of an estimated annual supply of 4,400 gallons of Polymer for dewatering to treat the City's drinking water for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 314

RESOLUTION AUTHORIZING THE PURCHASE OF AN ANNUAL SUPPLY OF POLYMER FOR DEWATERING FOR TREATING CITY OF MIDLAND DRINKING WATER FROM POLYDYNE, INCORPORATED, FOR A TOTAL PRICE OF \$40,867.20

8. Approved a resolution approving the purchase of an estimated annual supply of 7,500 gallons of Earthtec or equal to treat the City's drinking water for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 315

RESOLUTION AUTHORIZING THE PURCHASE OF AN ANNUAL SUPPLY OF COPPER SULFATE SOLUTION FOR TREATING CITY OF MIDLAND DRINKING WATER FROM THE LOW BIDDER, CHEMRITE, INCORPORATED, FOR A TOTAL

PRICE OF \$66,675.00

9. Approved a resolution approving the purchase of an estimated annual supply of 10,000 gallons of Potassium Permanganate to treat the City's drinking water for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 316

RESOLUTION AUTHORIZING THE PURCHASE OF AN ANNUAL SUPPLY OF POTASSIUM PERMANGANATE FOR TREATING CITY OF MIDLAND DRINKING WATER FROM THE LOW BIDDER, F2 INDUSTRIES, L.L.C., FOR A TOTAL PRICE OF \$21,400.00

10. Approved a resolution approving the purchase of an estimated annual supply of 562,000 gallons of Chlorine for the Water Purification Plant and the Paul Davis Wellfield; 10-150 pound cylinders and 15 - 1 ton cylinders of Chlorine for the T-Bar and Airport Wellfield to treat the City's drinking water for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 317

RESOLUTION AUTHORIZING THE PURCHASE OF AN ANNUAL SUPPLY OF CHLORINE FOR TREATING CITY OF MIDLAND DRINKING WATER FROM THE SOLE BIDDER, DPC INDUSTRIES, INCORPORATED, FOR A TOTAL COST OF \$207,134.00

11. Approved a resolution approving the purchase of an estimated annual supply of 20,000 gallons of Polymer to treat the City's drinking water for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 318

RESOLUTION AUTHORIZING THE PURCHASE OF AN ANNUAL SUPPLY OF POLYMER FOR TREATING CITY OF MIDLAND DRINKING WATER FROM POLYDYNE, INCORPORATED, FOR A TOTAL PRICE OF \$77,160.00

12. Approved a resolution approving the purchase of an estimated annual supply of 25 tons of Powdered Activated Carbon to treat the City's drinking water for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 319

RESOLUTION AUTHORIZING THE PURCHASE OF TWENTY-FIVE (25) TONS OF POWDERED ACTIVATED CARBON FOR TREATING CITY OF MIDLAND DRINKING WATER FROM BRENNTAG SOUTHWEST, INCORPORATED, FOR A TOTAL COST OF \$26,450.00

13. Approved a resolution approving the purchase of an estimated annual supply of 10,000 gallons of Aluminum Sulfate to treat the City's drinking water for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 320

RESOLUTION AUTHORIZING THE PURCHASE OF AN ANNUAL SUPPLY OF ALUMINUM SULFATE FOR PURIFYING CITY OF MIDLAND DRINKING WATER FROM THE LOW BIDDER, CHAMELEON INDUSTRIES, INCORPORATED, FOR A TOTAL PRICE OF \$496,960.00

14. Approved a resolution approving the purchase of an estimated annual supply of 10,000 gallons of Liquid Ammonium Sulfate to treat the City's drinking water for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 321

RESOLUTION AUTHORIZING THE PURCHASE OF AN ANNUAL SUPPLY OF LIQUID AMMONIUM SULFATE FOR TREATING CITY OF MIDLAND DRINKING WATER FROM BRENNTAG SOUTHWEST, INCORPORATED, AT A TOTAL COST OF \$11,000.00

15. Approved a resolution approving plans and specifications and authorizing advertisement for bids and appropriating funds for the renovation of two (2) stairwells at Grande Stadium at the Scharbauer Sports Complex for the Community Services Department. (PURCHASING)

RESOLUTION NO. 2013 - 322

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE RENOVATION OF TWO STAIRWELLS AT GRANDE COMMUNICATIONS STADIUM; AND ALLOCATING \$250,000.00 TO THE GRANDE STAIRWELL PROJECT (9065)

16. Approved a resolution authorizing the execution of the 2013 Airshow Agreement between the City of Midland, Texas and the Commemorative Air Force (CAF). (AIRPORTS)

RESOLUTION NO. 2013 - 323

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE COMMEMORATIVE AIR FORCE, INCORPORATED, FOR THE STAGING OF AN AIRSHOW AT THE MIDLAND INTERNATIONAL AIRPORT; THE AGREEMENT ALLOWS THE COMMEMORATIVE AIR FORCE TO HOST AN AIRSHOW ON MIDLAND INTERNATIONAL AIRPORT PROPERTY, SETS REQUIRED INSURANCE LEVELS AS WELL AS ADMINISTERING EMERGENCY RESPONSE PERSONNEL; THE AIRSHOW WILL COMMENCE FRIDAY, OCTOBER 11, 2013 AND CONCLUDE ON SUNDAY, OCTOBER 13, 2013

17. Approved a resolution authorizing the City Manager to negotiate and execute a partial assignment of the Commercial Land/Use Agreement between Deer Horn, LTD Co. and The City of Midland, Texas to Ross Aviation, Denver, Colorado. (AIRPORTS)

RESOLUTION NO. 2013 - 324

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PARTIAL ASSIGNMENT OF THE COMMERCIAL LAND/USE AGREEMENT BETWEEN DEER HORN AVIATION LTD., CO. AND THE CITY OF MIDLAND, TEXAS TO ROSS MIDLAND LLC, DENVER, COLORADO

19. Approved a resolution authorizing the submission of a Spaceport Trust Fund application to the State of Texas. (AIRPORTS)

RESOLUTION NO. 2013 - 326

RESOLUTION OF THE CITY OF MIDLAND, TEXAS, AUTHORIZING THE MAYOR TO SEEK A THIRTY-DAY EXTENSION FROM THE OFFICE OF AEROSPACE AND

AVIATION WITHIN THE ECONOMIC DEVELOPMENT AND TOURISM DIVISION OF THE OFFICE OF THE GOVERNOR FOR PROJECTS THAT PROVIDE FOR THE DEVELOPMENT OF SPACEPORTS IN TEXAS; THE ECONOMIC DEVELOPMENT AND TOURISM DIVISION OF THE OFFICE OF THE GOVERNOR IS THE ADMINISTERING AGENCY FOR THE SPACEPORT TRUST FUND AND THE CITY IS SEEKING A THIRTY-DAY EXTENSION TO APPLY FOR SAID FUNDS; THE MAYOR IS AUTHORIZED AND DIRECTED TO FILE A REQUEST FOR AN EXTENSION WITH KEITH GRAF, DIRECTOR OF THE OFFICE OF AEROSPACE AND AVIATION; THE MAYOR IS ALSO AUTHORIZED AND DIRECTED TO SEND A COPY OF HIS LETTER TO THE HONORABLE TOM CRADDICK, TEXAS HOUSE OF REPRESENTATIVES, DISTRICT 82, AND THE HONORABLE KEL SELIGER, TEXAS STATE SENATOR, DISTRICT 31

20. Approved a resolution authorizing the execution of a 2014 Routine Airport Maintenance Program (RAMP) Agreement between the City of Midland, Texas and Texas Department of Transportation (TXDOT), and appropriate necessary funds. (AIRPORTS)

RESOLUTION NO. 2013 - 327

RESOLUTION AUTHORIZING THE EXECUTION OF A 2014 ROUTINE AIRPORT MAINTENANCE PROGRAM AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION TO PROVIDE AN AUTOMATED WEATHER OBSERVING SYSTEM AT MIDLAND AIRPARK; AND APPROPRIATING NECESSARY FUNDS

21. Approved a resolution allocating \$138,100.00 from the Fiscal Year 2012-2013 Budget General Fund (001) NonDepartmental (150) Interfund Transfer (0199) budget account to the Technology Acquisitions 2013 Project (0199). (CISD)

RESOLUTION NO. 2013 - 328

RESOLUTION APPROPRIATING \$138,100.00 TO THE TECHNOLOGY ACQUISITIONS 2013 PROJECT (9066)

22. Approved a resolution authorizing a contract with the Midland Chamber of Commerce in the amount of \$1,547,684 to promote tourism, convention, and the hotel industry in Midland. (CITY SECRETARY'S OFFICE)

RESOLUTION NO. 2013 - 329

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE MIDLAND CHAMBER OF COMMERCE TO PROMOTE TOURISM AND THE CONVENTION AND HOTEL INDUSTRY IN THE CITY

24. Approved a resolution approving the issuance of a permit to Rust Oil Corporation (Operator) for a Permit to Drill an Oil & Gas Well within the City Limits, (Moss Partnership "9" No. 1) located 2,183 feet from the south line and 1,616 feet from the east line located in Section 9, Block X, H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the west side of the extension of North Garfield Street, approximately 1/2 mile north of Mockingbird Lane.) (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 331

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO RUST OIL CORPORATION ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE

CITY LIMITS LOCATED 2,183 FEET FROM THE SOUTH LINE AND 1,616 FEET FROM THE EAST LINE, SECTION 9, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE EXTENSION OF NORTH GARFIELD STREET, APPROXIMATELY ½ MILE NORTH OF MOCKINGBIRD LANE); AND PROVIDING THAT SAID PERMIT DOES NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

25. Approved a resolution to increase the appropriation of funds previously authorized by Resolution No. 2012-425 for the HOME Investment Partnerships Program Reservation System Participant Homebuyer Assistance Program from \$41,600.00 to \$249,600.00. (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 332

RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION 2012-425 TO INCREASE THE APPROPRIATION OF FUNDS FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM RESERVATION SYSTEM PARTICIPANT HOMEBUYER ASSISTANCE PROGRAM FROM \$41,600.00 TO \$249,600.00; NO LOCAL MATCH IS REQUIRED

27. Approved a resolution authorizing the execution of a Public Improvement Development Agreement with Isreal Bernal for the future design and construction of water distribution and wastewater collection improvements to serve the Ranchland Acres Addition - Section 4 in the amount of \$67,433. The subject property is generally located along the south frontage road of I-20 approximately 400' west of Midland Drive. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 333

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH WIRELINE ACCESSORIES AND SALES, LLC FOR WATER DISTRIBUTION AND WASTEWATER COLLECTION IMPROVEMENTS TO RANCLAND ACRES ADDITION, SECTION 4; AND APPROPRIATING FUNDS THEREFOR; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

28. Approved a resolution authorizing the execution of a Public Improvement Development Agreement with Blaine Covington for the installation of water distribution improvements to serve the Covington Addition in the amount of \$256,567. The subject property is generally located along the northwest corner of SH 191 and FM 1788. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 334

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH 2010 MIDLAND PROPERTIES, JV LLC FOR DEVELOPMENT OF COVINGTON ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ALONG THE NORTHWEST CORNER OF STATE HIGHWAY 191 AND FARM-TO-MARKET ROAD 1788); AND APPROPRIATING FUNDS IN THE AMOUNT OF \$285,367.00 THEREFOR; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

29. Approved a resolution authorizing the execution of a Temporary Water and Sewer Service Agreement between the City of Midland and PFP Indus Group, LLC (OptiBlend) for services to an approximate 8.96 acre tract of land out of the north half of Section 12, Block 40, T 2 S, T&P RR Co. Survey, Midland County, Texas; said property is outside the City limits; PFP Indus Group, LLC has executed a letter agreeing to annexation if and when the property is annexed; PFP Indus Group, LLC shall be charged a rate for service which is one and one half times the rate charged customers in the City limits; and ordering recordation by the City Secretary. (Midland ETJ) (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 335

RESOLUTION AUTHORIZING THE EXECUTION OF A TEMPORARY WATER AND SEWER SERVICE AGREEMENT BETWEEN THE CITY OF MIDLAND AND PFP INDUS GROUP, LLC FOR SERVICES TO AN APPROXIMATE 8.96-ACRE TRACT OF LAND OUT OF THE NORTH HALF OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID PROPERTY IS OUTSIDE THE CITY LIMITS; PFP INDUS GROUP, LLC HAS EXECUTED A LETTER AGREEING TO ANNEXATION IF AND WHEN THE PROPERTY IS ANNEXED; PFP INDUS GROUP, LLC SHALL BE CHARGED A RATE FOR SERVICE WHICH IS ONE AND ONE-HALF TIMES THE RATE CHARGED CUSTOMERS IN THE CITY LIMITS; AND ORDERING RECORDATION BY THE CITY SECRETARY

30. Approved a resolution authorizing the execution of a Temporary Water and Sewer Service Agreement between the City of Midland and PFP Indus Group, LLC (OptiBlend) for services to an approximate 8.47 acre tract of land out of the north half of Section 12, Block 40, T 2 S, T&P RR Co. Survey, Midland County, Texas; said property is outside the City limits; PFP Indus Group, LLC has executed a letter agreeing to annexation if and when the property is annexed; PFP Indus Group, LLC shall be charged a rate for service which is one and one half times the rate charged customers in the City limits; and ordering recordation by the City Secretary. (Midland ETJ) (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 336

RESOLUTION AUTHORIZING THE EXECUTION OF A TEMPORARY WATER AND SEWER SERVICE AGREEMENT BETWEEN THE CITY OF MIDLAND AND PFP INDUS GROUP, LLC FOR SERVICES TO AN APPROXIMATE 8.47-ACRE TRACT OF LAND OUT OF THE NORTH HALF OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID PROPERTY IS OUTSIDE THE CITY LIMITS; PFP INDUS GROUP, LLC HAS EXECUTED A LETTER AGREEING TO ANNEXATION IF AND WHEN THE PROPERTY IS ANNEXED; PFP INDUS GROUP, LLC SHALL BE CHARGED A RATE FOR SERVICE WHICH IS ONE AND ONE-HALF TIMES THE RATE CHARGED CUSTOMERS IN THE CITY LIMITS; AND ORDERING RECORDATION BY THE CITY SECRETARY

31. Approved a resolution to accept and appropriate grant funding awarded through the FY2013 Justice Assistance Grant Program. (POLICE)

RESOLUTION NO. 2013 - 337

RESOLUTION AUTHORIZING THE CITY OF MIDLAND POLICE DEPARTMENT IN CONJUNCTION WITH THE MIDLAND COUNTY SHERIFF'S DEPARTMENT TO

ACCEPT THE FISCAL YEAR 2013 JUSTICE ASSISTANCE GRANT FUNDS TOTALING \$29,554.00; THE CITY OF MIDLAND WILL RECEIVE \$17,732.00 (60%) AND MIDLAND COUNTY WILL RECEIVE \$11,822.00 (40%) OF THE GRANT FUNDS; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; AND APPROPRIATING FUNDS

32. Approved a resolution to accept funding awarded through the FY2014 Victim Coordinator Liaison Grant Program. (POLICE)

RESOLUTION NO. 2013 - 338

RESOLUTION ACCEPTING THE FISCAL YEAR 2014 VICTIM COORDINATOR AND LIAISON GRANT FROM THE TEXAS ATTORNEY GENERAL; THIS GRANT IS TO BE USED BY THE MIDLAND POLICE DEPARTMENT TO MAINTAIN A VICTIM ASSISTANCE LIAISON POSITION; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; AND DEPOSITING THE FUNDS INTO THE GENERAL FUND

33. Approved a resolution to accept and appropriate grant funding awarded by TxDOT to the Midland Police Department to conduct a FY2014 Comprehensive STEP Enforcement Project. (POLICE)

RESOLUTION NO. 2013 - 339

RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF \$34,100.00 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION IN ORDER TO CONDUCT A FISCAL YEAR 2013-2014 COMPREHENSIVE SPECIAL TRAFFIC ENFORCEMENT PROGRAM FOR INTERSECTION TRAFFIC CONTROL ENFORCEMENT, SPEED ENFORCEMENT, AND DRIVING WHILE INTOXICATED ENFORCEMENT; SAID GRANT AWARD REQUIRES A CITY CASH MATCH IN THE AMOUNT OF \$3,750.00; PROVIDING THAT THE GRANT FUNDS SHALL BE USED TO PAY OVERTIME TO POLICE OFFICERS WORKING ON SAID PROGRAM; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENT; AND APPROPRIATING GRANT FUNDS

34. Approved a resolution approving the budget of the Midland Emergency Communication District for the Fiscal Year ending September 30, 2014. (POLICE)

RESOLUTION NO. 2013 - 340

RESOLUTION APPROVING THE BUDGET OF THE MIDLAND EMERGENCY COMMUNICATION DISTRICT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2014

35. Approved a resolution to accept a modification to the FY2013 grant award in the amount of \$10,304 from the Southwest Border High Intensity Drug Trafficking Areas (HIDTA) Program and appropriate funds. (POLICE)

RESOLUTION NO. 2013 - 341

RESOLUTION ACCEPTING A MODIFICATION TO THE FISCAL YEAR 2013 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF \$10,304.00; THESE FUNDS WILL BE DIRECTED TO THE FISCAL YEAR 2013 HIGH INTENSITY DRUG TRAFFICKING AREAS GRANT PROJECT 7107; AND APPROPRIATING FUNDS

36. Approved a resolution accepting a donation of \$10,000 from the Westwood Trust - Yarborough Foundation. (POLICE)

RESOLUTION NO. 2013 - 342

RESOLUTION ACCEPTING A DONATION OF \$10,000.00 FROM THE WESTWOOD TRUST-YARBOROUGH FOUNDATION; THE DONATED FUNDS WILL BE DEPOSITED IN THE INVEST-IN-A-VEST PROJECT TO PURCHASE BULLET PROOF VEST FOR POLICE OFFICERS; AND APPROPRIATING SAID FUNDS

37. Approved a resolution approving a one year extension of the contract with Sprayberry CGC, Inc. at the Spraberry Effluent Farm. (UTILITIES)

RESOLUTION NO. 2013 - 343

RESOLUTION AUTHORIZING THE EXECUTION OF A 1-YEAR EFFLUENT FARM LEASE RENEWAL AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND SPRABERRY CGC, INCORPORATED, FOR OPERATION OF THE SPRABERRY EFFLUENT FARM

38. Approved a resolution approving a one year extension of the contract with Kevin Cook for part of Section 12, Block 37, TWP-3-S, T&P RR Co. Survey located at the Spraberry Effluent Farm. (UTILITIES)

RESOLUTION NO. 2013 - 344

RESOLUTION AUTHORIZING THE EXECUTION OF A 1-YEAR EFFLUENT FARM LEASE RENEWAL AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND KEVIN COOK, FOR OPERATION OF THE SPRABERRY EFFLUENT FARM

39. Approved a resolution approving a five year renewal of the contract with D.K. Boyd at T-Bar Ranch. (UTILITIES)

RESOLUTION NO. 2013 - 345

RESOLUTION AUTHORIZING THE EXECUTION OF A 5-YEAR LEASE RENEWAL AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND D.K. BOYD LAND AND CATTLE COMPANY, AT THE T-BAR RANCH IN WINKLER COUNTY AND LOVING COUNTY, TEXAS

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

18. Consider a resolution authorizing the formation of a Spaceport Development Corporation under Title 12, Planning and Development, Texas Statutes and Codes, Chapter 507. (AIRPORTS)

RESOLUTION NO. 2013 - 325

RESOLUTION OF THE CITY OF MIDLAND, TEXAS ESTABLISHING A SPACEPORT DEVELOPMENT CORPORATION AS AUTHORIZED BY CHAPTER 507 OF THE TEXAS LOCAL GOVERNMENT CODE; THE SPACEPORT DEVELOPMENT CORPORATION IS CREATED IN COORDINATION WITH AND IN CONJUNCTION WITH MIDLAND COUNTY, TEXAS; THE SPACEPORT DEVELOPMENT CORPORATION SHALL BE KNOWN AS THE MIDLAND SPACEPORT DEVELOPMENT CORPORATION AND SHALL BE GOVERNED BY CHAPTER 507 OF

THE TEXAS LOCAL GOVERNMENT CODE; THE SPACEPORT DEVELOPMENT CORPORATION SHALL BE GOVERNED BY A BOARD OF SEVEN DIRECTORS AND FOUR OF THE DIRECTORS SHALL BE MIDLAND CITY COUNCIL MEMBERS AND THREE OF THE DIRECTORS SHALL BE APPOINTED BY MIDLAND COUNTY, TEXAS; AND APPOINTING FOUR (4) MEMBERS TO THE BOARD OF DIRECTORS

Council Member Sparks noted he pulled the item so that Council could discuss which four members would serve on the board.

Airports Director Marv Esterly reported that \$15 million of funding was available from the State for spaceport funding. Midland is one of two locations that can qualify for the funding. The powers of the corporation are to protect the corridors to ensure the spaceport remains safe.

Council Member Dufford moved to adopt Resolution No. 2013-325 and to appoint Council Members Love, Morales, Trost and Sparks as Board Members to the Space Development Corporation and to authorize the Mayor to make the agreement; seconded by Council Member Love. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

23. Consider a resolution authorizing a contract with the Commemorative Air Force in the amount of \$50,000 to promote tourism and the hotel industry in Midland. (CITY SECRETARY'S OFFICE)

RESOLUTION NO. 2013 - 330

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE COMMEMORATIVE AIR FORCE, INCORPORATED TO PROMOTE TOURISM AND THE HOTEL INDUSTRY IN THE CITY; AND THE CITY SHALL PROVIDE A MAXIMUM OF \$50,000.00 IN FUNDING FROM THE CITY'S HOTEL/MOTEL FUND

Council Member Sparks moved to adopt Resolution No. 2013-330 and allow the Mayor to negotiate and execute a contract with Commemorative Air Force in the amount of \$50,000, as he sees fit, based on the morning's discussion; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

26. Consider a resolution authorizing a Right-of-Way Agreement and Surface Use Agreement with Vitol. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 299

RESOLUTION AUTHORIZING A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND, TEXAS AND VITOL MIDSTREAM PIPELINE LLC; SAID RIGHT-OF-WAY LICENSE IS FOR ENTERING THE CITY OF MIDLAND'S RIGHT-OF-WAY FOR THE PURPOSE OF PLACING, INSTALLING, CONSTRUCTING, OPERATING, REPAIRING, MAINTAINING, REPLACING AND REMOVING ONE (1) PIPELINE, FOR THE TRANSPORTATION OF OIL AND GAS MATERIALS AND TO HAVE THE RIGHT OF INGRESS AND EGRESS AT CONVENIENT POINTS FOR SUCH PURPOSE; THE PIPELINE IS LOCATED WITHIN THE CITY OF MIDLAND RIGHT-OF-WAY, SECTIONS 4, 9, 16, AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; THE LICENSE TERM IS FOR TWENTY (20) YEARS,

COMMENCING WITH THE DATE OF THIS LICENSE AND MAY RENEW AT THE END OF THE TERM FOR ONE ADDITIONAL TWENTY (20) YEAR TERM UPON 90 DAYS WRITTEN REQUEST PRIOR TO EXPIRATION

Council Member Dufford moved to defer indefinitely; seconded by Council Member Trost. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

SECOND READINGS

40. Consider an ordinance on second reading on a request by Development Contractors for a zone change from AE, Agriculture Estate, to LR-2, Local Retail District on a 9.10-acre tract of land (Tract 1) and to PD, Planned District for a Housing Development on a 57.51-acre tract of land (Tract 2), all out of Section 19, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the north side of East Loop 250 North, approximately ¼ mile east of North Fairgrounds Road.) (DEVELOPMENT SERVICES) (First reading held September 10, 2013.)

ORDINANCE NO. 9180

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 9.10-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS AN LR-2, LOCAL RETAIL DISTRICT; BY PERMITTING A 57.51-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; SAID TRACTS BEING OUT OF SECTION 19, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST LOOP 250 NORTH, APPROXIMATELY 1/4 OF A MILE EAST OF NORTH FAIRGROUNDS 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

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9180.

Council Member Sparks moved to approve the second and final reading of Ordinance No. 9180 in accordance with the Charter of the City of Midland; seconded by Council Member Love. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

41. Consider an ordinance on second reading on a request by Brent Shields for a zone change from PD, Planned District for a Shopping Center to LR-2, Local Retail District on Lot 5, Block 2, Westridge Park Addition, Section 8, City and County of Midland, Texas. (Generally located on the southeast corner of the intersection of Andrews Highway and Tradewinds Boulevard.) (DEVELOPMENT SERVICES) (First reading held September 10, 2013.)

ORDINANCE NO. 9181

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY

PERMITTING LOT 5, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN LR-1, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF ANDREWS HIGHWAY AND TRADEWINDS BOULEVARD); 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 Adriana Moreno read the caption of Ordinance No. 9181.

Council Member Love moved to approve the second and final reading of Ordinance No. 9181 in accordance with the Charter of the City of Midland; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

42. Consider an ordinance on second reading amending Title X, "Traffic Regulations", Chapter Four, "Traffic Control Devices", Section 11, "School Zones and Crossings", of the Midland City Code, so as to designate each school zone and school crossing within the City and regulate the speed and movement of traffic therein; authorizing and directing the Traffic Engineer to install appropriate signs and markings; repealing Ordinance No. 9042; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars (\$200.00); and ordering publication. (ENGINEERING SERVICES) (First reading held September 10, 2013.)

ORDINANCE NO. 9183

AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES AND CROSSINGS", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE AND SCHOOL CROSSING WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 9042; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9183.

Council Member Love moved to approve the second and final reading of Ordinance No. 9183 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

PUBLIC HEARINGS

43. At approximately 10:30 A.M. hold a public hearing and consider an ordinance on a request by Bobby Hill / Grace Partnership LLC for a zone change from O-1, Office District to O-2, Office District on the east 1.612-acres of Lot 7, Block 3, Gateway Plaza, Section 2, City and County of Midland, Texas. (Generally located on the north side of

Starboard Drive, approximately 350 feet east of S. Tradewinds Boulevard.)
(DEVELOPMENT SERVICES)

ORDINANCE NO. 9184

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 1.612-ACRE PORTION OF LOT 7, BLOCK 3, GATEWAY PLAZA, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, TO BE USED AS AN O-2, OFFICE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STARBOARD DRIVE, APPROXIMATELY 350 FEET EAST OF SOUTH TRADEWINDS BOULEVARD); 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

Senior Planner Jim Compton introduced the City's new Senior Planner Bob Baronti. Mr. Compton gave an overview of the item noting it was for a four-story hotel and the site plan would be approved administratively. The item received unanimous recommendation for approval from Planning & Zoning, and staff also recommended approval.

Mayor Perry opened the public hearing at 10:37 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9184.

Council Member Morales moved approval of the first of two readings of Ordinance No. 9184 in accordance with the Charter of the City of Midland; seconded by Council Member Love. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

44. At approximately 10:33 A.M. hold a public hearing and consider an ordinance on a request by North Financial Building Partners for a zone change from O-2, Office District to LR-2, Local Retail District on the north 0.938-acres of Lot 2, Block 2, Wallco Addition, Section 3, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of N. Big Spring Street and Veterans Airpark Lane.)
(DEVELOPMENT SERVICES)

ORDINANCE NO. 9185

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 0.938-ACRE PORTION OF LOT 2, BLOCK 2, WALLCO ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED O-2, OFFICE DISTRICT, TO BE USED AS AN LR-2, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND VETERANS AIRPARK LANE); 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

Senior Planner Jim Compton gave an overview of the item noting it was a housekeeping

item to zone the entire parcel to LR-2.

Mayor Perry opened the public hearing at 10:39 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9185.

Council Member Sparks moved approval of the first of two readings of Ordinance No. 9185 in accordance with the Charter of the City of Midland; seconded by Council Member Trost. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

45. At approximately 10:36 A.M. hold a public hearing and consider an ordinance on a request by Palio's Westbound, Inc. for a Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on 3,038 square feet portion of Lot 19A, Block 5, North Park, Section 16, City and County of Midland, Texas. (Generally located north side of W. Loop 250 North, approximately 750 feet west of Whitman Drive.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9186

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 3,038 SQUARE FOOT PORTION OF LOT 19A, BLOCK 5, NORTH PARK, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 750 FEET WEST OF WHITMAN DRIVE), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Senior Planner Jim Compton gave an overview of the item noting this was for a Specific Use Permit for alcoholic beverages at Palio's Pizza. The hours of operation would be 11 a.m. to midnight Monday through Sunday. No letters of objection had been received, and both Planning & Zoning and staff recommended approval.

Mayor Perry opened the public hearing at 10:42 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9186.

Council Member Sparks moved approval of the first of two readings of Ordinance No. 9186 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

46. At approximately 10:39 A.M. hold a public hearing and consider an ordinance on a request by D. R. Horton / Texas Ltd. for a zone change from 2F, Two-Family Dwelling

District on Lots 1 thru 11 and Lots 26 thru 28, Block 1, on Lots 1 thru 13, Block 2, Adobe Meadows, Section 1; and on Lots 10 thru 12, the west 0.109-acres of Lot 13, the west 2.967-acres of Tract "A", Block 8, Adobe Meadows, Section 3; to 1F-3, One-Family Dwelling District; and from 2F, Two-Family Dwelling District on Lots 5 thru 10, Block 9, Adobe Meadows, Section 4, to 1F-2, One-Family Dwelling District; and from PD, Planned District for a Housing Development on the east 0.058-acres of Lot 13, Lots 14 thru 16 and the east 4.057-acres of Tract "A", Block 8, Adobe Meadows, Section 3, City and County of Midland, Texas. (Generally located on the east side of State Hwy 349, north of east extension of Mockingbird Lane.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9187

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 1-11 AND LOTS 26-28, BLOCK 1, AND LOTS 1-13, BLOCK 2, ADOBE MEADOWS, SECTION 1, AND LOTS 10-12, THE WEST 0.109 ACRES OF LOT 13, AND THE WEST 2.967 ACRES OF TRACT "A", BLOCK 8, ADOBE MEADOWS, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED 2F, TWO-FAMILY DWELLING DISTRICT, TO BE USED AS A 1F-3, ONE-FAMILY DWELLING DISTRICT; BY PERMITTING LOTS 5-10, BLOCK 9, ADOBE MEADOWS, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED 2F, TWO-FAMILY DWELLING DISTRICT, TO BE USED AS A 1F-2, ONE-FAMILY DWELLING DISTRICT; BY PERMITTING THE EAST 0.058 ACRES OF LOT 13, LOTS 14-16, AND THE EAST 4.057 ACRES OF TRACT "A", BLOCK 8, ADOBE MEADOWS, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, TO BE USED AS A 1F-3, ONE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF THE EAST EXTENSION OF MOCKINGBIRD LANE); 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

Senior Planner Jim Compton gave an overview of the item noting this was the first of three applications on the same piece of property for three new proposals. This piece is a new residential development and it will not change the density of the area. No letters of objection had been received, and both Planning & Zoning and staff recommended approval.

When asked if a traffic impact study had been done, staff reported that it would be a collaborative effort with all developments in the area but no traffic study has been done in this particular area. Discussion ensued about general traffic in the area.

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.

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9187.

Council Member Trost moved approval of the first of two readings of Ordinance No. 9187 in accordance with the Charter of the City of Midland; seconded by Council Member Love. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

47. At approximately 10:42 A.M. hold a public hearing and consider an ordinance on a request by Sonoma Housing Advisors, LLC for a Site Plan Review on a 10.79-acre tract of land out of Section 1, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of S. Lamesa Road, approximately 1,000 feet north of E. Interstate Hwy 20.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9188

AN ORDINANCE ADOPTING A SITE PLAN FOR A 10.79-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LAMESA ROAD, APPROXIMATELY 1,000 FEET NORTH OF EAST INTERSTATE HIGHWAY 20); SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Senior Planner Jim Compton gave an overview of the item noting there would be 156 apartments in 7 buildings that would be up to 3-stories in height, and answered questions about the setbacks that ranged from 25 feet to 75 feet.

Mayor Perry opened the public hearing at 10:58 a.m.

Tom Miller, Executive Director of Family Promise, asked if any units would be set aside for affordable housing.

There being no one else wishing to speak, the public hearing was closed at 10:58 a.m.

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9188.

Council Member Love moved approval of the first of two readings of Ordinance No. 9188 in accordance with the Charter of the City of Midland; seconded by Council Member James.

Discussion ensued with Mr. Miller about affordable housing. Mr. Miller suggested that a few apartments should be set aside with rent being charged on a sliding scale in comparison to the applicant's salary.

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

48. At approximately 10:45 A.M. hold a public hearing and consider a resolution on a request by Robert Ahola for a Temporary Land Use Permit for a Tent Sale 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 W. Loop 250 North and N. Midkiff Road.) (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 346

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR AN OUTDOOR TENT SALE 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

Senior Planner Jim Compton gave an overview of item noting the request was for a Temporary Land Use Permit to put up a tent at Midland Park Mall. The location will change to the front of the property due to the construction of Jared Jewelers. The date of the request is from October 16 to November 24. He noted that the previous permit was for 21 days.

Mayor Perry opened the public hearing at 11:06 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council Member Sparks moved to adopt Resolution No. 2013 - 346; seconded by Council Member James.

Council Member Morales moved to amend the motion by limiting the time to 21 days; seconded by; seconded by Council Member Trost. The motion to amend carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

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

MISCELLANEOUS

49. Consider an ordinance on a request by D. R. Horton and Curt Alvin for the vacation of drainage easements being a 2.40-acre tract and a 6.32-acre tract of land located within the dedicated rights-of-way of San Francisco Avenue, Rodeo Street, Magellan Street and Mockingbird Lane, all contained within Adobe Meadows, Sections 3 and 5, City and County of Midland, Texas. Generally located on the east side of State Hwy 349, north of east extension of Mockingbird Lane. (DEVELOPMENT SERVICES)

ORDINANCE NO. 9189

AN ORDINANCE VACATING AND ABANDONING A 2.40-ACRE DRAINAGE EASEMENT AND A 6.32-ACRE DRAINAGE EASEMENT WITHIN THE SAN FRANCISCO AVENUE, RODEO STREET, MAGELLAN STREET AND MOCKINGBIRD LANE RIGHTS-OF-WAY, ALL OUT OF ADOBE MEADOWS, SECTIONS 3 AND 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF THE EAST EXTENSION OF MOCKINGBIRD LANE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$29,589.00; WAIVING THE FEE FOR THE COST OF THE DRAINAGE EASEMENTS; AND ORDERING RECORDATION BY THE CITY SECRETARY

Senior Planner Jim Compton gave an overview of the item noting this was the second of three applications associated with Adobe Meadows. The purpose is to change alignment of some of the streets and moving drainage. Common areas will be maintained by the association. Staff recommended approval recommends holding up the second reading until the applicant has a final plat.

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9189.

Council Member Trost moved approval of the first of two readings of Ordinance No. 9189 in accordance with the Charter of the City of Midland; seconded by Council Member Love. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

50. Consider a motion for approval of a proposed preliminary plat of Adobe Meadows, Section 6, being a replat of Lots 1-58, Block 1, Lots 1-13, Block 2, Lots 2-10, Block 3, Lots 1-7, Block 4, and Lots 1-27, Block 5, Adobe Meadows, Section 1; of Tract "A" and Lots 10-16, Block 8, Adobe Meadows, Section 3; Lots 33-56, Block 5 and Lots 1-14, Block 9, Adobe Meadows, Section 4; Lots 11-21, Block 3, Lots 8-16, Block 4, Lots 28-32, Block 5, Lots 1-12 and Lots 14-25, Block 6, Lots 1-32, Block 7, and Lots 1-9, Block 8, Adobe Meadows, Section 5; and the to be vacated rights-of-way being 0.703-acres of Baca Circle, 0.103-acres of Baca Street, 0.181-acres of Cerrillos Avenue, 0.57-acres of Cerrillos Court, 0.123-acres of Conquistador Court, 0.014-acres of Gallop Court, 0.002-acres of Guadalupe Street, 0.614-acres of Magellan Street, 0.409-acres of San Francisco Avenue, 0.079-acres of St. Michael Court and 1.301-acres of adjacent alleys, all in the City and County of Midland, Texas. (DEVELOPMENT SERVICES)

Senior Planner Jim Compton gave an overview of the item noting this was the third of three applications for Adobe Meadows. The replat is simply to adjust the street alignments and alley rows. The plat exceeds 25 acres in area and does not have a publically owned park or school site. Planning & Zoning and staff recommend approval.

Eric West of Parkhill Smith Cooper, 1700 West Wall, answered questions about common areas and right of way and the width of roads.

Council Member Trost moved to approve a motion for approval of a proposed preliminary plat of Adobe Meadows, Section 6, being a replat of Lots 1-58, Block 1, Lots 1-13, Block 2, Lots 2-10, Block 3, Lots 1-7, Block 4, and Lots 1-27, Block 5, Adobe Meadows, Section 1; of Tract "A" and Lots 10-16, Block 8, Adobe Meadows, Section 3; Lots 33-56, Block 5 and Lots 1-14, Block 9, Adobe Meadows, Section 4; Lots 11-21, Block 3, Lots 8-16, Block 4, Lots 28-32, Block 5, Lots 1-12 and Lots 14-25, Block 6, Lots 1-32, Block 7, and Lots 1-9, Block 8, Adobe Meadows, Section 5; and the to be vacated rights-of-way being 0.703-acres of Baca Circle, 0.103-acres of Baca Street, 0.181-acres of Cerrillos Avenue, 0.57-acres of Cerrillos Court, 0.123-acres of Conquistador Court, 0.014-acres of Gallop Court, 0.002-acres of Guadalupe Street, 0.614-acres of Magellan Street, 0.409-acres of San Francisco Avenue, 0.079-acres of St. Michael Court and 1.301-acres of adjacent alleys, all in the City and County of Midland, Texas; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James. NAY: None. ABSTAIN: None. ABSENT: Sparks.

51. Consider a motion approving an interpretation to an Oil and Gas Well Drilling Permit from Bluestem Energy Holdings, LLC within the City Limits, (Evans E 1) located 2,073 feet from the north line and 1,009 feet from the west line located in Section 8, Block "X", H. P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the east side of the North Midland Drive, approximately $\frac{3}{4}$ mile north of Mockingbird Lane.) (DEVELOPMENT SERVICES)

Oil & Gas Compliance Officer Ron Jenkins gave an overview of the item noting a permit was previously approved for Bluestem. They are requesting to put in sound barriers similar to Bluestem #1.

Council Member James moved to approve a motion approving an interpretation to an Oil and Gas Well Drilling Permit from Bluestem Energy Holdings, LLC within the City Limits, (Evans E 1) located 2,073 feet from the north line and 1,009 feet from the west line located in Section 8, Block "X", H. P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the east side of the North Midland Drive, approximately $\frac{3}{4}$ mile north of Mockingbird Lane.); seconded by Council Member Dufford. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

52. Consider a resolution authorizing a contract with the Midland Hispanic Chamber of Commerce to promote growth and development in the City. (CITY SECRETARY'S OFFICE)

RESOLUTION NO. 2013 - 347

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE MIDLAND HISPANIC CHAMBER OF COMMERCE TO PROMOTE THE CITY'S GROWTH AND DEVELOPMENT

Council Member Morales moved to adopt Resolution No. 2013 - 347 in the amount of \$60,000 with all same requirements of the previous year including turning in financials on a monthly basis and turning in audits at the end of year; seconded by Council Member Love.

Discussion ensued about suggestions for developing expectations about the incubator program noting it should be about outcomes such as possibly limiting incubators to three years.

Rachel Stone of the Midland Hispanic Chamber of Commerce noted they were the first in the area with an incubator program and that they adopted the guidelines of the National Business Incubator Association.

Discussion ensued about the use of the money noting that the largest portion is used for the incubator program. It was suggested that a City representative also serve on the incubator committee. A concern was raised about setting precedent for other organizations if the contract is not specific about the funding being for an incubator program.

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

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

Council Member Trost moved to appoint Nellwyn Barnett, Vicki Hurt, and John Trischitti III and to reappoint Gregory Baiano, John Echols and Dallas Smith and remove Don Woodward from the Airport Planning & Development Board; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

Council Member Dufford moved to confirm Odessa's appointment of Barbara Graff, Willie Taylor and Gloria Pena to the Permian Basin Airport Board; seconded by Council Member Love. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

EXECUTIVE SESSION

54. 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:

Mayor Perry announced there were no items for Executive Session.

All of the business at hand having been completed, the meeting adjourned at 12:07 p.m.

PASSED AND APPROVED the 8th day of October, 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Bob McNaughton, Finance Director

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 ☐ Directional / Informational

Fiscal Impact:

None

Discussion:

The five (5) member Board of the Midland Central Appraisal District expires at the end of this year. Midland Independent School District and the City control enough votes to appoint four members.

The attached letter from Jerry Bundick gives the statutory time frame for nomination and election of the Board. The City has enough votes to elect one board member by casting all votes for our nomination.

The first and immediate action is to nominate an individual to be placed on the ballot.

RESOLUTION NO. _____

**RESOLUTION NOMINATING W. WESLEY PERRY 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:

W. Wesley Perry

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 October 15, 2013.

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

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



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

JERRY BUNDICK
RPA, RTA
Chief Appraiser

September 16, 2013

Mayor Wes Perry
City of Midland
P O Box 1152
Midland, TX 79702

Dear Mayor Perry:

It is time once again to begin the selection process for the Appraisal District's Board of Directors. Only County, City and School districts, and effective June 14, 2013 Junior College districts, can cast ballots for directors. The five directors chosen will serve a two-year term beginning in January 2014. The directors will be sworn in at our January 15, 2014 meeting.

To be eligible to serve on the Board of Directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit in the district.

An individual is ineligible to serve on the Appraisal District Board of Directors and is disqualified from employment as Chief Appraiser if the individual is related within the second degree by consanguinity or affinity, as determined under Article 5996h, Revised Statutes, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property for compensation in proceedings under this title in the Appraisal District.

The presiding officer of each unit must submit a written resolution to the Chief Appraiser that includes the names and addresses of each unit's nominees by October 15 or as soon thereafter as practical. Each voting unit may nominate a candidate for each position filled.

By October 30, or as soon thereafter as practical, the Chief Appraiser will prepare a ballot listing the nominees alphabetically by each candidate's last name. The Chief Appraiser will deliver a copy of this ballot to the presiding officer of the governing body of each voting unit.

Before November 15, or as soon thereafter as practical, each voting unit will cast its votes by written resolution and submit it to the Chief Appraiser. A voting unit must cast its votes for a person nominated. There is no provision for write-in candidates. The Chief Appraiser may not count votes cast for someone not listed on the official ballot.

Chief Appraiser will count the votes from the voting units and declare the candidates who received the largest vote totals. The Chief Appraiser will notify all taxing units (voting and non voting) and all candidates (winners and losers) of the outcome. This will occur as soon as all votes from all voting units are received.

Enclosed please find a calculation of the number of votes that each voting unit may cast, and a Resolution that may be used in the nomination process.

If you have any questions regarding the selection of directors for the Appraisal District, please do not hesitate to give me a call.

Sincerely,



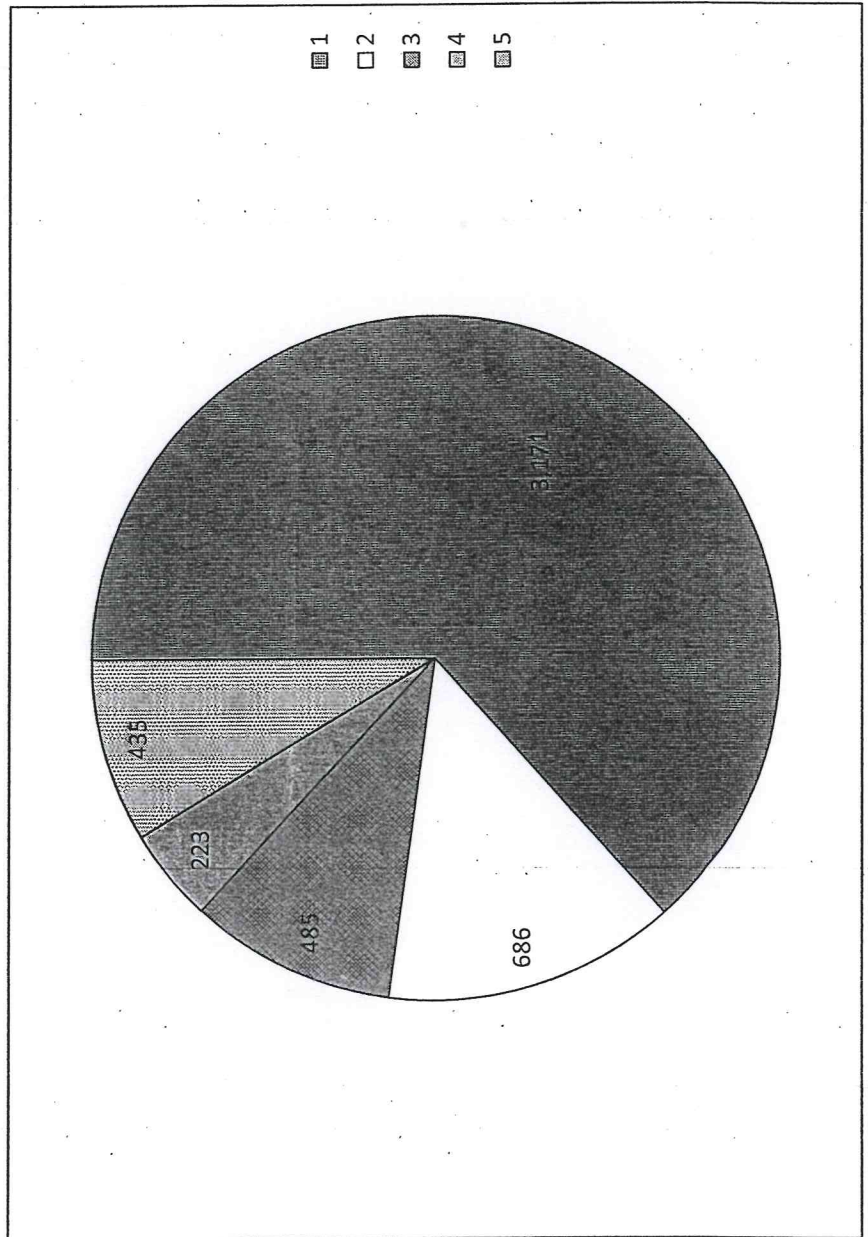
Jerry Bundick, RPA
Chief Appraiser

JB/cc
Enclosure

cc: Mr. Robert McNaughton, Finance Director

CALCULATION OF VOTES FOR MIDLAND CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTORS FOR 2014 & 2015

JURISDICTION	2012 TAX LEVY	PER CENTAGE OF TOTAL LEVY	NUMBER OF VOTES
MIDLAND I S D	\$ 164,582,374.73	63.43%	3,171
CITY OF MIDLAND	\$ 35,602,117.07	13.72%	686
MIDLAND COUNTY	\$ 25,174,802.16	9.70%	485
GREENWOOD I S D	\$ 11,547,570.81	4.45%	223
MIDLAND COLLEGE	\$ 22,575,180.37	8.70%	435
TOTAL	\$ 259,482,045.14	100.00%	5,000





City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving a contract with the single bidder, Lamesa Irrigation Company, for two center pivot irrigation systems and parts for the Spraberry Farm.

Purpose:

Approval of a resolution authorizing the purchase of two center pivots for use at the Spraberry Farm.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$154,481.32 Water and Sewer Fund

Discussion:

These pivots will replace two older units at the farm and are used for the distribution of effluent water. There are approximately 27 pivots in use and we replace two per year. Twelve (12) bid requests were issued. We received a single bid from Lamesa Irrigation Company. The total cost reflects a deduction of \$200.00 for the trade-in of old pivot parts not salvaged by the City.

Therefore, please consider approval of a resolution authorizing the purchase of the pivots from Lamesa Irrigation Company of Lamesa, Texas for a total cost of \$154,481.32.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT FOR THE PURCHASE AND
INSTALLATION OF TWO (2) CENTER PIVOT
IRRIGATION SYSTEMS, PLUS RELATED EXTRA
PARTS, FOR USE AT THE CITY'S SPRABERRY FARM
FROM THE SOLE BIDDER, LAMESA IRRIGATION
COMPANY, OF LAMESA, TEXAS, AT A TOTAL COST
OF \$154,481.32**

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for the supply and installation of two (2) center pivot irrigation systems, plus related extra parts, for use at the City's Spraberry Farm; and

WHEREAS, Bid No. 6871-14 was opened on September 18, 2013, with the lowest and most responsible bid, which was also the only bid, being submitted from Lamesa Irrigation Company as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of the above listed center pivot irrigation systems, with related extra parts, from Lamesa Irrigation Company, at an estimated total price not to exceed \$154,481.32, said contract being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay Lamesa Irrigation Company for said center pivot irrigation systems from funds available in the Fiscal Year 2013 – 2014 Water and Sewer Fund (300) Utilities (300) Spraberry Farm (0315) Irrigation Equipment (8425) budget account upon proper receipt of invoices or statements approved by the City Manager.

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

City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by
the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Bid Tabulation

BID # 6871-14 Re-Bid Center Pivots OPENED September 18, 2013			Lamesa Irrigation 1609 N Hwy 87 Lamesa, TX 79331 Terry Coleman (806) 872-5479	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
1	1	1320 Feet Pivot #3-1 w/auto reverse	72,803.1600	\$72,803.16
		Brand / Model	Zimmatic	
2	1	1318 Feet Pivot #15-2 w/auto reverse	72,803.1600	\$72,803.16
		Brand / Model	Zimmatic	
3	2	Lot Pivots - Trade In	100.0000	(\$200.00)
4	20	3/4 HP Motors with capps for Zimmatic Pivots	175.0000	\$3,500.00
5	5	Wheel Gear Boxes with short shaft	285.0000	\$1,425.00
6	10	Motors and Center Drive Combos for Zimmatic Pivots	415.0000	\$4,150.00
		Pivot Delivery	30 days ARO	
TOTALS:				\$154,481.32

Bidding Summary:

12 Bid requests were issued.

1 Bids listed above

1 NO BIDS were received.

South Plains Implement

10 Bidders did not respond.

Benmark Supply, Ewing Irrigation, Valley Irrigation & Pump, Morton Irrigation, Carter & Company, Gicon F
Mesa Irrigation, Consolidated Pipe & Tube, Massey Irrigation, Watermaster Irrigation



THE CITY OF MIDLAND

CONTRACT

Contract No.6871-14

THIS CONTRACT, effective the 9th day of October, 2013, by and between the City of Midland, hereinafter referred to as the "City", and Lamesa Irrigation Company, hereinafter referred to as the "Contractor", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 154,481.32 DOLLARS
2. **Scope of Work:** The Contractor shall perform all work described for replacement of Center Pivots of this Contract 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. **City:** The words "City's Representative" or "representative" shall mean Holly Rosas 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 City to act in any particular capacity under this Contract.

4. **The City's Representative** may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City's representative will not be responsible for 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 the City 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 City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of the Contractor to require written confirmation of such extra work order by the City. 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 CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

8.2. THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **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 30 calendar days after release to proceed.

10. **Clean Up:** Contractor shall promptly remove from the City's premises all materials condemned by the City'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 City, City 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 City shall give notice of observed defects with reasonable promptness.

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

12.1. Defective work not remedied; or

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

12.3. Failure of the Contractor to make payments promptly to subcontractors or for material or labor which the City 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 City, which will protect the City 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 City 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. **PROMPT PAY ACT** - The City and Contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by the Contractor, and the City has inspected and approved that work, the City shall within thirty-one (31) days thereafter issue payment to the Contractor in the amount of the contract and subsequent verified Change Orders. The City shall be the final judge of when work is completed by the Contractor. The City shall not make periodic payments to the Contractor, but shall make payment pursuant to this paragraph only after all 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.

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

18. **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 CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. 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 CITY AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

19. **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.

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

The 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.

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

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors,

subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers compensation).

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012.

21. **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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

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

23. **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.

24. **Independent Contractor:** It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Contractor shall have exclusive control of and the exclusive right to control

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government

Code. Notwithstanding any other provision, 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 the City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Contract are reasonable.

26. **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.

27. **Termination At Will:** The City may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to the Contractor. The parties to this Contract understand and agree that it is in the City's sole discretion to cancel the Contract during the term of the Contract without penalty to the City. The Contractor has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

Contract No: 6871-14

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.6871-14

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

Notary Public, State of Texas



CITY OF MIDLAND
PURCHASING DIVISION
BID REQUEST

DATE:

PAGE: 1

(THIS IS NOT AN ORDER)

BID NO: 6871-14 Re-Bid

CLOSING TIME: 11:00 AM

CLOSING DATE: 9/18/2013

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE Office of City Secretary, 300 N. Loraine St., Suite 330, Midland, TX 79702 UNTIL date and time specified above FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:

Spraberry Farm, 11501 FM 1379, Midland, TX

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Center Pivot Irrigation Systems and parts for the Sprayberry Farm in accordance with the attached cost summary, specifications, and contract.		
				TOTAL	154,481.32

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. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) UNLESS THE CITY STATES THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS WITHIN 21 DAYS OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** - IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

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: Lamesa Irrigation
ADDRESS: 1609 N. Hwy 87
CITY: LAMESA STATE: TX ZIP: 79331
PHONE NO. 806-872-5479 FAX NO. 806-872-2615
EMAIL: cisa@lamesa-irrigation.com

CASH DISCOUNT: 0 % DAYS

DELIVERY CAN BE MADE 30 days Apply

AUTHORIZED SIGNATURE [Signature]

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

Exhibit "A"

CITY OF MIDLAND - COST SUMMARY SHEET

BID # FOR: Center Pivot Irrigation Systems			LAMESA Irrigation 1609 N. Hwy 87 LAMESA TX Phone: 79331 Fax:	
OPENING:				
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
		Disassemble and remove old systems and Supply and install the following:		
1	1	1320 feet Pivot #3-1 w/auto reverse		72,803.16
		Brand Zimatic		
		Model		
2	1	1318 feet Pivot #15-2 w/auto reverse		72,803.16
		Brand Zimatic		
		Model		
3	2	Lot Pivots -trade in	100.00	- 200 -
4	20	3/4 HP Motors with capps for Zimatic Pivots	175.00	3500.00
		Brand		
		Model		
5	5	Wheel Gear Boxes with short shaft	285.00	1425.00
		Brand		
		Model		
6	10	Motors and Center Drive Combos for Zimatic Pivots	415.00	4150.00
		Brand		
		Model		
CITY WILL SALVAGE ALL SALVAGABLE PARTS				
Total :			154,481.32	
Pivot Delivery:			30 days	

THE CITY OF MIDLAND

SPECIFICATION

021-9810

For
Center Pivot Replacement

1. SCOPE

The work to be performed under this section consists of supplying the center pivot irrigation equipment, parts, electrical equipment, instrumentation, and accessories as specified herein. The irrigation equipment supplied shall form a complete and operational irrigation system in the quantities specified on the request for bid. Installation and final assembly will be performed by the successful bidder

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 – Insurance requirements

Exhibit C – Bonding Requirements

Exhibit D – Wage Schedule

5. REFERENCES

Abbreviations used in the specifications and contract documents are defined as follows:

AAMA Architectural Aluminum Manufacturers Association

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AFBMA	Anti-Friction Bearing Manufacturer's Association
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ASCE	American Society for Civil Engineers
ASME	American Society for Mechanical Engineers
ASSE	American society for Sanitary Engineers
ASTM	American society for Testing and Materials
AWG	Average Wire Gauge
AWPA	American Wood Products Association
AWWA	American water Works Association
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete reinforcing Steel Institute
CS	Commercial Standard
Fed Spec	Federal Specifications
IBBM	Iron Body, Bronze Mounted
IEEE	Institute of Electrical and Electronics Engineers
IFI	Industrial Fasteners Institute
IPS	Iron Pipe Size
MIL	Military Specification
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NPT	National Pipe Thread
OSHA	Occupational Safety and Health Administration
PCI	Pre-stressed concrete Institute
SAE	society of Automotive Engineers
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories
US	U. S. Bureau of Standards
USBR	U. S. Bureau of Reclamation

6. REQUIREMENTS

Vendor shall comment in the right margin as to whether or not his bid meets or exceeds the minimum specification shown. Please explain how it exceeds or falls short of the requirement. Use blue or Black ink if completed by hand or typewriter. A separate sheet may be used as long as each item is identified

and the sheet(s) are signed.

Requirement	Vendor Comment
6.1. <u>PERMITS/COMPLIANCE WITH LAW</u>	
6.1.1. Permits and Licenses:	
6.1.1.1. The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of the contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the work. (Call 685-7390 for permit information.)	
6.1.2. Taxes:	
6.1.2.1. Portions of the contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. (Refer to Texas Tax Code, Title 2, Subtitle E, Chapter 151, Subchapter H, Subsections 151.309, 151.311 and 151.3111.)	
6.1.2.2. Tax Exemption Certificate.	
The Contractor may obtain a sales tax exemption certificate from the City of Midland upon request from the Purchasing Office.	
6.1.2.3. All labor performed on the project, all materials incorporated into the project and other costs such as overhead allocation qualify for the exemption. However, equipment, parts for equipment, and tools purchased for use on the project, but are not incorporated may not qualify for the exemption.	
6.1.2.4. Contractor shall be responsible for the determination of what portion, if any, of the contract has taxes due and payment of said taxes. DO NOT BILL ANY SALES OR USE TAX TO THE OWNER.	
6.2. <u>GENERAL</u>	
6.2.1. Award	
6.2.1.1. If the Contract is awarded, it may 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.	
6.2.1.2. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.	
6.2.2. Bid Validity Period	
6.2.2.1. Unless otherwise stated, bids shall be valid for a minimum of 90 days.	
6.3. <u>Project requirements:</u>	
6.3.1. GENERAL DESCRIPTION OF THE WORK:	
6.3.1.1. The work to be performed under these specifications and subsequent Contract, consists of dismantling and removing existing irrigation equipment and furnishing and installing the center pivots turnkey in locations as directed by the Owner (The City). The units being replaced are listed on the <i>Request for Bid</i> . See the Center Pivot Schedule Paragraph 6.5.6 on page 12 for more information.	

6.3.2. LAND FOR CONSTRUCTION PURPOSES.

6.3.2.1. The Contractor will be permitted to use available land belonging to the Owner for construction purposes and for the storage of materials and equipment.

6.3.2.2. The location, scheduled time that it may be used and the extent of use shall be coordinated with the Owner.

6.3.3. NOTICES TO OWNERS AND AUTHORITIES.

6.3.3.1. When it is necessary to deny access by Owners or tenants to their property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to make provisions therefore.

6.3.4. UNFAVORABLE CONSTRUCTION CONDITIONS.

6.3.4.1. During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work which will not be affected adversely by such conditions.

6.3.4.2. No portion of the work shall be constructed under conditions which would adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the work in a proper manner.

6.3.5. Applicable Codes.

6.3.5.1. References to local codes in these specifications, contract documents or any of the related exhibits, shall mean codes used, required, or adopted by the City of Midland, Texas.

6.3.6. REFERENCE STANDARDS

6.3.6.1. Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard code, specification, or tentative standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

6.4. Center Pivot Irrigation System

6.4.1. SCOPE

6.4.1.1. The work to be performed under this section consists of supplying the center pivot irrigation equipment, parts and accessories as specified herein.

6.4.1.2. The irrigation equipment supplied shall form a complete and operational irrigation system.

6.4.2. GENERAL

6.4.2.1. The center pivot irrigation equipment shall be used to irrigate crops at the Spraberry Ranch site with effluent pumped from the Terminal Storage Reservoir.

6.4.2.2. The irrigation equipment shall be designed to provide the most uniform application of effluent possible.

6.4.2.3. The equipment shall consist of low pressure drop nozzle center pivot

irrigation systems. Each unit shall be a complete hot dip galvanized, electric, self propelled, self aligning, gear driven irrigation system.

6.4.2.4. The center pivot equipment shall be able to withstand a wind load equivalent to a 90 mph wind directed perpendicular to the axis of the equipment with a 1:1 safety factor.

6.4.2.5. An oil filled pressure gauge shall be furnished and installed in the riser at each pivot location and shall be suitable for use over the range of operating pressures of each unit.

6.4.2.6. Equipment furnished and installed under this specification shall be fabricated, assembled, erected, and placed in the proper operating condition in full conformity with drawings, specifications, engineering data, instructions and recommendations of the equipment manufacturer unless otherwise noted by the Engineer.

6.4.2.7. The center pivot irrigation equipment shall be manufactured by Valmont, Raincat, Reinke, Lindsay, or Zimmatic meeting these minimum specifications.

6.4.2.7.1. No other manufacturers will be acceptable unless approved in writing prior to opening of bids.

6.4.2.8. One operator's manual shall be provided for each system.

6.4.3. GENERAL EQUIPMENT STIPULATIONS

6.4.3.1. The General Equipment Stipulations shall apply to all equipment furnished under this specification.

6.4.4. Power Supply

6.4.4.1. The power supply to the center pivot assembly is 480 volts, 60 Hz, 3 phase. A control power transformer shall be provided with the equipment to supply 120 volt, single phase, or any other control voltage required for the operation of the system.

6.4.5. Structural Design

6.4.5.1. The center pivot spans shall be of the bow-string truss design using the water line in compression and a fixed length tension rod (of high tension steel) as a tension member. Each truss shall form a structurally sound span between the vertical wheel base supports under normal operating conditions and field topography. Truss rods shall be ¾" with manufacturer's standard heavy duty under truss braces.

6.4.6. Pivot Assembly

6.4.6.1. The pivot assembly shall consist of four (4) legs of 4" x 4" x 3/8" angle iron with four (4) 2" x 2" x 3/16" angle braces on all four sides. An adjustable ring lock elbow shall be included connection to the first span must be flexible to allow for grade changes on the first tower.

6.4.6.2. Wheel Base – Minimum wheel base for the center pivot system shall be 156 inches. Maximum span length is 160 feet.

6.4.7. Span Connectors

6.4.7.1. All span connectors shall be of the pinned-hinge, uni-knuckle, or ball and socket type of connection allowing for free horizontal, vertical, and rotational movement about the connection for the field topography

6.4.7.2. All span connections shall be outside the water line creating an unobstructed flow path.

6.4.8. Span Couplers

6.4.8.1. The span coupling shall consist of a belted neoprene/rubber boot with screw clamp.

6.4.8.2. The span coupler shall form a watertight joint under normal operating conditions and be replaceable without disassembly of the span connector.

6.4.9. Speed of Rotation

6.4.9.1. The minimum rotation time @ 100% speed shall be a full circle (360°) in 18 hours. The speed shall be based on the radii shown in the center pivot schedule to the last drive wheel and the specified combination of drive motor, gear box and tire size.

6.4.10. DRIVE MOTORS AND GEAR BOXES

6.4.10.1. Drive motors shall :

6.4.10.1.1. operate from 3 phase 480 volt, 60 Hz electrical power;

6.4.10.1.2. be manufactured and warranted by the irrigation system manufacturer;

6.4.10.1.3. be sealed against moisture and dust contamination;

6.4.10.1.4. be located at the approximate center of each self-propelled tower;

6.4.10.1.5. be designed specifically for center pivot applications and shall comply with applicable provisions of the NEMA and IEEE Standards; and,

6.4.10.1.6. rated for a continuous duty cycle and have inherent overload protection.

6.4.10.1.6.1. Drive motors shall be limited to a maximum current draw of 1.8 amps and shall be rated for a minimum of ¾ HP.

6.4.10.1.6.2. Ball bearings shall be double sealed.

6.4.10.1.6.3. Motor leads shall run in ¾" conduit and extend up the tower leg 3 to 4 feet.

6.4.10.1.7. Each self-propelled tower shall be driven by a gear drive and motor located at the center of the tower and a single reduction worm gear box located at each wheel.

6.4.10.1.7.1. The steel hubs shall be mounted directly on the wheel gear box output shaft.

6.4.10.1.7.2. Wheel gear boxes shall be either Valley, Zimmatic or approved equal and shall have a 5 year /5,000 hour warranty, minimum.

6.4.10.1.7.3. The gear drive system shall develop torque adequate to propel the system up 15 percent slopes, and at the same time cross over 12" high

ridges between rows, but not less than 36,000 inch pounds continuous, and capable of 120,000 inch pounds of instantaneous torque.

6.4.10.1.8. The wheel gear box shall:

- 6.4.10.1.8.1. have a minimum reduction ratio of 50:1;
- 6.4.10.1.8.2. have a minimum output shaft diameter of 2¼”;
- 6.4.10.1.8.3. have a built-in lubricant expansion chamber;
- 6.4.10.1.8.4. be sealed against moisture and dust contamination;
- 6.4.10.1.8.5. be specifically designed for center pivot irrigation systems;
- 6.4.10.1.8.6. have bearings with an average life of no less than 15,000 hours (computed per AFBMA); and,
- 6.4.10.1.8.7. be supplied filled with oil to the normal operating level which shall submerge all bearings.
 - 6.4.10.1.8.7.1. The lubrication shall be suitable for an operating period of at least 20,000 hours or 5 years, whichever occurs first, and shall meet AGMA Grade 7C specifications.
- 6.4.10.1.9. Cross shafts with universal joints connecting the drive motors with the gear boxes shall be adequately sized to deliver the maximum operating torque and shall be shielded to prevent contact with the garments of operating personnel.

6.4.11. Rims

- 6.4.11.1. All rims shall be of proper size for the tires furnished and shall be hot dip galvanized to ASTM 123 specifications.

6.4.12. Tires

- 6.4.12.1. All tires shall be new four ply rated 14.9 x 24, high flotation type tire with a tractor grip design.

6.4.13. SPAN CLEARANCE

- 6.4.13.1. The center pivot spans shall be of standard profile design with ground clearance of 8 foot minimum and 10 foot maximum as measured on a level surface.

6.4.14. Drain Plugs

- 6.4.14.1. Each system shall be equipped with drain plugs which will automatically drain the system when not under operating pressure.

6.4.15. FLUSH VALVE

- 6.4.15.1. Each system shall be equipped with a manually operated flush valve (4 inch minimum) located on each end tower.
 - 6.4.15.1.1. The valve and discharge piping shall be braced to the end tower.
 - 6.4.15.1.2. The valve shall be 5 feet above the ground and the discharge shall be directed away from the operator.

6.4.16. NOZZLE DROPS

6.4.16.1. Nozzle drops shall be spaced as required for the nozzles furnished.

6.4.16.1.1. Unused collars shall be plugged.

6.4.16.1.2. Drops shall be of sufficient lengths to discharge the water (effluent) at the specified height above the ground surface as directed by the Owner.

6.4.16.1.3. They shall have minimum 12 inch furrow arms (gooseneck), and $\frac{3}{4}$ inch "Polydrop" extension tubes.

6.4.16.1.4. Each drop shall be equipped with a plastic ball, cut-off valve above each nozzle.

6.4.17. ELECTRICAL

6.4.17.1. The center pivot shall be furnished and installed in accordance with all applicable local and National Electrical Code requirements.

6.4.17.2. The system shall include a complete and operational control package consisting of all equipment and devices necessary to operate the system as described in these specifications.

6.4.17.3. All control panels shall be readily accessible to the maintenance personnel.

6.4.17.3.1. They shall be totally waterproof.

6.4.17.3.2. Entrances into, exits from, and penetrations of the enclosure shall be made using sealing type hubs to reduce the possibility of collection of water or other contaminants at the point of connection and shall also be made in such a manner as to preserve the minimum NEMA rating of the enclosure

6.4.17.3.3. Dimensions of the enclosures shall not be less the maximum dimensions of the enclosed equipment plus the required electrical clearances as specified in the National Electrical Code.

6.4.17.3.4. Enclosures shall be made of fiberglass and shall have doors covering the controls to prevent vandalism.

6.4.17.3.5. Doors shall have non-corroding hinges or other means of attachment.

6.4.17.3.6. Locking mechanisms shall also be provided on the master control panel

6.4.18. MASTER CONTROL PANEL

6.4.18.1. A master control panel shall be furnished and located at the center pivot riser pad.

6.4.18.2. The master control panel shall include, but not be limited to the following controls and feature:

6.4.18.2.1. A nameplate stating the design voltage, phase and frequency of the incoming power supply and the amperage per phase which shall be the ampacity of the main thermal magnetic circuit breaker.

6.4.18.2.2. Electrically actuated misalignment mechanism to render the system inoperable if misalignment of the system occurs.

6.4.18.2.3. Percentage timer for the end self-propelled tower controlling speed of

rotation.

6.4.18.2.4. Manual and automatic reversing control mechanism shall be provided.

6.4.18.2.4.1. The automatic reversing mechanism shall permit travel of the pivot through an arch of rotation as specified.

6.4.18.3. Momentary power interruption restart circuit to restart the pivot after a time delay when power is restored.

6.4.18.3.1. This control shall not override the misalignment feature for more than 5 seconds.

6.4.18.4. An elapsed time meter which will accumulate total of hours of operating time.

6.4.18.5. Transformers capable of handling voltage reductions required for all functions of the control system.

6.4.18.5.1. Transformers shall be of the isolation type with proper over-current protection for the transformers, conductors, and control devices they serve.

6.4.18.5.2. All control circuits shall operate at 100 volts AC.

6.4.18.5.3. All control switches shall be rated at 600 volts.

6.4.19. RUN LIGHT

6.4.19.1. Run lights shall be provided for each pivot.

6.4.19.1.1. One light shall be mounted above the control panel and shall be clearly visible from a half mile distance.

6.4.19.1.2. The second light shall be mounted at the end tower.

6.4.20. TOWER ALIGNMENT CONTROL

6.4.20.1. Towers will be kept in proper alignment by a micro-switch and cam system.

6.4.20.1.1. All alignment systems shall have a backup to automatically shut down the entire center pivot should any tower become misaligned beyond normal operational limits.

6.4.20.1.2. All micro-switches shall be effectively sealed against moisture and dust contamination.

6.4.21. TOWER CONTROL BOX

6.4.21.1. Each tower shall have an auxiliary tower box to control its functions, including the following:

6.4.21.1.1. A definite purpose long life contactor rated at 30 amps, 600 volts, 7.5 hp, and for 10 million mechanical operations.

6.4.21.1.2. Micro-switch rated 600 volts.

6.4.21.1.3. On-Off switch rated at 7.5 hp, at 600 volts, and safety interlock with the control panel enclosure.

6.4.21.2. Each tower box shall be fitted with a suitable weather tight enclosure.

6.4.22. GROUNDING

6.4.22.1. All systems shall have proper grounding.

6.4.23. SAFETY SIGNS

6.4.23.1. Safety signs describing the automatic starting of the machine, grounding requirements, high voltage, caution and other pertinent safety signs shall be provided and prominently displayed.

6.4.24. COLLECTOR RING

6.4.24.1. The collector ring will be mounted on a stainless steel J tube that extends through the rotating swivel.

6.4.24.2. It shall not be an external type collector ring.

6.4.24.3. There shall be a watertight seal around the tube.

6.4.24.4. A collector ring cover with gaskets shall be provided to protect the internal electrical components against the environment

6.4.24.5. The collector ring shall consist of a minimum of 10 sliding contactors rated at 600 volts and 35 amps minimum.

6.4.24.6. To assure positive contact of the brushes to the contact point, leaf springs shall be used.

6.4.24.7. Slip rings shall be seamless and not more than 4 inches in diameter.

6.4.25. CONDUCTORS

6.4.25.1. Conductors in the irrigation cable shall be a minimum of 14 AWG, copper, type THWN, stranded for s for all control circuits;

6.4.25.2. at least 18 AWG, copper type THWN, stranded for low current signal carrying circuit;

6.4.25.3. and a minimum of no. 10 AWG, copper, type THWN stranded for all three phase motor power conductors.

6.4.25.4. Conductors used to connect or interconnect to or between components within an enclosure shall be rated for 300 volts AC minimum for circuitry utilizing 300 volts or less and for 600 volts minimum for circuits utilizing voltages from 300 to 600 volts AC.

6.4.25.5. Cable jacketing shall be resistant to sunlight, moisture, and corrosion.

6.4.25.5.1. It should also provide mechanical protection, flexibility and be suitable for operation within a temperature range of 15° F and 140° F.

6.4.25.6. All conductors shall be color coded for proper identification, and this coding shall be uniform throughout the entire system.

6.5. MATERIAL

6.5.1. GENERAL

6.5.1.1. All products and materials shall be new and unused.

6.5.1.2. After delivery to the site all materials shall be suitably stored and protected

against damage, vandalism, and the Contractor's construction operations.

- 6.5.1.3. Any material that becomes damaged prior to acceptance by Owner shall be rejected and replaced at the Contractor's expense.

6.5.2. WATER LINE PIPE

- 6.5.2.1. All water line pipe shall be of the nominal diameters (OD) required to provide the amount of water (effluent) called for in the CENTER PIVOT SCHEDULE, hot dip galvanized to the latest ASTM 123 specifications and have a minimum 0.115" wall thickness.

- 6.5.2.2. Water line pipe shall have $\frac{3}{4}$ inch collars at 40 inch centers in the top of the pipe to provide for future LEPA operations.

- 6.5.2.3. Design calculations shall be provided to prove the hydraulic design.

- 6.5.2.4. Piping shall be formed from a ISI/SAE 1010 coil sheet or approved equal.

6.5.3. STRUCTURAL MEMBERS

- 6.5.3.1. All structural members including span braces, tower supports, base beams, miscellaneous bolts, mounting brackets, truss rods, span trusses, and miscellaneous stiffeners shall be hot dip galvanized to the latest ASTM 123 specifications.

- 6.5.3.2. The minimum amount of zinc shall be 2.0 oz/ sq. foot average.

- 6.5.3.3. Truss rods shall be one piece and of a fixed length with a minimum diameter of $\frac{3}{4}$ inch.

- 6.5.3.4. All Welding of structural members shall be done in accordance with the best welding practices as outlined by the American Welding Society (AWS) and performed by qualified welders.

- 6.5.3.5. Vertical tower support legs shall be constructed of four 3"x 4" x $\frac{1}{4}$ " angles bolted to a 6-5/8" x 11 gauge tubular non-towable mobile base.

- 6.5.3.6. Legs must have a minimum of five tie braces.

- 6.5.3.7. Corrosion resistant lock nuts or lock washers shall be used at all bolted connections on the tower supports, base beams, span braces, span trusses and truss rods.

- 6.5.3.8. All fasteners used on the system shall be grade 5 zinc coated or better.

6.5.4. SPAN LAYOUT

- 6.5.4.1. The center pivot spans shall be laid out from the center pivot riser tower to a radius shown in the pivot schedule as follows:

- 6.5.4.1.1. Spans shall be laid out in a manner that no tire track shall be within 25 feet of any obstruction located in the irrigation area or as far away from obstruction as practically possible.

- 6.5.4.1.2. The maximum span length shall be 146 feet for 8 inch pipe and 160 feet for 6-5/8 inch pipe.

- 6.5.4.1.3. The pipe diameter of the end-boom on all units shall be at least 5 inches.

6.5.4.1.4. The maximum length of the end-boom shall be 40.0 feet.

6.5.4.1.5. The diameter of the center riser pipe shall be 8 inches on all center pivot irrigation units. Riser shall have a poly seal gasket for high and low pressure.

6.5.5. NOZZLES

6.5.5.1. Nozzles shall be Senniger Orlando or approved equal

6.5.5.2. These nozzles shall be mounted on single polydrop extension tubes at an average height of 34 inches above the ground.

6.5.5.3. The first nozzle drop shall be no closer than 40 feet to the stationary pivot point tower.

6.5.5.4. The instantaneous application rate shall not exceed 2.25 inches per hour.

6.5.5.4.1. The sprinkler Package shall be computed at 90 percent application efficiency.

6.5.6. CENTER PIVOT SCHEDULE

6.5.6.1. The center pivots shall be designed for the maximum flow, maximum radius and acreage listed in the following schedule:

Unit No.	Operating Pressure	Flow (gpm)	Radius	Acres/Unit	Options	Budget Yr Replaced
2-3	25	800	1320	138	Auto Reverse	2004
2-4	25	800	1315	140	Auto Reverse	2011
3-1	21	900	1320	145	Auto Reverse W/ Spray Booms	2004
3-2	25	900	1320	139	Auto Reverse	2012
5-4	25	900	1320	138	Auto Reverse	2004
10-1	25	800	1320	125	Auto Reverse	2013
10-2	25	800	1320	120	Auto Reverse	2011
10-3	25	800	1291	115	Auto Reverse	2012
10-4	25	800	1294	120	Replace U-joint of span pipe only	2007
10-4	25	800	1294	120	Auto Reverse	2008
11-1	25	800	1300	121	Auto Reverse	2004
11-2	25	800	1300	121	Auto Reverse	2005
11-3	25	800	1300	121		2006
11-4	25	800	1300	121		2013
12-1	25	800	1430	57	Auto Reverse	2005
12-2	25	800	913.05	30	Auto Reverse	2009
13-1	25	800	1516	124	Auto Reverse	2002
13-2	25	800	1008	36	Auto Reverse	2010
13-3	25	800	1325	63		1984
14-1	25	800	1326	126	Auto Reverse	2011
14-2	25	800	1008	55	Auto Reverse	2010
14-3	25	800	924	61		2007
14-4	25	800	1144.64	98		2009
15-1	25	800	1085	84	Auto Reverse	2006
15-2	25	800	1318	123	Auto Reverse	2003
15-3	25	800	1325	63	Auto Reverse	2008
Schumann	25	800	1280	118	Auto Reverse	2006

.Removed the * since we are not doing end guns anymore.

6.5.6.2. Contractor shall include with submittals what pressure at the given flow rate and nozzle type/ spacing will be required. Up to 35 psig is available.

6.5.6.3. The Owner will select which center pivots will be replaced first.

6.5.7. EQUIPMENT CONNECTION:

6.5.7.1. Seamless, 8 inch high pressure, aluminum irrigation pipe with a minimum wall thickness of .064 inches shall be used for connecting the center pivot irrigation equipment to the existing riser valve openers.

6.5.7.2. A line valve and a gravel screen shall be furnished and installed in each connecting pipe.

6.5.7.3. All valves and pipe shall be provided with quick disconnect ring lock assemblies.

6.5.8. LINE VALVE

6.5.8.1. Line valve bodies shall be made of 12 gauge galvanized steel and shall be designed to withstand an internal pressure of 100 psig. Line valves shall be operated by a tee handle arrangement which adjusts the position of an internal flap.

6.5.8.2. Line valves shall be operated by a tee handle arrangement which adjusts the position of an internal flap.

6.5.8.3. Valves shall be capable of sealing a 50 psig shutoff head.

6.5.8.4. Line valves shall be as manufactured by the Pierce Company or approved equal.

6.5.9. GRAVEL SCREENS

6.5.9.1. Gravel screens shall be provided in 20 gauge galvanized iron with 3/32 inch openings.

6.5.9.2. The screens shall be of the ring type for insertion in 8 inch pipe and shall be 3 feet long.

6.5.9.3. Gravel screens shall be as manufactured by Tri-Matic, Inc. or approved equal.

6.5.10. DRAWINGS AND DATA

6.5.10.1. The successful bidder (Contractor) shall submit complete specifications, data and catalog cuts or drawings covering each item of equipment furnished to the Owner for approval.

6.5.10.2. Data and specifications for each item shall include, but not be limited to the following:

6.5.10.2.1. Center Pivot Irrigation Equipment

6.5.10.2.1.1. Name of the Manufacturer

6.5.10.2.1.2. Type and Model Number

6.5.10.2.2. Nozzles

6.5.10.2.2.1. Name of Manufacturer

6.5.10.2.2.2. Type and Model Number

6.5.10.2.2.3. Spacing

6.6. ELECTRICAL

6.6.1. SCOPE

6.6.1.1. This section covers the installation of electrical equipment furnished under the other sections; and furnishing and installing all additional equipment and materials needed for the electrical requirements of these specifications and contract.

6.6.2. CODES AND PERMITS:

6.6.2.1. All work shall be performed and all materials shall be in accordance with the National Electrical Code and applicable local regulations and ordinances.

6.6.2.2. The Contractor shall, at his own expense, arrange for and obtain all necessary permits, inspections, and approval by the proper authorities in local jurisdiction of such work.

6.6.3. RELATION TO OTHER WORK

6.6.3.1. Electrical work shall be performed to conform with the construction schedule and progress of other trades.

6.6.3.2. Electrical apparatus on all equipment shall be handled, set in place, connected, checked out, serviced and placed in readiness for proper operation to the satisfaction of the Owner and Engineer, all within the scope of work intended under this section.

6.7. REVIEW OF EQUIPMENT AND MATERIALS

6.7.1. All Materials and equipment shall be submitted for review.

6.7.2. Each sheet of descriptive literature submitted shall be clearly marked to identify the material or equipment as follows:

6.7.2.1. Equipment and materials descriptive literature and drawings shall show the specification paragraph for which the equipment applies.

6.7.2.2. Sheets or drawings showing more than the particular item under consideration shall have crossed out all but the pertinent description of the item for which review is requested.

6.7.2.3. Equipment and materials descriptive literature not readily cross referenced with the drawings or specifications shall be identified by a suitable notation.

6.7.2.4. Schematics and connecting diagrams for all electrical equipment shall be submitted for review.

6.7.2.4.1. A manufacturer's standard connection diagram or schematic showing more than one scheme of connection will not be accepted, unless it is clearly marked to show the intended connections.

6.8. POWER SERVICES ENTRANCES

6.8.1. Power services for this project have been provided under a previous contract.

6.9. GENERAL PROCEDURE

6.9.1. Electrical work shall be performed in accordance with the following except as otherwise specified or indicated on the drawings.

6.9.2. SETTING OF EQUIPMENT

6.9.2.1. All equipment shall be installed level and plumb.

6.9.3. SEALING OF EQUIPMENT

6.9.3.1. All openings into equipment shall be screened or sealed as required to prevent the entrance of rodents and insects the size of wasps and mud-daubers.

6.9.4. INSTALLATION OF CONDUIT

6.9.4.1. A conduit shall be routed from each center pivot unit stub-up conduit previously installed to each center pivot unit control panel.

6.9.4.2. A pull box, as specified herein, shall be mounted on the existing stub up conduit with the new conduit routed from the pull box.

6.9.4.3. The conduit installed shall be the same size as the existing stub up conduit.

6.9.4.4. Conduit installation shall conform to the following requirements:

6.9.4.4.1. Terminations and connections of rigid steel conduit shall be threaded.

6.9.4.4.2. Conduits shall be reamed, free of burrs, and terminated with conduit bushings.

6.9.4.4.3. Exposed rigid conduit shall be installed parallel to structural members and surfaced.

6.9.4.4.4. Conduit shall be rigidly supported by galvanized hardware and framing materials including nuts and bolts.

6.9.4.4.5. Conduit connections to sheet metal enclosures shall be securely fastened by locknuts inside and outside.

6.9.4.4.6. Conduits shall be capped during construction to prevent entrance of dirt, water and trash.

6.9.5. SEALING OF CONDUITS

6.9.5.1. After cable has been installed and connected, conduit ends shall be sealed by Johns-Mansville "Duxseal" or approved equal, forced into conduits to a minimum depth equal to the conduit diameter.

6.9.6. INSTALLATION OF CABLE

6.9.6.1. Cable for this project as provided under a previous contract.

6.9.6.2. The cable shall be routed from the pull box at the center pivot unit stub-up conduit to the center pivot unit control panel in conduit as specified herein.

6.9.6.3. Cable connections at the center pivot control panel shall be as

recommended by the center pivot supplier.

6.9.6.4. Care shall be taken to protect the cable and avoid kinking of conductors, cutting or puncturing the jacket, contamination from oil or grease, or damage in any manner.

6.9.6.5. Cable installation shall conform with the following requirements:

6.9.6.5.1. Stranded conductor cable shall be terminated by lugs, cup washers or pressure type connectors

6.9.6.5.2. Stranded cable shall not be wrapped around screw type terminals.

6.9.6.5.3. Cable shall not be pulled tight against bushings nor pressed heavily against enclosures

6.9.6.5.4. cable pulling lubricants shall be as recommended by the cable manufacturer for that particular type cable.

6.9.6.5.5. Cables in vertical risers shall be supported Kellems woven grips or approved equal where necessary to prevent heavy loading on cable connectors because of the weight of the cable.

6.9.7. INSTALLATION OF GROUNDING MATERIALS

6.9.7.1. Electrical system grounding and equipment grounding shall be installed in compliance with the National Electrical Code and shall conform to the following applicable requirements.

6.9.7.1.1. All ground conductors shall be bare, soft drawn, copper cable or bar, not smaller than 12 AWG.

6.9.7.1.2. Ground cable splices and joints which will be inaccessible upon completion of construction shall be made with the "Cadweld" process or approved equal.

6.9.7.1.3. Ground connections to equipment and ground buses shall be by ground lugs or clamps.

6.9.7.1.4. Connections to enclosures not provided with ground busses or terminals shall be by clamp type lugs added under permanent assembly bolts or under new bolts drilled and added through enclosures or by grounding locknuts or bushings.

6.9.7.1.5. Ground conductors on equipment shall be formed to the contour of the equipment and firmly supported.

6.9.7.1.6. All Ground connection hardware, bolts and nuts shall be high strength, high conductivity copper alloy.

6.9.7.1.7. Ground rods shall be 5/8 inch by 8 foot, Copperweld or approved equal.

6.9.7.1.8. A ground rod shall be driven at each center pivot control panel for connection of grounding conductors.

6.10. JUNCTION BOXES

6.10.1. Boxes shall be constructed of PVC or fiberglass.

6.10.2. Box sizes, thickness, and installation details shall comply with the National

Electrical Code.

6.10.3. Bolt-on junction box covers 3'0" square or larger, or heavier than 25 pounds, shall have a rigid handle.

6.10.4. Covers larger than 3'0" by 4'0" shall be split.

6.10.5. Pull boxes shall be NEMA Type 3R

6.11. RIGID CONDUIT

6.11.1. Unless otherwise specified, all raceways shall be heavy wall, galvanized, PVC coated rigid steel conduit, ANSI C80.1.

6.11.2. PVC coated steel conduit shall be as manufactured by Robroy Industries or approved equal.

7. SUBMITTALS

7.1. LAYOUT DATA

7.1.1. Contractor shall keep neat and legible notes of measurements and calculations made by him in connections with the layout of the Work.

7.1.2. Copies of such data shall be furnished to the Owner for use in checking Contractor's layout as provided under lines and grades.

7.1.3. All such data considered of value to Owner will be transmitted to Owner with other records upon completion of the Work.

7.2. CONSTRUCTION PHOTOGRAPHS

7.2.1. Owner shall be responsible for the production of all construction photographs required by Owner.

8. TEMPORARY FACILITIES

8.1. OFFICE AT SITE OF WORK

8.1.1. During the performance of the work described herein, Contractor shall maintain a suitable office at or near the site of the work which shall be the headquarters of his representative authorized to receive drawings, instructions or other communications or articles.

8.1.2. Any communication given to said representative or delivered at Contractor's office at the site of the Work in his absence shall be deemed to have been delivered to contractor.

8.1.3. Copies of the Drawings, Specifications and other contract documents shall be kept at Contractor's office at the site of the work and available for use at all times.

8.2. WATER

8.2.1. Potable water is not available at the site.

8.2.1.1. Contractor shall supply water for potable and sanitary facilities at his own expense.

8.2.2. Construction Water

8.2.2.1. Secondary effluent water will be available and shall be coordinated with the Owner's field personnel.

8.2.2.2. This supply of non-potable water shall be furnished without charge.

8.3. POWER

8.3.1. Contractor shall provide all power for heating, lighting, operation of Contractor's plant or equipment, or any other use by Contractor.

8.4. TELEPHONE SERVICE

8.4.1. Contractor shall make all necessary arrangements and pay all installation charges for telephone lines at his office at the site.

8.5. SANITARY FACILITIES

8.5.1. Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the project.

8.5.2. Sanitary facilities shall be of reasonable capacity, properly maintained through the construction period, and obscured from public view to the greatest practical extent.

8.5.3. If toilets of the chemically treated type are used, at least one toilet will be supplied for each 20 men.

8.5.4. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

8.6. MAINTENANCE OF TRAFFIC

8.6.1. Contractor shall conduct his work to interfere as little as possible with public travel.

8.6.2. Whenever it is necessary cross, obstruct or close roads, public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owner's of private roads before interfering with them.

8.6.3. Such maintenance of traffic will not be required when Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

8.7. FENCES

8.7.1. All existing fences affected by the Work shall be maintained by Contractor until completion of the Work

8.7.2. Fences which interfere with construction operations shall not be relocated or dismantled until permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon.

8.7.3. Gates shall be kept closed and locked at all times when not in use.

8.8. SECURITY

8.8.1. Contractor shall be responsible for the protection of the site, and all Work, materials, equipment and existing facilities thereon, and material in the salvage yards against vandals and other unauthorized persons.

8.8.2. No claim shall be made against Owner by reason of any act of an employee or trespasser, and contractor shall make good all damage to Owner's property resulting from his failure to provide security measures as specified.

8.8.3. Security measures shall include such additional security fencing, barricades, lighting, watchman services, and other measures as required to protect the site.

8.9. ACCESS ROADS

8.9.1. All access roads used by the Contractor shall be within the construction areas

8.9.2. Construction traffic across uncleared areas will not be permitted.

8.9.3. Existing roads may be used.

8.9.4. If the Contractor must have a road across an uncleared area outside the construction area, the Contractor must receive permission from the Owner.

8.10. PARKING

8.10.1. Owner will direct Contractor to suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Owner's operations, or construction activities.

8.11. POLLUTION CONTROL

8.11.1. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities.

8.11.2. No sanitary wastes will be permitted to enter any drain or watercourse.

8.11.3. Reasonable measures shall be taken to prevent sediment, debris or other such materials from entering any drain or watercourse.

9. GENERAL EQUIPMENT STIPULATIONS

9.1. SCOPE

9.1.1. All equipment furnished and installed under these specifications and relative contract documents shall conform to the general stipulations set forth in this section except as otherwise specified in other sections of the specifications.

9.2. COORDINATION

9.2.1. Contractor shall coordinate all details of the equipment with other parts of the work, including verification that all structures, piping, wiring, and equipment components are compatible.

9.2.2. Contractor shall be responsible for all structural and other alterations in the

Work required to accommodate equipment differing in dimensions or other characteristics from that contemplated in contract drawings or specifications.

9.3. MANUFACTURER'S EXPERIENCE

9.3.1. Unless specifically named in the specifications, a manufacturer shall have furnished equipment of the type and size specified which has been in successful operation for not less than the past five years.

9.4. WORKMANSHIP AND MATERIALS

9.4.1. Contractor shall guarantee all equipment against faulty or inadequate design, improper assembly, or erection, defective workmanship or materials, and leakage, breakage, or other failure.

9.4.2. Materials shall be suitable for the service conditions.

9.4.3. All equipment shall be designed, fabricated and assembled in accordance with the best modern engineering and shop practice.

9.4.4. Individual parts shall be manufactured to standard sizes and gauges so that repair parts, furnished at any time, can be installed in the field.

9.4.5. Like parts of duplicate units shall be interchangeable.

9.4.6. New equipment shall not have been in service at any time prior to delivery, except as required by tests.

9.4.7. Except as otherwise specified, structural and miscellaneous fabricated steel used in equipment shall conform to AISC standards.

9.4.8. All structural members shall be designed for shock or vibratory loads.

9.4.9. Unless otherwise specified, all steel which will be submerged, all or in part, shall be at least ¼ inch thick.

9.5. LUBRICATION

9.5.1. Equipment shall be adequately lubricated by systems which require attention no more frequently than weekly during continuous operation.

9.5.2. Lubrication systems shall not require attention during startup and shutdown and shall not waste lubricants.

9.5.3. Lubricants of the type recommended by the equipment manufacturer shall be provided in sufficient quantity to fill all lubricant reservoirs and to replace all consumption during testing, startup and operation prior to acceptance by the Owner.

9.5.4. Lubricant facilities shall be convenient and accessible.

9.5.5. Oil drains and fill openings shall be easily accessible from the normal operating area or platform.

9.5.6. Drains shall allow for convenient collection of waste oil in containers, from the normal operating area or platform without removing the unit from its normal installed position.

9.6. ELEVATION

9.6.1. Since the elevation of the site is approximately 2600 feet, all equipment

furnished shall be designed to meet stipulated conditions and to operate satisfactorily at this elevation.

9.7. ELECTRIC MOTORS

9.7.1. Unless otherwise specified, motors furnished with equipment shall meet the following requirements:

9.7.1.1. Designed and applied in accordance with NEMA, ANSI, IEEE, AFBMA, and NEC for the duty service imposed by the driven equipment, such as frequent starting, intermittent overlaid, high inertia, mounting configuration, or service environment.

9.7.2. Rated for continuous duty at 40° C ambient, unless the application is well recognized for intermittent duty service as a standard industry practice.

9.7.3. Insulated with Class A, Class B, class F, or Class H insulation and designed for a service factor of 1.00, 1.15, or greater.

9.7.4. When operating at a service factor load, maximum observable temperature rise of insulation and motor parts, as determined by resistance or thermometer methods, shall not exceed the NEMA allowable limits for the type of motor, the type of enclosure, and the particular application with regard to continuous and intermittent duty.

9.7.5. To ensure long motor life, nameplate horsepower, regardless of service factor, shall be at least 115 percent of the maximum load imposed by the driven equipment.

9.7.6. Designed for full voltage starting

9.7.7. De-rated, if required, for the altitude at which the equipment is installed.

9.7.8. Clamp type grounding terminal shall be installed inside the motor conduit box

9.7.9. External conduit boxes shall be oversized at least one size larger than NEMA standards.

9.7.10. Totally enclosed motors shall have a continuous moisture drain which also excludes insects

9.7.11. Bearings shall be either oil or grease lubricated.

9.7.11.1. Manufacturer's standard motor may be supplied on integrally constructed, packaged assemblies such as appliances, tools, unit heaters, and similar equipment specified by model number, in which case a redesign of the unit would be required to furnish motors, of other than the manufacturer's standard design.

9.7.11.2. However, in all cases, totally enclosed motors are preferred and shall be furnished if offered by the manufacturer as a standard option

9.7.12. Totally enclosed motors shall be furnished on all equipment.

9.8. SAFETY GUARDS

9.8.1. All moving or rotating parts shall be covered on all sides by a safety guard.

9.8.2. Safety guards shall be fabricated from 16 USS gauge or heavier galvanized

or aluminum clad sheet steel or ½ inch mesh galvanized expanded metal.

9.8.3. Each guard shall be designed for easy installation and removal.

9.8.4. All necessary supports and accessories shall be supplied for each guard

9.8.5. Supports and accessories, including bolts, shall be galvanized.

9.9. SPECIAL TOOLS AND ACCESSORIES

9.9.1. Equipment requiring periodic repair and adjustment shall be furnished complete with all special tools, instruments, and accessories required for proper maintenance.

9.9.2. Equipment requiring special devices for lifting or handling shall be furnished complete with those devices.

9.10. SHOP PAINTING

9.10.1. All steel and iron surfaces shall be protected by suitable paint or coatings applied in the shop.

9.10.2. Surfaces which will be inaccessible after assembly shall be protected for the life of the equipment.

9.10.3. Exposed surfaces shall be finished smooth, thoroughly cleaned, and filled as necessary to provide a smooth uniform base for painting.

9.10.4. Surfaces to be painted after installation shall be shop painted with one or more coats of primer which will adequately protect the equipment until finish coats are applied.

9.10.5. Electric motors, speed reducers, starters and other self-contained or enclosed components shall be shop primed or finished with high grade oil resistant enamel suitable for coating in the field with alkyd enamel.

9.10.6. Coatings shall be suitable for the environment where the equipment is installed.

9.10.7. Shop primer for steel and iron surfaces shall be Cook "391-N-142-Clorocon Barrier Coat", Koppers "No. 10 Inhibitive Primer", Mobil "13-R-28 Chromox Primer", or Tnemec "77 Chem-Prime". Any other coating process shall be approved in writing prior to the bid opening.

9.10.8. Machined, polished and non ferrous surfaces which are not to be painted shall be coated with a rust preventive compound, Houghton "Rust Veto 344" or Rust-Oleum "R-9" or other approved equal.

9.11. PREPARATION FOR SHIPMENT

9.11.1. All equipment shall be suitably packaged to facilitate handling and protect against damage during transit and storage.

9.11.2. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling and storage.

9.11.3. All equipment shall be protected from exposure to the elements and shall be kept thoroughly dry at all times.

9.11.4. Painted surfaces shall be protected against impact, abrasion, discoloration and other damage.

- 9.11.5. All painted surfaces which are damaged prior to acceptance of equipment, shall be repainted to the satisfaction of the Engineer.
- 9.11.6. Grease and lubricating oil shall be applied to all bearings and similar items
- 9.11.7. Each item of equipment shall be tagged or marked as identified in the delivery schedule or on the drawings.
- 9.11.8. Complete packing lists and bills of material shall be included with each shipment.

10. MEASUREMENT AND PAYMENT

10.1. SCOPE

- 10.1.1. This section covers methods of measurement and payment for items of work under these specifications and contract documents.

10.2. GENERAL

- 10.2.1. The bid price shall cover all work required by these specifications and contract documents:
- 10.2.2. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies and appurtenances; providing all construction plant, equipment and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the completely installed price bid per 1320 foot Center Pivot System.

10.3. CENTER PIVOT IRRIGATION EQUIPMENT

- 10.3.1. The price bid for the center pivot irrigation equipment shall be based on the furnishing and installing all new center pivot irrigation equipment including all costs for piping, controls, riser tower, structural components, self-propelled towers with drive motors and gear boxes, tires, nozzles, emergency stops, accessories and appurtenances, and all other costs of the center pivot irrigation system.

11. SITE HOUSE KEEPING

11.1. DAILY:

- 11.1.1. Contractor shall at all times keep the premises free from accumulations of waste materials and rubbish.
- 11.1.2. Contractor shall provide adequate trash receptacles about the site and shall be promptly empty the containers when filled.
- 11.1.3. Volatile wastes shall be properly stored in covered metal containers and removed daily.
- 11.1.4. Wastes shall not be buried or burned on the site except as specified herein.
- 11.1.4.1. Disposal of wastes into waterways is not acceptable.

11.2. END OF PROJECT

- 11.2.1. All wastes shall be removed from the site and disposed of in a manner complying local, state and federal pollution laws.
- 11.2.2. Adequate cleanup shall be a condition for recommendation of progress payments when applicable.

11.2.3. Contractor shall coordinate any salvage operations and storage with the Owner.

12. QUALITY ASSURANCE

Owners Representative or his designate my inspect any or all phases of the work performed. Rejected work shall be corrected before any payment is made for the project.

13. 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.

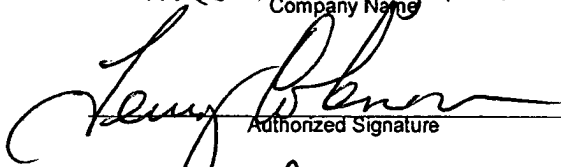
BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS.

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).

Camesa Irrigation
Company Name

806.872.5479
Phone


Authorized Signature

806.872.2615
Fax

Terry Coleman
Print Above Name

9-13-13
Date

cisa @ mesa irrigation . com
Email Address

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.

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

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____.

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

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

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

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

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

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

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

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

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

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

Principal

Surety

By_____

By_____

Address_____

Address_____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

EXHIBIT "D"

PREVAILING WAGE RATE SCHEDULE 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	



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving the purchase of an estimated annual supply of 200,000 pounds of Liquid Anhydrous Ammonia to treat the City's drinking water for the Utilities Department.

Purpose:

Approval of a resolution authorizing the purchase of an estimated annual supply of liquid anhydrous ammonia for use at the Water Purification Plant.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$213,400.00 Water and Sewer Fund

Discussion:

This chemical is used for the treatment of City drinking water. We are recommending accepting the low bid from Brenntag Southwest, Inc. The cost for the liquid anhydrous ammonia increased \$0.277 per pound from last year's cost.

Therefore, please consider approval of a resolution authorizing the purchase of liquid anhydrous ammonia from Brenntag Southwest, Inc. of Houston, Texas for an estimated annual cost of \$213,400.00.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF AN
ANNUAL SUPPLY OF LIQUID ANHYDROUS
AMMONIA FOR TREATING CITY OF MIDLAND
DRINKING WATER FROM BRENNTAG SOUTHWEST,
INCORPORATED, AT A TOTAL COST OF \$213,400.00**

WHEREAS, the City Manager approved the specifications and authorized the advertisement for bids for liquid anhydrous ammonia for treating City of Midland drinking water; and

WHEREAS, Bid No. 6925-14 was opened on September 11, 2013, with the lowest and most responsible bid being submitted by Brenntag Southwest, Inc., at a total price of \$213,400.00; and

WHEREAS, the Council finds the price proposed by Brenntag Southwest, Inc., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of liquid anhydrous ammonia for treating City of Midland drinking water from Brenntag Southwest, Inc.;

**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 from Brenntag Southwest, Inc., liquid anhydrous ammonia, as described and specified in Exhibit "A" attached hereto and made a part hereof for all legal purposes, for a total cost of \$213,400.00.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay for said liquid anhydrous ammonia out of funds available in the Fiscal Year 2013 – 2014 Water and Sewer Fund (300) Utilities (300) Purification Plant (0320) Chemicals and Insecticides (2330) budget account upon receipt of proper invoice or statement approved by the City Manager.

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

City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by
the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Bid Tabulation

BID # 6925-14 Anhydrous Ammonia OPENED September 11, 2013 \$130,000.00			Brenntag Southwest Inc 1632 Haden Road Houston, TX 77015 Gayle Tullier (713) 330-8570		Shrieve Chemical 1755 Woodstead Ct The Woodlands, TX Craig Cutterson (281) 367-4226	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL
1	200000	Lbs - Liquid Anhydrous Ammonia	1.0670	\$213,400.00	\$1.20	\$240,000.00
		Delivery	5 Days ARO		3 Days ARO	
TOTALS:				\$213,400.00		\$240,000.00

Bidding Summary:

10 Bid requests were issued.

2 Bids listed above

1 NO BIDS were received.

Airgas Specialty Products

7 Bidders did not respond.

PDC Chemical, Polydyne, CF Industries, Fulltime Chemical, WD Service, Continental Chemical, Gasoschem Int.



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving the purchase of 1 – water truck tandem axle cab and chassis and 3 – refuse truck tandem axle cab and chassis' from Roberts Truck Center for the Garage Division; 1 – refuse cart truck tandem axle cab and chassis through HGAC from Rush Truck Center of Texas L.P. for the Garage Division.

Purpose:

Approval of a resolution authorizing the purchase of 5 - Heavy Duty Cab & Chassis' for the Garage Division.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$516,560.00 Garage Fund

Discussion:

Freightliner of Odessa was the low bidder for Items 1 and 2 for 1- water truck cab and chassis and 3 – refuse truck cab and chassis', however, they did not meet the torque and tank specifications. Staff recommends Roberts Truck Center, the second low bid at \$358,600.00 which meets all of the required specifications. We did not receive any bids for Item 3 for the refuse cart cab and chassis. This equipment is available on the Houston-Galveston Area Council (H-GAC) from Rush Truck Center in the amount of \$157,960.00. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases.

Therefore, please consider a resolution authorizing the purchase of Items 1 and 2 from Roberts Truck Center of Midland, Texas and Item 3 from Rush Truck Center of Houston, Texas, through H-GAC, for a total cost of \$516,560.00.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF ONE (1) WATER TRUCK TANDEM AXLE CAB & CHASSIS AND TWO (2) REFUSE TRUCK TANDEM AXLE CAB & CHASSIS' FROM ROBERTS TRUCK CENTER, OF MIDLAND, TEXAS, FOR \$358,600.00; AND APPROVING THE PURCHASE OF ONE (1) REFUSE CART TRUCK TANDEM AXLE CAB & CHASSIS FROM RUSH TRUCK CENTER OF TEXAS, L.P., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL, FOR \$157,960.00; TOTAL COST FOR THE FOUR (4) TANDEM AXLE CAB & CHASSIS' IS \$516,560.00

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for the following items:

<u>Item#</u>	<u>Qty.</u>	<u>Description</u>
1	1	Water Truck Tandem Axle Cab & Chassis
2	2	Refuse Truck Tandem Axle Cab & Chassis'
3	1	Refuse Cart Truck Tandem Axle Cab & Chassis

WHEREAS, Bid No. 6959-13 was opened on September 18, 2013, with the lowest bid meeting advertised specifications, for items (1) and (2), being submitted from Roberts Truck Center, of Midland, Texas, in the amount of \$358,600.00, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, there was one lower bid received for items (1) and (2) which did not meet advertised specifications; and

WHEREAS, there were no bids received for item (3); and

WHEREAS, item (3) is available from Rush Truck Center of Texas, L.P., through the Houston-Galveston Area Council (HGAC), for \$157,960.00, as shown on the pricing worksheet attached hereto as Exhibit "B" and incorporated herein for all legal purposes; and

WHEREAS, the HGAC is a cooperative purchasing agency with which the City participates on purchases; and

WHEREAS, the Council finds the price proposed by Rush Truck Center of Texas, L.P., through the HGAC for item (3) to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase items (1) and (2) from Roberts Truck Center, of Midland, Texas, and to purchase item (3), from Rush Truck Center of Texas, L.P., through the HGAC;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the above listed items from the suppliers indicated above and at the prices indicated, as specified in Exhibits “A” and “B,” at an estimated total price not to exceed \$516,560.00.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay said companies the sums indicated above from funds available in the Fiscal Year 2013 – 2014 Garage Fund (750) General Services (040) Garage (0752) Other Equipment (8530) budget account upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Bid Tabulation

BID # 6959-13 Heavy Duty Cab & Chassis' OPENED September 18, 2013			Roberts Truck Center 10101 W I-20 Midland, TX 79705 Clay Barclay (432) 697-2241		Freightliner of Odessa PO Box 7379 Odessa, TX 79760 Jason Moore (432) 580-8400		Freightliner of Odessa PO Box 7379 Odessa, TX 79760 Jason Moore (432) 580-8400		MHC Kenworth Odessa 5251 West IH20 Odessa, TX 79763 Robert Bowden (214) 920-7350	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
							ALTERNATE			
1	1	Tandem Axle Cab & Chassis for Water Truck	91,675.0000	\$91,675.00	\$88,857.00	\$88,857.00	\$94,962.00	\$94,962.00	\$100,950.00	\$100,950.00
		Make /Year	International/2014		Freightliner/2014		Western Star/2014		Kenworth 2014	
		Model	WorkStar 7500		M2106		4700		T-440	
2	3	Tandem Axle Cab & Chassis for Refuse Truck	88,975.0000	\$266,925.00	\$87,472.00	\$262,416.00	\$96,180.00	\$288,540.00	\$98,950.00	\$296,850.00
		Make/Year	International/2014		Freightliner/2014		Western Star 2014		Kenworth 2014	
		Model	WorkStar 7500		114SD		4700		T-470	
3	1	Tandem Axle Cab & Chassis for Cart Truck		NO BID		NO BID		NO BID		NO BID
		Make/Year								
		Model								
		Delivery	45-90 Days ARO		60-90 Days ARO		90-110 Days ARO		11/30/2013	
TOTALS:				\$358,600.00		\$351,273.00		\$383,502.00		\$397,800.00

Bidding Summary:

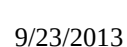
6 Bid requests were issued.

3 Bids listed above

0 NO BIDS were received.

3 Bidders did not respond.

Sam Pack's Five Star Ford, Bruckner's Truck Sales, Freightliner Sterling & Western Star of Odessa



Description: PETERBILT 320 CHASSIS [For KANN ASL BODY]

PETERBILT COMPUTATIONS:

PETERBILT 320 CHASSIS: [CHASSIS]**OPTIONS CALCULATIONS:****COMPLETE CHASSIS LIST PRICE: [SEE FOLLOWING SPEC]** \$ 174,003.00**CHASSIS LIST:** \$ 157,435.00**CHASSIS OPTIONS LIST:** \$ 16,568.00

LIST

\$	16,568.00	0.831	\$	13,768.01
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OTHER PUBLISHED OPTIONS:

RTC-0049	LABOR TO INSTALL DUAL STEER 124 x 98	\$	12,152.00
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TOTAL OF PUBLISHED OPTIONS	\$	25,920.01
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PETERBILT 320 CHASSIS & OPTIONS LISTING



Rush Truck Center - Houston H600
10200 N Loop East

MIDLAND, CITY OF
600 N. Carver

Houston, Texas United States 77029
Phone: (713) 691-4511
Fax:
Email:

MIDLAND, Texas United States 79702
Phone: (432) 553-6067
Fax: (432) 885-7433
Contact Email: jgarcia@midlandtexas.gov
Prepared for: JOE GARCIA

Vehicle Summary

		Unit	Chassis	
Model:		Model 320	Fr Axle Load (lbs):	20000
Type:		Full Truck	Rr Axle Load (lbs)	40000
Description:		FOR KANN ASL	G.C.W. (lbs):	62000
		Application	Road Conditions:	
Intended Serv.:		Refuse/On-Highway	Class A (Highway)	100
Commodity:		Refuse, Scrap	Class B (Hwy/Mtn)	0
		Body	Class C (Off-Hwy)	0
Type:		Automated Side Loader	Class D (Off-Road)	0
Length (ft):		16	Maximum Grade:	6
Height (ft):		8.0	Wheelbase (in):	211
Max Laden Weight (lbs):		2000	Fr Axle to BOC (in):	0.1
		Trailer	Cab to Axle (in):	210.9
No. of Trailer Axles:		0	Cab to EOF (in):	270.9
Type:			Special Req.	
Length (ft):		0	United States Registry	
Height (ft):		0.0		
Kingpin Inset (in):		0		
Corner Radius (in):		0		
		Restrictions		
Length (ft):		40		
Width (in):		102		
Height (ft):		13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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 Effective Date: Jun 1, 2013
 Prepared by: Administrator

Complete

Model Number: Model 320
 Quote/DTPO/CO: Q53660547
 Version Number: 27.10



Rush Truck Center - Houston H600
10200 N Loop East

MIDLAND, CITY OF
600 N. Carver

Houston, Texas United States 77029
Phone: (713) 691-4511
Fax:
Email:

MIDLAND, Texas United States 79702
Phone: (432) 553-6067
Fax: (432) 885-7433
Contact Email: jgarcia@midlandtexas.gov
Prepared for: JOE GARCIA

Data	Code	Description	\$ List	Weight
Base Model				
0003201	O	Model 320	157,435	15,800
0091180	O	Refuse, Scrap	0	0
0093035	O	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0	0
0095120	O	Automated Side Loader	0	0
0098170	O	United States Registry	0	0
Frame & Equipment				
0514160	O	10-3/4in Steel Rails 306-342in 10.75x3.5x.375 Dimension, 2,136,000 RBM	166	163
0601500	O	Full Steel Inner Liner	799	661
0620160	O	FEPTO Provision 4-7/8in Bumper Extension Includes 1350 Series Front Drive PTO attachment provision, radiator with PTO cut-out in grille, radiator protection sleeve, and bumper extension.	661	45
0620490	O	EOF Xmbr Bolted ipo Huck Fastened	50	0
0644020	O	EOF Square with Steel Xmbr	143	64
0651090	S	Omit Rear Mudflaps and Hangers	0	0
0713130	O	(2) Solid Mount Cable Hooks	197	0
Front Axle & Equipment				
1011360	S	Dana Spicer D2000F 20,000 lb, 3.5in Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0	0
1114030	S	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	0	0
1243020	O	Power Steering Sheppard SD110 Dual Glidekote splines on steering shaft extend service life of components.	802	40

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Data	Code	Description	\$ List	Weight
1354795	O	PHP10 Iron LMS Hubs-Air Disc	0	0
1354870	O	Bendix Severe Service Rotor For Air Disc Brakes	32	11
1380230	S	5in Drop IPO 3.5in, Front Axle	0	0
1380290	S	Air Disc Front Brakes Complies with reduced stopping distance regulations.	0	0
1390540	O	Dust Shields, CAM And Air Disc Brakes, Front Axle	30	4

Rear Axle & Equipment

1523320	O	Dana Spicer D40-170 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. 11 mm housing, 17.7 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-745	-44
1616230	O	PHP10 Iron LMS Hubs 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	-96	60
1616310	O	Bendix Severe Service Rotor For Air Disc Brakes	70	14
1632650	S	Long Stroke Parking Brakes, Drive Axle(s)	0	0
1672630	O	Diff Lock Both Axles (Air Rocker Switch occupies the space of one gauge)	2,043	60
1673090	O	Separate Dash Controls, Cont Trac Full Lock Dana Spicer or Meritor - Tandem or TriDrive Axles (Air Rocker Switch occupies the space of two gauges for tandem axle and three gauges for tri-drive axle)	98	2
1680030	O	Veeder Root Hubodometer, Miles	74	0
1680280	O	Bendix Smart ATC Traction Control	212	2
1680470	O	Lube Pump, Drive Axle(s)	307	36
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1682710	O	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	400	35

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Data	Code	Description	\$ List	Weight
1684200	S	Synthetic Axle Lubricant All Axles The conventional model product line includes Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687040	S	Air Disc Rear Brakes, Tandem Drive Axle Inc automatic slack adjusters.	0	0
1704780	O	Ratio 4.78 Rear Axle	0	0
1824230	O	Hendrickson Haulmaax HMX400 40,000 lb, 54in AS 55K Creep Rating	624	-40

Engine & Equipment

2058509	O	PACCAR PX-9 370@2000 GOV@2100 1250@1400 (2013 Emissions) Includes alum flywheel housing. Chevron Delo LE SAE 15W40 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. [Cummins ISL Private labeled PACCAR PX-9] N20300 P029 Yes...Idle Shutdown Enable N20380 P001 65....Max Speed in Top Gear N20400 P059 65....Maximum Cruise Speed N20440 P030 5.....Idle Shutdown Timer	846	0
2140150	O	Remote PTO And Throttle Provision	37	0
2140200	O	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2511440	O	200 Amp Alternator, Standard Brush 12 Volt system with circuit protection for reliable easy maintenance & service. Weather pack silicone sealed electrical chassis connectors enhance value, durability, reliability. Wires numbered every 4" or less.	489	0
2522050	S	PACCAR 12V Starter	0	0
2535040	O	3 Optima DT31T Batteries 2700 CCA Threaded Stud type terminal. AGM (Absorbent Glass Material). Stranded copper battery cables are double aught (00) or larger to reduce resistance.	603	7
2539090	O	Big Switch Battery Disconnect Mounted on battery box	406	4
2539220	O	Battery Jumper Terminals Mtd In Front Of Battery Box	221	4
2621000	S	2-Speed Fan Clutch For Frequent Start/Stops	0	0
2723210	S	18.7 CFM Air Compressor Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0

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Data	Code	Description	\$ List	Weight
2922050	O	PACCAR Fuel Filter, Heated 12V With water in fuel (WIF) sensor. In addition to the fuel filter supplied with the engine.	108	0
3010400	O	Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	0
3114270	S	High Efficiency Cooling System Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage.	0	0
3120450	S	Wing Nut Style Mounted Grille	0	0
3221150	S	16in FVG Air Cleaner Horizontal Mounted (FVG16-0619) Dual Element/Dual Stage. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3365080	S	Exhaust Vertical LH DPF/SCR transverse mounted.	0	0
3381770	O	Curved Tip Standpipe(s)	49	0
3387870	S	24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)	0	0

Transmission & Equipment

4052110	S	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation)	0	0
4210200	O	1760 HD Driveline, Single Midship Bearing	803	75
4256350	O	Allison RDS Auto Neutral AK Single steer LH or RH. Add Code 4540940 if plumbed to flip valve to actuate service brakes is desired.	312	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 series transmissions	0	0
4256940	O	Allison Load Based Shift Schedule (LBSS)	0	0
4257010	S	Tower Mounted Push Button Shifter	0	0

Air & Trailer Equipment

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Printed:	9/23/2013 2:37:04 PM	Complete	Model Number:	Model 320
Effective Date:	Jun 1, 2013		Quote/DTPO/CO:	Q53660547
Prepared by:	Administrator		Version Number:	27.10



Data	Code	Description	\$ List	Weight
4510760	S	Bendix AD-IS EP Air Dryer with Heater Extended Purge (for use with higher air consumption applications). An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	0	0
4520420	O	Berg Pull Cord Drain Valve(s) - All Air Tanks	15	0
4540420	S	Nylon Chassis Hose	0	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4611930	O	Body Connections 5ft BOC Junction Box contains light and power circuits for Body Connections located 5ft from BOC.	185	4

Tires & Wheels

5068590	O	FF: BR 20ply 315/80R22.5 M860A	176	-4
5167320	O	RR: BR 16ply 11R22.5 M843	620	136
5190008	O	Code-rear Tire Qty 08	0	0
5222870	O	FF: Alcoa 894640 Plt 22.5x9.00 Alm Whl Pilot Mount. 10,000 lb. load rating per wheel.	200	-92
5315090	O	RR: Accur 50291 Plt 22.5x8.25 Stl Whl Heavy Duty	596	40
5390008	O	Code-rear Rim Qty 08	0	0

Fuel Tanks

5556130	O	26in Aluminum 80 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	55	13
5606080	O	Location LH BOC Rear-Most 80 Gallon	0	0
5650490	S	Fuel Cooler Required with single fuel tank.	0	0
5652830	O	Polish All Fuel/Hydraulic/DEF Tank Straps Does not apply to Rectangular Def Tank straps.	69	0
5652890	O	DEF Tank Mounted LH BOC Models 210, 220 and 320 mounted LH cab fender.	0	0
5655069	S	DEF Tank 320	0	0

Battery Box & Bumper

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

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Effective Date: Jun 1, 2013
Prepared by: Administrator

Complete

Model Number: Model 320
Quote/DTPO/CO: Q53660547
Version Number: 27.10



Data	Code	Description	\$ List	Weight
6010220	O	Aluminum Battery Box LH Fender Mounted	372	0
6030150	O	Rubber Battery Pad In Bottom Of (1) Battery Box (Mat in box that holds batteries only)	9	2
6121700	S	Steel Bumper Channel Painted Includes two front tow eyes with pins.	0	0

Cab & Equipment

6501000	S	53in LCF Cab LH Drive Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, engine tunnel mounted control console, removable instrument panel with speedometer message center, engine oil pressure gauge, cigar lighter and ashtray, two inside sunvisors, 16in steering wheel with integrated horn button, tilt adjustable column, view window in RH door, 18in step height on each side, extended metal step with additional grab handle LH/RH, self-canceling turn signals and Front Directionals and Side Mounted Turn Signals. N6500 Dual Sit Down Steering Dealer N6501 Supplied [I.E. Republic Waste]	0	0
6800500	S	4.5 Inch Rubber Flares on Cab and Wheel Well Fenders	0	0
6914130	O	Sears C2 Driver Seat	375	0
6924130	O	Sears C2 Passenger Seat	368	0
6939400	O	Air Ride Driver	219	15
6939430	O	Mid Back Driver	7	50
6939460	O	Fabric Driver	32	0
6939500	O	Air Ride Passenger	219	15
6939530	O	Mid Back Passenger	7	15
6939560	O	Fabric Passenger	30	0
7000000	S	Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover.	0	0
7000015	S	Adjustable Steering Column – Tilt Only	0	0
7001620	S	Steering Wheel with Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7040190	S	Door Pads Padded Vinyl with Carpet Inserts	0	6
7220130	S	Rear Window Back of Cab Standard Tint 18.5in X 54in	0	0
7230350	S	Two Piece Flat Windshield	0	0

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Model Number: Model 320
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Data	Code	Description	\$ List	Weight
7322010	O	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	1,263	4
7330130	O	(2) Aux Defrost Fans in Cab	149	6
7561260	O	Black LH/RH Tri-plane Mirrors, Heated, Motorized, Mounted to Doors	825	2
7620620	O	(2) Air Horns 24.5in Chrome - Round w/Horn Shield	177	8
7725690	O	ConcertClass Head Unit With CD Includes AM/FM and weatherband. Available with Standard speaker systems.	336	10
7725710	O	Standard Speaker Package For Cab (2) Speakers	57	4
7851330	O	Cab Tilt Pump Air Assist	123	0
7851480	S	Peterbilt Electric Windshield Wipers with Intermittent Feature	0	0
7851610	O	(2) Grabhandles Horizontal Front of Cab under windshield. (For access to windshield for cleaning.)	34	4
7900090	O	Triangle Reflector Kit Shipped Loose	20	13
7901130	O	Backup Alarm (107dB)	119	3
8011120	S	Oil Temp Gauge Trans Main Allison Transmission	0	0
8021380	S	Air Restriction Indicator, Filterminder Mounted on air cleaner or intake piping.	0	0
8022150	O	Fuel Filter Restriction Gauge	142	0
8110800	S	Headlights Dual Rectangular Halogen	0	0
8120570	S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door.	0	0
8133900	S	None Furnished Stop/Tail/Backup Lights Available with Full Truck only. Not available with Tractor.	0	0
8133960	O	Daytime Running Lights (Required on Canadian units)	76	0
Paint				
8500710	O	Standard Paint Color Selection	-200	0
8530770	O	(1) Color Dupont Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EB WHITE - Stand N85500 CAB ROOF L0006EB WHITE - Stand N85200 FRAME N0001EA BLACK N85700 BUMPER N0001EA BLACK	142	0

Options Not Subject To Discount

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Printed:	9/23/2013 2:37:04 PM	Complete	Model Number:	Model 320
Effective Date:	Jun 1, 2013		Quote/DTPO/CO:	Q53660547
Prepared by:	Administrator		Version Number:	27.10



Data	Code	Description	\$ List	Weight
9408905	O	Medium Duty Emissions Surcharge \$7000	7,000	0
9408932	O	Vehicle Layout See Truck Sales Bulletin 12-89 for additional information.	600	0

Miscellaneous				
	O		0	0

Total Adjusted Price (W/O Freight & Warranty & Surcharges)	\$174,003
Freight Charge	\$2,825
Options Not Subject to Discount	\$600
Surcharges Not subject to Discount	\$7,000
Total Weight	17257

Prices and Specifications Subject to Change Without Notice.

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Effective Date:	Jun 1, 2013		Quote/DTPO/CO:	Q53660547
Prepared by:	Administrator		Version Number:	27.10



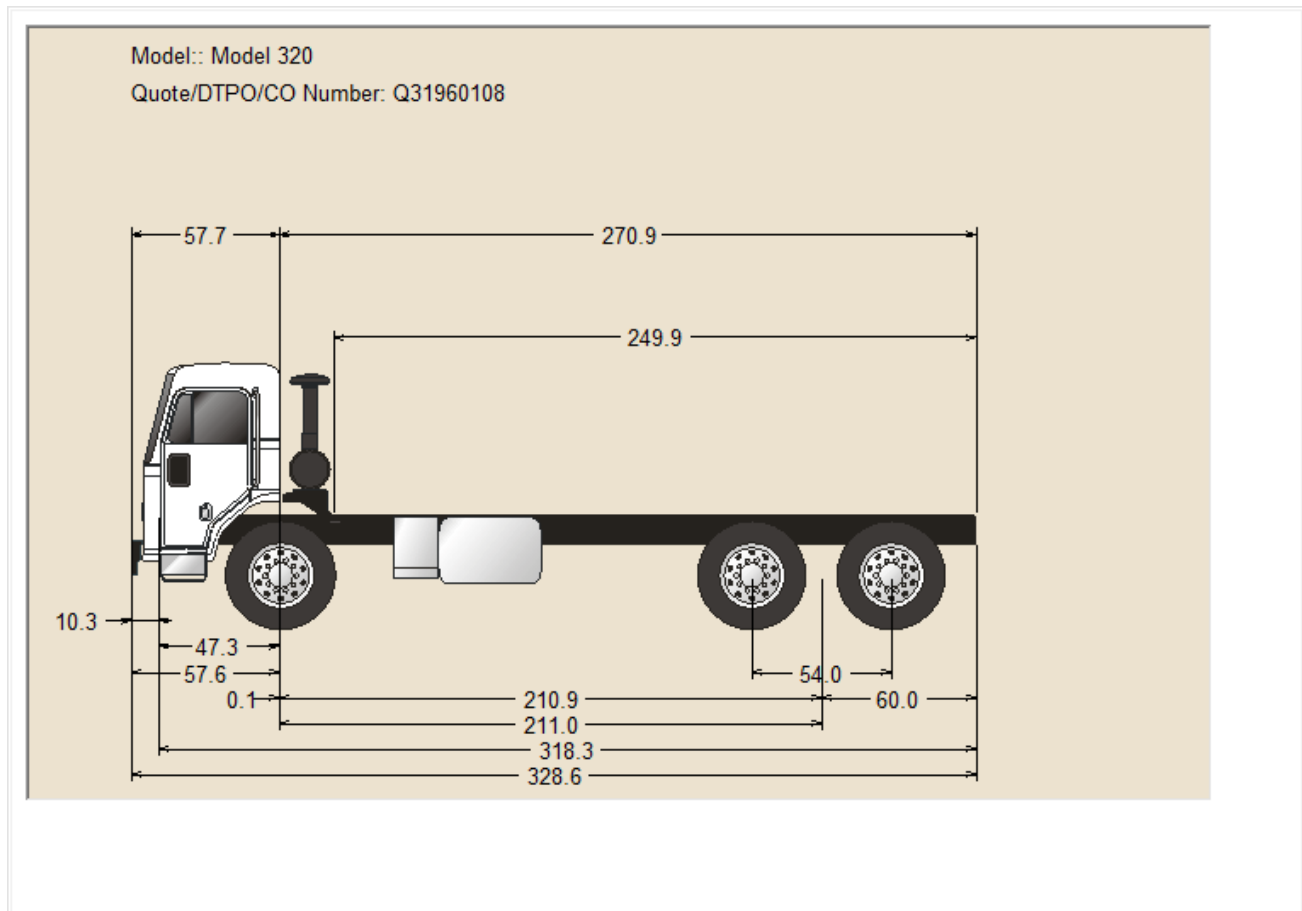
Rush Truck Center - Houston H600
10200 N Loop East

MIDLAND, CITY OF
600 N. Carver

Houston, Texas United States 77029
Phone: (713) 691-4511
Fax:
Email:

MIDLAND, Texas United States 79702
Phone: (432) 553-6067
Fax: (432) 885-7433
Contact Email: jgarcia@midlandtexas.gov
Prepared for: JOE GARCIA

Horizontal Dimensions



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Printed: 9/21/2013 12:15:14 PM
Effective Date: Jun 1, 2013
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Complete

Model Number: Model 320
Quote/DTPO/CO: Q31960108
Version Number: 27.10



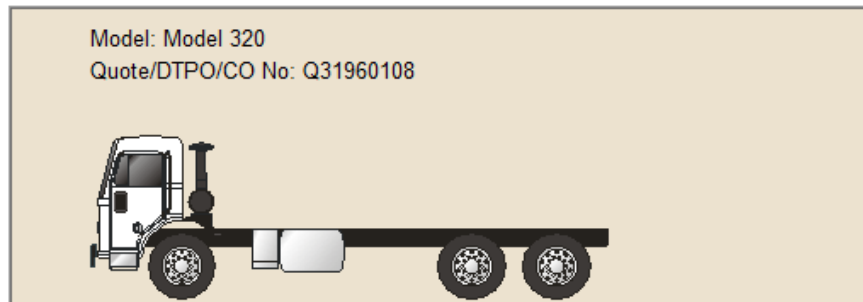
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Prepared for: JOE GARCIA

Frame Rake



Model: Model 320
Quote/DTPO/CO No: Q31960108

The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Code	Name	Laden	Unladen
Frame:	0514160	10-3/4in Steel Rails 306-342in	10.8	10.8
Front Spring:	1114030	Taper Leaf Springs, Shocks 20,000 lb	10.9	14
FX drop-3.5:	1011360	Dana Spicer D2000F 20,000 lb, 3.5in Drop	-1.5	-1.5
Height adj:	0000000	No Adjustment	0.0	0.0
Front Tires:	5068590	FF: BR 20ply 315/80R22.5 M860A	19.9	21.1
Front Frame Height:			40.1	44.4
Frame:	0514160	10-3/4in Steel Rails 306-342in	10.8	10.8
Suspension:	1824230	Hendrickson Haulmaax HMX400 40,000 lb, 54in AS	11.5	12.6
Rear Tires:	5167320	RR: BR 16ply 11R22.5 M843	19.9	21
Rear Frame Height:			42.2	44.4
Frame Rake:			2.1	0
Frame Rake Slope (%):			11	0

These characteristics are considered to be out of the standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).

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Printed: 9/21/2013 12:15:31 PM
Effective Date: Jun 1, 2013
Prepared by: Administrator

Complete

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Quote/DTPO/CO: Q31960108
Version Number: 27.10



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Prepared for: JOE GARCIA

Geared Speed

GEARED SPEED CHART



Configuration: Model 320 / Full Truck GCW: 62000
Quote/DTPO/CO Number: Q31960108
Rear Axle: 1523320 Dana Spicer D40-170 40,000 lb 4.78 Ratio(s)
Rear Tire: 5167320 RR: BR 16ply 11R22.5 M843
Engine: 2058509 PACCAR PX-9 370@2000 GOV@2100 1250@1400
Transmission: 4052110 Allison 3000 RDS-P Transmission, Gen 5

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Printed: 9/21/2013 12:15:51 PM
Effective Date: Jun 1, 2013
Prepared by: Administrator

Complete

Model Number: Model 320
Quote/DTPO/CO: Q31960108
Version Number: 27.10



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Contact Email: jgarcia@midlandtexas.gov
Prepared for: JOE GARCIA

Startability

STARTABILITY CHART



Configuration: Model 320 / Full Truck GCW: 62000
Quote/DTPO/CO Number: Q31960108
Rear Axle: 1523320 Dana Spicer D40-170 40,000 lb 4.78 Ratio(s)
Rear Tire: 5167320 RR: BR 16ply 11R22.5 M843
Engine: 2058509 PACCAR PX-9 370@2000 GOV@2100 1250@1400
Transmission: 4052110 Allison 3000 RDS-P Transmission, Gen 5

NOTE: Startability and low speed gradability results
for automatic transmissions can be misleading.

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Printed: 9/21/2013 12:16:07 PM
Effective Date: Jun 1, 2013
Prepared by: Administrator

Complete

Model Number: Model 320
Quote/DTPO/CO: Q31960108
Version Number: 27.10



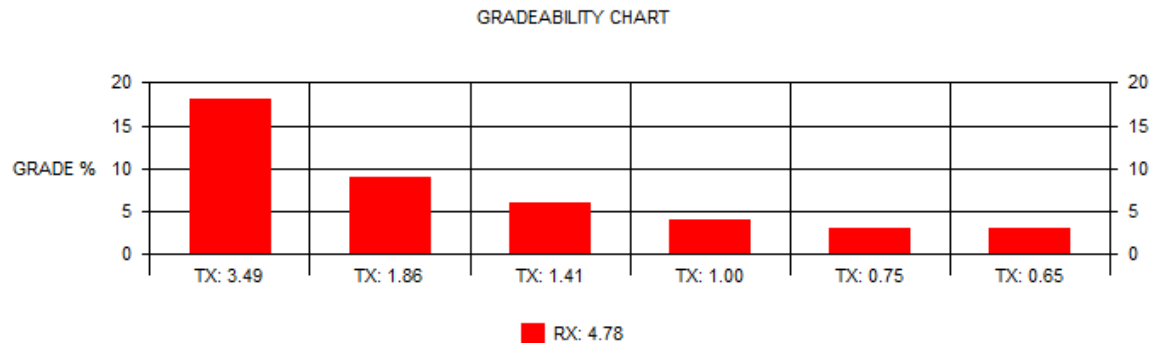
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Fax: (432) 885-7433
Contact Email: jgarcia@midlandtexas.gov
Prepared for: JOE GARCIA

Gradeability Chart



Configuration: Model 320 / Full Truck GCW: 62000
Quote/DTPO/CO Number: Q31960108
Rear Axle: 1523320 Dana Spicer D40-170 40,000 lb 4.78 Ratio(s)
Rear Tire: 5167320 RR: BR 16ply 11R22.5 M843
Engine: 2058509 PACCAR PX-9 370@2000 GOV@2100 1250@1400
Transmission: 4052110 Allison 3000 RDS-P Transmission, Gen 5

NOTE: Startability and low speed gradability results
for automatic transmissions can be misleading.

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Printed: 9/21/2013 12:16:24 PM
Effective Date: Jun 1, 2013
Prepared by: Administrator

Complete

Model Number: Model 320
Quote/DTPO/CO: Q31960108
Version Number: 27.10



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Prepared for: JOE GARCIA

Fuel Tanks

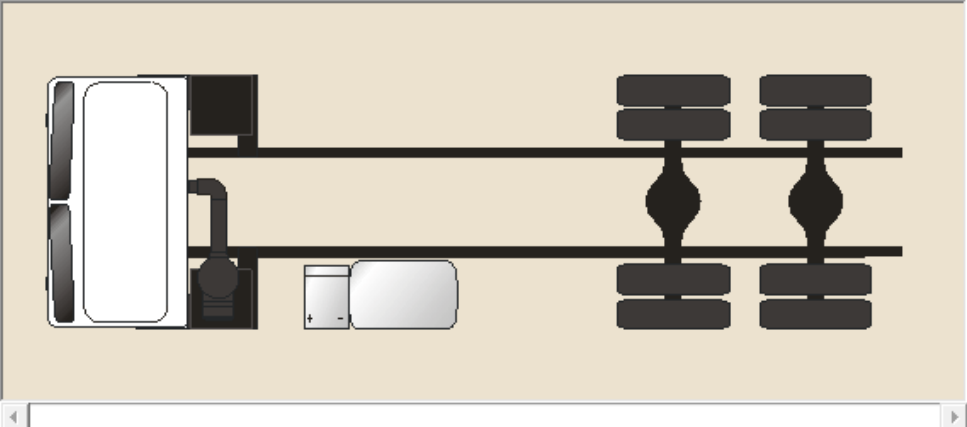
☒ Summary
☐ Right ☐ Left

Location
Under Cab
Back Of Cab 1
Back Of Cab 2
Between Rails
Def Tank

Type

Material

Diameter



☒ Top View ☐ Side View

Right Side Available Space: 120.40 in. Current Wheelbase Space: 211
Left Side Available Space: 53.65 in. Required Wheelbase Space: 158

Position	Description	Price	Weight
LH BOC1	Aluminum Battery Box LH Fender Mounted	372	0
LH BOC2	26in Aluminum 80 Gallon Fuel Tank LH BOC	55	13
Def Tank LH	DEF Tank 320	0	0

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Printed: 9/21/2013 12:17:18 PM
Effective Date: Jun 1, 2013
Prepared by: Administrator

Complete

Model Number: Model 320
Quote/DTPO/CO: Q01760158
Version Number: 27.10



Rush Truck Center - Houston H600
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Prepared for: JOE GARCIA

Vehicle Weight Rating

Front Axle

Component	Code	Description	Weight (lbs)
Axle	1011360	Dana Spicer D2000F 20,000 lb, 3.5in Drop	20,000
Springs	1114030	Taper Leaf Springs, Shocks 20,000 lb	20,000
Power Steering	1243020	Power Steering Sheppard SD110 Dual	24,000
Hubs, Drums, Brakes	1354795	PHP10 Iron LMS Hubs-Air Disc	22,000
Tires	5068590	FF: BR 20ply 315/80R22.5 M860A	20,000
Wheels	5222870	FF: Alcoa 894640 Plt 22.5x9.00 Alm Whl	20,000

Requested Front Axle Rating is 20,000

Front Axle Weight Rating is limited to 20,000 #

Rear Axle

Component	Code	Description	Weight (lbs)
Axle	1523320	Dana Spicer D40-170 40,000 lb	40,000
Hubs, Drums, Brakes	1616230	PHP10 Iron LMS Hubs	67,000
Parking Brakes	1632650	Long Stroke Parking Brakes, Drive Axle(s)	70,000
Suspension	1824230	Hendrickson Haulmaax HMX400 40,000 lb, 54in AS	40,000
Tires	5167320	RR: BR 16ply 11R22.5 M843	48,040
Wheels	5315090	RR: Accur 50291 Plt 22.5x8.25 Std Whl	64,000

Requested Rear Axle Rating is 40,000

The Rear Axle Weight Rating is limited to 40,000 #

Tire rating is based on tire psi. Tire psi is based on the max wheel psi. The tire psi cannot exceed the wheel max psi.

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Printed: 9/21/2013 12:17:37 PM
Effective Date: Jun 1, 2013
Prepared by: Administrator

Complete

Model Number: Model 320
Quote/DTPO/CO: Q71760305
Version Number: 27.10



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Contact Email: jgarcia@midlandtexas.gov
Prepared for: JOE GARCIA

Weight Distribution

Weight Distribution

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.

Model: Model 320
Quote/DTPO/CO Number: Q71760305



Recommended Payload Center of Gravity to achieve specified ground loads; measured from centerline of drive axles: 46 in. from the centerline

Weight (lbs)	Front	Rear	Total
Chassis	10071	7186	17257
Tools/Driver	419	-44	375
Fuel & DEF	418	227	645
Max Payload	9092	32631	41723
Total	20000	40000	60000
Specify Ground Load	20000	40000	

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Printed: 9/21/2013 12:17:53 PM
Effective Date: Jun 1, 2013
Prepared by: Administrator

Complete

Model Number: Model 320
Quote/DTPO/CO: Q71760305
Version Number: 27.10



Rush Truck Center - Houston H600
10200 N Loop East

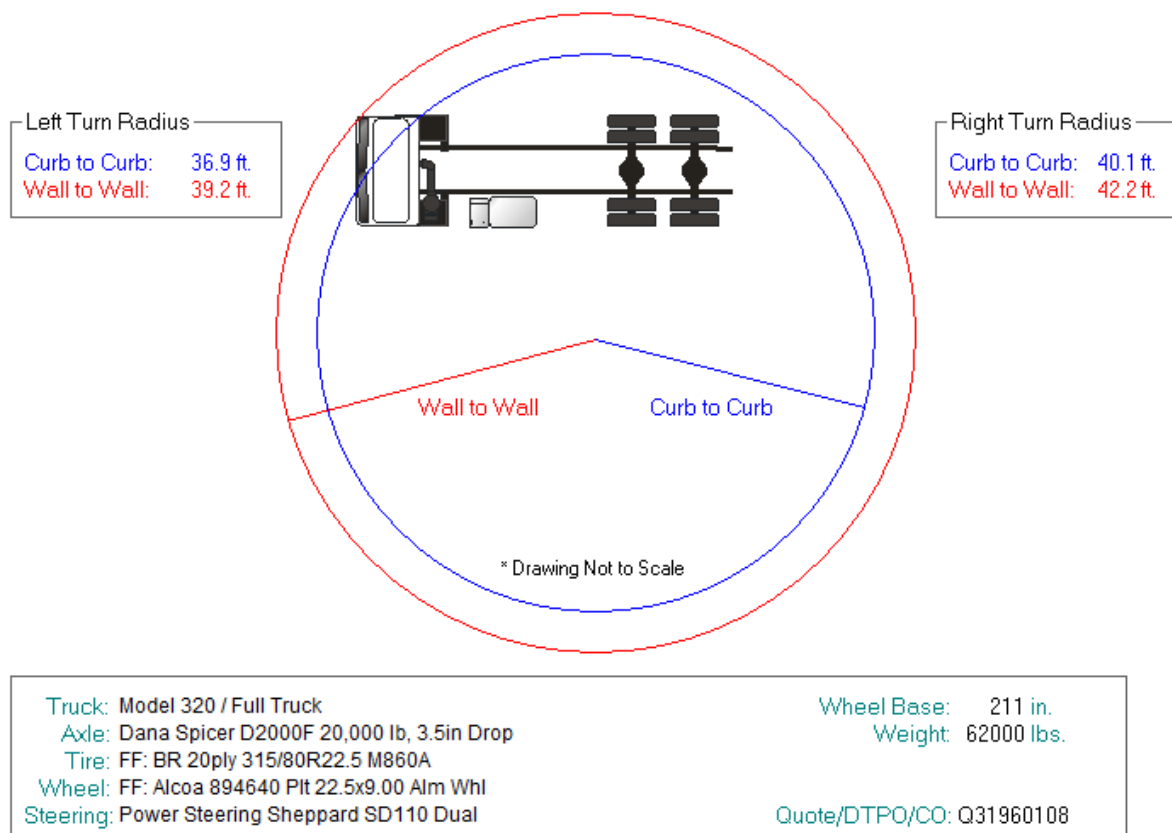
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Turning Radius

Turning Radius Report



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Printed: 9/21/2013 12:16:42 PM
Effective Date: Jun 1, 2013
Prepared by: Administrator

Complete

Model Number: Model 320
Quote/DTPO/CO: Q31960108
Version Number: 27.10

To: RTC – Houston
10200 North Loop East
Houston, TX 77029
Contact: Charlie Plouse
Phone: 281-460-7844
Email: plousec@rushenterprises.com

Date: 09/21/2013
Quoted By: Mike Zimmerman
Quote #: MZ09212013
Description: Peterbilt 320 Dual Sit-Down Drive Conversion

Quote Expires in 90 days (Call for a requote / update if required)

Furnish and Install the Following:

Peterbilt 320 Dual Sit-Down Drive Conversion (Allison Transmission)

- Convert vehicle to dual sit-down drive
 - Vehicle to come equipped with:
 - Manual Windows
 - Allison Transmission
 - LH Primary Drive
 - Battery box NOT in-cab
- Includes installation of all components necessary for safe operation of vehicle:
 - Steering components (maintains original steering geometry)
 - Pedals
 - Instruments
 - Switches
- Retains factory HVAC system
- Installation of Red-Dot rooftop A/C system can be added at additional cost for hot weather operation
- Installation of aluminum dashboard assembly
 - Uses factory underdash reinforcements on left and right sides
 - Fully reinforced with removable dash panels for service
 - Line-X custom smooth coating in semi-gloss black for heavy duty/severe service
 - Includes body-builder friendly panels for seamless control integration
 - RH Side uses mini-display for speed, oil pressure, water temp., check engine/stop engine lights



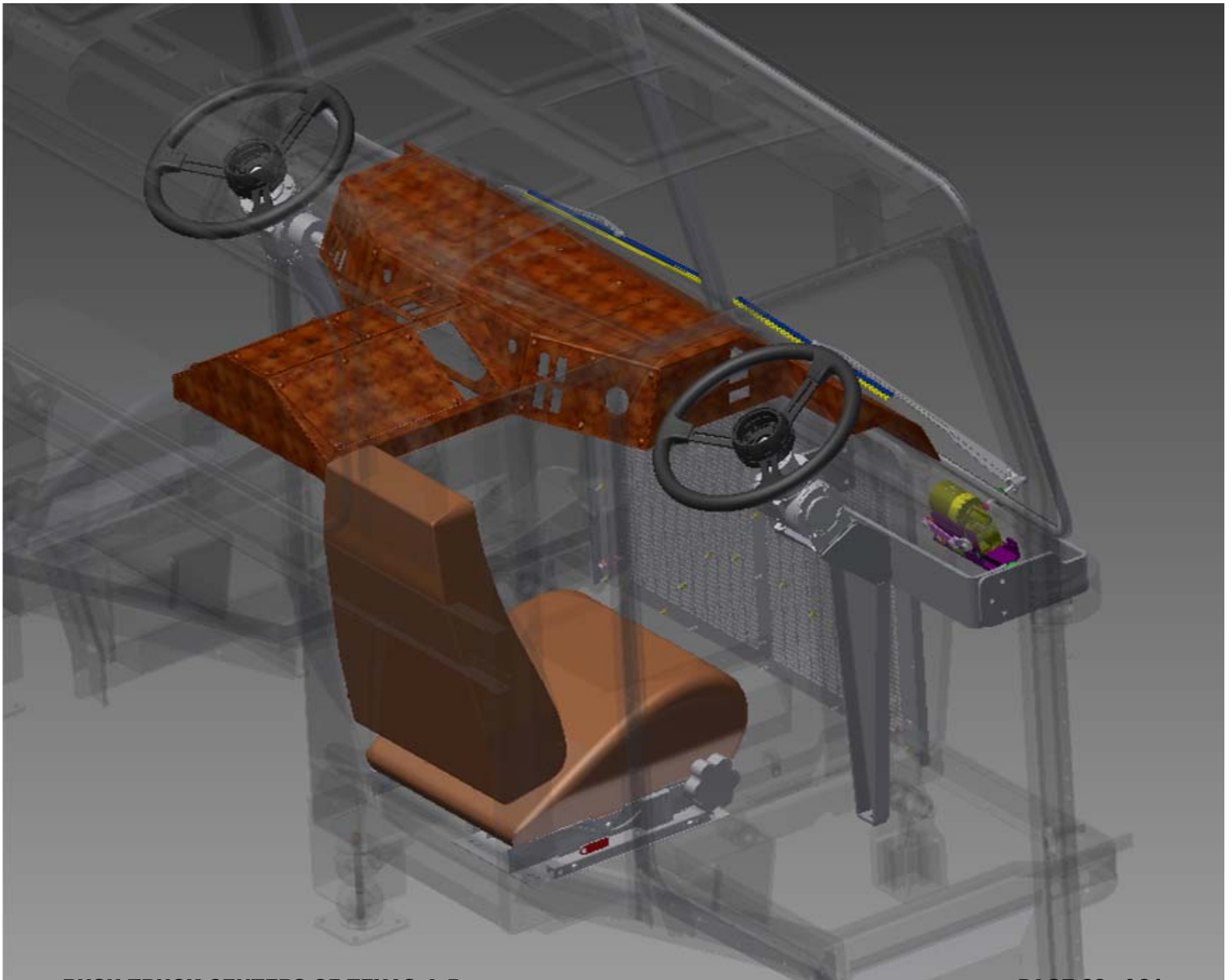


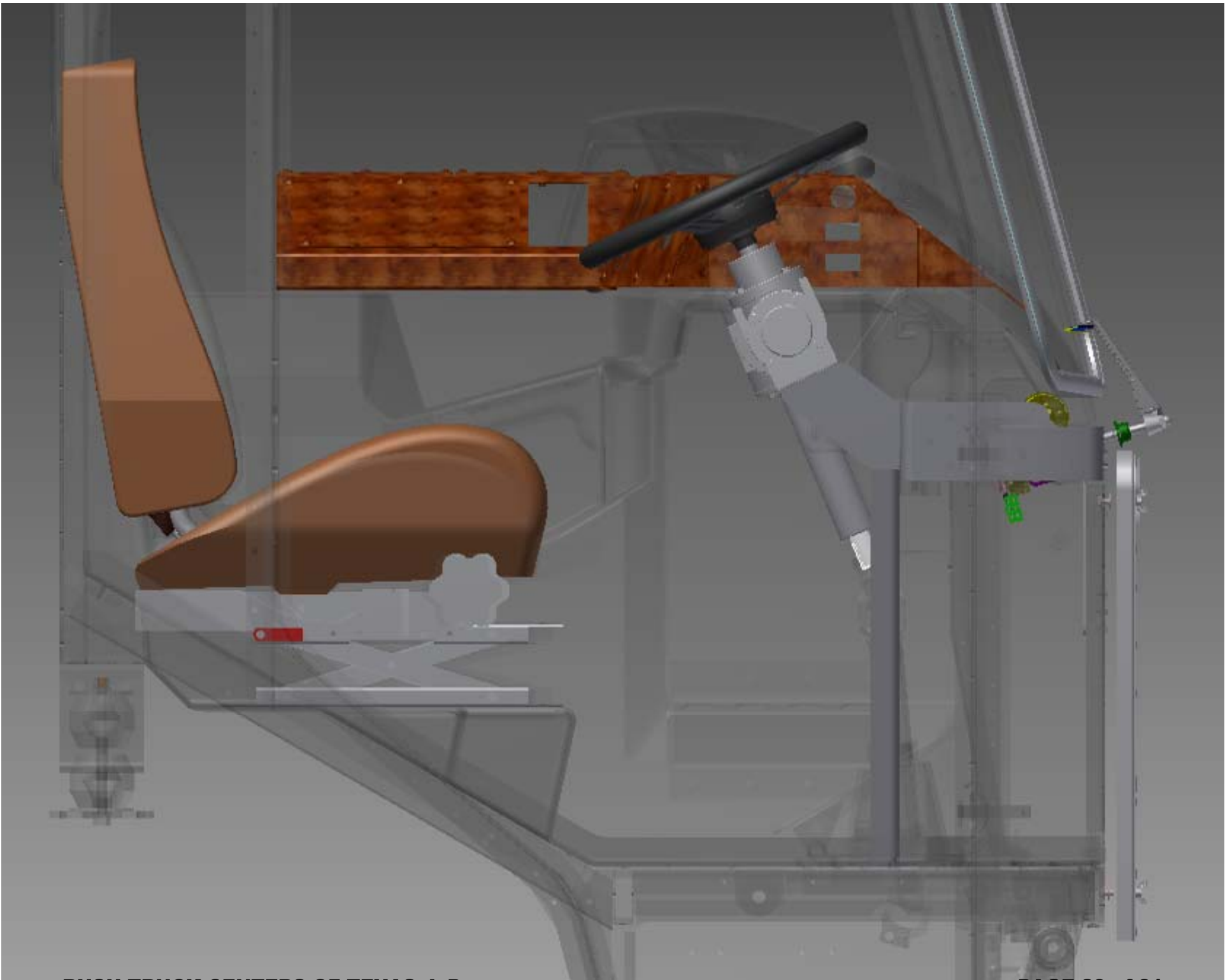












320

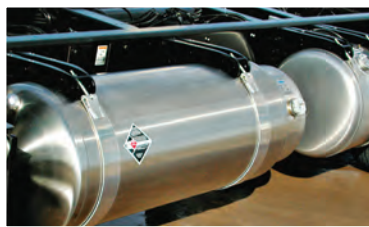


320

FEATURE

VALUE

1. REPTO Provisions	Rear Engine Power Take-Off available for added versatility
2. Hydraulic Launch Assist Technology	Provides up to 30% improvement in fuel efficiency and 28% reduction in emissions
3. Multiple Cab Configurations	Versatility to match any job requirement
4. Lightweight, Compact Battery Box	Fender-mounted to free up valuable frame space
5. Air Assist Cab	Easily helps engage the cab tilt for serviceability
6. 65-Degree Cab Tilt	65-degree tilt provides easy access to service points
7. Standard Air Disc Brakes	Improves brake life and reduces service time
8. Steer Axle Ratings (Single: 12,000-20,000 lbs., Tandem: 36,000 lbs.)	Customize to your specific job requirements
9. FEPTO Provisions	Front Engine Power Take-Off available for added versatility
10. Natural Gas Engine Availability	Compressed Natural Gas and Liquefied Natural Gas with Cummins Westport ISL G Engine
11. Stainless Steel Grille	Peterbilt signature styling with excellent durability and protection
12. LED Lighting	Extends service intervals when compared to incandescent lighting
13. High-Visibility Mirrors	Increased visibility and sturdy design for rattle-free performance
14. Ergonomic Dash Layout	Easy to read gauges; keeps important controls within reach
15. Durable Cab Construction	Steel structure, aluminum skins and fiberglass roof cap for maximum durability



ALTERNATIVE FUELS

Available in Compressed Natural Gas (CNG) or Liquefied Natural Gas (LNG). Both provide flexibility to locate the fuel tanks either off the frame rail or integrated with the body.



VERSATILITY

The Model 320 is available in a full range of steer axle configurations including single, rated at 12,000-20,000 lbs., and tandem, front rated at 36,000 lbs.



EFFICIENCY

The Model 320 is standard with Bendix air disc brakes, which offer shorter stopping distances, are compact and lightweight and improve vehicle and operator efficiency.



HIGH-VISIBILITY MIRRORS

Peterbilt's tri-plane mirrors feature an arm that allows them to be folded either forward or backward. They can be mounted on the driver and passenger doors, or the passenger-side mirror can be installed to the front of the cab.



CLASS PAYS



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution authorizing the issuance of a request for proposals for a city-wide Enterprise Resource Planning (ERP) system for the Communications and Information Systems Department.

Purpose:

Approval of a resolution authorizing the issuance of a request for proposals for an Enterprise Resource Planning (ERP) system.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required at this time.

Discussion:

We are requesting approval of a resolution for the issuance of a request for proposals for a city wide Enterprise Resource Planning software system. This software system will primarily address the replacement of the City's current financial and community development systems. Please see the attached memo from Sharlett Chowning, Chief Information Officer, for further discussion.

Therefore, please consider approval of a resolution authorizing the issuance of a request for proposals for an Enterprise Resource Planning software system.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ISSUANCE OF A
REQUEST FOR PROPOSALS FOR A CITY-WIDE
ENTERPRISE RESOURCE PLANNING SYSTEM; AND
THIS SOFTWARE SYSTEM SHALL ADDRESS THE
REPLACEMENT OF THE CITY'S CURRENT
FINANCIAL AND COMMUNITY DEVELOPMENT
SYSTEMS**

WHEREAS, a request for proposals has been prepared for a City-wide enterprise resource planning system; 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 a City-wide enterprise resource planning 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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

CITY OF MIDLAND
Communications and Information Services Department
Interoffice Memorandum

Date: October 8, 2013
To: Regina Stephenson, Purchasing Manager
From: Sharlett Chowning, Chief Information Officer
CC: Tommy Hudson, Deputy City Manager
Subject: Issuance of RFP for Enterprise Resource Planning (ERP) System

City staff proposes the release of a Request for Proposal (RFP) for an Enterprise Resource Planning (ERP) system. This proposal will solicit proposals capable of satisfying the City of Midland's need for software and professional services to implement an ERP replacing its current financial and community development systems (CGI and CHUX).

In doing this the City seeks to address several challenges in the current environment, including but not limited to:

- Many City departments are using manual processes to track information outside of the current system.
- Workflow functionality is limited and is not meeting the City's needs.
- The City does not have modules to support certain business functions.
- Disparate systems do not promote data sharing.
- An overall lack of functionality in the current system has created the need for manual processes.
- There is limited integration among City systems.
- Online and self-service functionality is limited.

In order to address these challenges and others, the City has initiated an enterprise-wide project to adequately plan for, select, and implement an upgraded ERP system

The primary objective is to procure, implement and maintain a system or an integrated system of systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information by staff and citizens.

To provide an integrated city-wide software system, staff is recommending the release of this RFP for an Enterprise Resource Planning (ERP) System.



**Request for Proposals:
Software and Implementation Services for
Enterprise Resource Planning (ERP) System**

RFP No. 7043-14

Issue Date: October 10, 2013

Due Date and Time: November 7, 2013, 11:00 AM Central Time

Receipt Location:

City Secretary
City Hall, Suite 3340
City of Midland
P.O. Box 1152
300 N. Loraine
Midland, Texas 77840

WARNING: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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

Software and Professional Services for Enterprise Resource Planning (ERP) System

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1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying the City of Midland's needs for software and professional services to implement an Enterprise Resource Planning (ERP) system. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system(s) is available that meets the City's needs, the City may then enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the City's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "offeror," and "proposer" are considered to have the same meaning.

1.2 About Midland

Midland is located midway between Dallas/Fort Worth and El Paso on Interstate 20. Twenty minutes to the west is Odessa, with a population of about 100,000. Midland covers an area of 71.5 square miles and is the 28th largest City in Texas. With Midland's population now over 117,000, over a quarter of a million people reside in the Midland/Odessa metropolitan area. The City of Midland is a council-manager form of government with five council members and a mayor. Midland is the county seat for Midland County, a county that covers an area of over 900 square miles.

The city has remained a management center, reflecting a unique concentration of highly trained and educated personnel. Midland serves as administrative center for the petroleum producing region known as the Permian Basin, where about 20 percent of America's oil and gas reserves are located in reservoirs deep beneath the surface. Midland's warm climate, friendly people, and central location are the primary reasons for the city's popularity. A combination of factors, including a low crime rate, ample water supplies, quality law enforcement and fire protection, and clean wide streets, results in a sense of security and a high quality of life.

1.3 Project Objectives

The City of Midland is planning to replace its current financial and community development systems (CGI and CHUX) environment with an upgraded ERP system. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- Many City departments are using manual processes to track information outside of the current system.
- Expenditures cannot be tracked in the current system with sufficient detail.
- Workflow functionality is limited is not meeting the City's needs.
- The City does not have (or has not implemented) modules to support certain business functions.
- Time entry for the payroll process is entirely manual.
- Disparate systems do not promote data sharing.
- An overall lack of functionality in the current system has created the need for manual processes.
- There is limited integration among City systems.
- There is limited query and reporting capabilities in City systems.

- The purchasing process involves several manual and paper-based processes.
- Online and self-service functionality is limited.

In order to address these challenges and others, the City has initiated an enterprise-wide project to adequately plan for, select, and implement an upgraded ERP system. Section 2.0, Project Scope, outlines the features and functionality desired in a future ERP system as well as the professional services activities to be a part of implementation.

The primary objective is to procure, implement and maintain a system or an integrated system of systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information.

In order to address these challenges and others, the City has initiated an enterprise-wide project to adequately plan for, select, and implement an upgraded ERP system. Section 2.0, Project Scope, outlines the features and functionality desired in a future ERP system as well as the professional services activities to be a part of implementation.

The primary objective is to procure, implement and maintain a system or an integrated system of systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information.

1.4 Definitions

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

ADDENDA – Written instruments issued by the City of Midland prior to the date for receipt of Proposals which modify or interpret the Request for Proposal (RFP) documents by addition, deletions, clarification or corrections.

CITY - The City of Midland.

CONTRACT DOCUMENTS - The proposed Agreement will consist of the Request for Proposals, submitted Proposal, including any diagrams, blueprints, addenda, and a form of agreement between the City and the Contractor.

CONTRACTOR -The qualified Vendor/consultant that is awarded a contract to ERP provide software and implementation services for the City of Midland.

PROJECT – The ERP implementation project.

PROPOSAL – A complete and properly signed proposal to provide goods, commodities, labor or services for the sum stated and submitted in accordance with the Request for Proposal.

PROPOSER - The person, Contractor, corporation or other entity submitting a Proposal on items listed in the RFP Documents and thereby agreeing to meet the terms and conditions of the specifications if awarded the contract.

VENDOR - The person, consultant, corporation or other entity submitting a Proposal on items listed in the RFP and thereby agreeing to meet the terms and conditions of the specifications if awarded the contract.

1.5 City's Consulting Partner

The City has retained Berry, Dunn, McNeil & Parker (BerryDunn) as a consulting partner for this project. The role of BerryDunn is to provide information and analytical services to support this project. BerryDunn is also the primary point of contact for vendors for the purposes of this RFP.

BerryDunn will be facilitating activities as part of the procurement, but will not be participating in the evaluation scoring. Evaluations and resulting decisions will be made solely by the City of Midland.

1.6 No Obligation and Right of Rejection

The inquiry made through this RFP implies no obligation on the part of the City of Midland.

The City reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The City may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The City reserves the right to reject any proposal determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

1.7 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	October 10, 2013
Pre-Proposal Vendor Conference	October 23, 2013 2:00 PM Central
Deadline for Questions From Vendors	October 25, 2013 2:00 PM Central
Final Addendum for Questions Published	November 4, 2013
Deadline for Proposal Submissions	November 7, 2013 11:00 AM Central
Short List Vendors notified	November 21, 2013
Vendor Demonstrations	Week of December 9, 2013
Preferred Vendor Notified	December 17, 2013
Begin Contract Negotiations	December 18, 2013

1.8 Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.

1.9 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

1.10 Partnerships

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership relationship shall submit a single proposal in response to this RFP. Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the proposal response guidelines that relates to an individual vendor's capabilities shall be responded to for each vendor in the partnership relationship.

Proposers who elect not to partner, or not to partner to provide functionality for all functional areas shall clearly describe the functionality proposed.

1.11 Incurred Expenses

Neither the City of Midland nor any of its officers or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal response or participating in presentations as part of the evaluation procedure.

1.12 Questions and Inquiries

Questions and inquiries about this request for proposal shall be submitted in writing to the Point of Contact identified in Section 1.13. The deadline for written questions is October 25, 2013 at 2:00 PM Central Time.

1.13 Point of Contact

The following table provides the primary contact information.

Table 02: Point of Contact	
Point of Contact	
Seth Hedstrom BerryDunn shedstrom@berrydunn.com	

Proposers shall not contact any other City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the proposer's response. The decision to reject a proposal is solely that of the City.

1.14 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any proposer who submits a proposal. Proposers must be available for a presentation to the City on specific dates if selected for software demonstrations.

1.15 Pre-Proposal Vendor Conference

A Pre-Proposal Vendor Conference will be held on October 23, 2013 at 2:00 PM Central Time. The Pre-Proposal Vendor Conference will be hosted via teleconference.

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information. Due to conference bridge restrictions, vendors are limited to two (2) conference participants per company.

The format of the Pre-Proposal Vendor Conference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Conference, the City will issue an addendum with all material questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is not mandatory.

1.16 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the City's website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on November 4, 2013.

Only questions and answers documented in an addendum shall be binding.

Each addendum issued will contain an acknowledgement form which shall be signed and returned with proposers' responses.

The City reserves the right to revise the RFP prior to the deadline for proposal submissions on November 7, 2013. Revisions shall be documented in an addendum and publicly published to the City of Midland website.

1.17 Notice of Interest

Vendors are strongly encouraged to indicate notice of interest to the Point of Contact in Table 02 above via email. Such notice is not mandatory. Indicating notice of interest will place vendors on the distribution list for all addenda related to this RFP.

2.0 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired ERP system.

Table 03: Functional Areas

No.	Functional Area
1	General Ledger and Financial Reporting
2	Budgeting
3	Purchasing
4	Accounts Payable
5	Accounts Receivable and Cash Receipts
6	Fixed Assets and Inventory
7	Project Accounting
8	Grant Management
9	Contract Management
10	Fleet
11	Human Resources
12	Payroll
13	Benefits and Employee Self Service
14	Permitting and Inspections
15	Planning and Zoning
16	Code Enforcement

The List of Functional and Technical Requirements contained in Attachment B contains the detailed functionality the City requires within each functional area in a future system(s).

2.2 City and Project Staffing

The City intends to have a dedicated Project Coordinator through implementation. Additional City resource planning has not been completed and will be based on the resource estimates and staffing plan provided by the vendor.

2.3 Number of Users

The following user counts by module contained in Table 04 are estimates and are provided for planning purposes only.

Table 04: Number of Users

No.	Functional Area	Total Users	Concurrent Users
1	General Ledger and Financial Reporting	500	50
2	Budgeting	300	50
3	Purchasing	300	50
4	Accounts Payable	300	30

No.	Functional Area	Total Users	Concurrent Users
5	Accounts Receivable	30	30
6	Cash Receipts	30	30
7	Fixed Assets and Inventory	50	50
8	Project Accounting	100	30
9	Grant Management	30	30
10	Contract Management and VSS	1,000	20
11	Human Resources	600	50
12	Benefits and ESS	600	50
13	Payroll	600	50
14	Planning, Zoning, E-Plan	1,000	50
15	Permitting	1,000	50
16	Inspections	1,000	50
17	Code Enforcement	200	50
18	Citizen, Contractor Web Access	1,000	20
19	Fleet Management	300	50

The estimated total users is not the sum of total and concurrent users by module as it is anticipated multiple users will utilize several functional areas.

2.4 Functional Area Statistics

The following table contains functional statistics of the City. These statistics are estimates and are provided for planning purposes only.

Table 05: Functional Area Statistics

No.	Functional Area/Metric	Statistic
1	General Ledger and Financial Reporting	
	Total number of funds	2,402
	Total number of department codes	352
	Total number of balance sheets accounts	8,744
	Number of expense accounts	532
	Number of revenue accounts	516
	Number of manual journal entries (annually)	1,651
	Number of cash accounts	143
	Number of bank accounts	5
	Number of annual check voids	372
2	Budgeting	
	Number of approval levels	4
	Purchasing	
	Number of requisitions/ purchase orders per month	130
3	Number of vendors in VSS	1,400

No.	Functional Area/Metric	Statistic
	Total number of vendors in purchasing system	5,468
4	Accounts Payable	
	Number of vendors in AP	5,464
	number of invoices processed	30,000
	Number of invoices input annually	6,424
	Number of 1099s processed annually	125
5	Cash Receipts	
	Average number of checks per day	3,000
6	Fixed Assets and Inventory	
	Number of capitalized and depreciated assets	4,272
	Number of memo assets	3,913
	Total number of capitalized fixed assets	8,185
7	Project Accounting	
	Average number of resolutions per year	400
8	Human Resources	
	Part-time employees	60-70
	Full-time employees	900
	Estimated number of authorized positions	1,000
9	Benefits	
	Average number of retiree insurance bills per month	250
10	Payroll	
	Percentage of employees that are direct deposit	90%
	Percentage of employees not direct deposit	10%
11	Fleet Management	
	Total number of equipment items managed	432
	Total number of vehicles managed	638

2.5 Implementation Project Plan

As part of the Project Scope, the selected vendor must develop and provide the City with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

- Project Objectives:** This section should include overall project objectives.
- Project Deliverables and Milestones:** This section should include a list of deliverables and milestones of the project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the City.
- Project Schedule** This section of the Project Plan should identify the dates associated with deliverables and milestones described in Section 3 of the Project Plan. In addition, the Project Plan should reflect project predecessors, successors, dependencies and critical path.
- Project Management Processes:**

- a. **Resource Management:** This section of the Project Plan should describe City resources, proposer resources, and the overall project team structure and should include an organizational chart. Each role identified for the vendor, any subcontractors, and the City should also include a description of the responsibilities related to the identified project role as well as the communication process for each party.
 - b. **Scope Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage project scope and the process used to request changes to project scope. It is the City's desire to use the proposed ERP system "as is" and, as such, any changes must be reviewed and approved by the City's Steering Committee.
 - c. **Schedule Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage the project schedule and the process used to submit requested changes to the schedule. The proposer must ensure that the project schedule is kept current and report any missed milestones to the City.
 - d. **Risk Management:** This section of the Project Plan should describe the approach the proposer will use to document existing project risks, report them to the team, and provide recommendations for mitigating the risk.
5. **Data Conversion Approach:** As part of the Implementation Plan, the selected vendor will describe the detailed data conversion approach for how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by City or proposer) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The proposer is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and that the proposer shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Proposers should plan to have converted data ready for the User Acceptance Testing phase of the project.
6. **Training:** As part of the Project Scope, the selected vendor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.
- a. The role and responsibility of the software and/or implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end users).
 - b. The role and responsibility of the City staff in the design and implementation of the training plan.
 - c. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end users, and technology personnel.
 - d. Proposed training schedule for City personnel of various user and interaction levels.
 - e. Descriptions of classes/courses proposed in the training plan. (The vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The vendor must be very clear about exactly what training courses are included in the cost of the proposal.
 - f. The knowledge transfer strategy proposed by the software and/or implementation vendor to prepare City staff to maintain the system after it is placed into production.
 - g. Detailed description of system documentation and resources that will be included as part of the implementation by the vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the City's intention that the selected vendor will coordinate the training of City personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

Documentation, including training manuals and agendas, will be provided by the proposer before each training session with City staff.

7. **Bi-Weekly Status Reports:** This section of the Project Plan should describe the approach the vendor will use to provide bi-weekly status reports throughout the course of the project. This section should describe the layout of the bi-weekly status report and the expected delivery mechanism that will be used to provide the report to the City and review it on a bi-weekly basis with the City's project manager and appropriate project staff. Vendors are expected to include a risk register in the status reports.

Proposers shall provide a preliminary Implementation Project Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.6 System Interface Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements.

2.7 Testing and Quality Plan

As part of the Project Scope, the selected vendor will develop and provide a Testing and Quality Assurance Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the City's expectation that the Testing and Quality Assurance Plan govern all phases of the project and that the vendor will also provide assistance during each testing phase involving City users. The vendor will develop the initial User Acceptance Testing (UAT) plan, provide templates and guidance for developing test scripts, and will provide onsite support during UAT. The vendor will also provide a plan for stress testing of the system that will occur during or after UAT.

2.8 Pre- and Post-Implementation Level of Support

As part of the Project Scope, the selected vendor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after go-live. Vendors should describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the vendor's response should clarify these potential services and highlight the level of support that has been proposed.

2.9 System Documentation

As part of the Project Scope, the selected vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module.

3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The City's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the City. The evaluation criteria described in Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the vendors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List.

The City, at its sole discretion, reserves the right to have system demonstrations with those proposers on the Vendor Short List, or any other vendor. Demonstrations will be conducted at City offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place for those vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall Technical Capability score. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration as well as a demonstration "lab."

The City may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.

Table 06: Evaluation Criteria

Criteria	Description	Maximum Score
Functionality	This criterion considers the ability of the proposed software to meet the City's functionality needs. This includes the ability to meet the Functional and Technical Requirements. In evaluating the proposer's products, the City will consider the business benefits and the business process improvements as a result of implementing the proposer's products.	30 points
Technical	This criterion considers the ability of the proposed software to align with the City's preferred technical specifications. This includes both the database platform and operating system compatibility, among other areas.	20 points
Implementation Approach	This criterion considers the proposer's understanding of the scope of work and the quality and clarity of the proposer's written methodology and description of the proposed approach to accomplish the work.	15 points
Vendor Experience	This criterion considers (1) the proposer's past performance on any City contracts, (2) the results of reference checks, and (3) the proposer's experience in providing the services solicited by this RFP as set forth in the proposer's response.	15 points
Cost	This criterion considers the price of the services solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	20 points

Vendors must receive 70% of the maximum score in each criteria to be considered for the short-list.

3.3 Best and Final Offer/Request for Clarification

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step.

Additional processes of scope and cost clarification may be employed as part of the evaluation process.

3.4 Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the vendor are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

3.5 Contracting Ethics

1. Per City Charter, Members of the City Council and officers and employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including Texas Local Government Code, Chapter 171.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Council person, or by City Policy, for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.

3. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

4.0 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by proposers submitting proposals:

1. The deadline for proposal submissions is established in Section 1.0, RFP Introduction and Background. The proposal deadline is November 7, 2013 at 11:00 AM Central Time. 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. Proposals received at the City after this deadline will not be accepted and will be returned to proposer.
2. Proposers shall submit eight (8) hard copies of the Technical Proposal and eight (8) hard copies of the Cost Proposal under separate covers to the City at the address contained in Table 07. One (1) hard copy of the Technical Proposal and one (1) hard copy of the Cost Proposal should be clearly marked as "Original," and the remaining copies should be clearly marked "copy".

Proposers shall also submit two (2) electronic versions of the Technical Proposal and two (2) electronic versions of the Cost Proposal on separate CDs to the City along with hard copy proposals. All Worksheet Attachments provided as part of this RFP package shall be returned in MS Excel format. All Forms Attachments provided as part of this RFP package shall be returned in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format.

Electronic versions of the Technical Proposal and Cost Proposal shall be exact duplicates of the hard copy versions.

Telephone proposals are not acceptable when in response to an RFP.

3. Technical Proposals should be provided in three-ring binders with tab separators. Technical Proposals shall not include extraneous marketing materials.
4. Mailed proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number.
5. The mailing address for proposals is contained in the following table.

Table 07: Proposal Mailing Addresses

City Mailing Address
City Secretary City Hall, Suite 340 City of Midland P.O. Box 1152 300 N. Loraine Midland, Texas 79701

6. The following table contains the organization guidelines for proposal responses along with an indication of how each tab may be considered in the evaluation of proposals by the Evaluation Team. In several instances, information provided will be considered among more than one evaluation criteria.

Table 08: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.	Evaluation Criteria
Tab 1	Transmittal Letter and Executive Summary	4.2	-
Tab 2	Software Solution	4.3	Functionality and Technical
Tab 3	Implementation Methodology	4.4	Implementation Approach
Tab 4	Company Background and History	4.5	Vendor Experience
Tab 5	Key Proposed Personnel and Team Organization	4.6	Vendor Experience
Tab 6	Project Roles and Responsibilities	4.7	Vendor Experience
Tab 7	Project Schedule	4.8	Implementation Approach
Tab 8	Functional and Technical Requirements Response	4.9	Functionality
Tab 9	Testing and Quality Assurance	4.10	Implementation Approach
Tab 10	Ownership of Deliverables	4.11	Implementation Approach
Tab 11	Sub-Contracting	4.12	Vendor Experience
Tab 12	References	4.13	Vendor Experience
Tab 13	Site Visit References	4.14	Vendor Experience
Tab 14	Response to Narrative Questions	4.15	Multiple
Tab 15	Technical and Software Hosting	4.16	Technical
Tab 16	Exceptions to Terms and Conditions	4.17	Implementation Approach
Separate Cover	Price Proposal	4.18	Cost

4.2 Transmittal Letter and Executive Summary

The first tab of the proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall 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.

The Transmittal Letter must provide the proposer's primary contact information, including the following:

1. Name of the proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City of Midland acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a proposal in response to this solicitation, a proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

Tab 1 should not exceed four pages.

4.3 Software Solution

The second tab of the proposal should include a summary description of the capabilities for each functional area of the Functional and Technical Requirements contained in Attachment B in narrative format. The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements in Attachment B.

Marketing materials should not be submitted on the proposed functionality.

Proposers shall describe which functional areas they are proposing on. If a partnership with another software component is proposed, the relationship shall be clearly described.

4.4 Implementation Methodology

The third tab of the proposal should include a comprehensive description of the proposed implementation methodology for the project. The description should include how the proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.

Proposers shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current City staffing, project management approach, and City resources available during implementation and support phases.

The City has determined that implementation will take a phased approach (as opposed to a “big-bang” cutover).. As part of the third tab of the proposal, vendors shall include a proposed project schedule, including their recommended phased implementation plan.

Proposers should also include a sample Implementation Project Plan as part of the third tab.

4.5 Company Background and History

The fourth tab of the proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Scope of Work. The following points should be addressed in the third tab of the proposal.

1. Total number of employees
2. Office locations
3. Total number of active clients
4. Total number of active government clients
5. Total number of active city government clients
6. Total number of active city government clients with population of approximately 100,000
7. Total years offering government ERP systems
8. Largest active government installation including population
9. Other products offered by company

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a proposal, prime or third-party.

4.6 Key Proposed Personnel and Team Organization

The fifth tab of the proposal should include the resumes of the proposed project personnel as well as the structure of the proposed Vendor Project Team. This structure should be depicted in an organizational chart provided as part of this tab. The resumes and team organizational structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Listing of past projects where resource implemented the proposed product
6. Listing of past projects where resource implemented other software products
7. Educational background
8. Professional registrations and memberships and
9. Additional relevant information

The City is interested in personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

The City reserves the right to require background checks be conducted on any individual conducting work as either an employee of the vendor or on the vendor's behalf.

4.7 Project Roles and Responsibilities

The sixth tab of the proposal should include the proposed resource levels for the City and Vendor Project Teams. The tab shall include the completed Resource Hours Worksheet contained in Attachment D.

Vendors shall provide resource hour estimates by system module for each of the project activities contained in the two worksheets. A worksheet is provided for the City Project Team and a second worksheet is provided for the Vendor Project Team. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope.

4.8 Project Schedule

The seventh tab of the proposal should include the proposed project schedule including major milestones, activities, and timing of deliverables. The project schedule shall be in a Gantt chart format developed in Microsoft Project.

4.9 Functional and Technical Requirements Response

The eighth tab of the proposal should include the proposed capability to provide the City's requirements as defined in Attachment B, Functional and Technical Requirements. This tab shall include the completed requirements worksheet in Attachment B.

When providing responses to the requirements in Attachment B, proposers shall use the response indicators contained in the following table.

Table 09: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release.
F	Feature/Function will be available in a future software release available to the City by January 1, 2015.

Indicator	Definition
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.
N	Feature/Function cannot be provided.

If a response indicator of “F” is provided for a requirement that will be met in a future software release, the proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the proposer shall indicate the cost of such a modification. If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the proposer shall identify this third-party system and include a cost proposal to secure this system.

4.10 Testing and Quality Assurance Plan

The ninth tab of the proposal should include a description of the proposed approach to testing and quality assurance. This tab should also include a sample Testing and Quality Assurance Plan. This Plan should be based on the proposer’s standard approach for achieving testing quality assurance.

4.11 Ownership of Deliverables

As part of the tenth tab, proposals should also identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 5 should be appropriate based on the roles identified for each project deliverable.

Table 10: Deliverables Ownership Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides active assistance in development of the deliverable.
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

A sample format of how the ownership of project deliverables should be included in the vendor’s proposal is included in Attachment E, Ownership of Deliverables.

4.12 Sub-Contracting

The eleventh tab of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service
2. Reasons for sub-contracting
3. Proposed sub-contractor
4. Detailed sub-contractor responsibilities
5. Sub-contractor name
6. Sub-contractor location
7. Sub-contractor experience
8. Previous use of sub-contractor and
9. Any additional relevant information

4.13 References

The twelfth tab of the proposal should identify the proposer's references for the project. Proposers shall provide at least five (5) City government clients with whom the proposer has worked during the past three (3) years that are of similar size and complexity to the City of Midland. References shall be from City governments that have been live with the current software version for a minimum of two (2) years. The City has a preference for references that are in the State of Texas.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

In the event the proposer cannot provide the required references, substitution of other organizations should be made to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

If possible, the City prefers references that were managed by the same project manager recommended for the City. This section of the RFP response should also include an affirmative statement that the proposer grants its consent for the City to contact the proposer's references for purposes of evaluating the proposer for this project and acknowledges that any information obtained from the proposer's references will not be disclosed to the proposer. The City reserves the right at their sole discretion to have a vendor project manager replaced.

This tab should also include the name and contact information of three (3) former clients that have elected to leave the vendor. The vendor should describe why the client left, and what steps the vendor has taken to correct the issues that resulted in the client's departure.

4.14 Site Visit References

The thirteenth tab of the proposal should include the contact information for three (3) similarly-sized City governments with which the City may conduct site visits. Site visits references may be the same as references list in Section 4.14

4.15 Response to Narrative Questions

The fourteenth tab of the proposal should include the proposer's response to the following narrative questions. The total tab length shall not exceed ten pages.

1. Based on information provided in this RFP and experience in working with other cities, what is the proposer's perspective on the most significant risks to this project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the project?
3. How do you propose to keep the project on task?
4. Provide a clear description of project management responsibilities between the City and the Vendor.
5. What is the earliest you can begin implementation after contract signing?
6. Please describe your organization's recommended approach toward retention of legacy financial, budget, revenue, and payroll data. Please describe what options are available / supported within your proposed solution. Also, please provide any relevant references of organizations that have successfully addressed legacy data with your solution.

7. What other system modules or products would the proposer recommend to be complementary to the Project Scope as described in Section 2.0?
8. Describe how your system can support the use of a central address file in the City. Such an address file would both be used as an information source for the ERP system and be updated by transactions completed in the ERP system.
9. Describe how your software solution can support the annual process of reviewing capital projects to determine which expenditures should be capitalized, which should be operating expense and which should remain as work-in-progress.
10. Describe how your software product can allow workflow routines to be configured to limit the number of approvals needed for like items. There is a desire from the City to approve certain repetitive purchases by batch.
11. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
12. What is the name and current release number of the product being proposed?
13. When will the next release be available?
14. How long does the typical implementation of the product being proposed take for an organization of similar size to the City?
15. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
16. What other applications will the product being proposed integrate with or have integrated with in the past?
17. What sets your firm's product being proposed apart from your firm's competitors?
18. Can the product being proposed be deployed in a decentralized or centralized manner?
19. The City anticipated utilizing advanced capabilities relating to learning management, how is your company able to provide and support this effort?
20. The City recognizes that there are emerging requirements relating to the development of Health Exchanges and the Affordable Care Act, how is your company able to deliver capabilities/functionality that will ensure that the City maintains compliance?
21. The City desires to have support resources available that are located in the United States. Please indicate where your support resources are located.

4.16 Technical and Software Hosting

The fifteenth tab of the proposal shall include a full description of the respondent's technical and operational capabilities for software hosting.

The City has a preference for a MS SQL database platform and for a software solution that is compliant with a Windows Environment.

The respondent shall include the following information in addition to this description:

1. Where are the data center and storage facilities?
2. Total number of active clients currently served by hosted solutions provided by your company.
3. How many years has your company provided hosted solutions?
4. How are hosted software applications deployed for use by numerous customers?
5. What availability and response time do you guarantee?
6. How many instances of unplanned outages have any of your customers experienced within the past five (5) years?
7. What is your process for notification of standard maintenance and down-time?
8. What is the recommended minimum bandwidth requirements to effectively employ a hosted solution?
9. Please provide a description of your recent and regular security audit processes as well as a summary of the results of the most recent audit.
10. Security audit of hosting facilities-management summary.

The respondent shall provide relevant documentation related to any recent certifications related to their hosting technical and operation capabilities.

4.17 Exceptions to Terms and Conditions

The sixteenth tab of the proposal should include any exception the proposer takes to the terms and conditions set forth in this RFP. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

4.18 Price Proposal

The proposer's Price Proposal should be provided under separate cover from all tabs of the proposer's Technical Proposal. The Price proposal shall consist of two sections:

1. The completed Cost Proposal Worksheet as contained in Attachment C. Proposers shall not modify the worksheets in any way.
2. The proposer's standard travel and expense policy.
3. Agreement with Payment and Retainage Expectations as described in Section 5.6.

5.0 Contract Terms and Conditions

5.1 Contract Type

The resulting contract from this procurement shall be a not-to-exceed based contract. The initial contract price will be based upon prices submitted by the selected vendor, subject to contract negotiations with the City, and shall be firm for the total number of years of the contract.

5.2 Contract Term

The Agreement shall be effective upon the date the Agreement is signed by both the City and the Contractor and expire upon completion of the services covered by the Agreement. This Agreement may be terminated by the City or the Contractor upon thirty (30) days written notice of such termination. In the event of termination of the Agreement, there shall be no further obligation on the part of the City to the Contractor save and except for payment of sums due and owing for City-approved expenses and work incurred by the Contractor prior to the date of termination.

5.3 Performance Review

The vendor will meet with the City's Project Manager not less than once per quarter to conduct a performance review of the vendor. These meetings will be either in person in Midland, Texas, or via teleconference or web-conference with not less than two in-person meetings per year. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

5.4 Contract Changes

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the City. Any increase will be based on the vendor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the City, (1) the request may be granted; (2) the contract may be cancelled and solicitation may be re-advertised; or (3) continue with the contract without change.

If a price increase is approved, the City will issue a change order to the contract specifying the date the increase will be effective. The vendor will be required to send notice to all users of the contract. All services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

When the City rejects a request for price increase, the vendor will be notified and the contract will continue without change.

5.5 Contract Award

This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence following the City Council's approval of a contract. Upon written notice to the vendor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.6 Payment and Retainage Expectations

The City understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. The City expects all payment and retainage to be a topic during contract negotiations with the Preferred Vendor. In the following sub-sections, each type of cost is defined and the City's expectations for payments and retainage associated with these costs are described.

1. Software Licensing Cost

Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the proposer shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), are included for each price;
- Indicate whether a product is for “server” or “client,” as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the proposer shall show any applicable discounts separately from the prices for products and services. The City requests that the proposer provide separate prices for each functional area/module in the proposed solution.

The City expects a milestone-based payment schedule for software licensing. Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System.

Vendors shall describe their typical milestone-based payment schedule for software licensing as part of their Cost Proposal.

2. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as “not to exceed” estimates and the City will be charged for services as incurred.

The City expects a payment schedule for implementation services costs on a monthly basis that does include a retained amount as a “hold-back.” The City expects to release this retained amount at the acceptance of each implementation phase.

Vendors shall describe their typical implementation services payment schedule that includes a retained amount and the percentage of that amount.

Costs for the proposed solution should be submitted on the Cost Worksheet (Attachment C). It is important to note the following:

- The City will not consider time and materials pricing. Proposers shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;
- The proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be noted as “no charge;”
- In the event the product or service is not being included in the proposal, the item should be noted as “No Bid;” and,
- Proposer shall make clear the basis of calculation for all fees.

All travel expense costs must be included in the proposer’s fixed price cost. The City will not make a separate payment for reimbursable expenses. The City shall not be liable for additional travel costs incurred due for any reason outside the City’s control.

3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with Accounts Payable will be paid upon City acceptance of the project phase associated with the Accounts Payable module. The City does not expect to pay maintenance fees on functional areas until City sign-off has been provided. In addition, the City does not desire to pay maintenance fees operation for one year after accepted go live.

The City desires software maintenance costs will not increase in the first five years upon live operation. Additionally, the City expects to have periods of pro-rated maintenance costs for certain phases in order to eventually reach a consistent payment schedule inclusive of all phases that are live. The City is interested in vendors submitting a cost option based on a lump-sum payment for five years of maintenance.

Vendors shall provide their typical payment schedule for annual maintenance costs including their willingness to meet the City's expectations.

5.7 Bond Provisions

The City will require Performance and Payment Bonds for this contract. Such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, together with valid original powers of attorney, **at the time of execution of the Contract and prior** to the commencement of work.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of the Contract in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

5.8 Taxes and Taxpayer Information

The awarded vendor must provide a valid W-9 form within five (5) days of notification of award.

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.

5.9 Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

5.10 Confidential Information

Any written, printed, graphic, or electronic or magnetically recorded information furnished by the City for the proposer's or a proposer's partnership entities/sub-contractors' use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The proposer, its employees, a proposer's partnership entities, and a proposer's sub-contractors shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except

with City approval, and only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the City.

5.11 City Property

The use of any and all City property must be approved in advance.

5.12 Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process. Warranty period will not begin until acceptance of software modules or sub-systems by the City.

5.13 Source Code

Selected vendors shall place source code for the software modules licensed by the City in escrow with an independent third-party (with whom a separate escrow agreement will be entered into by City at no additional cost to the City). The source code shall be kept current with the releases / version of the software in live use at the City. The source code shall revert to the City for the City's use if the vendor files for bankruptcy or protection from creditors in a court of law. The City shall then have full rights to use source code for any purposes other than resale.

Within thirty (30) calendar days of the vendor going out of business or no longer supporting the software being licensed, the vendor shall provide appropriate source code to the City. The same applies if the vendor is merged or acquired and the software is no longer supported. Once the City obtains the source code, it shall be a perpetual license, and there shall not be any additional fees due, even if additional licenses are deployed.

5.14 Conflict of Interest

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Proposer and iii) the recovery by City of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract. The Conflict of Interest Questionnaire shall be submitted with the proposal submittal. The form is included in Attachment H.

5.15 Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

5.16 Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of Texas and is licensed to conduct business in the State of Texas;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,

5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

If a partnership is formed as part of the proposal response, a signature of each partnership entity or sub-contractor is required.

5.17 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the City will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.

5.18 Withdrawal of Proposals

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.

5.19 Alternate Proposals

Proposers may not submit alternate proposals for evaluation.

5.20 Sub Contractors

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing
4. Percentage of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of Texas business license
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the City for all services contracted by the proposer under this RFP

The proposer's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City's Purchasing Manager or contract administrator designated by the City.

5.21 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the proposer must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

5.22 Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Division or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.23 Rights of Use

The Contractor agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

5.24 Protests

An interested party may file a protest regarding any aspect of this solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with City policy.

5.25 Public Information

It shall be understood that all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

5.26 Contract Negotiation

After final evaluation, the City may negotiate with the offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If in-person contract negotiation meetings are commenced, they will be held at City of Midland office locations at a date and time to be determined.

If contract negotiations are held, the offeror will be responsible for all costs including its travel and per diem expenses.

5.27 Contract Terms

The following contract terms, or similar, are expected to be included in any eventual contract. These terms are not considered negotiable:

The Contractor (separately and collectively the "Indemnatee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every 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 the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of

action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party

5.28 Failure to Negotiate

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
4. If the proposer and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the City may, at its sole discretion, terminate negotiations with any or all proposers.

5.29 Hold Harmless

The Proposer shall hold and save the City and its officers, agents, servants/employees harmless from liability of any patented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City.

5.30 Statutory Information

Any consulting agreement resulting from this RFP shall be construed in accordance with the laws of the State of Texas. Any litigation between the parties arising out of, or in connection with the contract shall be initiated in the court system of the State of Texas.

All project participants, consultants, engineers and vendors must comply with all applicable federal, state and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitting proposals are revocable if contrary to law.

5.31 Assignment or Subcontract

Neither party shall assign the executed Agreement, or any interest arising therein, without the written consent of the other party, at least thirty days prior to the fact of such assignment. Such consent shall not be unreasonably withheld.

5.32 Non-Discrimination Clause

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the Americans with Disabilities Act, as amended or Section 504 of the Rehabilitation Act of 1973, as amended and shall not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.

5.33 Laws

The Contractor will comply with all applicable local, state, and Federal laws, ordinances and regulations in the performance of the Agreement. The Contract will comply with and be governed by all laws of the State of Texas. Any violation shall constitute a material breach of the executed Agreement. The contractor and City agree that all performance and payment made pursuant to the agreement shall be deemed to have occurred in Midland County, Texas, and that exclusive venue for any claims, suits, or any other action ongoing from or connected in any way to the agreement or the performance of the agreement shall be in Midland County, Texas.

5.34 Interlocal Agreement

Successful offeror agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of Midland.

5.35 Personal Interest

Midland City Charter Article XII: General Provision; Section 116. Members of the City Council and officers and employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including TEXAS LOCAL GOVERNMENT CODE, Chapter 171.

5.36 Non-Collusion Statement

Proposers shall complete and sign the non-collusion statement and include it with their proposal.

5.37 Standards of Conduct

Use of City equipment, facilities and resources is authorized only for City purposes and as authorized by City ordinance and policy.

- Employees are not permitted to use City equipment to run errands or perform tasks for a contractor's benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

5.38 Proposal Waivers

1. **Waiver of Attorney Fees:** By executing this Agreement, contractor agrees to 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.
2. Offeror agrees that this is the VOLUNTARY AND intentional relinquishment AND ABANDONMENT of a presently existing known right. The Offeror acknowledges that it understands all terms and conditions of the PROPOSAL DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE OFFEROR. This SECTION shall not be construed OR INTERPRETED as a waiver of sovereign immunity.
3. THE OFFEROR AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.
4. **Waiver:** BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND

THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

- a. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;
 - b. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;
 - c. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR
 - d. AWARD OF THE CONTRACT.
5. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT THE OFFEROR UNDERSTANDS ALL OF THE TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE PROPOSAL PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OFFEROR AND THE CITY OF MIDLAND, TEXAS. THE OFFEROR AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE PROPOSAL AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).
6. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

5.39 Conditions

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

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

5.40 Texas Public Information Act

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

Forms

See MS Word document “Midland TX ERP RFP - Forms.docx”

Attachment A – Reference Form

Attachment E - Ownership of Deliverables Form

Attachment F – Statement of Non-Collusion Form

See Adobe PDF document “Midland TX ERP RFP – Conflict of Interest Notice and Questionnaire.pdf”

Attachment G – Conflict of Interest Notice and Questionnaire

Worksheets

See MS Excel spreadsheet "Midland TX ERP RFP - Requirements Worksheet.xlsx"

Attachment B – Functional and Technical Requirements/Capabilities

Attachment C – Cost Worksheets

Attachment D – Resource Hours Worksheets

Sample City Contract

AGREEMENT **FOR ENTERPRISE RESOURCE PLANNING SOFTWARE**

THIS AGREEMENT is made and effective the _____ day of _____ 2013, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, _____ 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 Enterprise Resource Planning Software for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Exhibit "A."
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 region 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 according to the schedule set forth in Exhibit "A" upon presentation of a monthly invoice. The invoice shall set out service fees for the month and those Additional Expenses and Reimbursable Expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. COMPANY shall perform professional services as outlined in the "Services to be Performed" for a fee of \$_____ (breakdown of fees is located in Exhibit "A".) which fee for basic services shall in no event exceed \$_____, excluding Additional Services and Reimbursable Expenses. Within 30 days of the date COMPANY's invoice is received by CITY, 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 15 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 _____, 2013 until _____, 201_____, unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

The CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to the Company. The parties to this Agreement understand and agree that it is in the CITY's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the CITY. The Company has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. 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.

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 Company 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

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

The 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.

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012.

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. 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 OF 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.

ARTICLE XI. 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.

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.

D. 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
3.1.1 Midland, Texas 79702

3.1.2
If to COMPANY:

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

E. 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.

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

G. 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.

H. 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.

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

J. 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. K. **PROMPT PAY ACT** - The City and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

EXECUTED IN DUPLICATE the day and year first above mentioned.
THE CITY OF MIDLAND, TEXAS COMPANY:

By: _____
Courtney B Sharp, City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Keith Stretcher, City Attorney

ATTEST

Amy M. Turner, City Secretary

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 _____, 20__.

Notary Public, State of Texas

Attachment A – Respondent's Reference Form

The respondent shall complete a Reference Form for each provided reference in accordance with Section 4.13 of the RFP.

1. General Background

Name of Client:

Number of Employees:

Operating Budget:

Address:

Project Manager/Contract:

Title:

Phone Number:

E-Mail Address:

Summary of Project and Current Status:

2. Project Scope

Please indicate all modules that were implemented as part of the project:

3. Project Information

Total Project Budget:

Project Start Date:

Project End Date:

Attachment E – Ownership of Deliverables

The respondent shall complete Table E-03 below based on whether the roles identified are supported by the proposed approach and implementation methodology. The roles are defined in Table E-01 and Table E-02 contains the indicators the respondent shall use to report their support of the identified roles. Any conflicts shall be noted with a comment. In the event additional deliverables are proposed, the respondent shall identify the roles for both the City and Vendor Project Teams.

Table E-01: Definition of Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides active assistance in development of the deliverable
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

Table E-02: Summary of Response Indicators

Indicator	Response	Description
S	Supports	The proposal supports the prescribed ownership roles with its proposed implementation methodology and approach.
C	Conflict	The proposal has a conflict with the prescribed ownership roles and proposed alternate ownership in its proposed implementation methodology and approach

Table E-03: Ownership of Deliverables

No	Deliverable	Contractor's Role	City Role	Response	Other Comments
1	Implementation Project Plan	Lead	Assist		
2	Requirements Traceability Matrix	Lead	Assist		
3	Communication Management Plan	Share	Share		
4	Business Process Change Management Plan	Participate	Lead		
5	Software Customization Plan	Lead	Assist		
6	Software Interface Plan	Lead	Assist		
7	Data Conversion Plan	Lead	Assist		
8	Testing Plan	Assist	Lead		
9	Quality Assurance Plan	Lead	Participate		
10	Pre- and Post-Implementation Support Plan	Share	Share		
11	Training Plan	Lead	Participate		
12	Deliverables Dictionary	Lead	None		
13	System Documentation	Lead	None		
14	Risk Register	Share	Share		
15	To-Be Business Process Diagrams	Assist	Lead		

Attachment F – Statement of Non-Collusion Form

The following statement shall be made as part of the Contractor's proposal.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other vendor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

Signed

Print Name

Title

Date

Contractor Name

Address

City / State / Zip Code

Telephone and Fax

PAYMENT BOND

STATE OF TEXAS §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

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

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

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

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

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

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

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

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

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

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

Principal

Surety

By_____

By_____

Address_____

Address_____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

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

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

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

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

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

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

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

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

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

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

Principal

Surety

By_____

By_____

Address_____

Address_____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

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

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

City of Midland

Attn: City Secretary

P. O. Box 1152

Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

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

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

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

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

For vendor or other person doing business with local governmental entity

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

D. Describe each affiliation or business relationship.

[illegible]

6

Date _____

NOTICE TO BIDDERS

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

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

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER’S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER’S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER’S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU “NO BID” THIS WORK.

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

Table of Contents		
Tab No.	Requirements Functional Area	Number of Requirements
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Total Functional Requirements:		4,052

When providing responses to the requirements in Attachment B, proposers shall use the response indicators contained in the table below.

Requirements / Capabilities Response Indicators	
Indicator	Definition
S	Feature/Function is included in the current software release.

Table of Contents		
Tab No.	Requirements Functional Area	Number of Requirements
F	Feature/Function will be available in a future software release.	
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.	
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.	
N	Feature/Function cannot be provided.	

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:			
	S: Feature/Function is included in the current software release.		T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.
	F: Feature/Function will be available in a future software release.		
	C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.		
	N: Feature/Function cannot be provided.		
General and Technical			
Req #	Description of Requirement	Criticality	Response
Technical Environment			
GT.1	The system has the ability to flow all changes made in the system throughout all system modules without the need for duplicate data entry.	Critical	
GT.2	The system requires MS SQL as the database.	Critical	
The system has the ability to import and export data from (or to) standard file formats including but not limited to:			
GT.3	HTML;	Critical	
GT.4	XML;	Critical	
GT.5	PDFs that are text based and searchable;	Critical	
GT.6	ASCII;	Critical	
GT.7	CSV;	Critical	
GT.8	MS Excel;	Critical	
GT.9	MS Access; and	Critical	
GT.10	Other City-defined desktop productivity applications.	Critical	
GT.11	The system has the ability to import and export data with web services formats.	Critical	
GT.12	The system has the ability to post data in a real-time fashion.	Critical	
GT.13	The system has the ability to provide a library of standard reports (i.e., "canned" reports).	Critical	
GT.14	The system has the ability to provide an ad hoc reporting environment that is OLE-DB and SQL native compliant, and ODBC.	Critical	
GT.15	The system has the ability to allow a user to modify existing reports, with appropriate security permissions.	Critical	
GT.16	The system has the ability to allow a user to copy and modify existing reports, with appropriate security permissions.	Critical	
GT.17	The system has the ability to access data files at the same time without collision or file/record/field locking problems.	Critical	
GT.18	The system has the ability to support foreign zip codes.	Critical	

General and Technical

Req #	Description of Requirement	Criticality	Response	Comments
GT.19	The system has the ability to provide a centralized data dictionary, that fully describes table structure (and relationships) and appropriate levels of metadata.	Critical		
GT.20	The system has the ability to allow sub-second screen response time for all applications.	Critical		
GT.21	The system can generate all standard reports in less than five minutes. Reports that will require more than this amount of time should be listed in "Comments" (column E) with a description of the reason so much time is required for each individual report.	Critical		
GT.22	The system has the ability to support the City's preferred current browsers (as described in the technical specifications section of the RFP).	Critical		
Security				
GT.23	The system has the ability to utilize LDAP (Active Directory) for user validation.	Critical		
GT.24	The system has the ability to store and transmit passwords in encrypted form.	Critical		
The system has the ability to provide security at the following levels:				
GT.25	Department;	Critical		
GT.26	Division;	Critical		
GT.27	Role or group;	Critical		
GT.28	User ID;	Critical		
GT.29	Screen;	Critical		
GT.30	Menu;	Critical		
GT.31	Report;	Critical		
GT.32	Database table;	Critical		
GT.33	Object;	Critical		
GT.34	Record;	Critical		
GT.35	Field;	Critical		
GT.36	Job function;	Critical		
GT.37	Element in chart of accounts;	Critical		
GT.38	Transaction type; and	Critical		
GT.39	User defined fields	Critical		
GT.40	The system has the ability to allow the City to determine which fields are visible to users.	Critical		
GT.41	The system has the ability to provide role-based security.	Critical		

General and Technical				
Req #	Description of Requirement	Criticality	Response	Comments
GT.42	The system has the ability to provide document-based security.	Critical		
The system has the ability to track audit changes throughout the system that creates a log of all records maintained and includes:				
GT.43	Date;	Critical		
GT.44	Time;	Critical		
GT.45	User;	Critical		
GT.46	Information prior to change;	Critical		
GT.47	IP address;	Critical		
GT.48	MAC address;	Critical		
GT.49	Machine name;	Critical		
GT.50	Changed information (before and after); and	Critical		
GT.51	Other administrator-configurable information.	Critical		
GT.52	The system has the ability to update all security roles automatically when a change in the "master" role is made.	Critical		
GT.53	The system has the ability to provide functional security to control what processes can be performed by certain users.	Critical		
GT.54	The system has the ability to provide access to audit trails for only the users with proper security based upon the user's security profile.	Critical		
GT.55	The system has the ability to allow system hardware to integrate security and file system permissions within an LDAP (Active Directory) environment.	Critical		
GT.56	The system has the ability to allow the System Administrator to add and change permissions for system access.	Critical		
GT.57	The system has the ability to allow a System Module Administrator to add and change permissions for module access.	Critical		
GT.58	The system has the ability to log users off the system after an administrator-defined period of inactivity, based on user-defined roles.	Critical		
GT.59	The system has the ability to allow a System Administrator to log out users.	Critical		
GT.60	The system has the ability to allow a System Administrator to log out users by module (i.e inquiry only access).	Critical		
GT.61	The system has the ability to provide customizable audit reports.	Critical		
GT.62	The system has the ability to provide configurable exception reports.	Critical		
GT.63	The system has the ability for users to view only change history in a user-friendly readable format.	Critical		

General and Technical

Req #	Description of Requirement	Criticality	Response	Comments
GT.64	The system has the ability to allow authorized users to have access to a log of security activity to determine users that have signed on and off the system, as well as unsuccessful attempts to sign on to the system.	Critical		
GT.65	The system has the ability to allow the audit trail to have a date/time stamp to the nearest second.	Critical		
The system has the ability to mask fields by user role including but not limited to:				
GT.66	Tax numbers/ID;	Critical		
GT.67	Date of Birth;	Critical		
GT.68	Passwords;	Critical		
GT.69	Credit card numbers;	Critical		
GT.70	Checking and banking account numbers;	Critical		
GT.71	Social Security numbers;	Critical		
GT.72	Drivers License numbers;	Critical		
GT.73	Email addresses;	Critical		
GT.74	Pay rates; and	Critical		
GT.75	Other, user-defined fields.	Critical		
GT.76	The system has the ability to be operational on a 24 x 7 scheduled basis.	Critical		
GT.77	The system has the ability to support tapeless and cloud backups.	Critical		
GT.78	The system has the ability to ensure that all modules are Payment Card Industry Data Security Standards (PCIDSS) compliant.	Critical		
GT.79	The system is PADSS (Payment Application Data Security Standards) compliant.	Critical		
GT.80	The system has the ability to support multiple business continuity environments, with replicated system data.	Critical		
GT.81	The system has the ability to provide roll-back capability in the database in order to rebuild data files, if necessary.	Critical		
User Interface				
GT.82	The system has the ability to provide drop down boxes and "pick lists" for data selection.	Critical		
GT.83	The system has the ability to provide configurable quick keys (i.e., function keys).	Critical		
GT.84	The system has the ability to comply with accessibility standards pronounced in the Americans with Disabilities Act (ADA).	Critical		

General and Technical				
Req #	Description of Requirement	Criticality	Response	Comments
GT.85	The system has the ability to provide functionality or integrate with third-party products to enlarge the print on computer screens (i.e., screen magnification).	Critical		
GT.86	The system has the ability to provide functionality or integrate with third-party products to provide text-to-audio capabilities (i.e., screen reading software).	Critical		
GT.87	The system has the ability to provide functional online help documentation for system end users.	Critical		
GT.88	The system has the ability to provide technical online help documentation for system administrators.	Critical		
GT.89	The system has the ability to provide integration with the Microsoft clipboard, with appropriate security permissions.	Critical		
GT.90	The system has the ability to provide error messages that appear in a consistent format across all system modules.	Critical		
GT.91	The system has the ability to provide error messages that are integrated with online help functionality.	Critical		
GT.92	The system has the ability to create error logs with detail associated with the error.	Critical		
GT.93	The system has the ability to allow users to send error reports to the City IT Department.	Critical		
GT.94	The system has the ability to provide administrator configurable error messages.	Critical		
GT.95	The system has the ability to provide user-defined fields with appropriate security permissions.	Critical		
GT.96	The system has the ability to allow the City to determine which fields are required.	Critical		
GT.97	The system has the ability to provide an administrative messaging system (e.g., a message to alert users of system maintenance activity).	Critical		
GT.98	The system has the ability to provide customizable screens based on roles and permissions.	Desired		
GT.99	The system has the ability to provide customizable screens including moving rows and columns, locking fields, and freeze columns based on roles and security permissions.	Desired		
GT.100	The system has the ability to provide contextual help with the ability to turn this feature off (i.e., field descriptions that are displayed based on the location of the mouse or cursor).	Desired		
GT.101	The system has the ability to provide customizable help.	Desired		

General and Technical				
Req #	Description of Requirement	Criticality	Response	Comments
GT.102	The system has the ability to provide data validation on entry.	Critical		
GT.103	The system has the ability to attach files to records in the system.	Critical		
GT.104	The system has the ability to add a new value to a drop down table without having to navigate from the table, with appropriate security permissions.	Critical		
GT.105	The system has the ability to accommodate City-defined limitations on the size of file attachments.	Critical		
GT.106	The system has the ability to provide drill down capability on all screens with appropriate security.	Critical		
GT.107	The system has the ability to provide drill down capability to see attachments to records based on security permissions.	Critical		
GT.108	The system has the ability to allow a user screen to have an option for the number of records that will be displayed (i.e., 25, 50, 100 search results with the option to choose how many).	Critical		
GT.109	The system has the ability to provide the user with standard field editing capabilities including but not limited to: navigation forward and backward to complete data entry and the ability to correct spelling mistakes without having to retype the entire word again.	Critical		
GT.110	The system has the ability to spell check on any field with the ability to turn this feature on and off.	Critical		
GT.111	The system has the ability to allow an administrator to configure the dictionary within the system that drives the spell check functionality.	Critical		
GT.112	The system has the ability to accommodate word-wrap in a data field without having to hit "return."	Critical		
GT.113	The system has the ability to provide predictive text capability.	Desired		
GT.114	The system has the ability to search by wild cards, based on security permissions.	Critical		
GT.115	The system has the ability to conduct a fuzzy search, based on security permissions.	Desired		
GT.116	The system has the ability to support pre-filled fields in appropriately pre-formatted screens eliminating redundant data entry.	Desired		
GT.117	The system has the ability to provide links to associated modules from any display screen to minimize backing out of one screen to access another, with appropriate security.	Critical		

General and Technical				
Req #	Description of Requirement	Criticality	Response	Comments
GT.118	The system has the ability to support access from mobile devices outside the City network using web interface (e.g., for City-defined approvals and Executive Information System) with appropriate security permissions.	Critical		
GT.119	The system has the ability for multiple windows to be open at the same time without having to login into the system multiple times.	Critical		
GT.120	The system administrator has the ability to set the number of multiple windows to be open at the same time without having to login into the system multiple times.	Critical		
GT.121	The system has the ability to warn a user that they are about to execute a process and ask if they want to proceed (i.e., to warn before posting a batch of changes, etc.).	Critical		
GT.122	The system has the ability to allow a user to configure which business process are prompted with a warning to proceed, with appropriate security permissions.	Critical		
GT.123	The system has the ability to allow split screen views on dual monitors.	Critical		
GT.124	The system has the ability to allow the configuration of processes using either the keyboard only, the mouse only, or a combination of the two, depending on a user's preference.	Critical		
GT.125	The system has the ability to support touch screen as a selection method.	Desired		
GT.126	The system has the ability to provide the user with integrated application	Critical		
Workflow				
GT.127	The system has the ability to support a paperless environment.	Critical		
GT.128	The system has the ability to initiate and track the approval process.	Critical		
GT.129	The system has the ability to assign different levels of approval for the same user.	Critical		
GT.130	The system has the ability to maintain separation of duties related to workflow approval processes by flag.	Critical		
GT.131	The system has the ability to provide workflow functionality in all system	Critical		
GT.132	The system has the ability to integrate workflow capability to all applications	Desired		
The system has the ability to set workflow rules by:				
GT.133	User;	Critical		
GT.134	Role;	Critical		
GT.135	Department;	Critical		
GT.136	Division;	Critical		

General and Technical

Req #	Description of Requirement	Criticality	Response	Comments
GT.137	Project Number;	Critical		
GT.138	Grant Number;	Critical		
GT.139	Account Number;	Critical		
GT.140	Any segment of the account number;	Critical		
GT.141	Thresholds;	Critical		
GT.142	Percentage argument;	Critical		
GT.143	Numerical argument; and	Critical		
GT.144	User-defined criteria.	Critical		
GT.145	The system has the ability to allow the creation of new workflow based on copy of an existing workflow.	Critical		
GT.146	The system has the ability to allow temporary status changes of users (e.g., unavailable due to vacation time).	Critical		
GT.147	The system has the ability to re-route workflow assignments based on availability triggered by unavailable status.	Critical		
GT.148	The system has the ability to re-route workflow assignments based on availability triggered by City-defined periods of no response.	Critical		
GT.149	The system has the ability to integrate with MS Office Outlook Calendar for availability of users.	Desired		
GT.150	The system has the ability to provide escalation paths based on user-defined criteria (e.g., minimum period of no response, etc.).	Critical		
GT.151	The system has the ability to provide event-driven notifications by email that	Critical		
GT.152	The system has the ability to allow all notifications to be configurable by the City.	Critical		
Content Management				
GT.153	The system has the ability to provide integrated content management functionality across all system modules.	Critical		
GT.154	The system has the ability to fully integrate with the City's Document Management System.	Critical		
GT.155	The system has the ability for established system security to apply to documents stored in the content manager (i.e., some documents will not be viewable to all users).	Critical		
The system has the ability for the content manager to store files in the following formats:				
GT.156	.doc(x);	Critical		
GT.157	.xls(x);	Critical		

General and Technical				
Req #	Description of Requirement	Criticality	Response	Comments
GT.158	.ppt(x);	Critical		
GT.159	Other MS Office formats;	Critical		
GT.160	PDFs that are text based and searchable;	Critical		
GT.161	.gif;	Critical		
GT.162	.tiff;	Critical		
GT.163	.jpg;	Critical		
GT.164	.png;	Critical		
GT.165	.dwg;	Critical		
GT.166	Other image formats; and	Critical		
GT.167	Other formats.	Critical		
GT.168	The system has the ability to link documents stored in the content manager to individual transactions throughout the system.	Critical		
GT.169	The system has the ability to allow configuration for the automatic production of content manager documents (e.g., an electronic image of all checks printed is generated and stored).	Critical		
GT.170	The system has the ability to accommodate compliance with State of Texas Library Archives document retainage policies throughout all system modules.	Critical		
GT.171	The system has the ability for the content manager to store audit trail information of events associated with documents stored (i.e., user, date, time,	Critical		
GT.172	The system has the ability to provide content management functionality that	Critical		
GT.173	The system has the ability to support the entering of documents into the content manager via barcode scanning (i.e., printing a bar code that is later scanned to link the scanned file to a record in the content manager).	Desired		
GT.174	The system has the ability to allow access to all documents stored in the content manager when a user is remotely using the system through a web interface with proper security.	Critical		
GT.175	The system has the ability to archive documents stored in the content manager based on user-defined conditions with appropriate permissions.	Critical		
Support and Documentation				

General and Technical				
Req #	Description of Requirement	Criticality	Response	Comments
GT.176	The system has the ability to allow properly authorized users to configure and maintain all system settings from any workstation on the local/wide area network.	Critical		
GT.177	The system has the ability to allow centralized deployment of system updates and system maintenance.	Critical		
GT.178	The system has the ability to allow remote deployment of system updates and system maintenance.	Critical		
GT.179	The system has the ability to accommodate deployment of system updates and maintenance to all affected modules according to system administrator-defined effective dates (e.g., calendar and fiscal year parameter changes).	Critical		
GT.180	The vendor must proactively notify the System Administrator regarding which releases of third-party software (JAVA virtual machine, Internet Explorer, Mozilla, Safari, etc.) are known to create problems with the current version of the vendor software.	Critical		
The vendor, at a minimum must adhere to the following standards for issue resolution:				
GT.181	Severity Level 1, system is down. Attention required immediately, maximum of 30 minute response time.	Critical		
GT.182	Severity Level 2, major functionality of the system is impacted or parts of the system are down. Maximum of 1 hour response time.	Critical		
GT.183	Severity Level 3, non-mission critical processes are impacted. Maximum of 8 hour response time.	Critical		
GT.184	The system has the ability to allow for outage times to be based on a 24x7 basis instead of working hours.	Critical		
GT.185	The system has the ability to allow for severity levels for support as defined by the City.	Critical		
GT.186	The vendor will provide web-based support, with a searchable database of common problems, to assist end users in researching error messages.	Critical		
GT.187	The system has the ability to adhere to the City's security policy, which requires vendors to request for access to the application for trouble shooting.	Critical		
GT.188	The system has the ability to provide online software documentation for all software application modules.	Critical		
GT.189	The system has the ability to provide an online tutorial to assist users learning the software.	Critical		

General and Technical				
Req #	Description of Requirement	Criticality	Response	Comments
GT.190	The system must have the "built-in" capability to provide support through remote access to the application in accordance with City procedures.	Critical		
GT.191	The vendor offers software application support during planned upgrades, after typical operating hours.	Critical		
GT.192	The vendor offers access to an online user group community.	Desired		
GT.193	The vendor offers a suite of online training modules.	Desired		
GT.194	The vendor offers periodic live webinar training sessions at no cost.	Desired		
GT.195	The vendor offers recorded training sessions to be viewed at no cost.	Desired		
GT.196	The vendor offers an implementation project management website, that includes FTP process for file sharing between the vendor and client.	Critical		
Reporting and Dashboards				
GT.197	The system has the ability to query on all data fields in the system in order to provide a user defined query screen.	Critical		
GT.198	The system has the ability to provide an Executive Information System (EIS) (i.e., a performance dashboard).	Critical		
GT.199	The system has the ability to provide an Executive Information System by module (EIS) (i.e., a performance dashboard).	Critical		
GT.200	The system has the ability to customize the information presented on the Executive Information System by user.	Critical		
GT.201	The system has the ability to customize the information presented on the Executive Information System by group of users.	Critical		
GT.202	The system has the ability to display information on the Executive Information System in real-time.	Critical		
GT.203	The system has the ability to configure the refresh rate of the Executive Information System.	Critical		
GT.204	The system has the ability to allow a user to manually refresh the Executive Information System.	Critical		
GT.205	The system has the ability to provide an integrated report writer.	Critical		
GT.206	The system has the ability to provide an integrated report writer that has a consistent look and feel across all system modules.	Critical		
GT.207	The system has the ability to provide an integrated report writer that supports building calculations based on data values selected (i.e., percentages of existing values).	Critical		
GT.208	The system has the ability to provide an integrated report writer that allows the creation of reports comprised of any discrete data field throughout the system with proper security.	Critical		

General and Technical				
Req #	Description of Requirement	Criticality	Response	Comments
GT.209	The system has the ability to allow generated reports to be saved in an integrated content manager.	Critical		
GT.210	The system has the ability to allow generated reports to be viewed on screen prior to printing.	Critical		
GT.211	The system has the ability to allow reports to be generated that are searchable.	Critical		
GT.212	The system has the ability to schedule reports to run in the future.	Critical		
GT.213	The system has the ability to schedule reports to be run on a recurring basis.	Critical		
GT.214	The system has the ability to configure automatic distribution paths for generated reports (i.e., automatically send a report to a particular user).	Critical		
GT.215	The system has the ability to display when a report is being run, or in process, so that a user does not run the report again.	Critical		
GT.216	The system has the ability to configure the page breaks for any printed report.	Critical		
GT.217	The system has the ability to define the maximum number of pages to print for notification purposes.	Critical		
GT.218	The system has the ability to notify users when a specific number of pages in report will be printed.	Critical		
GT.219	The system has the ability to allow users to cancel the printing of the report.	Critical		
GT.220	The system has the ability to allow electronic reports to be generated that have "drill-down" capabilities when viewed on screen.	Critical		
GT.221	The system has the ability to support the creation of reports using third-party report writers such as Crystal Reports.	Critical		
GT.222	The system has the ability to support the creation of reports using SQL Reporting Services.	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:			
S: Feature/Function is included in the current software release.		T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release.	
F: Feature/Function will be available in a future software release.		H: Feature/Function is not included in the current software release. However, this feature could be provided with integration with a third party system.	
C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.		N: Feature/Function cannot be provided.	
General Ledger and Financial Reporting			
Req #	Description of Requirement	Criticality	Response
General Requirements			
GL.1	The system has the ability to provide a General Ledger that is integrated with all other system applications so that reconciliation between applications is user friendly and efficient.	Critical	
GL.2	The system has the ability to produce statements of revenue and expense at a user defined interval (i.e. daily, weekly, monthly, quarterly, and annually) in summary or detail and can be subtotaled at multiple levels in the chart of accounts.	Critical	
GL.3	The system has the ability to produce statements at any user defined interval (i.e. daily, weekly, monthly, quarterly, and annually) in summary or detail and can be subtotaled at multiple levels in the chart of accounts.	Critical	
GL.4	The system has the ability to allow month end closings to occur in a new fiscal year without having to close the previous fiscal year, including producing all month end financial statements.	Critical	
GL.5	In reference to GL.4, the system has the ability to note on the balance sheet financial statements that prior fiscal year has not been closed and balances are subject to change.	Desired	
GL.6	The system has the ability to perform a soft year end close and lock balances in place for balance sheet balances as well as close the revenues and expenditures into the balance sheet zeroing them out for the new year.	Critical	
GL.7	The system has the ability to provide a financial statement report writer to allow end users to create user-defined financial statement and statistical reports without users needing to know the table structure.	Critical	
GL.8	The system has the ability to provide a library of "canned" reports to be used by City staff with limited parameter entry.	Critical	
GL.9	The system has the ability to budget at the fund level.	Critical	
GL.10	The system has the ability to enforce the budget at the fund level.	Critical	

General Ledger and Financial Reporting

Req #	Description of Requirement	Criticality	Response	Comments
GL.11	The system has the ability to budget at the department level.	Critical		
GL.12	The system has the ability to enforce the budget at the department level.	Critical		
GL.13	The system has the ability to budget at any level in the City's chart of accounts.	Critical		
GL.14	The system has the ability to enforce the budget at any level in the City's chart of accounts.	Critical		
GL.15	The system has the ability to support multi-year funds.	Critical		
GL.16	The system has the ability to produce balance sheets and other financial reports from a prior closed year and period with an option to include inactive accounts with activity or a balance.	Critical		
GL.17	The system has the ability to automatically roll forward balances for balance sheet accounts at year end for a soft close.	Desired		
GL.18	The system has the ability to automatically roll forward balances for balance sheet accounts at year end for a hard close.	Critical		
GL.19	The system has the ability to store at least 5 years of transactional data with the ability for the City to determine when data will be archived based on the number of years.	Critical		
GL.20	The system has the ability to store at least 20 years of transactional data with the ability for the City to determine when data will be archived based on the number of years.	Desired		
GL.21	The system has the ability to allow archived data to be accessed by user based upon system permissions.	Critical		
GL.22	The system has the ability to restrict user inquiry access to a City defined group of account numbers.	Critical		
GL.23	The system has the ability to restrict user access to a City defined group of account numbers when entering a journal entry.	Critical		
GL.24	The system has the ability to restrict GL posting (i.e. live or batch) by account number.	Critical		
GL.25	The system has the ability to flag an account as inactive.	Critical		
GL.26	The system has the ability to carry the entire chart of accounts forward to eliminate the need to manually key these accounts into the system.	Critical		
GL.27	The system has the ability to carry a range of chart of accounts forward to eliminate the need to manually key these accounts into the system.	Critical		

General Ledger and Financial Reporting

Req #	Description of Requirement	Criticality	Response	Comments
GL.28	The system has the ability to provide users the option to select accounts with zero balances or accounts that have no activity when carrying forward the chart of accounts to eliminate the need to manually key these accounts into the system.	Critical		
GL.29	The system has the ability to exclude a user defined segment of accounts when carrying forward the chart of accounts to eliminate the need to manually key these accounts into the system.	Critical		
GL.30	The system has the ability to only carry forward active accounts, even if they have zero balances.	Critical		
GL.31	The system has the ability to perform "soft closes" on periods so that a period may be opened again with proper permissions for the purposes of posting activity to that period.	Critical		
GL.32	The system has the ability to record a journal entry type (Document Type) in the general ledger for reconciliation purposes.	Critical		
GL.33	The system has the ability to restrict one-sided journal entries from being entered.	Critical		
GL.34	The system has the ability to perform automatic posting of recurring journal entries.	Critical		
GL.35	The system has the ability to flag a journal entry as a reversing journal entry and identify the new journal entry number and date.	Desired		
GL.36	The system has the ability to perform automatic reversals of month-end accruals at the beginning of the next period.	Critical		
GL.37	The system has the ability to drill down to see all account activities, to include the related accounts of the source journal.	Critical		
GL.38	The system has the ability to allow users to retrieve GL related information that is more than one year old.	Critical		
GL.39	The system has the ability to perform basic validation routines before data can be entered (e.g., data type checking, account validation, project numbers).	Critical		
GL.40	The system has the ability to produce GASB 34, GASB 42, GASB 45, and other compliance reports.	Critical		
GL.41	The system has the ability to allow the produced compliance reports to be editable by a user for formatting and final edits.	Critical		
GL.42	The system provides fund accounting capability that complies with GAAP and GASB standards.	Critical		
GL.43	The system has the ability to display user defined reasons for rejecting general ledger transactions.	Critical		

General Ledger and Financial Reporting

Req #	Description of Requirement	Criticality	Response	Comments
GL.44	The system has the ability to provide at least 14 periods, including one for entering annual closing entries which acts as a closing period and one for audit adjustments (per 14).	Critical		
GL.45	The system has the ability to move a division or project from one department to another and carry over all associated history.	Critical		
GL.46	The system has the ability to allow selected accounts to be flagged in order to disallow any postings to occur to those accounts.	Critical		
GL.47	The system has the ability to flag by account number to require a work order, project number, or grant number to be associated with the posting transaction.	Critical		
GL.48	The system has the ability to attach documentation to an account based on account access permissions.	Critical		
GL.49	The system has the ability to provide attachment functionality to GL accounts in	Desired		
GL.50	The system has the ability to link attachments in Sire to transactions in the Financial System.	Critical		
GL.51	The system has the ability to enter comments on the account.	Critical		
GL.52	The system has the ability to add user date and time comments per GL account.	Desired		
GL.53	The system has the ability to add user date and time comments per GL account transaction.	Critical		
GL.54	The system has the ability to capture comments added for audit trail purposes.	Critical		
Chart of Accounts				
GL.55	The system has the ability to provide a single chart of accounts file that is referenced by all other system modules.	Critical		
GL.56	The system has the ability to either automatically generate or copy chart of account records when creating new funds, departments, and any other reorganizations.	Critical		
GL.57	The system has the ability to inactivate parts of an account so no posting activity can take place against the account.	Critical		
GL.58	The system has the ability to provide chart of account number "short cuts" for reducing the number of key strokes when entering or looking up chart of account numbers.	Critical		
GL.59	The system has the ability to provide "short-cuts" that are alphanumeric.	Critical		

General Ledger and Financial Reporting

Req #	Description of Requirement	Criticality	Response	Comments
GL.60	The system has the ability to provide a "suggested text" function for looking up and selecting account numbers, with the ability to turn this function on/off by user.	Critical		
GL.61	The system has the ability to activate new accounts or specific accounts based on dates or date ranges.	Critical		
GL.62	The system has the ability to inactivate new accounts or specific accounts based on dates or date ranges.	Critical		
GL.63	The system has the ability to support at least 11 segments and up to 65 alphanumeric characters.	Critical		
GL.64	The system has the ability to change the name of any segment of the account number while leaving the historic description the same.	Critical		
GL.65	The system has the ability to provide security at a City-determined level in the chart of accounts.	Critical		
GL.66	The system has the ability to provide a flexible user defined chart of accounts which can be modified as needed by a system administrator with appropriate security permissions (e.g., segmented for fund, department/division, unit, sub-unit, object, and sub-object).	Critical		
GL.67	The system has the ability to support alpha-numeric fields in the chart of accounts at any segment.	Critical		
GL.68	The system has the ability to set up a fund as non-interest bearing.	Critical		
GL.69	The system has the ability to track daily fund balances for distribution of interest.	Critical		
The system has the ability to support the following fields in the chart of accounts:				
GL.70	"Fund" (at least 4 digits);	Critical		
GL.71	"Sub-Fund" (at least 2 digits);	Critical		
GL.72	"Revenue" (at least 4 digits);	Critical		
GL.73	"Sub-Revenue" (at least 4 digits);	Critical		
GL.74	"Activity" (at least 3 digits);	Critical		
GL.75	"Department/Division" (at least 3 digits each);	Critical		
GL.76	"Unit" (at least 4 digits);	Critical		
GL.77	"Sub-Unit;" (at least 4 digits); and	Critical		
GL.78	"Object;" (at least 4 digits).	Critical		
GL.79	"Sub-Object;" (at least 2 digits).	Critical		

General Ledger and Financial Reporting

Req #	Description of Requirement	Criticality	Response	Comments
GL.80	"Balance Sheet" (at least 4 digits);	Critical		
GL.81	Other user defined fields.	Critical		
GL.82	The system has the ability to not allow duplicate fund numbers.	Critical		
GL.83	The system has the ability to support at least a 256-character description field for each of the above fields.	Critical		
GL.84	The system has the ability to support a short description for each of the above fields.	Critical		
GL.85	The system has the ability to provide sub funds that can be re-used based on the fund it is attached to.	Critical		
Journal Entries				
GL.86	The system has the ability to import journal entry transactions from other vendor developed and in-house developed systems (i.e., journal import functionality).	Critical		
GL.87	The system has the ability to edit journal entry data that was imported prior to posting to the GL with appropriate security and audit trail information.	Critical		
GL.88	The system has the ability to post statistical or non-financial data.	Desired		
GL.89	The system has the ability to use workflow technology to automatically route journal entries with attachments to approvers prior to posting.	Critical		
GL.90	The system has the ability to provide standard, recurring, and reversing journal entry capabilities.	Critical		
GL.91	The system has the ability to maintain at least 5 years of detailed journal entry	Critical		
GL.92	The system has the ability to maintain at least 20 years of detailed journal entry transactions and budget information and provides the ability to maintain greater than 20 years if desired.	Desired		
GL.93	The system has the ability to automatically populate fiscal year and period based on transaction type.	Critical		
GL.94	The system has the ability to automatically transfer activity from one account to another account with the ability to limit the setup of automatic transfers based on security permissions.	Critical		
GL.95	The system has the ability to disallow further posting to an account that is closed or inactive.	Critical		
GL.96	The system has the ability to disallow further posting to an account that is in the processes of being closed or inactivated.	Critical		
GL.97	The system has the ability to disallow posting to a closed period.	Critical		

General Ledger and Financial Reporting

Req #	Description of Requirement	Criticality	Response	Comments
GL.98	The system will not allow the ability to post a journal entry to a control account.	Desired		
GL.99	The system will not allow the ability to edit a sub-system batch prior to posting to the GL.	Critical		
GL.100	The system has the ability to generate date-specific reversing entries.	Critical		
GL.101	The system has the ability to accommodate free form text or attachments associated with a journal entry based on security permissions.	Critical		
GL.102	The system has the ability to automatically assign sequential numbers to all journal entry transactions for audit trail purposes.	Critical		
Reporting				
GL.103	The system has the ability to provide linkage between reportable sections of the CAFR (i.e., Exhibits, Management Discussion and Analysis, Notes to the Financial Statements and Statistics).	Critical		
GL.104	The system has the ability to query on all data fields in the general ledger module in order to provide a user defined query screen.	Critical		
GL.105	The system has the ability to provide user defined ad hoc query capabilities.	Critical		
GL.106	The system has the ability to provide an ad hoc report writing tool.	Critical		
GL.107	The system has the ability to export to various formats to create a custom designed CAFR document.	Critical		
GL.108	The system has the ability to generate a report across any segment or group of segments in the chart of accounts.	Critical		
GL.109	The system has the ability to schedule and to distribute reports via electronic workflow.	Critical		
GL.110	The system has the ability to warn the user they are about to print a large report (displays number of pages) with option to proceed.	Critical		
GL.111	The system has the ability to print reports in a "printer-friendly" mode.	Critical		
GL.112	The system has the ability to schedule reports to be run during non business hours on a user defined schedule.	Critical		
GL.113	The system has the ability to display all reports to the screen with a user-defined option for printing, with the ability to turn this feature on or off.	Critical		
GL.114	The system has the ability to provide comparison reports (e.g., between different periods, as user-defined).	Critical		
GL.115	The system has the ability to print financial reports on closed periods.	Critical		

General Ledger and Financial Reporting

Req #	Description of Requirement	Criticality	Response	Comments
GL.116	The system has the ability to select active and/or inactive accounts by year for reporting purposes for multiple user defined years.	Critical		
GL.117	The system has the ability to view a General Ledger Audit Report based on permissions.	Critical		
GL.118	The system has the ability to produce monthly, quarterly, and annual financial statements. (Income Sheet, Balance Sheet, Budget Comparisons by Department, etc.)	Critical		
GL.119	The system has the ability to produce monthly, quarterly, and annual financial statements (Cash Flow).	Critical		
GL.120	The system has the ability to produce monthly, quarterly, and annual financial statements at City-defined levels.	Critical		
GL.121	The system has the ability to print graphs and charts for presentation style reports.	Critical		
The system, at a minimum, has the ability to produce the following reports (current and previous years and for multi-year funds where applicable):				
GL.122	Available budget by expense and revenue code;	Critical		
GL.123	Cash balance (i.e., by department, fund, etc.);	Critical		
GL.124	Inception to date, for total expenditures for all City projects;	Critical		
GL.125	Expenditures relative to budget;	Critical		
GL.126	Year-to-date expenditures;	Critical		
GL.127	Month-to-date expenditures;	Critical		
GL.128	Budget to actual by all budget line items;	Critical		
GL.129	Open encumbrance report;	Critical		
GL.130	Pre-encumbrance report;	Critical		
GL.131	Comparison of expenditures by month;	Critical		
GL.132	Income statement;	Critical		
GL.133	Cash flow;	Critical		
GL.134	Balance sheet;	Critical		
GL.135	Statement of net assets;	Critical		
GL.136	Schedule of expenditures and revenues based on type of revenue;	Critical		
GL.137	Trial balance activity (debits and credits);	Critical		
GL.138	Statement of revenues and expenditures;	Critical		
GL.139	WIP construction;	Critical		
GL.140	Capital projects;	Critical		

General Ledger and Financial Reporting

Req #	Description of Requirement	Criticality	Response	Comments
GL.141	Comparison of revenues and expenditures by month;	Critical		
GL.142	Comparison of revenues and expenditures by quarter;	Critical		
GL.143	Summary and detail trial balance at any budget level;	Critical		
GL.144	Detail and summary project report;	Critical		
GL.145	Summary trial balance across multiple fund;	Critical		
GL.146	Month-to-date;	Critical		
GL.147	Year-to-date;	Critical		
GL.148	Life-to-date;	Critical		
GL.149	Multi-year grants for revenues and expenses;	Critical		
GL.150	Expense Budget at any level;	Critical		
GL.151	Cash Balance by Fund;	Critical		
GL.152	Cash Balance by Fund with associated detail;	Critical		
GL.153	Detailed Transaction Listing by Vendor Number;	Critical		
GL.154	Detailed Transaction Listing by Vendor Invoice Number;	Critical		
GL.155	Detailed Transaction Listing by Vendor Name;	Critical		
GL.156	Trend Analysis for Expenditures;	Critical		
GL.157	General Fund Financial Statements; and	Critical		
GL.158	Internal Service Fund Financial Statements.	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators: S: Feature/Function is included in the current software release. F: Feature/Function will be available in a future software release. C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. N: Feature/Function cannot be provided.				
Budgeting				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
BD.1	The system has the ability for the Budgeting module to use the same chart of accounts as the rest of the system.	Critical		
BD.2	The system has the ability to create all budgets by period.	Critical		
BD.3	The system has the ability to allow departments to further drill down to at least one level below the City's lowest level of chart of accounts for detailed tracking purposes.	Critical		
BD.4	The system has the ability to provide a framework or model for budgeting, so that once a budget model is built, changes to the budget only require entering variance amounts.	Critical		
BD.5	The system is integrated with the City's payroll application, enabling the inclusion of payroll and personnel information into the budget in real-time.	Critical		
BD.6	The system is integrated with the City's payroll application, enabling the inclusion of payroll and personnel information into the budget based on a snapshot of payroll and personnel information (i.e. as-of date projection).	Critical		
BD.7	The system has the ability to provide payroll and benefit information by position, for budgeting purposes.	Critical		
BD.8	The system has the ability to provide payroll and benefit information by employee, for budgeting purposes.	Critical		
BD.9	The system has the ability to store a minimum of five years budget-to-actual at any account level.	Critical		
BD.10	The system has the ability to provide online budgeting capabilities for individual departments with appropriate security permissions.	Critical		
BD.11	The system has the ability to provide a memo field of a minimum of 500 characters to store notes for each budgeted account with the ability to roll over to the general ledger.	Critical		
BD.12	The system has the ability to calculate a total for multiple sub-entries for each budgeted account line to identify the budget line detail.	Critical		

Budgeting				
Req #	Description of Requirement	Criticality	Response	Comments
BD.13	The system has the ability to display budget-to-actual with percentages of available budget for an account or group of accounts at any time.	Critical		
BD.14	The system has the ability to provide budgetary control at the department level to control spending based on user-defined criteria.	Critical		
BD.15	The system has the ability to "roll" the budget through at least five process levels (e.g., budget entry, Administration review, etc.).	Critical		
The system has the ability to provide a user defined budget dashboard view of key indicators including but not limited to:				
BD.16	Budget to actual;	Critical		
BD.17	Project completion;	Critical		
BD.18	Fund type;	Critical		
BD.19	Fund;	Critical		
BD.20	Project;	Critical		
BD.21	Department;	Critical		
BD.22	Grant;	Critical		
BD.23	Vendor;	Critical		
BD.24	Current year-to-date compared to previous year-to-date;	Critical		
BD.25	Current year-to-date compared to previous year-to-date with the ability to select by period (i.e. do not want to only show YTD total amounts);	Critical		
BD.26	Current year-to-date compared to multiple previous year-to-dates with the ability to select by year and period; and	Critical		
BD.27	Other, user-defined.	Critical		
BD.28	The system has the ability to allow budget dashboards to be configured and saved for individual users (either by user, super-user or system administrator).	Critical		
BD.29	The system has the ability to add attachments at the detail level of the budget such as Microsoft Word, Microsoft Excel, and Adobe PDF documents.	Critical		
BD.30	The system has the ability to support roll-up codes for grouping accounts together for budgeting.	Critical		
BD.31	The budget preparation system should at a minimum, contain at least five previous fiscal years, current fiscal year, and at least five future fiscal years.	Critical		
Budget Preparation				

Budgeting

Req #	Description of Requirement	Criticality	Response	Comments
BD.32	The system has the ability to produce a unified, City-wide budget and revenue estimate that are automatically consolidated from electronic inputs of different departments (i.e. debt service funds, CIP funds, all budget components such as statistical information.)	Critical		
BD.33	The system has the ability to support at least 99 versions of a budget by year with versioning for each.	Critical		
BD.34	The system has the ability to store reasons (notes/comments) for each budget version.	Critical		
BD.35	The system has the ability to identify budget details that are one time and/or recurring.	Critical		
BD.36	The system has the ability to name budget versions.	Critical		
The system has the ability to prepare budgets that accommodate the following:				
BD.37	Department budget;	Critical		
BD.38	Division budget;	Critical		
BD.39	Unit (Cost center) budget;	Critical		
BD.40	Fund budget;	Critical		
BD.41	Internal service funds budget;	Critical		
BD.42	Element budget;	Critical		
BD.43	Object budget;	Critical		
BD.44	Item budget (i.e., itemized within an object);	Critical		
BD.45	Work Order budget;	Critical		
BD.46	Project (non-capital) budget;	Critical		
BD.47	Grant budget;	Critical		
BD.48	Capital project budget; and	Critical		
BD.49	Other, user-defined.	Critical		
BD.50	The system has the ability to budget by physical location.	Critical		
The system has the ability to load budget amounts based on one or more of the following ranges or subset of ranges:				
BD.51	Zero balances in all accounts;	Critical		
BD.52	Current year's original budget;	Critical		
BD.53	Current year's amended budget for the six-month mark along with original budget;	Critical		

Budgeting				
Req #	Description of Requirement	Criticality	Response	Comments
BD.54	Previous year's budget;	Critical		
BD.55	Previous year's actual (with the ability to select which year and period);	Critical		
BD.56	A combination of prior complete years and "current" partial year with a normalized 12-month total (i.e., to predict the remaining months in the current year);	Critical		
BD.57	Any previous year budget or actual with percentage increase;	Critical		
BD.58	Any previous year budget or actual with percentage decrease;	Critical		
BD.59	User-defined growth percentages to department level of above baselines;	Critical		
BD.60	User-defined growth percentages to the account level of above baselines; and	Critical		
BD.61	For all requirements above, ability to distribute and budget by period (i.e. seasonal budget.)	Desired		
BD.62	The system has the ability to load budget information from third party software (e.g., Excel).	Critical		
BD.63	The system has the ability to create fixed cost budgets based on prior year actual activity, anticipated rate increases, and anticipated capital asset additions (i.e. utility charges, equipment replacement, fleet maintenance, and fuel).	Critical		
BD.64	The system has the ability to create replacement and maintenance budgets based on an items useful life, annual maintenance, and annual replacement contributions.	Critical		
BD.65	The system has the ability to allow administrators to pre-populate fields, allowing individual departments to fill in budget information, with an option by period, easily in a template format.	Critical		
BD.66	The system has the ability to allow new budgets to be created from historical financial information or past budgets.	Critical		
BD.67	The system has the ability to create monthly budgets based on historical monthly financial information or other user defined criteria.	Desired		
BD.68	The system has the ability to identify and provide last fiscal year's outstanding encumbrances as adjustments to new fiscal year's adopted budget, and is able to be incorporated into the general ledger based on user-defined criteria.	Critical		

Budgeting				
Req #	Description of Requirement	Criticality	Response	Comments
BD.69	The system has the ability to identify and provide last fiscal year's outstanding project budget balances as adjustments to new fiscal year's adopted budget, and is able to be incorporated into the general ledger based on user-defined criteria (e.g., by account number/project number).	Critical		
BD.70	The system has the ability to carry all general ledger accounts forward for budgeting purposes to eliminate the need to manually key these accounts into the system.	Critical		
BD.71	The system has the ability to support the submission of a detailed budget, one that includes revenue sources, detailed expenditures, multi-funding sources, multi-year budget, and matching funds.	Critical		
BD.72	The system has the ability to view user defined budget detail through the entire process, utilizing multiple filtering capabilities (i.e. use of user defined queries).	Critical		
BD.73	The system has the ability to support the workflow of the City's budget process, with different phases and approval processes.	Critical		
BD.74	The system has the ability to support electronic workflow of notifications for reviewing the budget.	Critical		
BD.75	The system has the ability to provide user defined on-line budget review capabilities for individual departments.	Critical		
BD.76	The system has the ability to prevent users from making changes to a proposed departmental budget without appropriate approval.	Critical		
Budget Maintenance				
BD.77	The system has the ability to track budget amounts and associated detail created during budget preparation at any level in the chart of accounts.	Critical		
BD.78	The system has the ability to track the original budget, amendments made during the year, and distinguish between the two.	Critical		
BD.79	The system has the ability to provide a department user interface to maintain, modify, monitor, and manage detailed department level budgets with appropriate security permissions.	Critical		
BD.80	The system has the ability to allow the budget to be amended during the year by authorized personnel and provides an audit trail of those amendments.	Critical		
BD.81	The system has the ability to allow amendment controls to vary based upon the level in the budget (i.e., more strict controls at higher levels).	Critical		
The system has the ability to store the following information when a budget adjustment/amendment is made:				

Budgeting				
Req #	Description of Requirement	Criticality	Response	Comments
BD.82	Type of change;	Critical		
BD.83	Reason for change;	Critical		
BD.84	Original requestor of change;	Critical		
BD.85	Approvers of change;	Critical		
BD.86	Tracking of all historical changes;	Critical		
BD.87	User making change;	Critical		
BD.88	Date and time of change;	Critical		
BD.89	Comments/notes;	Critical		
BD.90	Scanned and attached documentation; and	Critical		
BD.91	Other, user-defined.	Critical		
BD.92	The system has the ability to allow user defined interfund or intrafund budget transfers of funding, through workflow, with appropriate permissions and approvals.	Critical		
BD.93	The system has the ability to lockout changes to the budget after user-defined dates and criteria.	Critical		
BD.94	The system has the ability to provide internal controls for making budget adjustments.	Critical		
BD.95	The system has the ability to reference and/or document City record information related to budget adjustments/amendments.	Critical		
Multi-Year and Capital Improvement Budgeting				
BD.96	The system has the ability to accommodate multi-year projects for budget purposes by year with appropriate detail, to include life-to-date appropriations, adopted budget new appropriations, and be fully integrated with the financial system and other modules.	Critical		
BD.97	The system has the ability to view the budget for a multi-year project excluding encumbrances and carry-forward amounts of budget balances.	Critical		
BD.98	The system has the ability to view the budget for a multi-year project including encumbrances and carry-forward amounts of budget balances.	Critical		
BD.99	The system has the ability to budget for capital projects beyond one year.	Critical		
BD.100	The system has the ability to budget for revenue sources in the capital budget.	Critical		
BD.101	The system has the ability to allow for multiple funding sources for multi-year funds.	Critical		
BD.102	The system has the ability to track budget, expenditures, and funding sources for grants and multi-year funds.	Critical		

Budgeting				
Req #	Description of Requirement	Criticality	Response	Comments
BD.103	The system has the ability to export CIP and other project data to a project management tool (e.g., MS Project).	Desired		
Outcome Based Budgeting				
BD.104	The system has the ability to accommodate performance measures and outcome based budgeting, and be fully integrated with the financial system and other modules.	Critical		
BD.105	The system has the ability to track performance and outcome based measures.	Critical		
BD.106	The system has the ability to store text that relates to performance and outcome based measures.	Critical		
BD.107	The system has the ability to capture and report on statistical data such as miles of roads paved.	Critical		
BD.108	The system has the ability to import data from other City systems for the purposes of outcome-based budgeting.	Critical		
BD.109	The system has the ability to track statistical data for a specific GL account.	Critical		
BD.110	The system has the ability to create reports based on user-defined criteria.	Critical		
Forecasting				
BD.111	The system has the ability to provide a budget model or framework for forecasting purposes.	Critical		
The system has the ability to provide budget trending and forecasting capabilities including:				
BD.112	Straight line projection;	Critical		
BD.113	Trend analysis;	Critical		
BD.114	Percentage based on last year actual;	Critical		
BD.115	Percentage based on last year budgeted;	Critical		
BD.116	Monthly budget based on prior year actual trend data for a particular month;	Critical		
BD.117	Last year actual for the remainder of the current fiscal year; and	Critical		
BD.118	Other, user defined.	Critical		
The system has the ability to provide salary and benefit forecasting capabilities based on the import from the payroll application including:				
BD.119	Number of positions;	Critical		
BD.120	Multiple types of pay;	Critical		

Budgeting				
Req #	Description of Requirement	Criticality	Response	Comments
BD.121	Current salary ranges;	Critical		
BD.122	Incentives and overtime;	Critical		
BD.123	Longevity;	Critical		
BD.124	Holiday pay days;	Critical		
BD.125	Shift differential;	Critical		
BD.126	Lead pay;	Critical		
BD.127	Fringe benefit changes;	Critical		
BD.128	Type of position;	Critical		
BD.129	Overtime expenses; and	Critical		
BD.130	Other, user defined.	Critical		
BD.131	The system has the ability to drill down to salary and benefit budget and actual details by person/position based on permissions.	Critical		
The system has the ability to accommodate automated expenditure analysis of multiple budget elements including:				
BD.132	Expenditures and revenues to date;	Critical		
BD.133	Pre-encumbrances;	Critical		
BD.134	Encumbrances;	Critical		
BD.135	Outstanding invoices;	Critical		
BD.136	Outstanding payments;	Critical		
BD.137	Balance available to spend;	Critical		
BD.138	Estimate of expenditures to year end;	Critical		
BD.139	Expected total expenditures for the year;	Critical		
BD.140	Estimate of revenues to year end;	Critical		
BD.141	Estimated total revenues for the year;	Critical		
BD.142	Collected revenue; and	Critical		
BD.143	Other, user defined.	Critical		
BD.144	The system has the ability to create budget projections based on current actual - with or without multipliers or seasonality.	Critical		
BD.145	The system has the ability to allow multiple users to build and save budget forecasting scenarios.	Critical		
BD.146	The system has the ability to allow at least 999 budget forecasting models to be saved.	Critical		
BD.147	The system has the ability to enter and store notes and comments and/or attach supporting documentation to each budget forecast model.	Critical		

Budgeting				
Req #	Description of Requirement	Criticality	Response	Comments
BD. 148	The system has the ability to allow budget forecasts/models to be named.	Critical		
BD. 149	The system has the ability to provide forecasting capabilities that use real-time data and information.	Critical		
BD. 150	The system has the ability to provide long-term forecasting capabilities for a minimum of five years in the future.	Critical		
BD. 151	The system has the ability to provide "what if" scenario projections for the budget.	Critical		
Reporting				
BD. 152	The system has the ability to query on all data fields in the budgeting module in order to provide a user defined query screen.	Critical		
BD. 153	The system has the ability to provide an ad hoc report writing tool.	Critical		
BD. 154	The system has the ability to export budget data to Microsoft Excel.	Critical		
BD. 155	The system has the ability to integrate with common desktop publishing applications for producing the final or "presentation" budget document.	Critical		
BD. 156	The system has the ability to track and report on adjustments made to the budget during the year.	Critical		
BD. 157	The system has the ability to report on budgets at any level of the chart of account structure.	Critical		
BD. 158	The system has the ability to allow analysis of current year budget by providing reports that indicate budget-to-actual revisions.	Critical		
BD. 159	The system has the ability to allow analysis of current year budget by providing reports that indicate budget-to-actual invoices.	Desired		
BD. 160	The system has the ability to allow analysis of current year budget by providing reports that indicate budget-to-actual encumbrances.	Critical		
BD. 161	The system has the ability to allow analysis of current year budget by providing reports that indicate budget-to-actual requisitions.	Critical		
BD. 162	The system has the ability to allow analysis of current year budget by providing reports that indicate budget-to-actual available balance.	Critical		
BD. 163	The system has the ability to display budget-to-actual with percentages and actual dollars of available budget for an account or group of accounts at any time.	Critical		
BD. 164	The system has the ability to display budget-to-actual with percentages and actual dollars for an account or group of accounts at any time including future time periods (e.g., projected months).	Critical		
BD. 165	The system has the ability to query for specific words in budget line items.	Desired		

Budgeting				
Req #	Description of Requirement	Criticality	Response	Comments
BD.166	The system has the ability to allow "wildcard" searches for a portion of a word.	Critical		
BD.167	The system has the ability to allow "drill-down" from any line item in a system generated report.	Critical		
BD.168	The system has the ability to project and report on end of year accruals (e.g., payroll).	Critical		
BD.169	The system has the ability to allow analysis of the current year budget by providing real-time reports that indicate all or any combination of budget-to-actual revisions, invoices, encumbrances, requisitions, and available balance.	Critical		
The system has the ability to generate the following budget reports:				
BD.170	Pay Plans by fund, department/division, activity/cost center, element, or object;	Critical		
BD.171	Project budget detail by fund, department/division, activity/cost center, element, or object;	Critical		
BD.172	Balance sheet budget by fund, department/division, activity/cost center, element, or object;	Critical		
BD.173	Monthly revenue budget by fund, department/division, activity/cost center, element, or object; and	Critical		
BD.174	A variety of salary reports.	Critical		
BD.175	The system has the ability to generate a report to serve as the City's "Budget Book."	Critical		
BD.176	The system has the ability to provide real-time reporting on current balances on specified line item accounts and line item account activity.	Critical		
BD.177	The system has the ability to print original budget plus any changes/amendments to reach the final budget from prior years (i.e., the full life-cycle of a prior year budget).	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:				
	S: Feature/Function is included in the current software release.	T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.		
	F: Feature/Function will be available in a future software release.			
	C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.			
N: Feature/Function cannot be provided.				
Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
PO.1	The purchasing module is integrated with all other system modules including (but not limited to) fixed assets, contracts, inventory, budgeting, A/P, bid management, and grants.	Critical		
PO.2	The system has the ability to accommodate a decentralized purchase requisition process that allows requisitions to be entered on-line by all City departments.	Critical		
PO.3	The system has the ability to support electronic workflow to support a paperless requisition approval process of user-defined levels of approval and routing capabilities.	Critical		
PO.4	The system has the ability to allow an eight character amount for a purchase order (i.e. \$99 million).	Critical		
PO.5	The system will not require users or requisitioners to know commodity codes or sub-commodity codes.	Critical		
PO.6	The system has the ability to provide NIGP commodity code pick list functionality.	Critical		
PO.7	The system has the ability to drill-down to supporting documents or transactions throughout the purchasing and inventory application/module.	Critical		
PO.8	The system has the ability to see all documentation associated with a transaction (i.e. PO, invoices, checks, bids, etc.).	Critical		
PO.9	The system has the ability to generate a list of BPO's available to departments that would allow the users to click on a vendor or commodity to see the associated contract and pricing.	Critical		
PO.10	The system has the ability to use an online catalog, which would allow the user to place a purchase against the BPO within the same application.	Critical		

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.11	The system has the ability to give all system users visibility into the status of the procurement and where it is in the workflow and procurement stage at any point in the process.	Critical		
PO.12	The system has the ability to establish emergency expenditure approval exceeding budget; including an audit trail of the emergency budget approval.	Critical		
PO.13	The system provides authorized personnel the ability to bypass the requisition process and get a purchase order number in emergency situations with appropriate audit controls.	Critical		
PO.14	The system has the ability to provide access to account numbers and available balances at any time during the process.	Critical		
PO.15	The system has the ability to verify funding availability at the line item, category or group, department, object and fund level from a department's budget at the time of a requisition, purchase order, or modification.	Critical		
PO.16	The system has the ability to provide electronic notification of completed approval actions.	Critical		
PO.17	The system has the ability to route requisitions and purchase orders using workflow based on account number.	Critical		
PO.18	The system has the ability to route requisitions and purchase orders using workflow based on a range of account numbers.	Critical		
PO.19	The system has the ability to route requisitions and purchase orders using workflow based on dollar amount.	Critical		
PO.20	The system has the ability to route requisitions and purchase orders using workflow based on commodity code.	Critical		
PO.21	The system has the ability to route requisitions and purchase orders using workflow based on other City-defined fields or rules.	Critical		
PO.22	The system has the ability to require electronic signatures through workflow for approval of purchase orders.	Critical		
PO.23	The system has the ability to require electronic approvals through workflow for approval of requisitions.	Critical		
PO.24	The system has the ability to allow requisitions to automatically release against the City purchasing card for user-defined purchase levels/types.	Critical		

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.25	The system has the ability to upload transaction detail from purchasing card vendors' applications with detail applied to the general ledger appropriately.	Critical		
PO.26	The system has the ability to print purchase orders in a configurable print-image format, not dependent on screen layouts.	Critical		
PO.27	The system has the ability to support a "queue" in which multiple buyers can process from, with the ability to configure routing based on buyers' responsibility areas.	Critical		
PO.28	The system has the ability to track expenditures against purchasing cards issued to employees.	Critical		
PO.29	The system has the ability to support the use of commodity codes (NIGP).	Critical		
PO.30	The system has the ability to allow purchase requisitions to be entered without a commodity code.	Desired		
PO.31	The system has the ability to allow users to view commodity codes and their respective descriptions via drop-down menus.	Critical		
PO.32	The system has the ability to flag requisitions as user defined types. (i.e. sole source or emergency purchases.)	Critical		
PO.33	The system has the ability to allow buyers to override or modify the purchase type based on system permissions.	Critical		
PO.34	The system has the ability to provide user defined purchase order types.	Critical		
Vendor File				
PO.35	The system has the ability to utilize the same vendor file for the purchasing and inventory application/module as all other applications/modules with the	Critical		
The system has the ability to provide a vendor file that supports the following fields:				
PO.36	A vendor number that is not the vendor's EIN, TIN or SSN;	Critical		
PO.37	At least 9 characters for vendor numbers;	Critical		
PO.38	Vendor number used in a past, legacy system;	Critical		
PO.39	A minimum of 100 characters for vendor remit addresses;	Critical		
PO.40	A minimum of 100 characters for the vendor name;	Critical		
PO.41	Doing Business As (DBA) Name;	Critical		
PO.42	Legal Name;	Critical		
PO.43	Prior/Historical Name;	Critical		

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.44	Misc vendor indicator;	Critical		
PO.45	Type of vendor (i.e., corporation 1099, individual);	Critical		
PO.46	Vendor tax ID;	Critical		
PO.47	User-defined vendor fields (minimum of 5);	Critical		
PO.48	Fields for multiple addresses;	Critical		
PO.49	Fields for multiple email addresses (minimum of 5);	Critical		
PO.50	Designated point of contact;	Critical		
PO.51	Primary contact information (i.e. email address, phone, fax, etc.)	Critical		
PO.52	Primary sales contact information (i.e. email address, phone, fax, etc.)	Critical		
PO.53	Comment or memo field;	Critical		
PO.54	Record of vendor performance (performed through user defined drop down menu when receiving is done for vendor performance);	Critical		
PO.55	Commodity code;	Critical		
PO.56	Active or non active vendor, vendor under contract;	Critical		
PO.57	Vendor certifications (i.e. MWMB, HUB, etc);	Critical		
PO.58	Flag vendors that are not in compliance.	Critical		
PO.59	User-defined special condition codes for vendor flags;	Critical		
PO.60	Foreign addresses;	Critical		
PO.61	User defined Vendor withholding for taxes;	Critical		
PO.62	Vendor retainage based on purchase order;	Critical		
PO.63	ACH, routing, and bank information;	Critical		
PO.64	Indicator for which 1099 form the vendor should receive;	Critical		
PO.65	Indicator for international vendors; and	Critical		
PO.66	Discount terms.	Critical		
PO.67	The system has the ability to flag a vendor that has an outstanding bill or balance with the City.	Critical		
PO.68	The system has the ability to configure multiple fields for recording compliance information (e.g., City taxes, expired insurance, debarred);	Critical		
PO.69	The system has the ability to allow searching the vendor file by any data field.	Critical		

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.70	The system has the ability to automatically assign a unique identification number to a vendor sequentially.	Critical		
PO.71	The system has the ability to merge duplicate vendors.	Critical		
PO.72	The system has the ability to allow "one-time" vendors to be established with limited required data entry.	Critical		
PO.73	The system has the ability to allow a system administrator to configure "required" fields in the vendor file.	Critical		
PO.74	The system has the ability to produce mailing labels from the vendor file.	Critical		
PO.75	The system has the ability to maintain a complete listing of historical vendors (i.e., including those no longer active).	Critical		
PO.76	The system has the ability to allow a user to query the vendor file by date range to view vendors with no recent activity.	Critical		
PO.77	The system has the ability to automatically notify City staff when there is no activity (i.e. no purchase orders, invoices, checks, etc.) with a vendor after a user specified period of time.	Critical		
PO.78	The system has the ability to notify vendor(s) when there has not been any activity and that further action is needed to keep file active.	Critical		
PO.79	The system has the ability to allow vendors to maintain City defined information through a vendor self-service web portal.	Critical		
PO.80	The system has the ability to require all vendor changes to their file to be approved by a designated City user before taking effect.	Critical		
PO.81	The system has the ability to attach documents to the vendor file.	Critical		
PO.82	The system has the ability to maintain an audit log of all changes to the vendor file (including commodity codes).	Critical		
PO.83	The system has the ability to allow the City to identify fields that can be masked including but not limited to Tax ID, checking/banking account numbers, credit card numbers, and social security numbers.	Critical		
Requisitions				
PO.84	The system has the ability to accommodate recurring requisitions.	Critical		
PO.85	The system has the ability to attach scanned documents to an electronic requisition, for viewing.	Critical		
PO.86	The system has the ability to allow the maintenance of attached documents with appropriate security permissions and audit log (i.e., deleting items that are mistakes, etc.).	Critical		

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.87	The system has the ability to include the date, time and user that attached a document to an electronic requisition.	Critical		
PO.88	The system has the ability to support an alpha numeric requisition number.	Desired		
PO.89	The system has the ability to provide auto-generated requisition numbers on an annual basis.	Critical		
PO.90	The system has the ability to support at least a 15 character requisition number.	Critical		
PO.91	The system has the ability to assign requisition numbers based on department and program.	Critical		
PO.92	The system has the ability to check available budget by line item and flag for warning if the requisition is over total appropriation with the ability to override or stop the user.	Critical		
PO.93	The system has the ability to check available budget by project and flag the requisition if over total appropriation (flag for warning, override, or stop).	Critical		
PO.94	The system has the ability to check available budget by department and flag the requisition if over total appropriation (flag for warning, override, or stop).	Critical		
PO.95	The system has the ability to copy an existing requisition to create a new one.	Critical		
PO.96	The system has the ability to auto-populate fields based on inventory item selected.	Critical		
PO.97	The system has the ability to auto-populate fields based on commodity code selected with the ability to override the commodity code description.	Critical		
The system has the ability to maintain the following data points in the requisition process:				
PO.98	Origin of request (department);	Critical		
PO.99	Requestor;	Critical		
PO.100	Date of request;	Critical		
PO.101	Scheduled delivery date;	Critical		
PO.102	Shipping address;	Critical		
PO.103	Delivery instructions;	Critical		
PO.104	Delivery contact person (City employee);	Critical		
PO.105	Delivery contact information;	Critical		

Purchasing

Req #	Description of Requirement	Criticality	Response	Comments
PO.106	Vendor name;	Critical		
PO.107	Vendor number;	Critical		
PO.108	Vendor contact person;	Critical		
PO.109	Vendor email address(s);	Critical		
PO.110	Comment;	Critical		
PO.111	Quantity requested;	Critical		
PO.112	Unit of measure;	Critical		
PO.113	Unit price;	Critical		
PO.114	Auto calculate extended price;	Critical		
PO.115	Description (minimum of 200 characters);	Critical		
PO.116	Multiple city G/L account numbers;	Critical		
PO.117	Project Number;	Critical		
PO.118	Grant Number;	Critical		
PO.119	Work Order Number;	Critical		
PO.120	Contract Number;	Critical		
PO.121	Bid Number;	Critical		
PO.122	Freight/shipping charges; and	Critical		
PO.123	Other, user-defined fields.	Critical		
PO.124	The system has the ability to apply effective dates to requisitions (i.e., for planned requisitions close to year end to occur in the following year).	Critical		
PO.125	The system has the ability to partially reject a requisition (i.e., reject some but not all line items).	Critical		
PO.126	The system has the ability to perform certain City-defined checks before a requisition can be generated (e.g., a budget check).	Critical		
PO.127	The system has the ability to allow the user to record all quotes or bids received as data elements in the requisition with appropriate attachments.	Critical		
PO.128	The system has the ability to allow requisition approval process rules to vary depending on the type of item being requisitioned.	Critical		
PO.129	The system has the ability to indicate if the requisition is for an inventory item.	Critical		

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.130	The system has the ability to automatically assign requisition number sequentially by fiscal year at time of entry.	Critical		
PO.131	The system has the ability to allow the automatic assignment of fiscal year to requisitions to be overridden with appropriate security permissions.	Critical		
PO.132	The system has the ability to provide a decentralized purchase requisition process that allows requisitions to be entered on-line by all departments.	Critical		
PO.133	The system has the ability to provide a paperless requisition approval process using workflow with notifications for user-defined levels of approval and routing capabilities, to include routing to multiple departments.	Critical		
PO.134	The system has the ability to print the requisition(s) as needed.	Critical		
PO.135	The system has the ability to indicate the status of a requisition, receipt status, purchase orders, and invoice/payable status at any time.	Critical		
PO.136	The system has the ability to display the requisition and/or purchase order history in one screen (i.e. entered, approved, rejected, and/or modified).	Critical		
PO.137	The system has the ability to pre-encumber requisitions for the next fiscal year.	Critical		
PO.138	The system has the ability to place a requisition on hold.	Critical		
PO.139	The system has the ability to provide "punch out" capabilities for requisitioning non-stock items from participating vendors.	Critical		
PO.140	The system has the ability to support entering negative requisition amounts for discounts and/or trade-in amounts.	Critical		
Purchase Orders				
PO.141	The system has the ability to convert requisitions to a purchase order.	Critical		
PO.142	The system has the ability for all attached documentation to carry forward when a requisition is converted to a purchase order, with the ability to turn this feature on or off at the system level.	Critical		
PO.143	The system has the ability for all attached documentation to carry forward when a requisition is converted to a purchase order, with the ability to turn this feature on or off at the system level.	Critical		
PO.144	The system has the ability to carry comments made on the requisition forward to the purchase order.	Critical		

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.145	The system has the ability to not carry forward notes made on the requisition forward to the purchase order.	Critical		
PO.146	The system has the ability to set up recurring purchase orders.	Critical		
PO.147	The system has the ability to require that the vendor be completed before creating a purchase order.	Critical		
PO.148	The system has the ability to automatically assign a unique purchase number sequentially based on the fiscal year.	Critical		
PO.149	The system has the ability to print purchase orders on a laser printer.	Critical		
PO.150	The system has the ability to print purchase orders to a PDF.	Critical		
PO.151	The system has the ability to print attachments with a purchase order and assemble as a PDF, with the ability to ask before doing so.	Critical		
PO.152	The system has the ability to designate purchase order signature based on dollar amount.	Critical		
PO.153	The system has the ability to store electronic signatures.	Critical		
PO.154	The system has the ability to email notification for FPOs pending approval.	Critical		
PO.155	The system has the ability to electronically send purchase orders via email.	Critical		
PO.156	The system has the ability to e-mail attachments with a purchase order, with the ability to ask before doing so.	Critical		
PO.157	The system has the ability to change the account (GL) number that is assigned to a purchase, with appropriate security permissions.	Critical		
PO.158	The system has the ability to notify the creator of a purchase when the account number has been changed.	Critical		
PO.159	The system has the ability to check for or flag recurring purchase orders.	Critical		
PO.160	The system has the ability to reprint duplicate Purchase Orders.	Critical		
PO.161	The system has the ability to allow multiple GL numbers on one purchase order and/or on individual line items by percentage or dollar value.	Critical		
PO.162	The system has the ability to allow multiple project numbers, work order numbers, contract numbers, bid numbers and grant numbers on one purchase order and/or on individual line items.	Critical		

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.163	The system has the ability to allow each item on a purchase order to have multiple funding sources.	Critical		
PO.164	The system has the ability to match accounts payable invoices to purchase orders.	Critical		
PO.165	The system has the ability to accommodate blanket purchase orders.	Critical		
PO.166	The system has the ability to accommodate blanket purchase orders that either do or do not encumber funds (i.e., inventory and department blanket orders).	Critical		
PO.167	The system has the ability to allow a workflow process to create a blanket order from an existing purchase order.	Critical		
PO.168	The system has the ability to create BPO's for purchases that are split between different departmental accounts and establish the start and expiration date of the contract plus a maximum contract amount.	Critical		
PO.169	The system has the ability to provide a full audit trail including dates, user names/IDs, and activity for purchase orders.	Critical		
PO.170	The system has the ability for authorized users to modify the purchase order without having to void the purchase order.	Critical		
PO.171	The system has the ability for authorized users to modify a purchase order with the option to reprint or re-e-mail.	Critical		
PO.172	The system has the ability to automatically accommodate change orders or modifications to purchase orders and track the version number and changes with the date of changes.	Critical		
PO.173	The system has the ability to provide a check box on the purchase order to indicate change order or modification and track the version number of the change with a written explanation regarding the change.	Critical		
PO.174	The system has the ability for users to see purchase order detail.	Critical		
PO.175	The system has the ability to add or change commodity codes on purchase orders.	Critical		
PO.176	The system has the ability to add or change commodity codes on purchase orders with the option to retain historical description or specifications.	Critical		
PO.177	The system has the ability to email purchase orders to vendors with attachments.	Critical		

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.178	The system has the ability to automatically email purchase orders to vendors with attachments once all workflow approvals are complete.	Critical		
PO.179	The system has the ability to close purchase orders with a user-defined dollar amount or percent remaining available, with ability to override that closing.	Critical		
PO.180	The system has the ability to copy recurring purchase orders from a previous fiscal year without re-keying all the detail.	Critical		
PO.181	The system has the ability to store electronically received or scanned documents with every purchase order.	Critical		
PO.182	The system has the ability to store electronically received or scanned documents with every purchase order in file types specified in General and Technical Functional Requirements.	Critical		
PO.183	The system has the ability to allow users to select multiple "ship to" addresses for different facilities.	Critical		
PO.184	The system has the ability to void or cancel purchase orders, with appropriate security permissions.	Critical		
PO.185	The system has the ability to allow an unlimited description on purchase order.	Critical		
PO.186	The system has the ability to handle description overflow on a purchase order.	Critical		
PO.187	The system has the ability to change the vendor associated with a purchase order with appropriate security permissions.	Critical		
PO.188	The system has the ability to place a purchase order on hold.	Critical		
PO.189	The system has the ability to automatically combine multiple requisitions into one purchase order if items are requested from different departments from the same vendor; system provides for overrides to keep separate purchase orders as necessary.	Critical		
PO.190	The system has the ability to split code a purchase order by percentage or dollar value to multiple departments and accounts.	Critical		
PO.191	The system has the ability to directly interface purchase orders to inventory items for purchasing of stock item.	Critical		
PO.192	The system has the ability to change the vendor on an existing purchase order without having to void or cancel the original purchase order with appropriate security permissions.	Critical		
Receiving				
The system has the ability to record the following receiving information:				

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.193	Receiving staff;	Critical		
PO.194	Shipping carrier with tracking number;	Critical		
PO.195	Date and time received;	Critical		
PO.196	Complete or partial flag; and	Critical		
PO.197	Comments/notes.	Critical		
PO.198	Other, user-defined fields.	Critical		
PO.199	The system has the ability to allow delivery information to be entered by requisitioners and shown on the purchase order.	Critical		
PO.200	The system has the ability to require the commodity code on the purchase requisition and the receiving file to be the same.	Critical		
PO.201	The system has the ability to allow City staff to enter and access delivery validation information.	Critical		
PO.202	The system has the ability to provide a web-based receiving process for all items received at decentralized receiving areas.	Critical		
PO.203	The system has the ability to receive one item at a time.	Critical		
PO.204	The system has the ability to "receive all" goods/services with a single key stroke.	Critical		
PO.205	The system has the ability to "receive all" goods/services with a single key stroke and undo a single line item.	Critical		
PO.206	The system has the ability to "receive all" goods/services with a single key stroke and prompt with a dialogue box to verify the action (i.e., "are you sure?").	Critical		
PO.207	The system has the ability to allow items to be marked as damaged or incorrect at the time of receiving.	Critical		
PO.208	The system has the ability to provide workflow functionality related to processing damaged goods or incorrect received.	Critical		
PO.209	The system has the ability to automatically send email notifications upon items received being marked damaged or incorrect.	Critical		
PO.210	The system has the ability to electronically scan and attach packing slips and associated documentation to purchase orders.	Critical		
PO.211	The system has the ability to attach the proof of receipt electronically to the receiving document in order to verify the 3-way match.	Critical		
Reporting				
PO.212	The system has the ability to allow ad hoc reporting on any field within the purchasing module.	Critical		

Purchasing				
Req #	Description of Requirement	Criticality	Response	Comments
PO.213	The system has the ability to track and report on user-defined purchasing performance based metrics. (i.e. number of days issue the purchase order based on dollar range, top 10 vendors utilized, commodity codes, purchasing technicians workload, etc.)	Critical		
PO.214	The system has the ability to track and report on purchasing technicians workload.	Critical		
PO.215	The system has the ability to distribute purchasing technicians workload based on City-defined metrics.	Critical		
PO.216	The system has the ability to generate a report of all activity with a vendor.	Critical		
PO.217	The system has the ability to provide reporting capability of all purchase order codes.	Critical		
PO.218	The system has the ability to generate a status report of all requisitions and purchase orders.	Critical		
PO.219	The system has the ability to generate a report of all vendors by status, active or inactive, certification, commodity code, etc.	Critical		
PO.220	The system has the ability to generate a report of all requisitions, purchase orders, and receiving documents by status, active or inactive, certification, commodity code, etc.	Critical		
PO.221	The system has the ability to generate a report of all open purchase orders.	Critical		
PO.222	The system has the ability to generate purchasing activity reports.	Critical		
PO.223	The system has the ability to generate all reports by user-defined date ranges that may occur over prior fiscal years.	Critical		
PO.224	The system has the ability to track and report minority vendors (e.g. DBE/MBE) to satisfy state compliance requirements.	Critical		
PO.225	The system has the ability to export City-defined purchasing information to MS Excel.	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:				
S: Feature/Function is included in the current software release.		T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.		
F: Feature/Function will be available in a future software release.				
C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.				
N: Feature/Function cannot be provided.				
Accounts Payable				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
AP.1	The system has the ability to integrate with all other system modules.	Critical		
AP.2	The system has the ability to view approval status of purchase orders and requisitions.	Critical		
AP.3	The system has the ability to produce a full audit trail on all transactions that include every field.	Critical		
AP.4	The system has the ability to print 1099 forms on a laser printer.	Critical		
AP.5	The system has the ability to transmit 1099 forms electronically, per federal government regulations.	Critical		
AP.6	The system has the ability to accommodate 3-way matching of purchase order, receiving documents, and invoice.	Critical		
AP.7	The system has the ability to set a tolerance at invoice level by department, which can limit the amount of override allowed on an invoice.	Critical		
AP.8	The system has the ability to attach digital copies of receipts and other supporting documentation to invoice records.	Critical		
AP.9	The system has the ability to automatically (proactively) notify end users of pending approval actions.	Critical		
AP.10	The system has the ability to support electronic workflow for approvals by commodity code.	Critical		
AP.11	The system has the ability to support electronic workflow for approvals by dollar amount.	Critical		
AP.12	The system has the ability to support electronic workflow for approvals by general ledger account number.	Critical		
AP.13	The system has the ability to support electronic workflow for invoice approval, payment, and creation of voucher packets.	Critical		
AP.14	The system has the ability to "add back" percentages or amount discounts previously taken (i.e., returned items).	Desired		
AP.15	The system has the ability to import purchasing card transaction detail.	Critical		
AP.16	The system has the ability to support "positive pay." The system has the ability to send an electronic file of all checks, including system-driven manual checks, to the City's bank for comparison with checks being cashed in order to help reduce opportunities for fraud.	Critical		
AP.17	The system has the ability to allocate purchases to inventory based upon an import from a purchasing card.	Desired		

Accounts Payable				
Req #	Description of Requirement	Criticality	Response	Comments
AP .18	The system has the ability to notify specified users when a payment is made based upon a project or grant number.	Critical		
AP .19	The system has the ability to support the City's compliance with the Prompt Payment Act.	Critical		
AP .20	The system has the ability to accept an import file from external organizations for payment.	Critical		
AP .21	The system has the ability to accommodate interdepartmental transfers.	Desired		
AP .22	The system has the ability to integrate the accounts payable module with the project accounting and grant management modules.	Critical		
AP .23	The system has the ability to distribute journal entries from accounts payable to general ledger immediately (real-time) or in batch.	Critical		
Invoice Entry				
AP .24	The system has the ability to split an invoice into a payment schedule with at least twelve different due dates and due amounts.	Critical		
AP .25	The system has the ability to support decentralized invoice entry at the department level.	Critical		
AP .26	The system has the ability to support batch, multiple, or individual invoice entry.	Critical		
AP .27	The system has the ability to allow for the electronic submission of invoice from vendors (e.g., e-bills, etc.).	Critical		
AP .28	The system has the ability to support at least a 35 character invoice number field.	Critical		
AP .29	The system has the ability to accommodate partial payments.	Critical		
AP .30	The system has the ability to support at least a 256 character invoice description field.	Critical		
AP .31	The system has the ability to support alpha numeric invoice numbers.	Critical		
AP .32	The system has the ability to accept a dollar amount entry for payment against a contract.	Critical		
AP .33	The system has the ability to accept a percentage amount entry for payment against a contract.	Critical		
AP .34	The system has the ability to have an applied date in a fiscal year based on the invoice date (i.e., when receiving an invoice in a new fiscal year dated for a previous fiscal year).	Critical		
The system has the ability to support multiple status modes for invoices including but not limited to the following:				
AP .35	Pending;	Critical		
AP .36	Approved;	Critical		
AP .37	Held;	Critical		
AP .38	Reject;	Critical		
AP .39	Cancelled;	Critical		

Accounts Payable				
Req #	Description of Requirement	Criticality	Response	Comments
AP.40	Delete; and	Critical		
AP.41	Other, user-defined.	Critical		
AP.42	The system has the ability to copy existing invoices to new invoices.	Critical		
AP.43	The system has the ability to accumulate multiple invoices into one vendor check with the ability to turn this function on and off.	Critical		
AP.44	The system has the ability to electronically attach scanned invoices to the payable entry.	Critical		
AP.45	The system has the ability to flag invoices as reimbursable expenses through the grant process.	Critical		
AP.46	The system has the ability to allow for an invoice to be distributed to (at least) 99 different general ledger accounts.	Critical		
AP.47	The system has the ability to allow for an invoice to be distributed across Departments with appropriate workflow routines for approval.	Critical		
AP.48	The system has the ability to automatically split invoices to different accounts based on user-defined rules.	Critical		
AP.49	The system has the ability to enter invoices upon receipt and select future payment date.	Critical		
AP.50	The system has the ability to support recurring invoices.	Critical		
AP.51	The system has the ability to hold credit invoices and apply them to future invoices.	Critical		
AP.52	The system has the ability to calculate interest for late payments.	Critical		
AP.53	The system has the ability to close out a PO if it is known that it is the final	Critical		
Check Processing, Printing and Reconciliation				
AP.54	The system has the ability to interface with laser check printers.	Critical		
AP.55	The system has the ability to import a file for bank reconciliation.	Critical		
AP.56	The system provides the user with reconciliation functions to compare imported data with system data.	Critical		
AP.57	The system has the ability to reprint checks.	Critical		
AP.58	The system has the ability to void and re-issue checks.	Critical		
AP.59	The system has the ability to update the general ledger to account for voided and re-issued checks.	Critical		
AP.60	The system has the ability to prohibit duplicate check numbers within the same checkbook.	Critical		
AP.61	The system has the ability to support a workflow approval process for electronic payments.	Critical		
AP.62	The system has the ability to provide a workflow approval process for manual	Critical		
AP.63	The system has the ability to generate manual or off-cycle checks.	Critical		
AP.64	The system has the ability to accommodate multiple check runs in a single day.	Critical		

Accounts Payable				
Req #	Description of Requirement	Criticality	Response	Comments
AP .65	The system has the ability to print checks in numerical order.	Critical		
AP .66	The system has the ability to void a check and close the invoice completely.	Critical		
AP .67	The system has the ability to void a check and allow the user to reopen the invoice and the associated purchase order.	Critical		
AP .68	The system has the ability to pay a large number of invoices to one vendor with one check and have stub information printed on an overflow statement.	Critical		
AP .69	The system has the ability to provide check reconciliation tools.	Critical		
AP .70	The system has the ability to print the entire invoice number on the check.	Critical		
AP .71	The system has the ability to produce digitized electronic signatures as part of the check printing process.	Critical		
AP .72	The system has the ability to print a check register at pre-determined intervals and on demand.	Critical		
AP .73	The system has the ability to print a check register that includes manual, cleared and voided checks.	Critical		
AP .74	The system has the ability to print a check register showing individual check numbers and amounts, sorted by vendor name.	Critical		
AP .75	The system has the ability to allow users to query invoices by due date and update the due date based on City defined criteria based in appropriate security permissions.	Critical		
AP .76	The system has the ability to notify a user and supervisor if check numbers are missing in that time period (i.e., voided or destroyed checks).	Critical		
AP .77	The system has the ability to process ACH payments, including addendum records.	Critical		
AP .78	The system has the ability to support the bank draft process.	Critical		
AP .79	The system has the ability to remit to both a checking and savings account.	Critical		
AP .80	The system has the ability to lock the ACH file between processing and transmittal.	Critical		
AP .81	The system has the ability to assign dates to ensure that the date is not a holiday or a weekend or other user-defined dates.	Critical		
AP .82	The system has the ability to print check register which indicates cleared and/or outstanding checks.	Critical		
AP .83	The system has the ability to generate a refund check for revenue funds through a voucher process with approval path.	Critical		

Accounts Payable				
Req #	Description of Requirement	Criticality	Response	Comments
AP .84	The system provides the ability to drill back to the source module that created the original transaction (i.e. requisition, purchase order, contract and any other supporting documentation).	Critical		
Vendor Processing				
AP .85	The system has the ability to automatically assign payment terms for vendors and provides the ability to override the payment terms at the vendor and/or invoice level.	Critical		
AP .86	The system has the ability to produce 1099 Forms per federal standards.	Critical		
AP .87	The system has the ability to correct errors made in 1099 boxes and recalculate at year end so the information on the final 1099 form is correct.	Critical		
AP .88	The system has the ability to produce tentative 1099 lists for review before printing or transmitting final list to the IRS.	Critical		
AP .89	The system has the ability to specify the box or line on the 1099 form that the dollar amount will be printed in or on.	Critical		
AP .90	The system has the ability to calculate percentage and amount discounts (i.e., early payment).	Critical		
AP .91	The system has the ability to flag invoices (or groups of invoices) so that more than one check may be written to a vendor in any given check run for those transactions or vendors requiring separate checks.	Critical		
AP .92	The system has the ability to calculate and track retainage for contractor or subcontractor invoices.	Critical		
AP .93	The system has the ability to flag a vendor as being subject to backup withholding at appropriate rates as established by IRS and provides the ability to calculate and report backup withholdings.	Critical		
AP .94	The system has the ability to flag a vendor as being a check vendor, an ACH vendor, bank draft vendor, or credit card vendor.	Critical		
AP .95	The system has the ability to override a flag on a vendor to change the payment type.	Critical		
AP .96	The system has the ability to track date of last activity for vendors.	Critical		
AP .97	The system has the ability to track calendar year-to-date payments in addition to fiscal year-to-date totals.	Critical		
AP .98	The system has the ability to provide notification of duplicate invoice number entry of same vendor and provides for authorized user override.	Critical		
AP .99	The system has the ability to show amount retained on each vendor/subcontractor check.	Critical		
AP .100	The system has the ability to view and search using wildcard capabilities through vendor list on-line (alphabetically by vendor name and vendor number) and be able to select vendor from that screen for invoice entry.	Critical		
AP .101	The system has the ability to change vendor remit-to address.	Critical		

Accounts Payable				
Req #	Description of Requirement	Criticality	Response	Comments
AP.102	The system has the ability to record with an audit trail when the remit-to address is changed.	Critical		
AP.103	The system has the ability to attach files to document the change of address in a vendor file.	Critical		
Reporting				
AP.104	The system has the ability to generate a report of anticipated cash requirement for disbursements.	Critical		
AP.105	The system has the ability to generate a report of actual versus billed costs.	Critical		
AP.106	The system has the ability to generate a report of scheduled checks to be written.	Critical		
AP.107	The system has the ability to generate a report of payments by payment type (ACH, paper check, bank draft, etc.).	Critical		
AP.108	The system has the ability to generate a vendor master listing report.	Critical		
AP.109	The system has the ability to generate a summary payment report by vendor.	Critical		
AP.110	The system has the ability to generate a report of 1099 vendors by tax category.	Critical		
AP.111	The system has the ability to generate an Expenditure Approval List.	Critical		
The system has the ability to generate a report or allow on-screen inquiry of a variety of vendor information (outstanding checks, volume of checks, etc.):				
AP.112	Payee;	Critical		
AP.113	Check number;	Critical		
AP.114	Date or date range;	Critical		
AP.115	Address;	Critical		
AP.116	Invoice;	Critical		
AP.117	Amount; and	Critical		
AP.118	Other, user-defined (based on any element in the vendor file).	Critical		
AP.119	The system has the ability to generate a report of checks paid by department.	Critical		
AP.120	The system has the ability to generate a report of checks paid by fund.	Critical		
AP.121	The system has the ability to generate a report of invoices outstanding by department.	Critical		
AP.122	The system has the ability to generate a report of invoices outstanding by project.	Critical		
AP.123	The system has the ability to generate a report of invoices outstanding by grant.	Critical		

Accounts Payable				
Req #	Description of Requirement	Criticality	Response	Comments
AP.124	The system has the ability to generate a report of invoices outstanding by contract.	Critical		
AP.125	The system has the ability to generate a monthly expenditure report by fund.	Critical		
AP.126	The system has the ability to generate an aging report by fund.	Critical		
AP.127	The system has the ability to generate a monthly check reconciliation report of manual/off-cycle checks.	Critical		
AP.128	The system has the ability to provide ad-hoc reporting capabilities.	Critical		
AP.129	The system has the ability to provide a hyperlink to the image of the check that was issued.	Desired		
AP.130	The system has the ability to provide ad-hoc query capabilities by invoice number with the ability to display individual line items on the invoice.	Critical		

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	F: Feature/Function will be available in a future software release.			
	C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.			
	N: Feature/Function cannot be provided.			
Accounts Receivable				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
AR.1	The system has the ability to provide an Accounts Receivable module that is integrated with all other financial applications of the City such as the General Ledger, Accounts Payable, Community Development, Contract Management, and Purchasing.	Critical		
AR.2	The system has the ability to allow multiple accounts receivable control accounts.	Critical		
AR.3	The system has the ability to support loan tracking functionality.	Critical		
AR.4	The system has the ability to identify each transaction by a reference number that is sequentially generated automatically.	Critical		
AR.5	The system has the ability to validate GL account numbers on import and will either reject or suspend batches not balancing on either item or dollar totals.	Critical		
AR.6	The system has the ability to allow direct entry of invoices, cash receipts, or adjustment transactions.	Critical		
AR.7	The system has the ability to keep a user-defined number of years of historical data and the ability to archive data older than ten years.	Critical		
AR.8	The system has the ability to provide an audit trail for changes made to account receivable records.	Critical		
AR.9	The system has the ability to allow inter-department receivables to be processed.	Desired		
AR.10	The system has the ability to support automatic balancing of the accounts receivable master file (i.e., internally balances individual accounts receivable records against the corresponding account balances on the customer master file, as an internal control.).	Critical		
AR.11	The system has the ability to report any exceptions when it automatically balances the accounts receivable master file.	Critical		
AR.12	The system has the ability to produce summary and detail general ledger and sub-ledger journals, one for every accounts receivable transaction.	Critical		
AR.13	The system has the ability to provide for decentralized data entry of billing information and an electronic approval process for submission of bills.	Critical		
AR.14	The system has the ability to handle NSF check processing and to add user defined fees to an account.	Critical		
AR.15	The system has the ability to generate charges between City departments (i.e., one City department billing another).	Desired		
AR.16	The system has the ability to bill internal customers (i.e., one City department billing another by invoice).	Desired		

Accounts Receivable				
Req #	Description of Requirement	Criticality	Response	Comments
AR.17	The system has the ability to provide workflow approval process to support interdepartmental billing.	Desired		
AR.18	The system has the ability to provide user-defined payment terms such as net 30, net 45, and other user-defined due date payment terms.	Critical		
AR.19	The system has the ability to provide user-defined customer statements.	Critical		
AR.20	The system has the ability to provide recurring billing capabilities such as lease payments, rental payments, retiree health insurance premiums, and other miscellaneous recurring billing.	Critical		
AR.21	The system has the ability to provide a minimum of 256 characters of billing description for each item to be billed at time of billing entry.	Critical		
AR.22	The system has the ability to generate a reimbursement to the appropriate customer if there is a credit standing on the account.	Critical		
AR.23	The system has the ability to allow approved refunds with workflow approval process.	Critical		
AR.24	The system has the ability to allow authorized users to query and view receivable information and report by user-defined criteria.	Critical		
AR.25	The system has the ability to allow customers to view amount owed to the City through an online web account, with proper security.	Desired		
AR.26	The system has the ability to allow receivable, payment, and deposits to be entered only once into the system and appear in the general ledger and sub ledger in real time.	Critical		
AR.27	The system has the ability to view customer information by fund, department, or other GL account segments.	Critical		
AR.28	The system has the ability to view, track, and sort receivables by user-defined criteria, including but not limited to accounting codes, customers, and activities.	Critical		
Customer Management				
AR.29	The system has the ability to automatically assign a number to a customer by user-defined rules.	Critical		
AR.30	The system has the ability to allow a specific customer number, type, and/or category to be assigned to a new or existing customer.	Critical		
The system has the ability to maintain a customer file with the following information:				
AR.31	Name;	Critical		
AR.32	DBA (Doing Business As)	Critical		
AR.33	Multiple Addresses (billing);	Critical		
AR.34	Location (for a property/item billed against);	Critical		
AR.35	Multiple phone;	Critical		
AR.36	Multiple email;	Critical		
AR.37	Multiple Fax number;	Critical		
AR.38	Last account activity;	Critical		
AR.39	Tax ID numbers;	Critical		
AR.40	Current and unpaid late payment penalty and interest charges;	Critical		

Accounts Receivable				
Req #	Description of Requirement	Criticality	Response	Comments
AR.41	Balance due;	Critical		
AR.42	Last payment amount;	Critical		
AR.43	Year-to-date payments;	Critical		
AR.44	Highest past-due balance;	Critical		
AR.45	Highest outstanding balance;	Critical		
AR.46	Payment arrangements;	Critical		
AR.47	Late payment penalty and interest charges, year-to-date;	Critical		
AR.48	Late payment penalty and interest charges, total;	Critical		
AR.49	Bad check status;	Critical		
AR.50	Statement cycle;	Critical		
AR.51	Link to vendor file;	Critical		
AR.52	Notes/comments; and	Critical		
AR.53	Other, user-defined.	Critical		
AR.54	The system has the ability to provide a single screen to view all information related to a customer (i.e., not requiring the need to go to multiple screens for all information).	Critical		
AR.55	The system has the ability to maintain an audit log of all changes to the customer file.	Critical		
AR.56	The system has the ability to provide a customer information field allowing on-line entry and maintenance of narrative text that is viewable by all users with permissions.	Desired		
AR.57	The system has the ability to provide an account performance inquiry screen that shows historical and statistical information about each customer account. Information should be displayed in a user-friendly, consolidated manner, allowing AR users to easily view the status, activity and comprehensive history of a customer account.	Critical		
AR.58	The system has the ability to deactivate a customer and warn if the customer has an outstanding balance, but keep the customer history.	Critical		
AR.59	The system has the ability to track customers that have a prior NSF check (insufficient funds) and warn counter clerk at time of customer payments.	Desired		
The system has the ability to maintain a contact log to record conversations and correspondence with customers and maintains, at a minimum, the following information:				
AR.60	Contact person;	Desired		
AR.61	Date and time of contact;	Desired		
AR.62	Means of contact (e.g., phone, email, etc.); and	Desired		
AR.63	Nature of the contact	Desired		
AR.64	Information collected as a result of contact.	Desired		
AR.65	The system has the ability to set up customers using categories and sub categories.	Critical		
AR.66	The system has the ability to flag customers that have filed bankruptcy.	Desired		

Accounts Receivable				
Req #	Description of Requirement	Criticality	Response	Comments
AR.67	The system has the ability to flag customers with City-defined codes (i.e., delinquency, property lien, etc.)	Critical		
AR.68	The system has the ability to allow users to access and search for customer information easily.	Critical		
Invoicing				
AR.69	The system has the ability to produce bills, statements, invoices, NSF notifications, and other user-defined documents for corresponding (i.e. mailing and emailing) to customers.	Critical		
The system has the ability to allow for City defined miscellaneous billings including but not limited to:				
AR.70	Retiree Insurance Premium Billing;	Critical		
AR.71	Sewer Tap Billing;	Critical		
AR.72	Right of Way Billing;	Critical		
AR.73	Cell Tower Billing;	Critical		
AR.74	Landfill Billing;	Critical		
AR.75	Weed Lot/Lot Clearing Billing;	Critical		
AR.76	Permit Billing;	Critical		
AR.77	Hotel Tax (Self Reporting);	Critical		
AR.78	Naming Rights Billing;	Critical		
AR.79	Pool Billing;	Critical		
AR.80	Multiple other user defined billings.	Critical		
The system has the ability to support multiple methods for calculating invoice amounts including but not limited to:				
AR.81	Flat fee;	Critical		
AR.82	Percentage; and	Critical		
AR.83	Table Based.	Critical		
AR.84	The system has the ability to allow City staff to determine if invoices for the same customer should be combined onto the same invoice or kept as separate invoices.	Critical		
AR.85	The system has the ability to automatically bill recurring invoices based on user-defined billing schedules.	Critical		
AR.86	The system has the ability to import invoices (and validate GL account numbers) produced by other billing systems to allow centralized collection and payment processing functions.	Critical		
AR.87	The system has the ability to allow the viewing of all outstanding invoices when applying payments to a customer account.	Critical		
AR.88	System provides ability to apply payments to a customer's balance forward or to specific open items (i.e., unpaid invoices)	Critical		
AR.89	The system has the ability to use laser-printed or pre-printed forms for invoices.	Critical		

Accounts Receivable				
Req #	Description of Requirement	Criticality	Response	Comments
AR.90	The system has the ability to produce PDF images of invoices automatically when printing as opposed to scanning the printed version of the invoice image.	Critical		
AR.91	The system has the ability to allow batch entry of the same charge to multiple customers.	Critical		
AR.92	The system has the ability to default City-defined fields upon batch entry (e.g., payment type code, customer type, cash account, etc.)	Critical		
AR.93	The system has the ability to automatically assign sequential and unique numbers to invoices.	Critical		
AR.94	The system has the ability to reprint bills, statements, and invoices at any point in time.	Critical		
AR.95	The system has the ability support a workflow process, with user-defined approvals, for the reprinting of reprint bills, statements, and invoices.	Desired		
AR.96	The system has the ability to monitor paid and outstanding invoices.	Critical		
AR.97	The system has the ability to provide at least 500 characters for billing description for each item to be billed at time of billing entry.	Critical		
Delinquency Tracking				
AR.98	The system has the ability to compute late charges for customers not paying within a designated period of time.	Critical		
AR.99	The system has the ability to age the receivables according to user-definable time periods.	Critical		
AR.100	The system has the ability to age receivables either according to invoice date or according to due date.	Critical		
AR.101	The system has the ability to support collections in compliance with State of Texas code.	Critical		
AR.102	The system has the ability to generate accounts receivable aging reports, showing a line item on the aging report for each invoice posted to the accounts receivable master file.	Critical		
AR.103	The system has the ability to generate accounts receivable aging reports for both summary by customer and detail within customer by invoice.	Critical		
AR.104	The system has the ability to provide user-defined calculations for the allowance of un-collectable accounts.	Critical		
AR.105	The system has the ability to automatically prepare general and sub-ledger journal entries by allowance for un-collectable accounts with appropriate workflow routines.	Critical		
AR.106	The system has the ability to produce a listing of late customer accounts, where "late" can be user defined.	Critical		
AR.107	The system has the ability to provide finance charge program (late fees) with user-defined late periods and percent of interest to be charged for late payment.	Critical		
AR.108	The system has the ability to set finance charge rates dependent on type of service being billed for finance charges.	Critical		
AR.109	The system has the ability to produce user-defined aging reports with at least six aging periods (e.g., 30, 60, 90, 120, over 120 days).	Critical		

Accounts Receivable				
Req #	Description of Requirement	Criticality	Response	Comments
AR.110	The system has the ability to automatically compute and assess a user-defined late fee when the invoice is past due.	Critical		
AR.111	The system has the ability to send reminder notices (via mail and/or email) at user-defined intervals (e.g., 30, 60, and 90 days) when the invoice is past due.	Critical		
Reporting				
AR.112	The system has the ability to provide ad-hoc reporting capabilities.	Critical		
AR.113	The system has the ability to print a batch listing showing every item in a particular batch upon request.	Critical		
AR.114	The system has the ability to produce an accounts receivable journal listing all activity posted to the accounts receivable master file.	Critical		
AR.115	The system has the ability to print an accounts receivable exception report listing all accounts with credit balances.	Critical		
AR.116	The system has the ability to provide a customer contact listing, showing name, phone number, and other contact information by customer.	Critical		
AR.117	The system has the ability to provide a management summary or key indicator report, indicating a summary of accounts receivable activity for the period, including daily sales outstanding, bad debt ratio, and percent of current accounts.	Critical		
AR.118	The system has the ability to provide a complete listing of the customer master file, which shows each data element in every record.	Critical		
AR.119	The system has the ability to allow user-defined queries such as by customer name, and by amount owed.	Critical		
The system has the ability to generate accounts receivable reports or allow on-screen inquiry by any field, including but not limited to:				
AR.120	Name;	Critical		
AR.121	Type of receivable;	Critical		
AR.122	Type of activity;	Critical		
AR.123	Invoice number;	Critical		
AR.124	Accounting code information;	Critical		
AR.125	Amount owed;	Critical		
AR.126	Dates; and	Critical		
AR.127	Other, user-defined.	Critical		
AR.128	The system has the ability to print customer payment history based on user-defined criteria.	Critical		
AR.129	The system has the ability to allow queries against all receivable files.	Critical		
AR.130	The system has the ability to display individual transactions and groups of transactions based on the criteria entered by the user.	Critical		
AR.131	The system has the ability to produce transaction reports listing all recorded payments.	Critical		
AR.132	The system has the ability to provide a library of canned reports to be used by City staff with limited parameter entry.	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:				
S: Feature/Function is included in the current software release.		T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.		
F: Feature/Function will be available in a future software release.				
C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.				
		N: Feature/Function cannot be provided.		
Cash Receipts				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
CR.1	The system has the ability to provide a Cash Receipts module that is integrated with all other financial applications of the City such as the General Ledger, Accounts Receivable, Accounts Payable, Community Development, Contract Management, and Purchasing.	Critical		
CR.2	The system has the ability to accept batch entry of invoices, cash receipts or adjustment transactions.	Critical		
CR.3	The system has the ability to allow direct entry of invoices, cash receipts, or adjustment transactions.	Critical		
CR.4	The system has the ability to keep a user-defined number of years of historical data and the ability to archive data older than ten years.	Critical		
CR.5	The system has the ability to provide an audit trail for changes made to cash receipt records.	Critical		
CR.6	The system has the ability to provide posting of partial payments.	Critical		
CR.7	The system has the ability to accommodate advance/down payments.	Critical		
CR.8	The system has the ability to provide a minimum of 256 characters of billing description for each item to be billed at time of billing entry.	Critical		
CR.9	The system has the ability to generate a reimbursement to the appropriate customer if there is a credit standing on the account.	Critical		
CR.10	The system has the ability to allow approved refunds with workflow approval process.	Critical		
CR.11	The system has the ability to allow receivable, payment, and deposits to be entered only once into the system and appear in the general ledger and sub ledger in real time.	Critical		
CR.12	The system has the ability to view, track, and sort receivables by user-defined criteria, including but not limited to accounting codes, customers, and activities.	Critical		
Cash Receipts				
CR.13	The system has the ability to include cash receipt functionality that is integrated with all other system modules.	Critical		
CR.14	The system has the ability to query other core system modules or other third party City systems for balance amount due and update the originating system when payment is made.	Desired		

Cash Receipts

Req #	Description of Requirement	Criticality	Response	Comments
CR.15	The system has the ability to accept cash for transactions with no corresponding accounts receivable or bill already entered in the system; cash is held as unapplied.	Critical		
CR.16	The system has the ability to temporarily allow or disallow certain payment tender types.	Critical		
The system has the ability to accept the following types of transactions for payment:				
CR.17	Electronic fund transfers (EFT);	Critical		
CR.18	Automated clearing house (ACH);	Critical		
CR.19	e-Check;	Critical		
CR.20	Phone;	Critical		
CR.21	Lockbox;	Critical		
CR.22	Credit card;	Critical		
CR.23	Payments through City website;	Critical		
CR.24	Direct debit;	Critical		
CR.25	Cash;	Critical		
CR.26	Check;	Critical		
CR.27	Money order; and	Critical		
CR.28	Other electronic receipts.	Critical		
CR.29	The system has the ability to accept, track and store security deposit information by customer.	Critical		
CR.30	The system has the ability to approve refunds of security deposits based upon a workflow approval process.	Critical		
CR.31	The system has the ability to automatically prepare general and sub-ledger journal entries by department for cash receipts with appropriate workflow approvals.	Critical		
CR.32	The system has the ability to produce a cash receipt when bills are paid in person (at City).	Critical		
CR.33	The system has the ability to record type of payment (e.g., check, money order, cash, credit card) and a unique reference number.	Critical		
CR.34	The system has the ability to produce a receipt when bills are paid (regardless of the payment method).	Desired		
CR.35	The system has the ability to support online (web-based) payments.	Critical		
CR.36	The system has the ability to maintain cash receipting transaction detail for a user-defined period of time.	Critical		
CR.37	The system has the ability to mask credit card numbers on receipts.	Critical		
CR.38	The system proposed is PCI compliant and will not store credit card numbers	Critical		

Cash Receipts

Req #	Description of Requirement	Criticality	Response	Comments
The system has the ability to capture check and e-Check detail, including (but not limited to) the following:				
CR.39	Check numbers;	Critical		
CR.40	Account number;	Critical		
CR.41	Check date; and	Critical		
CR.42	Other, user-defined.	Critical		
CR.43	The system has the ability to alert the cashier of previous bad checks (NSFs), detected through a match on customer and/or account detail.	Critical		
CR.44	The system has the ability to import returned check detail from electronic bank files.	Desired		
The system has the ability to maintain returned check detail, including (but not limited to) the following:				
CR.45	Check number;	Critical		
CR.46	Payor Name;	Critical		
CR.47	Address detail;	Critical		
CR.48	Transaction number;	Critical		
CR.49	Date of original transaction;	Critical		
CR.50	Penalty and/or fee;	Critical		
CR.51	Remittance amount;	Critical		
CR.52	Remittance date;	Critical		
CR.53	Original receipt number;	Critical		
CR.54	Reason for return;	Critical		
CR.55	Comment field; and	Critical		
CR.56	Other, user-defined variables.	Critical		
CR.57	The system has the ability to accommodate electronic authorization connectivity (for credit card transaction approval).	Critical		
CR.58	The system has the ability to print a partial credit card number on transaction receipt.	Critical		
CR.59	The system has the ability to indicate whether transactions have been manually adjusted.	Critical		
CR.60	The system has the ability to capture both amount due and amount received.	Critical		
CR.61	The system has the ability to allow any number of payment media types in any combination for payment of a single transaction.	Critical		
CR.62	The system has the ability to notify cashier if a payment has already been made to same bill.	Critical		

Cash Receipts

Req #	Description of Requirement	Criticality	Response	Comments
CR.63	The system has the ability to accept overpayments with warning message that user is about to accept an overpayment.	Critical		
CR.64	The system has the ability to automatically calculate transaction total.	Critical		
CR.65	The system has the ability to accommodate multiple payments for a single bill.	Critical		
CR.66	The system has the ability to support a transaction with multiple checks tendered, and must record the transaction number on each check.	Critical		
CR.67	The system has the ability to accommodate partial payments for a single bill.	Critical		
CR.68	The system has the ability to accommodate multiple bills in a single transaction (support all bills being the same OR different types of bills).	Critical		
CR.69	The system has the ability to accommodate multiple payments for multiple bills (e.g., land records and transfer tax).	Critical		
CR.70	The system has the ability to specify default payment method for cash register.	Desired		
CR.71	The system has the ability to void (back out) transaction prior to completion.	Critical		
CR.72	The system has the ability to partially void after completion of transaction (with proper authorization).	Critical		
CR.73	The system has the ability to support automatic incrementing of transaction number.	Critical		
CR.74	The system has the ability to automatically increment system receipt/validation number.	Critical		
CR.75	The system has the ability to accommodate distribution of payment to multiple user defined allocation codes.	Critical		
CR.76	The system has the ability to allow a user defined hierarchy for application of payments.	Critical		
CR.77	The system has the ability to automatically calculate and display change due when appropriate.	Desired		
CR.78	The system has the ability to read OCR (Optical Character Recognition) encoded account information.	Critical		
CR.79	The system will flag bills that have been sent to a collection agency for collection.	Critical		
CR.80	The system has the ability to allow complete payment processing using the keyboard only (i.e. without using a mouse).	Desired		
CR.81	The system has the ability to allow a cashier to process payments using either the keyboard only, the mouse only, or a combination of the two, depending on the cashier's preference.	Critical		
CR.82	The system has the ability to support receipt printing at local and networked printers.	Critical		

Cash Receipts

Req #	Description of Requirement	Criticality	Response	Comments
CR.83	The system has the ability to import payments from third-party cash receipting systems and validate the appropriate GL account numbers.	Critical		
CR.84	The system has the ability to schedule the posting of third-party payment transactions (e.g., lockbox payments).	Critical		
CR.85	The system must have the ability to accommodate deposits into different bank	Critical		
Cash Drawer Close-Out				
CR.86	The system has the ability to allow cashier to balance a payment batch on demand from any workstation regardless of where the payments were processed (secure location).	Critical		
CR.87	The system has the ability to allow authorized users to close out cash drawers on behalf of cashiers with appropriate permissions.	Critical		
CR.88	The system has the ability to allow authorized users to consolidate cash drawers and close out as a single batch.	Desired		
CR.89	The system has the ability to provide the means to produce a continuous printed audit trail of each transaction, including payment allocations, for each cashier's payment batches. This printed audit trail must also be stored on electronic media for onscreen viewing and historical archiving.	Critical		
CR.90	The system has the ability to allow authorized users (e.g., Accounting personnel only) to perform payment corrections (reversal, void, charge back, etc.) after the close of business day while maintaining full audit details and data integrity.	Critical		
CR.91	The system has the ability to allow authorized users to perform deposit corrections (due to counterfeit bills, etc.) after the close of business day while maintaining full audit details and data integrity.	Critical		
CR.92	The system has the ability to combine individual payment batch deposit details into a single consolidated deposit.	Critical		
CR.93	The system has the ability to ensure same payment batch doesn't get posted	Critical		
The system has the ability to maintain deposit detail, including (but not limited to) the following:				
CR.94	Deposit total;	Critical		
CR.95	Tender type;	Critical		
CR.96	Date;	Critical		
CR.97	Bank account number; and	Critical		
CR.98	Other, user-defined fields.	Critical		
CR.99	The system has the ability to generate a hard-copy, user-designed deposit slip.	Desired		
Reconciliation				

Cash Receipts

Req #	Description of Requirement	Criticality	Response	Comments
CR.100	The system has the ability to interface with banks to process bank drafting and ACH transactions.	Critical		
CR.101	The system has the ability to reconcile with bank statements.	Critical		
CR.102	The system has the ability to provide an automated reconciliation tool for revenue receipts.	Critical		
CR.103	The system has the ability to provide an automated reconciliation tool for ACH and bank draft transactions.	Critical		
CR.104	The system has the ability to support daily reconciliation for each cashier's workstation (cash drawer) with comparison to total daily deposits.	Critical		
CR.105	The system has the ability to support daily reconciliation for each workstation (cash register) with comparison to total daily deposits.	Critical		
CR.106	The system has the ability to generate daily cash reports for balancing by payment type.	Critical		
The system has the ability to generate a daily report to reflect the current day's financial activity both in detail and summary. The report must include (but not be limited to) the following:				
CR.107	Total cash;	Critical		
CR.108	Total checks;	Critical		
CR.109	Total revenue by account type (allocation code);	Critical		
CR.110	Total revenue by cashier;	Critical		
CR.111	Total credit card payments;	Critical		
CR.112	Total debit card payments;	Critical		
CR.113	Total deposit for payment portal payments (EVR and web portal);	Critical		
CR.114	Total deposit for escrow accounts;	Critical		
CR.115	Total electronic transfers;	Critical		
CR.116	Total adjustments;	Critical		
CR.117	Expenditures; and	Critical		
CR.118	Other, user-defined.	Critical		
CR.119	The system has the ability to generate a daily exception report that reflects all payments reversed and any other condition considered outside normal processing.	Critical		
CR.120	The system has the ability to generate a daily report that reflects all adjustment activity.	Critical		

Cash Receipts

Req #	Description of Requirement	Criticality	Response	Comments
CR.121	The system has the ability to generate periodic reports of revenue distribution from external sources' file uploads (e.g., credit card company payments) to reflect batch date, batch total control records and dollar count (available to be run on a daily basis).	Critical		
CR.122	The system has the ability to import credit/debit card transaction reconciliation files from credit card companies.	Critical		
CR.123	The system has the ability to perform automatic reconciliation of transaction data with credit card company data.	Critical		
CR.124	The system has the ability to import check reconciliation files from banks.	Critical		
CR.125	The system provides the user with reconciliation functions to compare imported data with system data.	Critical		
Refunds				
CR.126	The system has the ability to utilize electronic workflow functionality to facilitate the refund process.	Critical		
The system has the ability to automatically initiate the refund process according to user-defined rules, including (but not limited to) the following:				
CR.127	Greater than/equal to a user-defined minimum amount;	Critical		
CR.128	Refund type (e.g., all overpayments automatically initiate the refund process);	Critical		
CR.129	Upon approval of a customer-submitted refund request;	Critical		
CR.130	Other, user-defined criteria.	Critical		
CR.131	The system has the ability to track refunds due.	Critical		
CR.132	The system has the ability to automatically identify/alert for overpayment of a bill at the time of payment.	Critical		
CR.133	The system has the ability to alert the user that customer has other outstanding receivables.	Critical		
CR.134	The system has the ability to automatically deny a refund if the original remittance is a bad check or ACH failure.	Critical		
CR.135	The system has the ability to automatically flag a refund as invalid (due to bad check or ACH failure) and generate a customer letter describing refund refusal reason.	Desired		
CR.136	The system has the ability to issue refunds to recipient/s other than the original payee.	Critical		
CR.137	The system has the ability to include multiple refunds (multiple types of	Critical		
CR.138	The system has the ability to allow users to record reason for the refund.	Critical		
Reporting				
CR.139	The system has the ability to provide ad-hoc reporting capabilities.	Critical		
CR.140	The system has the ability to print a batch listing showing every item in a particular batch upon request.	Critical		

Cash Receipts

Req #	Description of Requirement	Criticality	Response	Comments
CR.141	The system has the ability to produce an accounts receivable journal listing all activity posted to the accounts receivable master file.	Critical		
CR.142	The system has the ability to sort line items on the accounts receivable journal listing of all activities posted to the accounts receivable master file by either batch and line number of customer number.	Critical		
CR.143	The system has the ability to print an accounts receivable exception report listing all accounts with credit balances.	Critical		
CR.144	The system has the ability to provide a customer contact listing, showing name, phone number, and other contact information by customer.	Critical		
CR.145	The system has the ability to provide a management summary or key indicator report, indicating a summary of accounts receivable activity for the period, including daily sales outstanding, bad debt ratio, and percent of current accounts.	Critical		
CR.146	The system has the ability to provide a complete listing of the customer master file, which shows each data element in every record.	Critical		
CR.147	The system has the ability to allow user-defined queries such as by customer name, and by amount owed.	Critical		
The system has the ability to generate accounts receivable reports by any field, including but not limited to:				
CR.148	Name;	Critical		
CR.149	Type of receivable;	Critical		
CR.150	Type of activity;	Critical		
CR.151	Invoice number;	Critical		
CR.152	Accounting code information;	Critical		
CR.153	Amount owed;	Critical		
CR.154	User defined aging;	Critical		
CR.155	Dates; and	Critical		
CR.156	Other, user-defined.	Critical		
CR.157	The system has the ability to print customer payment history based on user-defined criteria.	Critical		
CR.158	The system has the ability to allow queries against all receivable files.	Critical		
CR.159	The system has the ability to display individual transactions and groups of transactions based on the criteria entered by the user.	Critical		
CR.160	The system has the ability to produce transaction reports listing all recorded payments.	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators: S: Feature/Function is included in the current software release. F: Feature/Function will be available in a future software release. C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. N: Feature/Function cannot be provided.				
Fixed Assets and Inventory Management				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
FA.1	The fixed assets module has the ability to integrate with all other system modules, such as projects, grants, purchasing, AP, contracts, fleet.	Critical		
FA.2	The system has the ability to track capitalized assets.	Critical		
FA.3	The system has the ability to track non-capitalized assets.	Critical		
FA.4	The system has the ability to record total cost of ownership of an asset.	Critical		
FA.5	The system has the ability to record total cost of combined assets.	Critical		
FA.6	The system has the ability to track capitalized assets that were purchased through debt financing.	Critical		
FA.7	The system has the ability to modify valuation due to improvements or replacements to the asset. Any modifications are tracked through an audit trail (as defined in G&T section).	Critical		
FA.8	The system has the ability to perform simple modification of an asset number without an accounting impact to allow easy identification of responsible department (e.g., fleet vehicles), with appropriate security	Critical		
FA.9	The system has the ability to automatically create a pending asset record for fixed assets at the time of purchasing or requisition based on account number selected.	Critical		
FA.10	The system has the ability to allow decentralized asset entry by Departments for non-capitalized assets.	Critical		
FA.11	The system has the ability to allow a user to manually flag a fixed asset at the time of purchasing or requisition to create a pending asset record.	Critical		
FA.12	The system has the ability to notify (through workflow) a user or group of users for fixed assets at the time of purchasing or requisition based on account number selected.	Critical		

Fixed Assets and Inventory Management

Req #	Description of Requirement	Criticality	Response	Comments
FA.13	The system has the ability to set a user-defined criteria for a purchase to be considered a fixed asset. Pending asset records are created and a user or group of users are notified of the pending asset record. The user notified is dependent on the type of asset record being created and is defined by the City (i.e., capital asset notifications are sent to different staff as non capital assets).	Critical		
FA.14	The system has the ability to set a user-defined criteria for a purchase to be considered a capital fixed asset. Pending asset records are created and a user or group of users are notified of the pending asset record. The user notified is dependent on the type of asset record being created and is defined by the City (i.e., capital asset notifications are sent to different staff as non capital assets).	Critical		
FA.15	The system has the ability to track infrastructure as a capital asset.	Critical		
FA.16	The system has the ability to transfer data including notes and comments from the requisition/purchase order to the pending fixed asset record.	Critical		
FA.17	The system has the ability to capitalize and depreciate assets according to user-defined rules.	Critical		
FA.18	The system has the ability to automatically depreciate assets according to user-defined rules.	Critical		
FA.19	The system has the ability to record, recognize, and capitalize assets that are subsidized by third-party entities for the City, such as the federal or state government.	Critical		
FA.20	The system has the ability to record, recognize, and capitalize partial dollars on assets that are co-owned by the City and another entity.	Critical		
FA.21	The system has the ability to calculate valuation for fixed assets based on user-defined rules.	Critical		
FA.22	The system has the ability to record cost at acquisition.	Critical		
FA.23	The system has the ability to determine and maintain salvage values for fixed assets.	Critical		
FA.24	The system has the ability to calculate replacement costs of the fixed assets based on user defined criteria.	Critical		
FA.25	The system has the ability to receive replacement costs of the fleet fixed assets based on integration between the two systems.	Critical		
FA.26	The system has the ability to track asset usage by department in order to determine equipment replacement fund allocation for asset replacement.	Critical		

Fixed Assets and Inventory Management

Req #	Description of Requirement	Criticality	Response	Comments
FA.27	The system has the ability to calculate gain or loss on disposal of an asset.	Critical		
FA.28	The system has the ability to allow configurable business rules for allocating the net gain or net loss on the disposal of an asset (i.e., when an asset is sold for more than its depreciated value, the net gain would go to a certain account).	Critical		
FA.29	The system has the ability to calculate gain or loss on disposal and make the entry to the general ledger.	Critical		
FA.30	The system has the ability to modify assets by user-defined criteria, with proper security permissions and audit trail.	Critical		
FA.31	The system has the ability to perform mass changes to include changing the useful life, department, class, and/or category of fixed assets.	Critical		
FA.32	The system has the ability to automatically update GL at user-defined periods with appropriate review and approval.	Critical		
FA.33	The system has the ability to automatically update GL in real-time with appropriate review and approval.	Critical		
FA.34	The system has the ability to automatically create a pending asset record (improvement, upgrade etc) from AP entry with appropriate review and approval.	Critical		
FA.35	The system has the ability to flag a fixed asset when it is entered under the	Critical		
FA.36	The system has the ability to allow authorized users read-only access to fixed asset information via a decentralized, online interface.	Critical		
FA.37	The system has the ability to drill-down into linked POs, checks, invoices, vendor file information, and the fleet management system.	Critical		
FA.38	The system has the ability to allow for at least 999,999 different assets.	Critical		
FA.39	The system has the ability to be in full compliance with GASB compliance requirements.	Critical		
FA.40	The system has the ability to support electronic identification of equipment (e.g., RFID).	Critical		
FA.41	The system has the ability to provide controls for maintaining unique City generated fixed asset tag numbers.	Critical		
FA.42	The system has the ability to do periodic inventories via barcode reading and barcode scanning.	Critical		
FA.43	The system has the ability to generate automatic reminders to update asset records based on activity initiated by accounts receivable, accounts payable, or some other non-standard transaction.	Critical		

Fixed Assets and Inventory Management

Req #	Description of Requirement	Criticality	Response	Comments
FA.44	The system has the ability to indicate an asset as "disposed."	Critical		
FA.45	The system has the ability to identify a portion of an asset that needs to be disposed.	Critical		
FA.46	The system has the ability to automatically prompt for disposal of an asset at the time of cash receipt entry for the sale of that asset.	Critical		
The system has the ability to accommodate the following asset disposal processes, with the ability to customize workflow routines for each process:				
FA.47	Public Auction;	Critical		
FA.48	Sealed Bid;	Critical		
FA.49	Online sale;	Critical		
FA.50	Salvage process;	Critical		
FA.51	Transfer process;	Critical		
FA.52	Parts tear-down;	Critical		
FA.53	Trade-in and;	Critical		
FA.54	other City defined types	Critical		
FA.55	The system has the ability to record City-defined information at the time of asset disposal related to the asset (e.g., condition of asset, mileage, etc.).	Critical		
FA.56	The system has the ability to track lease information for both business and governmental leases.	Critical		
FA.57	The system has the ability to record and account for leased items.	Critical		
FA.58	The system has the ability to provide fixed asset lease obligation and payment reporting to the general ledger to include reducing liability.	Critical		
FA.59	The system has the ability to accommodate user-defined lease	Critical		
FA.60	The system has the ability to report operating lease payments.	Critical		
Asset Entry				
FA.61	The system has the ability to automatically assign unique asset numbers.	Critical		
FA.62	The system has the ability to provide notification to users once assets are changed from pending to approved status.	Critical		
FA.63	The system has the ability to copy an existing asset record as a starting point for the entry of a new asset.	Critical		

Fixed Assets and Inventory Management

Req #	Description of Requirement	Criticality	Response	Comments
FA.64	The system has the ability to set department, division, fund, type and user defined classifications for each asset (i.e., governmental, proprietary, etc.).	Critical		
FA.65	The system has the ability to establish approval levels for asset entries at the department level that will require approval by designated users.	Critical		
FA.66	The system has the ability to establish asset groups.	Critical		
The system has the ability to establish the following categories and classes of assets:				
FA.67	Buildings and improvements;	Critical		
FA.68	Improvements other than buildings;	Critical		
FA.69	Furniture and fixtures;	Critical		
FA.70	Machinery and equipment;	Critical		
FA.71	Land;	Critical		
FA.72	Infrastructure;	Critical		
FA.73	Vehicles;	Critical		
FA.74	Intangibles;	Critical		
FA.75	Streets and sidewalks;	Critical		
FA.76	Construction in progress; and	Critical		
FA.77	Other, user-defined.	Critical		
FA.78	The system has the ability to track an asset acquired through a donation or dedication to the City.	Critical		
FA.79	The system has the ability to accommodate user-defined classes within each	Critical		
FA.80	The system has the ability to accommodate at least 999 different asset classes within each category.	Critical		
FA.81	The system has the ability to allow an administrator to configure additional asset categories and classes that allow the same functionality of other asset categories and classes.	Critical		
The system has the ability to maintain the following asset information:				
FA.82	Asset number;	Critical		
FA.83	Property tag number;	Critical		
FA.84	Chart of accounts distribution;	Critical		
FA.85	State service code;	Critical		
FA.86	Department;	Critical		
FA.87	Acquisition date;	Critical		

Fixed Assets and Inventory Management

Req #	Description of Requirement	Criticality	Response	Comments
FA.88	In-service date;	Critical		
FA.89	Condition;	Critical		
FA.90	Multiple condition dates with associated history;	Critical		
FA.91	Status (e.g., inactive);	Critical		
FA.92	Security access to asset (e.g., keys to vehicle, code to device);	Critical		
FA.93	Service manual (i.e., electronically scanned and attached);	Critical		
FA.94	Unit cost/value;	Critical		
FA.95	Value basis;	Critical		
FA.96	Trade-in credit;	Critical		
FA.97	Vendor number;	Critical		
FA.98	Vendor name;	Critical		
FA.99	Manufacturer name;	Critical		
FA.100	Model year;	Critical		
FA.101	Model;	Critical		
FA.102	Serial number;	Critical		
FA.103	Insurance;	Critical		
FA.104	Multiple Locations with the ability to track history;	Critical		
FA.105	Employee name (i.e., for asset assignment);	Critical		
FA.106	Employee number (i.e., for asset assignment);	Critical		
FA.107	Warranty/maintenance agreement;	Critical		
FA.108	Disposal information;	Critical		
FA.109	Primary asset information (i.e., "parent" in parent-child);	Critical		
FA.110	Source of funds, multiple (e.g., grant for half of purchase);	Critical		
FA.111	Estimated useful life;	Critical		
FA.112	Estimated replacement cost;	Critical		
FA.113	Depreciation schedule;	Critical		
FA.114	Depreciation convention;	Critical		
FA.115	VIN#;	Critical		
FA.116	Unit#;	Critical		
FA.117	Fleet equipment number;	Critical		
FA.118	Project number (multiple);	Critical		

Fixed Assets and Inventory Management				
Req #	Description of Requirement	Criticality	Response	Comments
FA.119	Grant number (multiple);	Critical		
FA.120	Other, user-defined.	Critical		
FA.121	The system has the ability to link assets in parent-child relationships.	Critical		
FA.122	The system has the ability to allow all assets involved in linked parent-child relationships to maintain their own unique financial life.	Critical		
FA.123	The system has the ability to mass transfer assets from one organization/department code to another.	Critical		
FA.124	The system has the ability to transfer asset options including fully or partially.	Critical		
FA.125	The system has the ability to allow the transfer of an asset from one department or fund to another and maintain history.	Critical		
FA.126	The system has the ability to maintain asset service records.	Critical		
Depreciation				
FA.127	The system has the ability to capture depreciation balance at the date of transfer or disposal.	Critical		
FA.128	The system has the ability to project current year's depreciation by department	Critical		
FA.129	The system has the ability to project current year's depreciation by the type of asset as well as add multiple years expense, and then project the future years depreciation by the type of asset.	Critical		
FA.130	The system has the ability to report depreciation, sortable by existing fields such as by asset, type, general ledger account code or any other field in the asset record.	Critical		
The system has the ability to support the following types of depreciation:				
FA.131	Straight line;	Critical		
FA.132	Other, user-defined.	Critical		
FA.133	The system has the ability to allow the reversal of changes made based on depreciation, with appropriate security permissions.	Critical		
FA.134	The system has the ability to allow a user to configure the date of depreciation calculation (i.e., half year in the year of acquisition/disposal, etc.).	Critical		
FA.135	The system has the ability to set standard and user-controlled depreciation methods.	Critical		
FA.136	The system has the ability to calculate "back" depreciation to original acquisition date.	Critical		
FA.137	The system has the ability to update or change depreciation information for a group of assets.	Critical		

Fixed Assets and Inventory Management

Req #	Description of Requirement	Criticality	Response	Comments
FA.138	The system has the ability to store depreciation expense account.	Critical		
FA.139	The system has the ability to provide depreciation calculation results for user defined periods of time.	Critical		
FA.140	The system has the ability to provide an automatic calculation of depreciation	Critical		
FA.141	The system has the ability to automatically flag an asset when it is time to retire	Critical		
FA.142	The system has the ability to automatically archive retired and/or sold assets on	Critical		
FA.143	The system has the ability to track all associated history related to a fixed asset	Critical		
FA.144	The system has the ability to allow changes to the useful life, depreciation	Critical		
Asset Tracking				
The system has the ability to track assets by the following:				
FA.145	Number;	Critical		
FA.146	Description;	Critical		
FA.147	Type;	Critical		
FA.148	State activity code;	Critical		
FA.149	Unique tag number;	Critical		
FA.150	Site;	Critical		
FA.151	Building;	Critical		
FA.152	Location;	Critical		
FA.153	Purchase order (at least one);	Critical		
FA.154	Invoice (at least one);	Critical		
FA.155	Bar code;	Critical		
FA.156	Lease;	Critical		
FA.157	Fund;	Critical		
FA.158	GL account code (multiple funds, funding sources);	Critical		
FA.159	Commodity code;	Critical		
FA.160	Cost;	Critical		
FA.161	Acquisition date;	Critical		
FA.162	In-service date;	Critical		
FA.163	Vendor (multiple);	Critical		
FA.164	Transfer Dates;	Critical		
FA.165	Replacement value;	Critical		
FA.166	Expected replacement year;	Critical		

Fixed Assets and Inventory Management

Req #	Description of Requirement	Criticality	Response	Comments
FA.167	Other User-defined dates;	Critical		
FA.168	Insurance Value;	Critical		
FA.169	Make, manufacturer and model;	Critical		
FA.170	Serial number;	Critical		
FA.171	Property ID number (for land);	Critical		
FA.172	Vehicle ID;	Critical		
FA.173	Project number (multiple);	Critical		
FA.174	Grant number (multiple);	Critical		
FA.175	Responsible person;	Critical		
FA.176	Responsible department;	Critical		
FA.177	Responsible program; and	Critical		
FA.178	Other, user-defined.	Critical		
FA.179	The system has the ability to integrate with the City's GIS database for the purpose of tracking the geographical location of assets.	Critical		
FA.180	The system has the ability to attach any document to an asset record.	Critical		
FA.181	The system has the ability to attach a picture to an asset record.	Critical		
Inventory				
FA.182	The system has the ability to accommodate at least 999,999 inventory item types.	Critical		
FA.183	The system has the ability to accommodate at least 9,999,999 inventory items.	Critical		
The system will perform the following functions to the inventory listing in real time, with appropriate permissions:				
FA.184	Establish new items;	Critical		
FA.185	Maintain information related to existing item;	Critical		
FA.186	Adjust inventory counts;	Critical		
FA.187	Remove item types from active inventory; and	Critical		
FA.188	Remove item types permanently from inventory and maintain history.	Critical		
FA.189	The system has the ability to provide a listing of materials allocated to a specific work order(s), can enter a work order or item and see all items that will be used by work order.	Critical		

Fixed Assets and Inventory Management				
Req #	Description of Requirement	Criticality	Response	Comments
FA.190	The system has the ability to convert purchasing units into inventory units (e.g., case of toner drums versus toner drum).	Critical		
FA.191	The system has the ability to limit which inventory item types will update to the general ledger.	Critical		
FA.192	The system has the ability to allow items to be depreciated while in inventory prior to issuance (FERC reporting requirement) (transformers and electric material).	Desired		
FA.193	The system has the ability to support accumulated depreciation amount for FERC inventory item (from requirement above) is carried forward to the total work order costs with the completion of the associated work order.	Desired		
FA.194	The system has the ability to accommodate at least 999 locations for inventory stores.	Critical		
FA.195	The system has the ability to support bar coding of inventory items.	Critical		
The system has the ability to maintain the following data points for all inventory items:				
FA.196	Inventory ID;	Critical		
FA.197	Item name;	Critical		
FA.198	Item description (short);	Critical		
FA.199	Item description (long);	Critical		
FA.200	Non-stock item indicator;	Critical		
FA.201	Primary department (including fund department and unit);	Critical		
FA.202	Location (i.e., warehouse, aisle, shelf, bin etc.);	Critical		
FA.203	Unit of measure for inventory;	Critical		
FA.204	Unit of measure for purchasing (i.e., case, etc.);	Critical		
FA.205	Unit cost;	Critical		
FA.206	Actual price;	Critical		
FA.207	Last purchased price;	Critical		
FA.208	Bulk cost;	Critical		
FA.209	Vendor number;	Critical		
FA.210	Primary vendor;	Critical		
FA.211	Minimum inventory points;	Critical		
FA.212	Maximum inventory points;	Critical		
FA.213	Quantity on hand;	Critical		

Fixed Assets and Inventory Management

Req #	Description of Requirement	Criticality	Response	Comments
FA.214	Quantity on order;	Critical		
FA.215	Quantity received on order;	Critical		
FA.216	Quantity on back-order;	Critical		
FA.217	Quantity ordered year-to-date;	Critical		
FA.218	Commodity code;	Critical		
FA.219	Shelf life or expiration date;	Critical		
FA.220	Warranty item;	Critical		
FA.221	Warranty expiration;	Critical		
FA.222	Component items list;	Critical		
FA.223	Text/comment field;	Critical		
FA.224	Latest Quantity Received;	Critical		
FA.225	Received By;	Critical		
FA.226	Received Date;	Critical		
FA.227	Warehouse Identifier;	Critical		
FA.228	Bin Number/Shelf number;	Critical		
FA.229	Date Item Entered Inventory;	Critical		
FA.230	Date Item Ordered;	Critical		
FA.231	Date Item was put into service;	Critical		
FA.232	Date Item was removed from service;	Critical		
FA.233	Multiple Vendor Numbers and Manufacturer Number;	Critical		
FA.234	Most Recent Purchase Order Number;	Critical		
FA.235	Economic Order Quantity;	Critical		
FA.236	Reorder Point (maximum/minimum) and Replenishment Quantity;	Critical		
FA.237	Date Issued;	Critical		
FA.238	Issued To;	Critical		
FA.239	Issued By ;	Critical		
FA.240	Associated inventory account number/fund; and	Critical		
FA.241	Other, user-defined.	Critical		
FA.242	The system has the ability to merge multiple inventory items to a new or	Critical		
FA.243	The system has the ability to automatically generate notifications of reorder points.	Critical		

Fixed Assets and Inventory Management

Req #	Description of Requirement	Criticality	Response	Comments
FA.244	The system has the ability to automatically generate notifications of upcoming shelf life, warranty, and other expirations.	Critical		
FA.245	The system has the ability to electronically attach multiple images of inventory items.	Critical		
FA.246	The system has the ability to track the length of material on a specific roll (i.e., length of wire on a per reel basis).	Critical		
The system has the ability to accommodate the following methods of inventory costing:				
FA.247	Actual cost;	Critical		
FA.248	Moving average;	Critical		
FA.249	Last in first out (LIFO);	Critical		
FA.250	First in first out (FIFO);	Critical		
FA.251	Replacement; and	Critical		
FA.252	Other, user-defined.	Critical		
FA.253	The system has the ability to flag items to be "issued first" (i.e. for recycled items).	Critical		
FA.254	The system has the ability to accommodate automatic reorder processes for particular items based on any inventory data field (e.g., warranty or minimum quantity).	Critical		
FA.255	The system has the ability to accommodate workflow processes for periodic inventory counts.	Critical		
FA.256	The system has the ability to accommodate workflow processes for periodic inventory counts by location (i.e., bin).	Critical		
FA.257	The system has the ability to support shift, daily, weekly, monthly, quarterly or annual inventory counts by producing inventory worksheets of current inventory levels.	Critical		
FA.258	The system has the ability to automatically generate the invoice or transactional charges to departments for warehouse purchases.	Critical		
FA.259	The system has the ability to support the development of a catalogue of inventory available to customers/departments.	Critical		
FA.260	The system has the ability to remove materials or parts from inventory based on work order requirements. System is updated automatically when completed work orders are entered on-line.	Critical		
FA.261	The system has the ability to accommodate non-stock inventory items, for linking to an asset.	Critical		

Fixed Assets and Inventory Management

Req #	Description of Requirement	Criticality	Response	Comments
FA.262	The system has the ability to automatically reduce inventory counts at the time an inventory item is assigned to a work order.	Critical		
FA.263	The system has the ability to accommodate multiple inventory locations and prioritize them for stock picking purposes.	Critical		
FA.264	The system has the ability to adjust allocation dates from inventory.	Critical		
Reporting				
FA.265	The system has the ability to query on all data fields in the fixed assets module in order to provide a user defined query screen.	Critical		
FA.266	The system has the ability to export data to Excel without the need to re-format the data.	Critical		
FA.267	The system has the ability to query information or generate reports on fixed assets by user-defined criteria such as by general ledger account code, location, activity, and asset class.	Critical		
FA.268	The system has the ability to maintain and track non-depreciated assets (e.g., land and other non-capital).	Critical		
FA.269	The system has the ability to provide web-based access to fixed asset transaction records, including modifications, with web authentication by City employees.	Critical		
FA.270	The system has the ability to report fixed asset expenditures against a capital budget.	Critical		
FA.271	The system has the ability to generate monthly or user-defined frequency reconciliation reports to the GL.	Critical		
FA.272	The system has the ability to monitor, or report on assets based on department, category code, or other descriptions such as serial number or replacement year.	Critical		
FA.273	The system has the ability to report a disposal date and value.	Critical		
FA.274	The system has the ability to output listings of assets by any system-defined field, such as location, category, department, and value.	Critical		
FA.275	The system has the ability to report on assets based on funding source.	Critical		
FA.276	The system has the ability to report transactions: period additions, transfers, disposals, and depreciation by asset, type, and general ledger account code.	Critical		
FA.277	The system has the ability to allow user inquiry on the following transactions: period additions, transfers, disposals, and depreciation by asset, type, and general ledger account code.	Critical		

Fixed Assets and Inventory Management				
Req #	Description of Requirement	Criticality	Response	Comments
FA.278	The system has the ability to create depreciation reports and other types, both canned and ad-hoc.	Critical		
FA.279	The system has the ability to provide GASB compliance reports.	Critical		
FA.280	The system has the ability to report construction-in-progress.	Critical		
FA.281	The system has the ability to generate valuation report on all of City's fixed assets.	Critical		
FA.282	The system has the ability to recreate a report from any previous period.	Critical		
FA.283	The system has the ability to generate a master inventory report.	Critical		
FA.284	The system has the ability to generate a report of inventory by user-selected items or groups.	Critical		
FA.285	The system has the ability to generate a report on a range of part numbers.	Critical		
FA.286	The system has the ability to generate a report of inventory turnover.	Critical		
FA.287	The system has the ability to generate inventory usage reports by date range.	Critical		
FA.288	The system has the ability to generate inventory usage reports by department.	Critical		
FA.289	The system has the ability to generate all reports by user-defined date ranges that may occur over prior fiscal years.	Critical		

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Project Accounting				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
PA.1	The system has the ability to provide a Project Accounting module that is integrated with all other financial applications of the City such as the General Ledger, Budget, Accounts Receivable, Accounts Payable, Contract Management, Purchasing, and Payroll.	Critical		
PA.2	The system has the ability to support multi-year parent projects, at least 15 years in length.	Critical		
PA.3	The system has the ability to support parent/child relationships for projects and sub-projects.	Critical		
PA.4	The system has the ability to allow multiple user defined project status codes (e.g., proposed, active, etc.).	Critical		
PA.5	The system has the ability to accommodate user defined project types.	Critical		
PA.6	The system has the ability to accommodate at least 200 user defined different project types.	Critical		
PA.7	The system has the ability to accommodate user defined project types that both integrate with the general ledger or not.	Critical		
PA.8	The system has the ability to allow a user to establish project templates (i.e., "simple" templates to "complex" templates and for specific project types).	Critical		
PA.9	The system has the ability to store an unlimited number of project templates.	Critical		
PA.10	The system has the ability to accommodate projects occurring across multiple funds and departments, down to a specific GL number.	Critical		
PA.11	The system has the ability to associate different account numbers to different components of a project.	Critical		
PA.12	The system has the ability to accommodate projects occurring across a minimum of ten funds or funding sources that include grants and debt.	Critical		

Project Accounting				
Req #	Description of Requirement	Criticality	Response	Comments
PA.13	The system has the ability to provide project forecasting capabilities, for a minimum of ten years (i.e., current, plus nine years).	Critical		
PA.14	The system has the ability to provide free form notes or text for project descriptions.	Critical		
PA.15	The system has the ability to provide a workflow routine to assist in the annual process of determining fiscal year expenses for each project.	Critical		
PA.16	The system has the ability to attach files to project descriptions.	Critical		
PA.17	The system has the ability to have user-defined cost allocation codes.	Critical		
PA.18	The system has the ability to integrate with third-party industry tool sets (e.g., MS Project).	Desired		
PA.19	The system has the ability to link projects to grants.	Critical		
PA.20	The system has the ability to link projects to State project codes.	Desired		
Project Tracking and Closing				
The system has the ability to store general project information including:				
PA.21	Original budgets;	Critical		
PA.22	Multiple funding sources i.e. bonds, or grants;	Critical		
PA.23	Current/amended budgets;	Critical		
PA.24	Project file number or CIP number;	Critical		
PA.25	Contract number (multiple);	Critical		
PA.26	Department;	Critical		
PA.27	Division;	Critical		
PA.28	Cost Center;	Critical		
PA.29	City Project Manager(s);	Critical		
PA.30	City staff performing work effort towards project (i.e., list of names);	Critical		
PA.31	Time spent by collective City staff towards project in hours and cost (salaries and benefits cost);	Critical		
PA.32	Time spent by City staff person towards project in hours and cost (salaries and benefits cost);	Critical		
PA.33	Pre-encumbrances;	Critical		
PA.34	Location code;	Critical		
PA.35	Encumbrances;	Critical		
PA.36	Expenditures;	Critical		

Project Accounting

Req #	Description of Requirement	Criticality	Response	Comments
PA.37	Receivables;	Critical		
PA.38	Revenues;	Critical		
PA.39	Penalties;	Critical		
PA.40	Funding deadlines for bond proceeds;	Critical		
PA.41	Expenditure and cash flow schedule based on funding deadlines for bond proceeds;	Critical		
PA.42	Retainage based on a user defined criteria;	Critical		
PA.43	Scope changes;	Critical		
PA.44	Purchase orders including all open and closed PO's and whether they have a balance;	Critical		
PA.45	Vendor/Contractor;	Critical		
PA.46	Amendments/change orders;	Critical		
PA.47	Appropriations by year;	Critical		
PA.48	Other user-defined information.	Critical		
PA.49	The system has the ability to control project budgets by project receivables and revenues from a project.	Critical		
	The system has the ability to track project dates including:			
PA.50	Planned start date;	Critical		
PA.51	Actual start date;	Critical		
PA.52	Phase;	Critical		
PA.53	Milestone(s);	Critical		
PA.54	Current vs. planned percentage of completion (at any point);	Critical		
PA.55	Current vs. expiration of bond funding deadlines;	Critical		
PA.56	Planned completion date;	Critical		
PA.57	Actual completion date; and	Critical		
PA.58	Other user-defined information.	Critical		
PA.59	The system has the ability to track hours and cost (benefits and salary) spent by employees towards a project.	Critical		
PA.60	The system has the ability to track and change funding sources.	Critical		
PA.61	The system has the ability to track expenditures based on the year the debt was issued.	Critical		

Project Accounting				
Req #	Description of Requirement	Criticality	Response	Comments
PA.62	The system has the ability to flag capital vs. non capital projects and all associated expenditures.	Critical		
PA.63	The system has the ability to track funding sources for projects and by bond issue.	Critical		
PA.64	The system has the ability to track multiple funding sources when bonds are issued in multiple years for a project.	Critical		
PA.65	The system has the ability to transfer funding sources from one project to another project if the project is complete and under budget pending council approval.	Critical		
PA.66	The system has the ability to apply overhead to projects that can be funded by dept.	Desired		
PA.67	The system has the ability to track the funding sources for each project, the amount of expenditures that have been charged to the project that are to be paid by debt, and any budget transfers that have moved the debt funding from one project to another.	Critical		
PA.68	The system has the ability to carry forward information at year-end for multi-year projects.	Critical		
PA.69	The system has the ability to allow "default" values to be established for setting up new projects.	Critical		
PA.70	The system has the ability to accommodate change orders to open contracts.	Critical		
PA.71	The system has the ability to allow configurable change order forms to be established to capture specific data elements related to the change.	Critical		
PA.72	The system has the ability to provide workflow functionality to support the change order process.	Critical		
PA.73	The system has the ability to provide full audit trail functionality for any change in contract.	Critical		
PA.74	The system has the ability to maintain information prior to a change.	Critical		
PA.75	The system has the ability to retain historical information for all projects for at least 25 years after the project close.	Critical		
PA.76	The system has the ability to close projects either partially or completely without	Critical		
PA.77	The system has the ability to allow the closing of multiple projects at the same time (i.e., related projects).	Critical		
PA.78	The system has the ability to allow the closing of a "child" project without having to close the "parent" project, and vice versa.	Critical		

Project Accounting				
Req #	Description of Requirement	Criticality	Response	Comments
PA.79	The system has the ability to re-open a closed project, with appropriate security permissions.	Critical		
Reporting				
PA.80	The system has the ability to produce reports to satisfy Local, State and Federal requirements.	Critical		
The system has the ability to generate reports from specific date ranges for information including:				
PA.81	Project number and name;	Critical		
PA.82	Work order number;	Critical		
PA.83	Type;	Critical		
PA.84	Departments;	Critical		
PA.85	Division;	Critical		
PA.86	Funding source expiration dates;	Critical		
PA.87	Expenditure milestones;	Critical		
PA.88	Fund;	Critical		
PA.89	Year or user-defined date range;	Critical		
PA.90	Bond authorization by year;	Critical		
PA.91	Bond issue by year;	Critical		
PA.92	Funding source;	Critical		
PA.93	User defined account numbers or account range;	Critical		
PA.94	Other user-defined information.	Critical		
The system has the ability to generate reports that list expenditures by:				
PA.95	Fund or funding source;	Critical		
PA.96	Project number and name;	Critical		
PA.97	Department;	Critical		
PA.98	Division;	Critical		
PA.99	Unit (Cost Center);	Critical		
PA.100	Any account segment (or set of accounts) in the City's COA;	Critical		
PA.101	Location;	Critical		
PA.102	Assigned employees;	Critical		
PA.103	Inventory (including bulk);	Critical		

Project Accounting				
Req #	Description of Requirement	Criticality	Response	Comments
PA.104	Type;	Critical		
PA.105	Vendor;	Critical		
PA.106	Purchase order number;	Critical		
PA.107	Invoice number;	Critical		
PA.108	Check number; and	Critical		
PA.109	Other user-defined information.	Critical		
PA.110	The system has the ability to generate expenditure reports on all of the above criteria by date ranges.	Critical		
PA.111	The system has the ability to generate revenue reports on all of the above criteria by date ranges.	Critical		
PA.112	The system has the ability to generate balance sheet account reports on all of the above criteria by date ranges.	Critical		
The system has the ability to query on all data fields in the project accounting module in order to provide a user defined query screen including but not limited to:				
PA.113	Project original budget;	Critical		
PA.114	Project number and name;	Critical		
PA.115	Contract number (multiple);	Critical		
PA.116	Project current/amended budget;	Critical		
PA.117	Location;	Critical		
PA.118	Pre-encumbrances;	Critical		
PA.119	Encumbrances;	Critical		
PA.120	Expenditures;	Critical		
PA.121	Retainage based on a user defined criteria;	Critical		
PA.122	Available funds;	Critical		
PA.123	Revenues;	Critical		
PA.124	Vendor;	Critical		
PA.125	Purchase order number;	Critical		
PA.126	Year or other user-defined date range; and	Critical		
PA.127	Other user-defined information.	Critical		
PA.128	The system has the ability to report on resource time towards projects.	Critical		

Project Accounting				
Req #	Description of Requirement	Criticality	Response	Comments
PA.129	The system has the ability to allow modification to the detail level of report parameters, with appropriate security permissions.	Critical		
PA.130	The system has the ability to produce ad hoc reports.	Critical		

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Grant Management				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
GM.1	The system has the ability to provide a grant management module that is integrated with all other system modules.	Critical		
GM.2	The system has the ability to accommodate grant accounting.	Critical		
GM.3	The system has the ability to provide for multi-year grants.	Critical		
GM.4	The system has the ability to allow multiple grants to roll into one project.	Critical		
GM.5	The system has the ability to allow multiple grants to roll into one project, with the ability to track each grant separately.	Critical		
GM.6	The system has the ability to provide unique identifiers to grants.	Critical		
GM.7	The system has the ability to link City-defined grant numbers with issuing agency grant numbers.	Critical		
GM.8	The system has the ability to integrate with third-party grant management software systems (e.g., TX DOT and other agency systems).	Critical		
GM.9	The system has the ability to duplicate pre-existing grants to establish templates for new grants.	Critical		
GM.10	The system has the ability to allow files or images to be attached to a grant file.	Desired		
GM.11	The system has the ability to generate a repository/library of all documentation related to a grant that is all accessible from a single location.	Critical		
GM.12	The system has the ability to export all documentation for a specific grant to electronic format (i.e., during an audit).	Critical		
GM.13	The system has the ability to generate export files for the purpose of uploading data to third-party applications (e.g., State or Federal).	Critical		
GM.14	The system has the ability to allow grants to be established with multiple funding sources, with the ability to track funding sources separately.	Critical		

Grant Management				
Req #	Description of Requirement	Criticality	Response	Comments
GM.15	The system has the ability to track the use of program income prior to reimbursement.	Critical		
GM.16	The system has the ability to track the use of multi-year deferred revenue prior to reimbursement.	Critical		
GM.17	The system has the ability to accommodate the upload of information from third-party systems (i.e., MS Excel files).	Critical		
GM.18	The system has the ability to utilize workflow for the grant management process that has the capability to flow across other system modules/applications.	Critical		
Grant Applications				
The system has the ability to track grant application information including:				
GM.19	Grant number;	Critical		
GM.20	CFDA (Catalog of Federal Domestic Assistance) number;	Critical		
GM.21	Grant name;	Critical		
GM.22	Grant description;	Critical		
GM.23	User Defined Grant category (e.g., Federal, State, etc.);	Critical		
GM.24	User Defined Grant status;	Critical		
GM.25	Grantor;	Critical		
GM.26	Pass-through entity name;	Critical		
GM.27	Pass-through entity number;	Critical		
GM.28	Multiple grantor contacts, with the ability to identify as primary;	Critical		
GM.29	Grantor contact name;	Critical		
GM.30	Grantor contact address;	Critical		
GM.31	Grantor contact phone number;	Critical		
GM.32	Grantor contact email address;	Critical		
GM.33	Date of application submission;	Critical		
GM.34	Date of application approval or denial;	Critical		
GM.35	Original grant approval amount;	Critical		
GM.36	Grant budget;	Critical		
GM.37	Grant amendments;	Critical		
GM.38	Grant fiscal and calendar years;	Critical		
GM.39	Grant initiation date;	Critical		
GM.40	Grant expiration date;	Critical		

Grant Management				
Req #	Description of Requirement	Criticality	Response	Comments
GM.41	Responsible department(s);	Critical		
GM.42	Department contact;	Critical		
GM.43	Award date;	Critical		
GM.44	Contract number;	Critical		
GM.45	Contract award date;	Critical		
GM.46	Resolution number;	Critical		
GM.47	Original request amount;	Critical		
GM.48	Award amount; and	Critical		
GM.49	Other user-defined information.	Critical		
GM.50	The system has the ability to attach documents to the grant applications.	Critical		
GM.51	The system has the ability to record information related to local approval dates (Board approving, approval date, etc.).	Critical		
GM.52	The system has the ability to convert stored application data into a new grant upon approval.	Critical		
GM.53	The system has the ability to support configurable workflow routines to support the grant application process.	Critical		
GM.54	The system has the ability to retroactively link revenue or expenditures to any type of grant identifier without losing detail information about transaction history.	Critical		
Grant Tracking				
GM.55	The system has the ability to track CDBG (Community Development Block Grants).	Critical		
GM.56	The system has the ability to allocate a user defined percentage of the City's annual Community Development Block Grant to fund local public services.	Critical		
GM.57	The system has the ability to maintain a grant budget that is different and separate from all other budgets.	Critical		
GM.58	The system has the ability to link individual grant budgets to the City budget based on user preference.	Critical		
GM.59	The system has the ability to generate any indirect costs associated with a grant.	Critical		
GM.60	The system has the ability to support at least 50 different user defined types of grant categories.	Critical		

Grant Management				
Req #	Description of Requirement	Criticality	Response	Comments
GM.61	The system has the ability to support the configuration of different requirements by grant category.	Critical		
GM.62	The system has the ability to link grants to projects.	Critical		
GM.63	The system has the ability to link grants to projects in 1-to-1, 1-to-many and many-to-1 relationships.	Critical		
GM.64	The system has the ability to record all grant activity in the general ledger.	Critical		
GM.65	The system has the ability to track compliance of the grant through a City-defined checklist by individual grant.	Critical		
GM.66	The system has the ability to view and track all assets acquired through grant funding as indicated through the fixed asset module.	Critical		
GM.67	The system has the ability to accommodate user defined performance metrics associated with a grant.	Desired		
GM.68	The system has the ability to allow grant metrics to be established.	Desired		
GM.69	The system has the ability to integrate with third-party grant management software systems for the purpose of establishing grant metrics (e.g., TX DOT and other agency systems).	Critical		
GM.70	The system has the ability to track grant metrics associated with a pass-through/sub-grant.	Desired		
GM.71	The system has the ability to track grant activity by active fiscal year and all years within the grant contract. (e.g. across multiple fiscal years)	Critical		
GM.72	The system has the ability to track grant activity over the life of the grant.	Critical		
The system has the ability to record grant expenditure and revenue information including:				
GM.73	Funding source;	Critical		
GM.74	Grant project name;	Critical		
GM.75	Grant project number;	Critical		
GM.76	Activity;	Critical		
GM.77	Program number (e.g., CFDA number);	Critical		
GM.78	Fund;	Critical		
GM.79	Location;	Critical		
GM.80	Department;	Critical		
GM.81	Division;	Critical		

Grant Management				
Req #	Description of Requirement	Criticality	Response	Comments
GM.82	General ledger account numbers;	Critical		
GM.83	Purchase orders and encumbrances related to a specific grant;	Critical		
GM.84	Grant status codes (e.g., active, inactive and user-defined);	Critical		
GM.85	Work order;	Critical		
GM.86	Project;	Critical		
GM.87	Pass-through identifying number (i.e., sub-recipient);	Critical		
GM.88	Grantor; and	Critical		
GM.89	Other user-defined information.	Critical		
GM.90	The system has the ability to restrict grant expenditures not within grant dates.	Critical		
GM.91	The system has the ability to allow restriction on grant expenditures to be overridden, with appropriate security permissions.	Critical		
GM.92	The system has the ability to suspend a grant prior to completion.	Critical		
GM.93	The system has the ability to assign payroll expenses to a grant through integration with the City's payroll application.	Critical		
GM.94	The system has the ability to limit the application of payroll expense to grants through security permissions.	Critical		
GM.95	The system has the ability to separate actual expenditures against allowable expenditures.	Critical		
GM.96	The system has the ability to allow remaining funding to be setup as a new grant or grant program.	Critical		
GM.97	The system has the ability to allow the transfer of grant funding between City departments.	Critical		
Grant Reimbursements				
GM.98	The system has the ability to support the process of reimbursement requests for grants that are initially funded by the City.	Critical		
GM.99	The system has the ability to track all reimbursement requests through the life of the grant.	Critical		
GM.100	The system has the ability to track the number of reimbursement requests to ensure the number does not exceed a grant limit.	Critical		
GM.101	The system has the ability to allow "checklists" to be established to track the necessary documentation related to a reimbursement request.	Critical		
GM.102	The system has the ability to allow established "checklists" to be modified during the life of the grant with appropriate security permissions.	Critical		

Grant Management				
Req #	Description of Requirement	Criticality	Response	Comments
GM.103	The system has the ability to allow workflow routines to be established to manage the reimbursement request process.	Critical		
GM.104	The system has the ability to trigger notifications based on established timelines associated with the reimbursement request process.	Critical		
GM.105	The system has the ability to limit the reimbursement request to prescribed internal processes based on an established timeline.	Critical		
GM.106	The system has the ability to submit electronic check images as part of the reimbursement request process.	Critical		
GM.107	The system has the ability to submit electronic payment method images (EFT, ACH etc) as part of the reimbursement request process.	Critical		
GM.108	The system has the ability to electronically store the "final" documents	Critical		
Reporting				
GM.109	The system has the ability to generate reports for all grant history.	Critical		
GM.110	The system has the ability to generate reports for multiple grants that are not in sequential series (i.e., report by year, category etc).	Critical		
GM.111	The system has the ability to generate a report of all active and inactive grants.	Critical		
GM.112	The system has the ability to allow grant reports to be configured and stored.	Critical		
GM.113	The system has the ability to maintain a calendar or scheduling of required grant reports.	Critical		
GM.114	The system has the ability to accommodate at least 99 different grant report schedules.	Critical		
GM.115	The system has the ability to generate all state and federally required reports.	Critical		
The system has the ability to generate the following Federal Reports:				
GM.116	Five Year Consolidated Plan;	Critical		
GM.117	Action Plan; and	Critical		
GM.118	Consolidated Annual Performance and Evaluation Report.	Critical		
The system has the ability to query on all data fields in the grant management module in order to provide a user defined query screen including but not limited to:				
GM.119	Grant reimbursement budget;	Critical		
GM.120	Total budget;	Critical		
GM.121	Encumbrances;	Critical		
GM.122	Pre-encumbrances;	Critical		

Grant Management				
Req #	Description of Requirement	Criticality	Response	Comments
GM.123	Expenditures;	Critical		
GM.124	Revenues;	Critical		
GM.125	Amount billed budget;	Critical		
GM.126	Metrics associated with a grant; and	Critical		
GM.127	Other user-defined information.	Critical		
GM.128	The system has the ability to report on specific activity of a grant within a user-	Critical		
The system has the ability to generate the following reports:				
GM.129	Expenditures and revenues;	Critical		
GM.130	Sources of revenues;	Critical		
GM.131	Reimbursed costs;	Critical		
GM.132	Budget to actual costs;	Critical		
GM.133	Projected vs. actual budget;	Critical		
GM.134	Grants trial balance;	Critical		
GM.135	Pending approval grant funding;	Critical		
GM.136	Quarterly cash balance;	Critical		
GM.137	Monthly cash balance; and	Critical		
GM.138	Calculation of interest based on average daily cash balance.	Critical		
GM.139	The system has the ability to accommodate ad hoc (COTS) reporting.	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:				
	S: Feature/Function is included in the current software release.		T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.	
	F: Feature/Function will be available in a future software release.			
	C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.			
	N: Feature/Function cannot be provided.			
Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
Contract Management				
CM.1	The system has the ability to design an unlimited number of standard and exception notification parameters in the contract expiration process (e.g., notification to Purchasing if certain information hasn't been received 10 days before expiration).	Critical		
CM.2	The system has the ability to maintain standard contract type template (minimum of 10).	Critical		
CM.3	The system has the ability to maintain contract status types (i.e. waiting for legal approval).	Critical		
CM.4	The system has the ability to provide a wizard to build contract document that is merged into City's standard contract types.	Critical		
CM.5	The system has the ability to provide workflow for approval of contract with digital signatures.	Critical		
CM.6	The system has the ability to provide automatic renewal of contracts for a period of years that auto renew if no action by City.	Critical		
CM.7	The system has the ability to provide a contract review status and date fields for each status that are maintained for each review status.	Critical		
CM.8	The system has the ability to support various contract periods, including multiple year contracts (i.e., those that span fiscal and/or calendar years).	Critical		
CM.9	The system has the ability to control, record, and track contract limits at user-specified (e.g., Division) levels of detail over the life of the contract.	Critical		
CM.10	The system has the ability to flag and/or suspend approval of change orders that require budget changes (greater than a certain user-defined percentage and/or dollar amount change over original amount).	Critical		
CM.11	The system has the ability to automate the closing and encumbering of contracts from one fiscal year to the next.	Critical		

Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
CM.12	The system has the ability to encumber only a portion of a contract.	Critical		
CM.13	The system has the ability to generate notifications to vendors and user agencies (in a user-defined format), when milestones or thresholds are met (e.g., tax exempt certification, insurance expiration date).	Critical		
CM.14	The system has the ability to automatically assign a unique identification number to a contract sequentially.	Critical		
CM.15	The system has the ability to trigger alerts based on all user-defined thresholds when a certain dollar amount of the contract is used (e.g., 75%).	Critical		
CM.16	The system has the ability to trigger alerts based on all user-defined thresholds when a certain period of time has elapsed (e.g., 75%).	Critical		
CM.17	The system has the ability to accommodate user-defined contract alerts for key dates (renewal, expiration, rebid, etc.).	Critical		
CM.18	The system has the ability to drill down from contracts to Invitation For Bid/Request for Proposal.	Critical		
CM.19	The system has the ability to set automated escalation charges that drive automatic contract pricing changes.	Critical		
CM.20	The system has the ability to provide various agreement levels (e.g., general, product class, and product) that can be modified with appropriate security permissions.	Critical		
The system has the ability to support a cross-reference mechanism that connects contracts to the following:				
CM.21	Projects;	Critical		
CM.22	Grants;	Critical		
CM.23	Bids;	Critical		
CM.24	Requisitions;	Critical		
CM.25	Purchase Orders;	Critical		
CM.26	Accounts Payable;	Critical		
CM.27	Vendor File; and	Critical		
CM.28	Attachments associated with the contract.	Critical		
CM.29	The system has the ability to include a change-order function that allows the addition, listing, and tracking of change orders.	Critical		
CM.30	The system has the ability to note contract amendments, including date and source.	Critical		

Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
CM.31	The system has the ability to provide vendor performance tracking by contract.	Critical		
CM.32	The system has the ability to track different types of contracts including payments connected with deliverables, close-out, and other administrative management.	Critical		
CM.33	The system has the ability to track budget compared to work authorized and completed.	Critical		
CM.34	The system has the ability to notify a user if another contract exists for that commodity.	Critical		
CM.35	The system has the ability to keep track of historical contract costs that may be used for doing comparison and future estimating when reviewing new contracts for the same or similar services.	Critical		
The system has the ability to maintain contract information, including but not limited to:				
CM.36	Vendor;	Critical		
CM.37	Description;	Critical		
CM.38	Dollar value;	Critical		
CM.39	Payment bonds;	Critical		
CM.40	Performance bonds;	Critical		
CM.41	Contract type; and	Critical		
CM.42	Dates.	Critical		
CM.43	The system has the ability to track deliverables and invoice payments based on a contract or vendor.	Critical		
CM.44	The system has the ability to search by contract number, vendor name, project file number, project manager, CIP number, purchase order number, contract name, buyer and/or commodity (and any other field).	Critical		
CM.45	The system has the ability to maintain contract history.	Critical		
CM.46	The system has the ability to track insurance information for vendors.	Critical		
CM.47	The system provides the ability to allow a user to establish City-defined contract types.	Critical		
CM.48	The system has the ability to attach vendor contracts and agreements (e.g., leases, development agreements, and inter-governmental agreements).	Critical		

Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
CM.49	The system has the ability to attach many and/or large volume documents to a contract.	Critical		
CM.50	The system has the ability to easily retrieve documents from the City's document management system.	Critical		
CM.51	The system has the ability to show current encumbrances and pre-encumbrances and the associated purchase orders.	Critical		
CM.52	The system has the ability to calculate and track liquidated damages.	Critical		
CM.53	The system has the ability to calculate and track incentives/retainages.	Desired		
CM.54	The system has the ability to store contract documents electronically.	Critical		
CM.55	The system has the ability to store contract documents electronically based on Texas State Library and Archives Commission standards.	Critical		
CM.56	The system has the ability to track spending based on user-defined criteria (including but not limited to year-to-date, inception-to-date, and by department).	Critical		
CM.57	The system has the ability to track prime contractors and associated sub contractors.	Critical		
CM.58	The system has the ability to support cost-reimbursable, fixed-fee contracts.	Critical		
CM.59	The system has the ability to convert boiler-plate procurement data into contract data once an award is made.	Critical		
CM.60	The system has the ability to store contracts and the contract is linked to the vendor profile.	Critical		
CM.61	The system has the ability to support the workflow process for change orders with digital signature approval.	Critical		
CM.62	The system has the ability to archive closed contracts and retrieve them when needed.	Critical		
CM.63	The system has the ability to create and track standing/open order contracts and the ongoing associated dollar amount per account.	Critical		
CM.64	The system has the ability to create and track standing/open order contracts and the original, on order, and amount remaining.	Critical		
CM.65	The system has the ability to allow multiple contracts per vendor, multiple items per contract, contracts with multiple vendors, and multiple dates.	Critical		

Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
CM.66	The system has the ability to trigger a user-defined alert of necessary updates or changes to existing documents based on the occurrence of certain events (including but not limited to update contract when name changes, insurance renewals, and dollar limits).	Critical		
CM.67	The system has the ability to close and reopen contracts across fiscal years, based on appropriate user permissions.	Critical		
CM.68	The system has the ability to link single or multiple contract GL accounts to individual projects or grants.	Critical		
CM.69	The system has the ability to provide default retainage percentage and/or amount for projects and contractors.	Critical		
CM.70	The system has the ability to support a user-defined, multi-level retainage structure.	Critical		
CM.71	The system has the ability to log requests and amounts for proposed contract amendments (change orders), using workflow by project code (CIP number) as well as by bid line items or amounts.	Critical		
CM.72	The system has the ability to identify contract amendments either as quantity, rate, schedule, or scope change.	Critical		
CM.73	The system has the ability to track all requirements and compliance for Federally funded projects.	Critical		
CM.74	The system has the ability to send notification to a user of a contract expiration with the ability for user to set the number of days prior to expiration notification should be made.	Critical		
CM.75	The system has the ability to send notification to a user of a insurance expiration with the ability for user to set the number of days prior to expiration notification should be made.	Critical		
CM.76	The system has the ability to allow contracts to integrate with accounts receivable module for billing and collection purposes (e.g., rent to the City for buildings, etc.).	Critical		
CM.77	The system has the ability to track performance and payment bond claims associated with contracts.	Critical		
CM.78	The system has the ability to track liens on vendors.	Critical		
CM.79	The system has the ability to track the status of a contracted project that is not funded by the City but is subject to City requirements (e.g., subdivisions, utility permits, sidewalk permits, etc.)	Critical		
Bid Management				

Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
CM.80	The system has the ability to convert a requisition to a bid.	Critical		
CM.81	The system has the ability to provide user defined bid types (i.e. RFP, RFQ, Quote, etc.)	Critical		
CM.82	The system has the ability to allow bids to be downloaded from the bid system.	Critical		
CM.83	The system has the ability to allow registered vendors to receive email notifications of bid opportunities to be downloaded.	Critical		
CM.84	The system has the ability to accommodate web-based bid submission.	Critical		
CM.85	The system has the ability to generate a list of potential bidders in the vendor file based on commodity codes associated with their vendor profile.	Critical		
CM.86	The system has the ability to generate a list of potential bidders based on any level of the commodity code.	Critical		
CM.87	The system has the ability to provide a "wizard" to aid users in the development of RFPs, RFQ's, quotes, bids and other City solicitation documents.	Critical		
CM.88	The system has the ability to maintain a catalog of previously developed City RFP, RFQ, Quote, Bids, and other City solicitation documents.	Critical		
CM.89	The system has the ability to interface online to post RFPs, RFQ's, quotes, bids, and other City solicitation documents	Critical		
CM.90	The system has the ability to create a tabulation of bids received.	Critical		
CM.91	The system has the ability to require vendors to electronically register prior to bidding.	Critical		
CM.92	The system has the ability to require certain forms to be completed to register in the system.	Critical		
CM.93	The system has the ability to allow the administrator to determine file type and size that can be uploaded/attached to bids.	Critical		
CM.94	The system has the ability to allow the bidder to update company and commodity information and manage what is sent to them.	Critical		
CM.95	The system has the ability to send out system generated email notifications when a new bid in a bidders category/commodity is available to bid.	Critical		
CM.96	The system has the ability for staff to query entire vendor database for skill sets or key word matches.	Critical		

Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
CM.97	The system has the ability to allow registered vendors to access and view a summary description of bid documents and specifications online.	Critical		
CM.98	The system has the ability, prior to bid closing, to allow registered vendors to submit multiple files when requested by the City, online.	Critical		
CM.99	The system has the ability to time stamp when the addenda has been downloaded by the bidder.	Critical		
CM.100	The system has the ability to time stamp when the bid has been downloaded by the bidder.	Critical		
CM.101	The system has the ability to time stamp when the bid was submitted by the bidder.	Critical		
CM.102	The system has the ability to allow bidders to modify their electronic bid prior to bid closing time.	Critical		
CM.103	The system has the ability to allow City staff to flag a bid as an electronic or manual (paper copies accepted) bid.	Critical		
CM.104	The system has the ability to allow bidders to complete forms electronically in the system.	Critical		
CM.105	The system has the ability to accept electronic signatures from vendors on forms in the system through dual authentication.	Critical		
CM.106	The system has the ability to complete standard forms utilizing user/administrator designated fields to attach to bids.	Critical		
CM.107	The system has the ability to tabulate cost based on established criteria.	Critical		
CM.108	The system has the ability to produce notification letters to unsuccessful bidders.	Critical		
CM.109	The system has the ability to detect/report incomplete bids that are submitted.	Critical		
CM.110	The system has the ability to post addenda and automatically notify registered bidders (who downloaded the bid) related to bids in the system.	Critical		
CM.111	The system has the ability for staff to input results of bid award.	Critical		
CM.112	The system has the ability for staff to input current status of bid (i.e. under evaluation etc.)	Critical		
CM.113	The system has the ability for the staff to designate the way the totals will be calculated when creating the bid.	Critical		
CM.114	The system has the ability to allow the bidder to enter the detail amounts that make up the total system calculated bid.	Critical		

Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
CM.115	The system has the ability for users to flag confidential documents.	Critical		
CM.116	The system has the ability for administrator to set security restrictions for users that are able to view confidential documents.	Critical		
CM.117	The system has the ability for bidders to login and check status of bid.	Critical		
CM.118	The system provides the ability for automatic notifications of bid opportunities, addenda, tabulations, and bid awards.	Critical		
CM.119	The system provides the ability for City staff to be notified when questions have been submitted by vendors online.	Critical		
CM.120	The system has the ability to allow vendors to ask questions and receive notification of answers posted in Q&A docs online.	Critical		
CM.121	The system has the ability to allow City staff to post Q&A responses with an option to notify (or not notify) vendors that downloaded the bid of a posted response.	Critical		
CM.122	The system has the ability to automatically move a bid from active to expired allowing expired bids to still be viewed.	Critical		
CM.123	The system has the ability to document attendance at the pre-bid conference by posting signed attendance sheets from the pre-bid meeting.	Critical		
CM.124	The system has the ability to forward the bids to the appropriate staff electronically within the system.	Critical		
CM.125	The system has the ability for system generated notifications to email users.	Critical		
CM.126	The system has the ability to track system generated correspondence.	Critical		
CM.127	The system has the ability to maintain a database of historic bid tabulations.	Critical		
CM.128	The system has the ability to retain the bid records in the system for a minimum of 5 years.	Critical		
CM.129	The system has the ability to solicit bids for a project occurring in a future fiscal year.	Critical		
The system has the ability to accommodate competing bid summaries that include the following information:				
CM.130	Vendor name;	Critical		
CM.131	Vendor address;	Critical		
CM.132	Vendor contact person;	Critical		

Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
CM.133	Phone numbers;	Critical		
CM.134	Fax numbers;	Critical		
CM.135	Email addresses;	Critical		
CM.136	Contact date;	Critical		
CM.137	Descriptive item text;	Critical		
CM.138	Dollar amount;	Critical		
CM.139	Comments/notes; and	Critical		
CM.140	Other, user-defined.	Critical		
CM.141	The system has the ability to allow users to configure custom bid lists with a variety of the above data points.	Critical		
Vendor Self-Service				
CM.142	The system has the ability to allow on-line vendor registration.	Critical		
CM.143	The system should provide an on-line vendor self-service interface that is integrated with other system modules including (but not limited to) the following: Purchasing, Contract Management, Accounts Payable.	Critical		
CM.144	The system has the ability to allow user-friendly on-line vendor registration.	Critical		
CM.145	The system has the ability to allow vendors to view transaction history using the on-line self-service system.	Critical		
The system has the ability to allow vendors to update the following information within the vendor self-service portal:				
CM.146	Doing Business As (DBA) Name;	Critical		
CM.147	Prior/Historical Name;	Critical		
CM.148	Type of vendor (i.e., corporation 1099, individual);	Critical		
CM.149	Vendor tax ID;	Critical		
CM.150	User-defined vendor fields (multiple);	Critical		
CM.151	Address (multiple);	Critical		
CM.152	Email addresses (multiple);	Critical		
CM.153	Designated point of contact;	Critical		
CM.154	Primary contact information (i.e. email address, phone, fax, etc.)	Critical		
CM.155	Primary sales contact information (i.e. email address, phone, fax, etc.)	Critical		

Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
CM.156	Commodity code;	Critical		
CM.157	Vendor certifications (i.e. MWMB, HUB, etc); and	Critical		
CM.158	ACH, routing, and bank information.	Critical		
CM.159	The system has the ability to trigger electronic notifications to designated City staff when a vendor file is updated through the vendor self-service portal.	Critical		
CM.160	The system has the ability to require City approval of updates to designated vendor fields (i.e., Vendor tax ID, DBA name, and bank information).	Critical		
CM.161	The system has the ability to trigger workflow when an update is made within the vendor self-service portal to a field that requires City approval.	Critical		
Reporting				
CM.162	The system has the ability to allow ad hoc reporting on any field within the contract management module.	Critical		
CM.163	The system has the ability to track and report on the start date of each contract.	Critical		
CM.164	The system has the ability to track and report on the notice to proceed of each contract.	Critical		
CM.165	The system has the ability to track and report on substantial completion.	Critical		
CM.166	The system has the ability to track and report on user defined milestones.	Critical		
CM.167	The system has the ability to track and report on the end date of each contract.	Critical		
CM.168	The system has the ability to track and report expenditures for each individual contract, including budget to actual comparisons by user-defined period (i.e., monthly, quarterly, daily, contract year, fiscal year, contract term, etc.).	Critical		
CM.169	The system has the ability to track and report on standard bid items and their average costs.	Critical		
CM.170	The system has the ability to produce a system generated list of all bids in the order that the user defines.	Critical		
CM.171	The system has the ability to produce a system generated report of bidder history.	Critical		

Contract Management and Vendor Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
CM.172	The system has the ability to report bid information associated with a project.	Critical		
CM.173	The system has the ability to create a bid list report that would include project descriptions, pre-bid meeting dates, project number, buyer information, bid opening dates, office where bid is opened, project manager, awarded bidder, council approval date, estimated cost, and type of project.	Critical		
CM.174	The system has the ability to create a printable system generated bid notification list with the bids listed in the order that the staff designates.	Critical		
CM.175	The system has the ability to create a printable system generated bid download list with the bids listed in the order that the staff designates.	Critical		
CM.176	The system has the ability to generate a public report of the bid results immediately after bid opening.	Critical		
CM.177	The system has the ability to generate a report of download activity by document type and user.	Desired		
CM.178	The system has the ability to generate a report by bid number including all bid information.	Critical		
CM.179	The system has the ability to track and report minority vendors (e.g. DBE/MBE) to satisfy state compliance requirements.	Critical		
CM.180	The system has the ability to export bid information as defined by the City to MS Excel.	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators: S: Feature/Function is included in the current software release. F: Feature/Function will be available in a future software release. C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. N: Feature/Function cannot be provided.				
Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
HR.1	The system has the ability to provide an employee central/master file that is the single source of employee records in which all other system modules interact with.	Critical		
HR.2	The system integrates with the financial and payroll modules.	Critical		
HR.3	The system has the ability to provide workflow functionality to support Human Resources management processes, including (but not limited to) personnel actions, new hire on-boarding, employee termination activities, discipline, grievances, and performance management.	Critical		
The system has the ability to maintain a contact log to record conversations and correspondence with employees and maintains, at a minimum, the following information:				
HR.4	Contact person;	Critical		
HR.5	Date and time of contact;	Critical		
HR.6	Means of contact (e.g., phone, email, etc.); and	Critical		
HR.7	Nature of the contact	Critical		
HR.8	Information collected as a result of contact.	Critical		
HR.9	The system has the ability to track contracts and in particular insurance certificates for contractors doing business with the City.	Desired		
HR.10	The system has the ability to provide notification of certificates that need renewal or will soon expire.	Critical		
HR.11	The system has the ability to maintain an audit log of all personnel changes.	Critical		
HR.12	The system has the ability to process personnel transactions for multiple organizational units (mass changes).	Critical		
HR.13	The system has the ability to make mass changes on employee data based on reorganizations (reassign departments or divisions.)	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.14	The system has the ability to provide a date-based personnel system that allows "personnel/employee actions" to be automatically triggered based upon effective dates.	Critical		
HR.15	The system has the ability to provide a notification to a manager(s) based on effective date for step increase.	Critical		
HR.16	The system has the ability to provide a notification to a manager(s) in advance of the step increase.	Critical		
HR.17	The system has the ability to record personnel related transactions and activity, and provides an ability to view and/or print any electronic approval or action that has been taken.	Critical		
The system has the ability to set up and establish rules, workflows, and track changes for the following Personnel Actions:				
HR.18	New Hire;	Critical		
HR.19	Transfer;	Critical		
HR.20	Promotion;	Critical		
HR.21	Rehire;	Critical		
HR.22	Retirement;	Critical		
HR.23	Separation;	Critical		
HR.24	Dismissal;	Critical		
HR.25	Probationary Period (Introductory Period);	Critical		
HR.26	Demotion;	Critical		
HR.27	Discipline;	Critical		
HR.28	Longevity (i.e. duration of time in current position);	Critical		
HR.29	Service Years; and	Critical		
HR.30	Other.	Critical		
HR.31	The system has the ability to automatically initiate an onboarding notification and/or workflow process for new hires (i.e. uniforms, tools, incidentals)	Critical		
HR.32	The system has the ability to transfer employees across departments.	Critical		
HR.33	The system has the ability to request and accept electronic credit and background checks from outside agencies.	Desired		
HR.34	The system has the ability to initiate an automated notification to all necessary parties when an employee is terminated.	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.35	The system has the ability to assign a funding source and/or project number to each employee.	Critical		
HR.36	The system has the ability to record and search on alias/alternate names.	Critical		
HR.37	The system has the ability to manually assign or automatically generate an employee number.	Critical		
HR.38	The system has the ability to provide online inquiry to the personnel master file by employee number, by employee name, or user defined criteria with appropriate security restrictions.	Critical		
HR.39	#####	Critical		
HR.40	The system has the ability to scan and store employee images (photos).	Critical		
HR.41	The system has the ability to scan, link or upload different types of documents and associate them with an employee.	Critical		
HR.42	The system has the ability to provide work flow for approval process at multiple approval levels with date/time/ID stamp for electronic signature.	Critical		
HR.43	The system has the ability to provide mass pay increase functionality by percentage amount or dollars.	Critical		
HR.44	The system has the ability to update salary grade ranges and steps amounts by percentage or flat dollar amounts.	Critical		
HR.45	The system has the ability to archive and easily retrieve on-line employee records for up to 50 years after retirement/termination, with various time periods based upon the records (e.g. audit records, asset records, etc.).	Desired		
HR.46	The system has the ability to archive and easily retrieve on-line employee records for up to 20 years after retirement/termination, with various time periods based upon the records (e.g. audit records, asset records, etc.).	Critical		
HR.47	The system has the ability to specifically mark records to prevent deletion based on standard record retention policies.	Critical		
HR.48	The system has the ability to assign role-based security to a position and/or an individual user to control what employee information is accessible.	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.49	The system has the ability to flag certain employees personnel files as	Critical		
HR.50	The system has the ability to approve temporary access to an employee file or other records by department (e.g. if a department needs to hire from another department and needs access to performance reviews).	Critical		
HR.51	The system has the ability to define workload restrictions for each employee. These could include number of hours between shifts, maximum hours worked per regular shift, maximum overtime hours per time period.	Desired		
Employee Central/Master File Data				
HR.52	The system has the ability to set up an employee master file for each employee.	Critical		
HR.53	The system has the ability to maintain a unique employee number for each person regardless of their employment status within the system (i.e. termination, reinstatement, retirement).	Critical		
The system has the ability to maintain and track at a minimum the following employee data, with effective dating, for each employee:				
HR.54	Employee Number;	Critical		
HR.55	Last Name;	Critical		
HR.56	First Name;	Critical		
HR.57	Middle Name;	Critical		
HR.58	Name Suffix;	Critical		
HR.59	Preferred Name;	Desired		
HR.60	Maiden/Former Name/Aliases/Nicknames;	Critical		
HR.61	Sex;	Critical		
HR.62	Race/Ethnicity;	Critical		
HR.63	Social Security number;	Critical		
HR.64	Date of Birth;	Critical		
HR.65	Marital Status;	Critical		
HR.66	If married, identify if spouse works for City;	Critical		
HR.67	If married, marriage date;	Critical		
HR.68	Relationship with other City employees;	Critical		
HR.69	If relationship, employee name and position;	Critical		
HR.70	Background check (state, federal);	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.71	Badge Number (i.e.: officer badge);	Desired		
HR.72	Multiple Telephone Numbers;	Critical		
HR.73	Work Phone;	Critical		
HR.74	Multiple Addresses (including mailing address);	Critical		
HR.75	Multiple E-Mail Addresses;	Critical		
HR.76	Multiple Seniority Dates;	Critical		
HR.77	US Citizen;	Critical		
HR.78	Veteran Status (user defined list of values);	Critical		
HR.79	Retired (Y/N);	Critical		
HR.80	Worker's Compensation SIC code;	Critical		
HR.81	W-4 and Indicators;	Critical		
HR.82	Drivers License Class (multiple user defined);	Critical		
HR.83	Drivers License Expiration Date;	Critical		
HR.84	Drivers License Issue Date;	Critical		
HR.85	Drivers License Number;	Critical		
HR.86	Drivers License Restrictions;	Desired		
HR.87	Drivers License State;	Critical		
HR.88	Drivers License Type (Class A, B, C, Chauffeur, etc.);	Critical		
HR.89	Driving Restrictions (glasses, night driving, etc.);	Desired		
HR.90	Vehicle Insurance Information;	Desired		
HR.91	Multiple Emergency Contacts;	Critical		
HR.92	Equipment issued to employees (phone, laptop, keys etc.) and track asset tag number where applicable;	Critical		
HR.93	Certifications and Licenses;	Critical		
HR.94	Credential Information;	Critical		
HR.95	Educational Degrees;	Critical		
HR.96	College(s) attended;	Desired		
HR.97	High school diploma;	Critical		
HR.98	Highest level of education completed;	Critical		
HR.99	Immigration Status (I9);	Critical		
HR. 100	Spouse and Dependent Information - Address (multiple - user definable);	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.101	Spouse and Dependent Information - Dependent/Beneficiary Indicator (Dependent, Beneficiary, Both, etc.);	Critical		
HR.102	Other User Defined;	Critical		
HR.103	The system has the ability to allow an unlimited number of employee file user-defined fields.	Critical		
HR.104	The system has the ability to allow multiple departments to assign assets to an employee.	Critical		
HR.105	The system has the ability to provide checklists for employee hire and termination process to ensure all steps are completed (checklist should include policy and agreement documents).	Critical		
HR.106	The system has the ability to maintain name change history.	Critical		
HR.107	The system has the ability to search by credentials, such as license or self-reported skills/abilities for employees (i.e. in the case of a pandemic outbreak a department may need to search for employees with specific credentials such as license to fill a position).	Desired		
HR.108	The system has the ability to provide a termination process checklist.	Critical		
HR.109	The system has the ability to provide all personnel transaction processing (new hire, term, etc.) across multiple functional areas so that a single process includes employment, payroll, benefits, etc.	Critical		
HR.110	The system has the ability to default specified Job Code data (e.g., pay grade & schedule, probation length) to new position and employee record, with ability for default values to be overridden by the user.	Critical		
HR.111	The system has the ability to transfer an employee to a different department/division or payroll group without re-entering the entire employee file.	Critical		
HR.112	The system has the ability to track probationary period and performance review schedule separately by position.	Critical		
HR.113	The system has the ability to prevent a performance/step increase due to	Critical		
Job Requisitions				
HR.114	The system has the ability to generate electronic requisitions to fill position	Critical		
The system has the ability to generate electronic requisitions to fill vacancies, containing:				
HR.115	Department Number;	Critical		
HR.116	Division;	Critical		
HR.117	Location;	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.118	Shift;	Critical		
HR.119	Position number;	Critical		
HR.120	Job/Position title;	Critical		
HR.121	Role title;	Critical		
HR.122	Working title (optional);	Critical		
HR.123	Job category (selected from drop down box);	Critical		
HR.124	Class code;	Critical		
HR.125	Status (unclassified/classified, permanent/temporary);	Critical		
HR.126	Position classification (selected from drop down box);	Critical		
HR.127	Reason for vacancy (e.g., promotion, transfer, termination, etc.);	Critical		
HR.128	Date vacancy created;	Critical		
HR.129	Date needed;	Critical		
HR.130	Closing date (date field);	Critical		
HR.131	Open until filled (Yes/No);	Critical		
HR.132	Pay Grade;	Critical		
HR.133	Salary range;	Critical		
HR.134	Budget account codes;	Critical		
HR.135	Recruitment Type (general public, City only, department only);	Critical		
HR.136	Classified/Unclassified;	Critical		
HR.137	Exempt/non-exempt status;	Critical		
HR.138	User-defined special requirements for the position (e.g., CDL);	Critical		
HR.139	Hiring officer/Division Director;	Critical		
HR.140	Contact name;	Critical		
HR.141	Contact phone;	Critical		
HR.142	Other Contact Information;	Critical		
HR.143	Eligibility lists;	Critical		
HR.144	Eligibility effective and expiration dates;	Critical		
HR.145	Requisition Status Update (close, re-open, or update requisition);	Critical		
HR.146	Other user-defined fields.	Critical		
HR.147	The system has the ability to, upon creation of a job requisition, create a system-generated requisition number and creation date based on the system date (real date).	Critical		
The system has the ability to support the following types of job openings:				

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.148	Promotions;	Critical		
HR.149	Internal Postings;	Critical		
HR.150	External Postings;	Critical		
HR.151	Other user-defined.	Critical		
HR.152	The system has the ability to track and maintain single or multiple funding sources for each position.	Critical		
HR.153	The system has the ability to restrict user access to requisitions according to user-defined authorization rules.	Critical		
The system has the ability to allow authorized users to view and sort all job requisitions on various fields, including (but not limited to):				
HR.154	Requisition number/ID;	Critical		
HR.155	Requisition creation date;	Critical		
HR.156	Requisition status (open/closed); and	Critical		
HR.157	Filled requisitions.	Critical		
HR.158	Other user-defined.	Critical		
HR.159	The system has the ability to ensure appropriate approvals have been received on position requests.	Critical		
HR.160	The system has the ability to set a user-defined job posting time period.	Critical		
HR.161	The system has the ability to automatically close a requisition at 5:00 p.m. to reflect the close of business for the requisition closing date.	Critical		
HR.162	The system has the ability to permit authorized users to close or delete a requisition manually.	Critical		
HR.163	The system has the ability to automatically close the requisition when the	Critical		
HR.164	The system has the ability to automatically track "Date of last update,"	Critical		
HR.165	The system has the ability to notify requestor when position has been approved and initiate other related events (e.g., recruitment process).	Critical		
Application Data				
The system has the ability to maintain, at a minimum, the following applicant data:				
HR.166	Date of application;	Critical		
HR.167	Time of application;	Critical		
HR.168	Applicant Name;	Critical		
HR.169	Driver's License Number;	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.170	Driver's License State Issued;	Critical		
HR.171	Driver's License Class;	Critical		
HR.172	Source of application information;	Critical		
HR.173	Relatives employed by City;	Critical		
HR.174	Veteran Status or Military Service;	Critical		
HR.175	Address;	Critical		
HR.176	Phone number/s;	Critical		
HR.177	Email address/es;	Critical		
HR.178	Positions applied/referred for;	Critical		
HR.179	Ability to be legally employed in the USA (Y/N);	Critical		
HR.180	Reference detail;	Critical		
HR.181	Attached resume (Word or pdf);	Critical		
HR.182	Criminal background information;	Critical		
HR.183	Previous employment information;	Critical		
HR.184	Previously employed by the City (Y/N);	Critical		
HR.185	Education;	Critical		
HR.186	Certificates/licensure;	Critical		
HR.187	Supplemental Questions (i.e. position specific);	Critical		
HR.188	Results of required tests; and	Critical		
HR.189	Other user-defined.	Critical		
The system has the ability to track EEO data for use in statistical analysis and reporting, including but not limited to:				
HR.190	Requisition Number;	Critical		
HR.191	Interviewed Flag;	Critical		
HR.192	Applicant name;	Critical		
HR.193	Applicant ID;	Critical		
HR.194	Applicant Record Number;	Critical		
HR.195	Applicant address;	Critical		
HR.196	Home phone;	Critical		
HR.197	Application received date;	Critical		
HR.198	Email address;	Critical		
HR.199	Race;	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.200	Sex;	Critical		
HR.201	Date of Birth;	Critical		
HR.202	Department;	Critical		
HR.203	Highest grade completed;	Critical		
HR.204	GED;	Critical		
HR.205	GPA;	Critical		
HR.206	Can we call references;	Critical		
HR.207	Post high school education;	Critical		
HR.208	Recruiting Source;	Critical		
HR.209	Hired Flag;	Critical		
HR.210	Pay Band; and	Critical		
HR.211	Other user-defined fields.	Critical		
HR.212	The system has the ability to store EEO data separate from the applicant record.	Critical		
HR.213	The system has the ability to restrict access to EEO data to authorized users	Critical		
HR.214	The system has the ability to populate EEO data by electronic submissions from applicant record and requisition data.	Critical		
HR.215	The system has the ability to save EEO data upon initial entry for user's profile with blocks prefilled for multiple application submissions.	Critical		
HR.216	The system has the ability to track ADA accommodations with an applicant.	Critical		
HR.217	The system has the ability to support EEO and ADA analysis.	Critical		
HR.218	The system has the ability to flag an employee record upon SSN validation,	Critical		
Online Employment Application				
HR.219	The system has the ability to allow job posting web screens to be customized to match the City website in format, presentation, and other characteristics as defined by the City.	Critical		
HR.220	The system has the ability to promote the selected applicant to the vacant position, without having to re-enter employee information or attach associate documentation such as resume or certifications.	Critical		
HR.221	The system has the ability to provide an online employment application interface.	Critical		
HR.222	The system has the ability to restrict user-access through use of user-ID and password.	Critical		
HR.223	The system has the ability to provide online completion of application on any	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.224	The system has the ability to provide City users the ability to access system on any Internet-enabled computer through a web browser.	Critical		
HR.225	The system has the ability to administer password changes and revisions to support applicant needs.	Critical		
The system has the ability to provide applicants with an interface with a variety of functions, including but not limited to:				
HR.226	Instructions for system use;	Critical		
HR.227	Create new employment application;	Critical		
HR.228	Print job posting;	Critical		
HR.229	Print application; and	Critical		
HR.230	Save application.	Critical		
HR.231	The system has the ability to allow applicants to retrieve and print previously created applications.	Critical		
HR.232	The system has the ability to allow applicants to save their own application data for future retrieval (using user-ID and password).	Critical		
HR.233	The system has the ability to allow applicants to submit one application per open requisition.	Critical		
HR.234	The system has the ability to allow applicants to submit multiple applications without re-entering information.	Critical		
HR.235	The system has the ability to require that all applications correspond to an	Critical		
HR.236	The system has the ability to indicate job interest based upon skills with the ability to notify applicants of vacancies when they become available.	Critical		
HR.237	The system has the ability to allow City staff to define skill attributes for each position.	Critical		
HR.238	The system has the ability to allow online applicants to define certain skill attributes providing for the ability to notify them for specific vacancies.	Critical		
HR.239	The system has the ability to allow City staff to define the duration of applicant interest.	Critical		
HR.240	The system has the ability to allow applicants to update previously created and saved applications.	Critical		
HR.241	The system has the ability to allow applicants to review applications prior to submittal.	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.242	The system has the ability to allow applicants to search posted jobs before and after submitted applications.	Critical		
HR.243	The system has the ability to allow applicants to save information and return later to complete and/or update their application.	Critical		
HR.244	The system has the ability to allow customized supplemental questions/sections option as determined by the City.	Critical		
HR.245	The system has the ability to allow applicants to attach supplement	Critical		
HR.246	The system has the ability to track, maintain, and notify applicants of application status (e.g., application received, meets/does not meet qualifications, vacancy filled, referred for interview, vacancy cancelled).	Critical		
HR.247	The system has the ability to allow applicants to check the status of their application.	Critical		
Applicant Screening				
HR.248	The system has the ability to track applicant exams including but not limited to written, oral, performance, physical agility, training, and experience ratings.	Critical		
HR.249	The system has the ability to import test data/results to applicant record from external systems (i.e. Scantron, Critical).	Critical		
HR.250	The system has the ability to allow examinations to consist of a combination of a variety of types of tests (e.g., both written and oral needed).	Critical		
HR.251	The system has the ability to allow a user-defined weight for each component.	Desired		
HR.252	The system has the ability to allow a user-defined overall passing score or separate passing scores for various parts of the examination.	Critical		
HR.253	The system has the ability to allow single or aggregate exam scores to extend to four decimal places.	Critical		
HR.254	The system has the ability to allow user-defined conditions for the application of flat rate or percentage point (e.g., extra points for veterans).	Critical		
HR.255	The system has the ability to ensure that candidates who are invited to test must pass each portion of the exam process in order to be certified to the eligibility list.	Critical		
HR.256	must pass each portion of the exam process in order to move forward in the	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.257	The system has the ability to provide each applicant with a notice of the final grade and relative standing on the employment list or failure to attain a place on the list.	Critical		
HR.258	The system has the ability to interface with E-Verify (or other Federal immigration systems)	Critical		
The system has the ability to provide the establishment of employment lists under three categories:				
HR.259	Eligibility lists in rank order;	Critical		
HR.260	Promotional lists in rank order; and	Critical		
HR.261	Re-employment lists in seniority order.	Desired		
HR.262	The system has the ability to place the names of eligible candidates on promotional lists and eligibility lists in the order of their grades.	Critical		
HR.263	The system has the ability rank names in order of relative rating received in the most heavily weighted portion of the examination if identical grades are received.	Desired		
HR.264	The system has the ability to break a tie based on the filing date and time of the application.	Desired		
HR.265	The system has the ability to preclude applicants from being re-tested for regular, full-time positions if they fail to pass their written or performance tests on an open competitive or promotional examination until the position is re-posted.	Critical		
HR.266	The system has the ability to permit the user to develop a criteria matrix sheet used to identify applicant qualifications and determine the applicants to be interviewed.	Critical		
HR.267	The system has the ability to allow the user to cut and paste information from the job requisition into the criteria matrix sheet, (e.g., to develop a Training and Experience point scale).	Critical		
HR.268	The system has the ability to perform on-line searches for qualified applicants	Critical		
HR.269	The system has the ability to capture job requirements, such as necessary skills and competencies, for use in recruiting, and analytics and reporting.	Critical		
HR.270	The system has the ability to permit the creation of a pre-application questionnaire to be completed prior to completing application to advise applicant of qualifying for minimum requirements of the position.	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.271	The system has the ability to generate an automatic response for applicants who do not meet the minimum requirements as defined in the pre-application questionnaire (i.e., advising that it does not appear as if he/she meets minimum standards for the position, and providing an option to return to the job posting list or to continue with the completion of the application).	Critical		
HR.272	The system has the ability to produce an report listing of applicants and their rankings, based on data recorded in the screening data matrix (i.e. alphabetical, level of experience, certifications, education, licenses, etc.).	Critical		
HR.273	The system has the ability to allow the user to select candidates based on multiple user-defined criteria (e.g., top 6 candidates, Training and Experience score greater than 100, etc.).	Critical		
HR.274	The system has the ability to match competencies of internal candidates to job requirements.	Desired		
HR.275	The system has the ability to inactivate applications after a user-defined period (e.g., application only kept for user defined time from last update).	Critical		
HR.276	The system has the ability to support various workflow approval routing for	Critical		
HR.277	The system has the ability to respond to applicants via email.	Critical		
HR.278	The system has the ability to maintain an eligible application list for at least two years with option for extension.	Critical		
Employment Application Tracking				
HR.279	The system has the ability to store applicant records that are received in response to a specific job requisition.	Critical		
HR.280	The system has the ability to perform application/resume routing via workflow.	Critical		
HR.281	The system has the ability to schedule interviews with specified individuals, and notify hiring manager of interview schedule when it is complete.	Critical		
HR.282	The system has the ability to track interview results.	Critical		
The system has the ability to allow inquiry on applicant records, where users can track a variety of functions, including but not limited to:				
HR.283	Applications received to date;	Critical		
HR.284	Pre-employment testing;	Critical		
HR.285	Screening results;	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.286	Reason for screening failure (user-defined);	Critical		
HR.287	Applicants selected for interview;	Critical		
HR.288	Number of applications applied for position;	Critical		
HR.289	Background check date complete;	Critical		
HR.290	Background completed by;	Critical		
HR.291	Reference check date complete;	Critical		
HR.292	Reference completed by;	Critical		
HR.293	Position numbers;	Critical		
HR.294	Declined offer (reason for decline);	Critical		
HR.295	Selected for hire;	Critical		
HR.296	Number/types of positions applicant applied for; and	Critical		
HR.297	Other user-defined fields (i.e. driver's license, drug screening, criminal check, etc.).	Critical		
The system has the ability to provide search capabilities on data fields including but not limited to:				
HR.298	Job title;	Critical		
HR.299	Requisition number;	Critical		
HR.300	Applicant first name;	Critical		
HR.301	Applicant last name;	Critical		
HR.302	Applicant ID;	Critical		
HR.303	Position number;	Critical		
HR.304	Department name;	Critical		
HR.305	Department number.	Critical		
HR.306	Division name;	Critical		
HR.307	Address (or city);	Critical		
HR.308	Other user-defined fields	Critical		
HR.309	The system has the ability to allow view of all records of a specific applicant.	Critical		
HR.310	The system has the ability to track multiple position opportunities for a single applicant.	Critical		
HR.311	The system has the ability to send automatic email notification to hiring administrators with applicant information based on specific qualification criteria of candidates or groups of candidates.	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.312	The system has the ability to track position offer detail in conjunction with the applicant record (e.g., date of offer, amount, status, etc.).	Critical		
HR.313	The system has the ability to generate interview invitations.	Critical		
HR.314	The system has the ability to generate customizable offer (a.k.a., new hire) letters.	Critical		
HR.315	The system has the ability to generate thank you letters to unsuccessful candidates from a menu of templates.	Critical		
HR.316	The system has the ability to archive applications for a user-specified period of time.	Critical		
HR.317	The system has the ability to track cost of recruiting for specific job openings	Critical		
HR.318	The system has the ability to track advertising source, location, and	Critical		
HR.319	The system has the ability to accommodate continuous recruitment (e.g.,	Critical		
HR.320	The system has the ability to interface with word processing applications (e.g., MS Word) for customizing recruitment letters.	Critical		
New Hire Tracking				
The system has the ability to establish and track multiple methods of hiring, including:				
HR.321	Selection from a certified list;	Critical		
HR.322	Reinstatement;	Critical		
HR.323	Rehire;	Critical		
HR.324	Transfer to a different department;	Critical		
HR.325	Promotion;	Critical		
HR.326	Demotion;	Critical		
HR.327	Grant related;	Critical		
HR.328	Interim; and	Critical		
HR.329	Other, user-defined.	Critical		
HR.330	The system has the ability to establish and track expiration dates and notifications related to job status.	Critical		
The system has the ability to track multiple reinstatement and restoration methods by department, contract, etc. including but not limited to:				
HR.331	Reinstatement from leave of absence;	Critical		
HR.332	After resignation;	Critical		
HR.333	Longevity;	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.334	Service credit (i.e. years of service, highest step/grade attained);	Critical		
HR.335	Restoration of sick leave unpaid balance;	Desired		
HR.336	Restoration of vacation/PTO/sick leave accrual rate hours; and	Desired		
HR.337	Other, user-defined.	Critical		
New Hire Processing				
HR.338	The system has the ability to send a workflow notification and information to required departments for data transfer once hired (i.e. IT for computer account setup, etc.).	Critical		
HR.339	The system has the ability to require finger prints for certain employees, prior to starting their first day as a pre-employment requirement.	Critical		
HR.340	The system has the ability to produce a user-defined pre-employment checklist of forms that must be completed electronically, etc.	Critical		
HR.341	The system has the ability to identify training requirements based on multiple factors including the position ID, job code, department, division/service area.	Critical		
HR.342	The system has the ability to assign and track equipment provided to new employees, employee changes or other criteria such as telecommuters (e.g. cell phone, laptop, tablet, and other equipment).	Critical		
HR.343	The system has the ability to flag return of equipment from employee changes (e.g. employee change requires cell phone return from previous position).	Critical		
The system has the ability to define a checklist for benefit eligible and non benefit eligible new employees, including:				
HR.344	Employee Handbook and Policy Manuals;	Critical		
HR.345	Required Forms;	Critical		
HR.346	Optional Forms; and	Critical		
HR.347	Other, user-defined.	Critical		
The system has the ability to define a checklist for employees new to a position based upon:				
HR.348	Job class (i.e. FLSA status, part-time, full-time, volunteer, etc.);	Critical		
HR.349	Role (i.e. administrative, analyst, field operations, etc.);	Critical		
HR.350	Position level;	Critical		
HR.351	Department;	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.352	Division; and	Critical		
HR.353	Other, user-defined.	Critical		
HR.354	The system has the ability to define the frequency of items within a checklist (e.g. annual, and other frequencies).	Desired		
HR.355	The system has the ability to define orientation requirements for new hires based upon department, job class, and/or other factors.	Critical		
HR.356	The system has the ability to route completed new employee forms to appropriate departments, based upon multiple workflows.	Critical		
HR.357	The system has the ability to list missing documents by each new hire and/or dates.	Critical		
HR.358	The system has the ability to define different escalation factors based upon checklist item (e.g. a required item has a certain time frame vs. an optional item).	Critical		
HR.359	The system has the ability to override missing required checklist items with security permissions.	Critical		
HR.360	The system has the ability to correct and make adjustments to forms based upon effective date and/or retroactively.	Critical		
Training and Certifications				
HR.361	The system has the ability to provide an employee training and certification management module that will integrate with all other Human Resource Management (HRM) modules.	Critical		
HR.362	The system has the ability to provide an employee training and certification management module that will utilize employee data record stored in the HRM.	Critical		
HR.363	The system has the ability to track HR Department, vendor, and department delivered training.	Critical		
HR.364	The system has the ability to track all training provided to employees allowing supervisors access to this information.	Critical		
HR.365	The system has the ability to allow employees to register for and request approval for training which is external to the City (e.g., vendor-lead training).	Desired		
HR.366	The system has the ability to initiate notifications when employees have successfully completed a City defined criteria for training, education, and learning initiatives (e.g., safety, wellness, supervisor training).	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.367	The system has the ability to initiate notifications when employees have successfully completed training/certification linked to employee pay (e.g., incentive certifications, water license, Police certifications).	Critical		
HR.368	The system has the ability to review current training and certifications of employees and recommend employee training plans that relate to their specific position or job function.	Desired		
HR.369	The system has the ability to assign and track mandatory training by job code and position.	Critical		
HR.370	The system has the ability to track training hours.	Critical		
HR.371	The system has the ability to support tuition reimbursement with workflow approval, including a running total of credit hours and cost per year.	Desired		
The system has the ability to track training, including test scores and grades, by:				
HR.372	Skills, including those identified by pre and post testing;	Critical		
HR.373	Certifications (including incentive certifications);	Critical		
HR.374	Licenses;	Critical		
HR.375	Internal;	Critical		
HR.376	External;	Critical		
HR.377	Education; and	Critical		
HR.378	Other, user-defined.	Critical		
HR.379	The system has the ability to track individual training history by work unit,	Critical		
HR.380	The system has the ability to track training by CEU's (continuing education units), CPE (continuing professional education), CLE (continuing legal education), etc.	Critical		
The system has the ability to track required certifications and licenses, including but not limited to the following functions:				
HR.381	Enter applicable certification and licensure standards for state and federal reporting;	Critical		
HR.382	Indicate expiration dates of an employee's licenses or certifications; and	Critical		
HR.383	Link required certifications and licensures to job classification or position.	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.384	The system has the ability to provide automated notification of mandatory training, certifications and licenses that are set to expire within specified parameters established by the department (i.e., notification of certification expiration 3 months in advance so time is available for re-certification, etc.)	Critical		
HR.385	The system has the ability to track employees' annual acknowledgement of receipt/awareness of employee policy handbook.	Critical		
HR.386	The system has the ability to attach training and certification documents to the	Critical		
Performance Management				
The system has the ability to allow for the entry and maintenance of employee performance reviews (probationary and on-going) on the following schedules:				
HR.387	Due date (i.e. date of hire, promotion date, date of skills proficiency achieved, service anniversary date);	Critical		
HR.388	End of probation;	Critical		
HR.389	Extended probation; and	Critical		
HR.390	Other user-defined event.	Critical		
HR.391	The system has the ability to provide multi-step approval/workflow for review and approval of performance evaluations.	Critical		
HR.392	The system has the ability to provide self-, peer- or "360-" evaluation functionality.	Desired		
HR.393	The system has the ability to have finalization of performance review to automatically generate an action to an employee record (i.e. change the next review date).	Critical		
HR.394	The system has the ability to have finalization of performance review to automatically generate an Personnel Action Form (PAF) for pay increase.	Desired		
HR.395	The system has the ability to create a variety of electronic performance evaluation templates.	Critical		
HR.396	The system has the ability to record a variety of performance ratings (e.g., alpha and numeric scales).	Critical		
HR.397	The system has the ability to maintain history of all performance evaluations for active employees and up to thirty years with the ability to extend after employee separation.	Critical		
HR.398	The system has the ability to generate a printable copy of employee performance reviews that are accessible to the employee.	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.399	The system has the ability to accommodate review schedules and notify employees and supervisors of evaluation due dates.	Critical		
HR.400	The system has the ability to allow authorized users to override performance review dates.	Critical		
HR.401	The system has the ability to allow authorized users to prepare and submit a non-scheduled performance review.	Critical		
HR.402	The system has the ability to accommodate multiple milestone dates in a performance review and development plan schedules (e.g. planning, quarterly, midterm, end-of-term).	Critical		
HR.403	The system has the ability to trigger e-mail notification for an evaluation based on an user-definable amount of time prior to due date.	Critical		
HR.404	The system has the ability to track probation periods of differing lengths including initial, extended, department transfer, promotion, demotion and job code.	Critical		
HR.405	The system has the ability to electronically notify supervisor that a review or other performance management milestone is due.	Critical		
HR.406	The system has the ability to provide email notification to departments for personnel evaluations not received or past due.	Critical		
HR.407	The system has the ability to provide email notification to employee when evaluation has been completed and approved.	Critical		
HR.408	The system has the ability to provide supervisors with list of their employees and projected review date.	Desired		
HR.409	The system has the ability to integrate employee performance review documentation with employee development information.	Critical		
HR.410	The system has the ability to link salary information to performance review.	Desired		
HR.411	The system has the ability to view salary information during the performance	Critical		
HR.412	The system has the ability to provide for more than one supervisor to complete evaluation for same time period when employee works in more than one position with multiple supervisors.	Desired		
HR.413	The system has the ability to provide user-defined performance weighted scoring manually or automatically.	Critical		
HR.414	The system has the ability to attach documents to the performance review.	Critical		
Employee Discipline/Grievances				
HR.415	The system has the ability to record and track various discipline types that are	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.416	The system has the ability to record and track disciplinary actions (and maintain history) including information on incidents causing the action, steps taken in resolution, and the personnel involved.	Critical		
HR.417	The system has the ability to allow a supervisor to view prior discipline action, with appropriate security.	Critical		
HR.418	The system has the ability to capture user-entered narrative for each step of disciplinary process with appropriate security.	Critical		
The system has the ability to capture employee related matters such as:				
HR.419	Incident date;	Critical		
HR.420	Status;	Critical		
HR.421	Date action taken;	Critical		
HR.422	Date City Notified;	Critical		
HR.423	Date Employee Notified;	Critical		
HR.424	Department;	Critical		
HR.425	Supervisor;	Critical		
HR.426	Open comment field;	Critical		
HR.427	Ability to attach documents;	Critical		
HR.428	Action taken;	Critical		
HR.429	Close date;	Critical		
HR.430	Follow-up steps;	Critical		
HR.431	Multiple Appeal steps (appeal to the City Manager with an appeal to the Personnel Committee) with the associated date;	Critical		
HR.432	Multiple Appeal decisions with associated date;	Critical		
HR.433	Incident determination per appeal step (i.e., substantiated, unsubstantiated, undetermined); and	Critical		
HR.434	Discipline determination;	Critical		
HR.435	The system has the ability to accommodate user-defined discipline steps/levels.	Critical		
HR.436	Other user-defined fields.	Critical		
The system has the ability to record and track a multi-step grievance process, including the following information through multiple iterations:				
HR.437	Grievance number;	Critical		
HR.438	Grievance filed date;	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.439	Step 1 (2, 3, etc.) Scheduled Date;	Critical		
HR.440	Step 1 (2, 3, etc.) Decision Issued (e.g., denied, upheld, reduced, settled, reversed);	Critical		
HR.441	Date grievance closed;	Critical		
HR.442	Date declared inactive;	Critical		
HR.443	Hearing officer/Department Head;	Critical		
HR.444	Remedy; and	Critical		
HR.445	Unlimited notes and/or text entry.	Critical		
HR.446	The system has the ability to track all activities associated with the management of the grievance.	Critical		
HR.447	The system has the ability to purge files of disciplinary actions and/or grievances after a user-defined period based on system security.	Desired		
HR.448	The system has the ability to archive files of disciplinary actions and/or grievances after a user-defined period.	Critical		
HR.449	The system has the ability to maintain historical disciplinary action detail,	Critical		
OSHA/Risk Management				
HR.450	The system has the ability to provide medical procedure scheduling and reminders for procedures like annual physicals, Hepatitis-B shots, PPD, MMR, tetanus shots, hearing tests.	Critical		
HR.451	The system has the ability to maintain medical files for certain employees (e.g., public safety/police evaluations).	Critical		
HR.452	The system has the ability to archive medical records for terminated employees.	Critical		
HR.453	The system has the ability to maintain records of physical exams, injuries, illnesses, audiometric test results, and other user defined.	Critical		
HR.454	The system has the ability to accommodate all HIPAA compliance rules and regulations for maintaining health-related information.	Critical		
HR.455	The system has the ability to maintain property and casualty insurance information.	Critical		
HR.456	The system has the ability to maintain vehicle insurance information.	Desired		
HR.457	The system has the ability to track accidents and injuries and follow-up for all employees.	Desired		
HR.458	The system has the ability to allow for the input of unlimited history on accidents and injuries.	Desired		
The system has the ability to track accidents and injuries by the following:				

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.459	Type;	Desired		
HR.460	Cause;	Desired		
HR.461	Third Party Administrator (TPA) claim number;	Desired		
HR.462	Department;	Desired		
HR.463	Division;	Desired		
HR.464	Individual;	Desired		
HR.465	Position;	Desired		
HR.466	Equipment unit number;	Desired		
HR.467	Equipment damage cost;	Desired		
HR.468	Date of incident;	Desired		
HR.469	Day of incident;	Desired		
HR.470	Time of incident;	Desired		
HR.471	Investigator's name;	Desired		
HR.472	Investigation type;	Desired		
HR.473	Injury type;	Desired		
HR.474	Estimated legal cost;	Desired		
HR.475	Actual legal cost;	Desired		
HR.476	Disposition; and	Desired		
HR.477	Adjudication.	Desired		
HR.478	The system has the ability to allow unlimited text descriptions for accident and injury reporting.	Desired		
HR.479	The system has the ability to attach associated documentation to accident or injury reports (e.g., scanning and imaging).	Desired		
HR.480	The system has the ability to record physical restrictions.	Desired		
HR.481	The system has the ability to track timelines and conditions related to incidents and injuries.	Desired		
HR.482	The system has the ability to receive/suspend reminders for required timelines regarding follow-ups; return to work; light duty; lost time; and other user-defined criteria.	Desired		
HR.483	The system has the ability to track history of claims, lost time, medical only, totals, paid and incurred claims.	Desired		
HR.484	The system has the ability to estimate payroll liability for workers' compensation for each job classification code.	Desired		
HR.485	The system has the ability to track incidents, injuries, and follow-ups in all	Desired		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.486	The system has the ability to track incident recommendations and preventive measures.	Desired		
HR.487	The system has the ability to track accidents on either employees or non-employees injured or involved in an accident on City property.	Desired		
HR.488	The system has the ability to store and/or generate an employee statement and an employer statement.	Desired		
HR.489	The system has the ability to maintain online tables of accident types, injury types, and OSHA types, and verify real-time during entry to assure consistent usage and reporting.	Desired		
HR.490	The system has the ability to track timelines and conditions related to permitting return to work.	Desired		
HR.491	The system has the ability to import historical workers' compensation information from past third-party vendors or systems.	Desired		
HR.492	The system has the ability to provide contact management and documentation capability to capture information like phone calls from claimees, time for issue resolution, etc.	Desired		
HR.493	The system has the ability to access and import data related to motor vehicle driving history from a third-party and update the employee record with a driving eligibility status.	Desired		
HR.494	The system has the ability to maintain and track information related to drug testing, including (but not limited to): date of test; test outcome (P/F); date pass/fail; reason for test (e.g., reasonable suspicion, random selection, new employee).	Desired		
Unemployment Claims Management				
The system has the ability to track the following Unemployment Compensation information:				
HR.495	Date claimed filed;	Critical		
HR.496	Date and response to commission;	Critical		
HR.497	Attach documents provided (any documents provided to commission);	Critical		
HR.498	Hearing date(s);	Critical		
HR.499	Employee Name, employee number, employment status, classification;	Critical		
HR.500	Fund, department, organization code;	Critical		
HR.501	Maximum liability amount;	Critical		
HR.502	Reason for separation;	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.503	SSN;	Critical		
HR.504	Year-to-date amount paid; and	Critical		
HR.505	Percentage City liability.	Critical		
HR.506	The ability to automate the claims process and include the ability to route claims to the appropriate staff for review.	Desired		
Workers Compensation Claims Management				
The system has the ability to track the following Workers Compensation information:				
HR.507	Date claimed filed;	Desired		
HR.508	Employee Name, employee number, employment status, classification;	Desired		
HR.509	Fund, department, organization code;	Desired		
HR.510	Maximum liability amount;	Desired		
HR.511	Reason for separation;	Desired		
HR.512	SSN;	Desired		
HR.513	Amount paid; and	Desired		
HR.514	Percentage City liability.	Desired		
HR.515	The system has the ability to enter and/or approve workers compensation payment information.	Desired		
HR.516	The system has the ability to import payment distributions from 3rd party administrator.	Desired		
HR.517	The system has the ability to store electronically received or scanned documents received from 3rd party administrator.	Desired		
HR.518	The system has the ability to ACH deposit non-taxable benefits to the employee's account or direct mail to the employee's home address.	Desired		
HR.519	The system has the ability to deduct benefit, voluntary and mandated amounts from non-taxable benefit payments and include the deduction amounts in the deduction reporting and remitting process.	Desired		
HR.520	The system has the ability for Workers Compensation Administrator to enter	Desired		
HR.521	The system has the ability to track lost time, dates, and amounts by individual and organizational unit.	Desired		
HR.522	The system has the ability to allow authorized users to trigger FMLA tracking based on initiation of workers comp leave (for qualifying injury/illness).	Desired		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.523	The system has the ability to maintain an unlimited number of notes per claim.	Desired		
HR.524	The system has the ability to set a reminder for the adjuster to follow up on a claim based upon a user defined date.	Desired		
HR.525	The system has the ability to track services performed for a specific claim.	Desired		
HR.526	The system has the ability to automatically initiate compensation schedules.	Desired		
HR.527	The system has the ability to handle waiting periods, third party payments, and caps on total compensation paid.	Desired		
Query and Reporting				
The system has the ability to allow view or creation of the reports below based on system permissions.				
HR.528	The system has the ability to provide online view and reporting of employee's	Critical		
HR.529	The system has the ability to alert when the funding of a grant will end that is currently funding a position.	Critical		
HR.530	The system has the ability to perform ad-hoc reporting on any field or feature for a user defined point in time (i.e. salary as of a user defined date, health election as of a user defined prior date or year).	Critical		
HR.531	The system has the ability to report on and project training costs.	Desired		
The system has the ability to report total hours and cost of training by:				
HR.532	Employee;	Desired		
HR.533	Year;	Desired		
HR.534	Department;	Desired		
HR.535	Overtime;	Desired		
HR.536	Differentials;	Desired		
HR.537	Training Sessions;	Desired		
HR.538	Cost to receive certification/license; and	Desired		
HR.539	Other, user-defined.	Desired		
HR.540	The system has the ability to record and report on employee skills and competencies, including history.	Desired		
The system has the ability to report all required and optional training, licenses, certifications, and other related reports by:				
HR.541	Employee;	Critical		
HR.542	Year;	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.543	Department;	Critical		
HR.544	Training Sessions;	Critical		
HR.545	Training source (i.e. web-based external training); and	Critical		
HR.546	Other, user-defined.	Critical		
The system has the ability to generate performance evaluation reports on a user defined frequency with the following information:				
HR.547	Budget unit (department, division, section);	Critical		
HR.548	Classification;	Critical		
HR.549	Type of evaluation;	Critical		
HR.550	Employee name;	Critical		
HR.551	Employee number;	Critical		
HR.552	Due date for the evaluation;	Critical		
HR.553	Date of discussion with employee;	Critical		
HR.554	Next review date;	Critical		
HR.555	Follow-up review date; and	Critical		
HR.556	Pay increase granted.	Desired		
HR.557	The system has the ability to provide online performance review reports, including percent completions and past due reviews.	Critical		
HR.558	The system has the ability to report on employee performance review history.	Critical		
HR.559	The system has the ability to provide dashboard displays for certain data to report such things as number of accidents, employees on leave, or other information that user departments may want to regularly view.	Desired		
HR.560	The system has the ability to provide incident reporting capabilities.	Desired		
HR.561	The system has the ability to provide FMLA reporting capabilities.	Critical		
HR.562	The system has the ability to comply with State of Texas EDI requirements.	Critical		
HR.563	The system has the ability to provide First Report of Injury (DWC FORM-001) via EDI.	Critical		
HR.564	The system has the ability to provide the Employer's Wage Statement (DWC FORM-003) via EDI.	Critical		
HR.565	The system has the ability to notify a user when the Employer's Wage Statement (DWC FORM-003) needs to be submitted.	Critical		

Human Resources				
Req #	Description of Requirement	Criticality	Response	Comments
HR.566	The system has the ability to provide the Supplemental Report of Injury (DWC FORM-006) via EDI.	Critical		
HR.567	The system has the ability to provide the Texas Workers' Compensation Status Report (DWC FORM-073) via EDI.	Critical		
HR.568	The system has the ability to provide the Report of Medical Evaluation (DWC FORM-069) via EDI.	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators: S: Feature/Function is included in the current software release. F: Feature/Function will be available in a future software release. C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. N: Feature/Function cannot be provided.				
Benefits and Employee Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
BN.1	The system has the ability to provide an employee central/master file that is the single source of employee records in which all other system modules interact with.	Critical		
BN.2	The system integrates with the financial, human resources, and payroll modules.	Critical		
BN.3	The system has the ability to track wellness/awareness training/initiatives (e.g., Pandemic Overview).	Desired		
The system has the ability to maintain a contact log to record conversations and correspondence with employees and maintains, at a minimum, the following information:				
BN.4	Contact person;	Critical		
BN.5	Date and time of contact;	Critical		
BN.6	Means of contact (e.g., phone, email, etc.); and	Critical		
BN.7	Nature of the contact	Critical		
BN.8	Information collected as a result of contact.	Critical		
BN.9	The system has the ability to calculate premium amounts based on user-defined tables.	Critical		
BN.10	The system has the ability to configure benefits based on date of hire (e.g., City healthcare contribution structure differs for pre/post 2009 hires).	Critical		
BN.11	The system has the ability to start and stop any deductions at any given time.	Critical		
BN.12	The system has the ability to capture and maintain Health, Dental, and other insurance ID numbers.	Critical		
BN.13	The system has the ability to identify type of coverage (e.g., single, 2-person, family).	Critical		
BN.14	The system has the ability to capture and maintain waiting periods.	Critical		
BN.15	The system has the ability to track benefits eligibility.	Critical		

Benefits and Employee Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
Benefits				
The system has the ability to track dependent eligibility based, but not limited to the following:				
BN.16	Age;	Critical		
BN.17	Disability status;	Critical		
BN.18	Marital status; and	Critical		
BN.19	Relation to employee.	Critical		
BN.20	The system has the ability to comply with emerging health exchange criteria relating to employee and dependent eligibility criteria.	Critical		
BN.21	The system has the ability to notify employees of benefit eligibility dates.	Critical		
BN.22	The system has the ability to establish and maintain coverage and deduction detail by effective date (including a future dated effective date that occurs outside of the current payroll period and a specified end date).	Critical		
The system has the ability to track the following:				
BN.23	Coverage effective dates;	Critical		
BN.24	Coverage history;	Critical		
BN.25	Name change history;	Critical		
BN.26	Dependent information;	Critical		
BN.27	Beneficiary information; and	Critical		
BN.28	Years of service.	Critical		
The system has the ability to maintain policy and deduction amounts for multiple benefit plans including but not limited to:				
BN.29	Health Insurance;	Critical		
BN.30	Dental Insurance;	Critical		
BN.31	Vision Insurance;	Critical		
BN.32	Life Insurance;	Critical		
BN.33	Deferred compensation plans, including retirement plans;	Critical		
BN.34	Flexible spending accounts for medical and child care reimbursement accounts;	Critical		
BN.35	Long term disability;	Critical		
BN.36	Short term disability;	Critical		
BN.37	529/Education Savings Plan;	Desired		
BN.38	457 Plan; and	Critical		
BN.39	Other user-defined criteria.	Critical		

Benefits and Employee Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
BN.40	The system has the ability to produce benefits confirmation including plan, coverage, dependent coverage, and SSN.	Critical		
BN.41	The system has the ability to have two years open for benefits enrollments and closeouts.	Critical		
BN.42	The system has the ability to establish multiple eligibility rules.	Critical		
BN.43	The system has the ability to support benefit programs for separate Divisions such as public safety and other City Divisions (e.g., boot fund, gym memberships).	Critical		
BN.44	The system has the ability to track benefit allowance contributions to insurance other than health insurance.	Critical		
BN.45	The system has the ability to support the City's retiree health insurance program, including enrollment and billing.	Critical		
BN.46	The system has the ability to differentiate, for deferred compensation purposes, any employer match.	Critical		
BN.47	The system has the ability to establish the appropriate tax ramifications for the deferred compensation amounts.	Critical		
BN.48	The system has the ability to manually adjust benefit withholdings based on system permissions.	Critical		
BN.49	The system has the ability to support pre and post tax payroll deductions.	Critical		
BN.50	The system has the ability to automatically produce payroll deductions based on benefit plan enrollments.	Critical		
BN.51	The system has the ability to recalculate life insurance amounts and costs to be recalculated for all employees at any time during the year based on changed salary, coverage, age change, and/or plan cost parameters.	Critical		
BN.52	The system has the ability to automatically calculate long/short term	Critical		
BN.53	The system has the ability to calculate temporary income benefits for Workers Compensation injury claims based on the most recent 13 weeks to begin paying the employee on day 14 of the lost time.	Desired		
Eligibility and Enrollment				
The system has the ability to maintain benefit eligibility data including:				
BN.54	Length of service;	Critical		
BN.55	Age;	Critical		
BN.56	Marital status;	Critical		
BN.57	Dependent information for multiple dependents (including name, SSN, address, other contact information);	Critical		
BN.58	Employee status (active, retired, leave of absence, suspension, termination, FMLA, military leave, etc.);	Critical		

Benefits and Employee Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
BN.59	Hours worked by various search criteria (e.g., weekly, bi-weekly, pay period, annually); and	Critical		
BN.60	Other user-defined.	Critical		
BN.61	The system has the ability to provide tracking for death of employees, retirees, or dependents.	Critical		
BN.62	The system has the ability to allow mass updates of employee plan designation.	Critical		
BN.63	The system has the ability to allow online update of benefits individually and as a group.	Critical		
BN.64	The system has the ability to generate summary benefits statements by employee.	Critical		
BN.65	The system has the ability to generate summary benefits statements by a tier (i.e. individual, family, spouse, plan type).	Critical		
BN.66	The system has the ability to validate that the employee is eligible for the plan selected.	Critical		
BN.67	The system has the ability to determine coverage and deduction amounts for the employee using parameters stored in the benefit plan structure tables.	Critical		
BN.68	The system has the ability to create a computer-generated application packet for distribution (e.g., annual benefits enrollment).	Critical		
BN.69	The system has the ability to produce letters, emails, and other notifications to employees announcing open enrollment.	Critical		
BN.70	The system has the ability to provide a confirmation that the email was opened by the employee.	Critical		
BN.71	The system has the ability to produce confirmation letters indicating the employee's current participation levels in all benefit plans.	Critical		
BN.72	The system has the ability to interface with the employee self-service module for benefit plan open enrollment, benefits and other changes, etc., (with verification process).	Critical		
BN.73	The system has the ability to retroactively enroll employees and dependents in plans, and automatically impact payroll to compute the proper pay adjustments and deductions.	Critical		
BN.74	The system has the ability to accommodate employee and dependent	Critical		
BN.75	The system has the ability to enter new enrollment data for a future date without changing the current elections until the date of the new enrollment	Critical		
BN.76	The system has the ability to compile, process, and electronically transfer enrollment information to vendors according to their data specifications.	Critical		

Benefits and Employee Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
BN.77	The system has the ability to import and export information to and from third party carriers related to employee benefits (i.e. individual employee deductions determined by a third party system that are imported and applied to employee payroll deductions).	Critical		
Cobra Administration				
The system has the ability to track and maintain COBRA benefits, including but not limited to:				
BN.78	Expiration dates;	Critical		
BN.79	Employee cost;	Critical		
BN.80	Elected coverage;	Critical		
BN.81	Payment history;	Critical		
BN.82	Notification and response dates;	Critical		
BN.83	Qualifying event; and	Critical		
BN.84	Other, user-defined.	Critical		
BN.85	The system has the ability to print the cost of COBRA coverage for active or retired employees.	Critical		
BN.86	The system has the ability to set COBRA termination dates by individual enrollee (greater 30 months).	Critical		
BN.87	The system has the ability to automatically send notification to COBRA enrollees when coverage is going to expire.	Critical		
BN.88	The system has the ability to calculate COBRA rate based on percentage of HMO, Medical, Behavioral Health, FSA and Dental premiums.	Critical		
BN.89	The system has the ability to store COBRA dependent history data.	Critical		
BN.90	The system has the ability to notify third party administrator regarding COBRA eligible participants.	Critical		
The system has the ability to maintain compliance with and support tracking of COBRA related laws, to include, but not limited to:				
BN.91	Maintenance of COBRA qualifying events and event dates;	Critical		
BN.92	Automatic date calculations;	Critical		
BN.93	Forms;	Critical		
BN.94	Correspondence;	Critical		
BN.95	COBRA reports;	Critical		
BN.96	Notifications;	Critical		
BN.97	Billings (and separate billings by plan); and	Critical		

Benefits and Employee Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
BN.98	Initiation of COBRA processing when an individual's coverage is terminated due to a COBRA qualifying event.	Critical		
BN.99	The system has the ability to integrate with the City's accounts payable and accounts receivable systems for the purpose of billing for COBRA related expenses.	Critical		
Employee Self-Service				
BN.100	The system has the ability to provide a secure, online, web-based interface for employee self-service.	Critical		
BN.101	The system has the ability to provide an employee self-service portal that does not require a full user license, or require that an instance of the software be running.	Critical		
BN.102	The system has the ability to provide a employee self-service portal that can be customized.	Critical		
BN.103	The system has the ability to provide a employee self-service portal that is operational on a 24x7 basis.	Critical		
BN.104	The system has the ability to display content in multiple languages including but not limited to English and Spanish.	Critical		
BN.105	The system has the ability to allow "online form submission" whereby users can complete fillable forms for electronic submission.	Critical		
BN.106	The system has the ability to display notice of successful submission to a user.	Critical		
BN.107	The system has the ability allow the City to configure certain fields as required fields within the online form submission functionality.	Critical		
BN.108	The system has the ability to enforce requiring a valid email address.	Critical		
BN.109	The system has the ability to support the City's preferred current browsers (as described in the technical specifications section of the RFP).	Critical		
The system has the ability for user-defined routing of all employee self-service functionality to the following:				
BN.110	City defined group or unit of employees/users;	Critical		
BN.111	Individual City employee/user;	Critical		
	Group of at least City employees/users;			
BN.112	Individual City user group;	Critical		
	Group of at least 9 City user groups;			
BN.113	System administrator; and	Critical		
BN.114	Other, user-defined.	Critical		

Benefits and Employee Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
BN.115	The system has the ability to provide self-service capabilities through kiosks, online forms, mobile devices, tablets and/or the Internet.	Critical		
BN.116	The system has the ability to support links to service providers and third party administrators through self service.	Desired		
BN.117	The system has the ability to capture record updates made by employees to their central/master file for review and approval by designated supervisors.	Critical		
BN.118	The system has the ability to provide a view to employee central/master file information for review by employees, with appropriate security permissions.	Critical		
BN.119	The system has the ability to provide a view to employee pay history for review by employees, with appropriate security permissions.	Critical		
BN.120	The system has the ability to automatically send an email notification of current pay stub availability or demographic data entry by someone other	Critical		
BN.121	The system has the ability for employees to attach required documentation (scanned or electronic) to self service transactions.	Critical		
BN.122	The system has the ability to provide "what-if" capability (modeling) for determining effect on paycheck of changes to deduction, exemptions, and other changes.	Critical		
BN.123	The system has the ability to perform W-4 "what-if" calculations.	Critical		
BN.124	The system has the ability for employees to access information about active and historical deductions.	Critical		
BN.125	The system has the ability to allow employees to complete an on-line exit questionnaire at separation.	Desired		
The system has the ability to provide employee self service capabilities related to benefits management including but not limited to:				
BN.126	Current benefits elections (with cost and effective dates);	Critical		
BN.127	Explanation of benefit options;	Critical		
BN.128	Maintenance of dependent information including spouse and children;	Critical		
BN.129	Review benefits plan descriptions;	Critical		
BN.130	Benefit package pricing worksheet for employee costs;	Critical		
BN.131	Benefit eligibility checking at time of enrollment;	Critical		
BN.132	Enrollment options (e.g., single vs. family coverage);	Critical		
BN.133	Review of premiums paid and current premiums due;	Critical		
BN.134	Track current and historical beneficiary information;	Critical		
BN.135	Review of benefits and their costs associated to the employer paid and employee paid;	Critical		

Benefits and Employee Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
BN.136	Review of benefits for employees and dependents;	Critical		
BN.137	Review or enroll in benefits for open enrollment period;	Critical		
BN.138	Initiate a life event; and	Critical		
BN.139	Review HR Policy Manual and Employee Handbook.	Critical		
The system has the ability to provide employee self service capabilities related to time entry and payroll including but not limited to:				
BN.140	View prior pay stubs;	Critical		
BN.141	View and download W-2;	Critical		
BN.142	View benefits used over a user-defined period (i.e., sick time, vacation time);	Critical		
BN.143	View benefits accrued/available (i.e. vacation days remaining);	Critical		
BN.144	Update contact information;	Critical		
BN.145	Update licenses and certification; and	Critical		
BN.146	View prior performance review documents;	Critical		
BN.147	The system has the ability to allow employees to request time off, triggering	Critical		
BN.148	The system has the ability to allow employees to upload documents supporting changes made (i.e. new certification, change in marital status).	Critical		
BN.149	The system has the ability to allow employees to update deduction and withholding information within the employee self-service portal.	Critical		
BN.150	The system has the ability trigger electronic workflow for the approval of	Critical		
BN.151	The system has the ability to allow employees to calculate benefits accrued at a future point in time (e.g., planning for a future vacation).	Critical		
BN.152	The system shall allow employees the ability to initiate requests and view the status of these requests (e.g., leave requests).	Critical		
Manager Self-Service				
BN.153	The system has the ability to allow managers to have access to all employee self-service capabilities.	Critical		
BN.154	The system has the ability to allow managers to search for their employees by name or employee number using a web browser.	Critical		
The system has the ability to allow managers to view and/or modify only their employees information based on system permissions using a web browser:				
BN.155	Employee personal information at the field level(view only);	Critical		
BN.156	Employee job information(view only);	Critical		
BN.157	Employee job history(view only);	Critical		

Benefits and Employee Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
BN.158	Employee compensation history(view only);	Critical		
BN.159	Educational background(view only);	Critical		
BN.160	Licenses and certifications(view only);	Critical		
BN.161	Salary reviews;	Critical		
BN.162	Performance reviews;	Critical		
BN.163	Begin requisition process to create job openings;	Critical		
BN.164	Review and approve vacation time request;	Critical		
BN.165	Review and approve leave request;	Critical		
BN.166	Update organizational information (e.g. department, division, supervisor)	Critical		
BN.167	Assign employee paid through dates;	Critical		
BN.168	Attach documents to an employee record;	Critical		
BN.169	Establish whether attached documents are viewable by the employee;	Desired		
BN.170	Begin termination workflow process;	Critical		
BN.171	Assign online forms/checklists (equipment assigned to employee); and	Critical		
BN.172	Other user-defined.	Critical		
Query and Reporting				
The system has the ability to allow view or creation of the reports below based on system permissions.				
BN.173	The system has the ability to provide online view of employee's total compensation package including but not limited to benefits, employee and employer contributions, base pay, add pay, accruals, FLSA status, and overtime.	Critical		
BN.174	The system has the ability to provide all employees with annual total compensation statements.	Critical		
BN.175	The system has the ability to generate all benefits reporting necessary and required to meet external mandates (for example, court-ordered Medical Support Orders, and other State & Federal reporting requirements).	Critical		
BN.176	The system has the ability to perform ad-hoc reporting on any field or feature for a user defined point in time (i.e. salary as of a user defined date, health election as of a user defined prior date or year).	Critical		
BN.177	The system has the ability to track and report current and historical benefit costs including (but not limited to): employer cost; employee cost; and total premiums/contributions.	Critical		

Benefits and Employee Self-Service				
Req #	Description of Requirement	Criticality	Response	Comments
BN.178	The system has the ability to report benefit trends and costs.	Critical		
BN.179	The system has the ability to produce reports reflecting eligible employees not enrolled in benefit plans.	Critical		
BN.180	The system has the ability to generate a list of employees with no benefit deductions due to low or no paycheck.	Critical		
BN.181	The system has the ability to produce a warning/error report of employees with no benefit deductions prior to running payroll.	Critical		
BN.182	The system has the ability to provide all employees and retirees with annual benefit statements (benefits statements shall provide designated beneficiary information and benefits that are available to beneficiaries).	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators: S: Feature/Function is included in the current software release. F: Feature/Function will be available in a future software release. C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. N: Feature/Function cannot be provided.				
Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
PR.1	The system has the ability to provide a Payroll module that is integrated with all other financial applications of the City such as the General Ledger, Budget, Project Accounting, Grant Management, Benefits, and Human Resources.	Critical		
PR.2	The system has the ability to integrate the payroll application with the General Ledger to make payroll journal entries.	Critical		
PR.3	The system has the ability to integrate payroll with FTE reporting.	Critical		
PR.4	The system has the ability to integrate payroll with position tracking.	Critical		
PR.5	The system has the ability to charge time into project management on a fixed percentage, fixed dollar, allocation formula, hours by day to each project or other user- defined options.	Critical		
PR.6	The system has the ability to track time towards grants or projects based upon the specific rate at the time it was worked.	Critical		
PR.7	The system has the ability to track time beyond a regular working schedule towards a grant or project at an overtime rate, even if it occurred prior to the full 40 hours being accumulated (i.e., an employee worked a regular 40 hour week, but spent 8 hours on a project activity on the first day in the pay period).	Critical		
PR.8	The system has the ability to maintain an unlimited amount of prior years' payment related details and totals.	Critical		
PR.9	The system has ability to track and report employees on "light duty."	Critical		
PR.10	The system has the ability to track and monitor part-time employees to maintain compliance with Affordable Care Act regulations.	Critical		
PR.11	The system has the ability to allow continuous updating of employee personnel and job records in such a manner as not to interfere with payroll processing.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.12	The system has the ability to maintain payroll history, including earnings, deductions, taxes and other related supporting information for a minimum of five (5) years.	Critical		
PR.13	The system has the ability to provide for complete security and restrictions to access all payroll related data.	Critical		
Time Entry and Approval				
The system shall provide the ability to enter time in the following ways:				
PR.14	Web-based, employee-self service;	Critical		
PR.15	Manual entry at a workstation;	Critical		
PR.16	Batch entry at a work station; and	Critical		
PR.17	Other user-defined.	Critical		
PR.18	The system has the ability to enter and view time via a Mobile App.	Desired		
PR.19	The system has the ability to support the concurrent use of different types of devices for data collection.	Critical		
PR.20	The system shall perform data validation upon the completion of all time entries.	Critical		
PR.21	The system shall display a complete list of error messages for an entry (i.e., not only the first error).	Critical		
PR.22	The system shall allow online corrections to be made to postings suspended due to validation errors.	Critical		
PR.23	The system shall enforce full edit/validation rules for all updates.	Critical		
PR.24	The system shall provide edits to ensure that timesheet entry is completed and required approvals have been received before submitting to automated payroll processing.	Critical		
PR.25	The system has the ability to handle schedule/department/job changes retroactive to reported time being entered.	Critical		
PR.26	The system shall display employee accrual balances on time entry screen to consolidate and simplify time entry.	Critical		
PR.27	The system shall provide the option to restrict entries by inactive/terminated employees.	Critical		
PR.28	The system shall provide the ability to record employee's approval of a timesheet.	Critical		
PR.29	The system shall provide the ability to designate a back up for employees that are unable to enter or approve their time (e.g. due to sick leave).	Critical		
PR.30	The system shall provide the ability to secure the timesheet data from any updates or changes after a designated sign-off.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.31	The system shall prevent employees from making duplicate time entries.	Critical		
PR.32	The system has the ability for an employee to record time for multiple positions, whether for concurrently held positions, or as a result of a mid-period transfer.	Critical		
PR.33	The system has the ability to restrict time reporting codes entered by employees to those selected for the employee's group.	Critical		
PR.34	The system has the ability to require online approval of time by managers.	Critical		
PR.35	The system has the ability to process and approve time sheets and time reports in a decentralized and electronic format.	Critical		
PR.36	The system has the ability to route (through workflow) timecards to multiple managers (including Accounting Department) for review, edit, and approval (i.e., in instances where employee has worked for multiple managers).	Critical		
PR.37	The system has the ability to allow management review of timecards on the detail and summary levels.	Critical		
PR.38	The system has the ability to notify employees and/or a supervisor of rejected timecard (via workflow).	Critical		
PR.39	The system has the ability to allow employees to submit leave requests.	Critical		
PR.40	The system shall validate leave requested or leave time entered by Time Reporters.	Critical		
PR.41	The system has the ability to notify employees of rejected leave requests.	Critical		
PR.42	The system has the ability to designate a back-up for timecard and leave requests approval (e.g., when a typical approving manager is not available).	Critical		
PR.43	The system has the ability to require electronic signatures for time approval.	Critical		
PR.44	The system has the ability to allow overtime approval to occur prior to or after the work has been performed.	Critical		
PR.45	The system has the ability to hold data entered on-line in a suspense or pending file until approved electronically and released for processing.	Critical		
PR.46	The system has the ability to allow managers to edit employee timecards (with appropriate authorization).	Critical		
PR.47	The system has the ability to allow managers to perform mass edits on employee timecards (with appropriate authorization).	Desired		
PR.48	The system has the ability to notify employees of any edits to their reported time.	Critical		

Payroll

Req #	Description of Requirement	Criticality	Response	Comments
PR.49	The system has the ability to process mass absences at the City, Department, Division or user-defined level.	Desired		
The system has the ability to store time and attendance history data, including (but not limited to):				
PR.50	Employee name;	Critical		
PR.51	Employee ID number;	Critical		
PR.52	Dates;	Critical		
PR.53	Time/leave, including time and type (e.g. overtime, vacation, etc.);	Critical		
PR.54	Manager approval history.	Critical		
PR.55	The system has the ability to store time and attendance history for indefinite amount of time, to be specified by the organization.	Critical		
PR.56	The system has the ability to accommodate Fair Labor Standards Act (FLSA) laws based on the City's current pay codes.	Critical		
PR.57	The system should adhere to all current and future local, State, and Federal laws.	Critical		
PR.58	The system has the ability to coordinate usage of City specific absence types with regulated leave types when appropriate. (i.e. when sick time is taken that is also an FMLA event, eligibility for both is reduced either simultaneously or consecutively, as per City policies.)	Critical		
PR.59	The system has the ability to associate specific letters, forms and other documents to appropriate leave types.	Critical		
PR.60	The system has the ability to capture additional information associated with time entry, such as projects and tasks	Critical		
PR.61	The system has the ability to link labor distribution to Project Management, Work Orders, Grant Management, etc.	Critical		
PR.62	The system has the ability to validate labor distribution field values through an integrated link to the source module/application.	Critical		
PR.63	Each labor distribution field has an optional lookup window that presents all the valid choices for that field.	Critical		
PR.64	The system has the ability to support multiple time sheet layouts that include (a) salaried view where only exception time (e.g. time off) is entered, (b) hourly view where all hours worked are reported, but where hours worked are reported in time in/out format, and (c) hourly format where hours worked are reported in elapsed hours, and (d) salaried view where the predicted number of hours worked are pre-populated and displayed on the screen for the user to override	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.65	Once time sheets are approved by supervisors, the system disables the right for lower level users to modify the time sheets unless they are unlocked first	Critical		
PR.66	System users have the ability to (a) navigate the time sheet with only keyboard use, and (b) access a quick help screen showing all keyboard functions directly from the time sheet	Critical		
PR.67	The system has the ability to notify employees or managers when they have not submitted or approved time sheets. The system must be able to send additional e-mail alerts escalating the issue to higher level individuals or designated backup individuals	Critical		
PR.68	When an e-mail alert is generated, it can include a custom subject line or body of the message, with links to the appropriate screen in the application or URLs to other systems where the user may have to take action	Critical		
Leave Time Accrual and Use				
The system has the ability to capture and track leave for multiple leave types, including but not limited to:				
PR.69	Vacation (used and unused);	Critical		
PR.70	Sick leave with pay;	Critical		
PR.71	Sick leave without pay;	Critical		
PR.72	Sick leave accrued;	Critical		
PR.73	Workers' Compensation;	Critical		
PR.74	Injury Leave;	Critical		
PR.75	Holiday;	Critical		
PR.76	Floating holidays;	Critical		
PR.77	Personal days;	Critical		
PR.78	Compensatory (non-exempt employees only);	Critical		
PR.79	FMLA Injury Leave;	Critical		
PR.80	FMLA Vacation Leave;	Critical		
PR.81	FMLA Sick Leave;	Critical		
PR.82	FMLA Comp Leave;	Critical		
PR.83	FMLA Holiday Leave;	Critical		
PR.84	Leave of absence without pay;	Critical		
PR.85	Military leave with pay;	Critical		
PR.86	Military leave without pay (typically, active duty);	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.87	Funeral/bereavement leave;	Critical		
PR.88	Professional leave;	Critical		
PR.89	Personal leave;	Critical		
PR.90	Administrative leave;	Critical		
PR.91	Emergency leave;	Critical		
PR.92	Sick bank leave;	Critical		
PR.93	Civic duty leave (jury duty, witness duty);	Critical		
PR.94	Short term disability;	Critical		
PR.95	Long term disability; and	Critical		
PR.96	Other user-defined.	Critical		
PR.97	The system has the ability to track all types of leaves of absence in user-defined units.	Critical		
PR.98	The system has the ability to capture and maintain breaks in service.	Critical		
PR.99	The system has the ability to account for all leave time at varying accrual rates.	Critical		
PR.100	The system has the ability to automatically track FMLA and Military leave based on Federal requirements.	Critical		
PR.101	The system has the ability to track and maintain shared leave detail including (but not limited to) donating employee, receiving employee, leave balances.	Critical		
PR.102	The system has the ability to accommodate partial leave accrual on a temporary and/or permanent basis (e.g., during intermittent FMLA leave).	Desired		
PR.103	The system has the ability to accommodate cumulative (rollover) and non-cumulative (use-it-or-lose-it) leave accruals.	Critical		
PR.104	The system has the ability to set a maximum for cumulative (rollover) leave accruals.	Critical		
PR.105	The system has the ability to maintain leave accrual schedules, containing leave type and accrual rates.	Critical		
PR.106	The system has the ability to temporarily suspend leave accrual (e.g., during unpaid leave).	Critical		
PR.107	The system has the ability to require accrual balances to automatically transfer between "current year" and "prior year" banks at designated transfer points, with the option for a maximum balance.	Critical		
PR.108	The system has the ability to require accruals are able to be accrued on any frequency, including, but not limited to, daily, each holiday, weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually, annually.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR. 109	The system has the ability to require that accrual balances for the future must be automatically computed for any future dates in real-time, enabling projected balances for a future date to be viewed.	Desired		
PR. 110	The system has the ability to calculate liability for unused earned leave at regular intervals and on demand.	Critical		
PR. 111	The system has the ability to track and calculate the value of lost earned time at regular intervals and on demand.	Critical		
PR. 112	The system has the ability to alert managers on leave usage exceptions.	Critical		
PR. 113	The system has the ability to allow a system generated flag to be configured for the expiration of a certain leave type.	Desired		
PR. 114	The system has the ability to perform advanced time tracking which includes the ability to accumulate overtime.	Critical		
PR. 115	The system has the ability to accrue sick leave time every pay period for all qualified employees (on a work status).	Critical		
PR. 116	The system has the ability to provide separate user-defined accrual processes by leave type (such as vacation, comp, sick, and personal time).	Critical		
PR. 117	The system has the ability to define and enforce user-defined rules for holiday accrual for employee groups and types as defined by user.	Critical		
PR. 118	The system has the ability to set and maintain leave and vacation accrual schedules by job class (or other user-defined classification).	Critical		
PR. 119	The system has the ability to accrue sick and vacation time at the end of a user specified period (e.g., day, week, pay period, or month).	Critical		
PR. 120	The system has the ability to accommodate partial leave accrual for part-time employees based on actual time worked.	Critical		
PR. 121	The system has the ability to deduct military, vacation, and/or personal leave time if not used by year end, with option to override with appropriate security.	Desired		
PR. 122	The system has the ability to define and enforce user-defined rules for sick time and annual leave usage in accordance with City policy.	Critical		
PR. 123	The system has the ability to administer all leave in accordance with City policy units.	Critical		
Leave Requests				
PR. 124	The system provides a web-interface for leave request submittal by employees.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR. 125	The system provides a set of qualifying questions for Leave Requests that collects information necessary to determine if the leave can be approved under any qualified leave program	Desired		
The system has the ability to perform workflow functions for electronic approval to approve leave requests including but not limited to:				
PR. 126	Request submittal;	Critical		
PR. 127	Manager(s) review/decisioning;	Critical		
PR. 128	Request status monitoring;	Critical		
PR. 129	Notification of request approval/decline; and	Critical		
PR. 130	Other user-defined.	Critical		
PR. 131	The system has the ability to allow letters, forms and other documents to be incorporated into a workflow.	Critical		
PR. 132	The system has the ability to set limits and qualifying conditions on use of leave time.	Critical		
PR. 133	The system has the ability to project an employee's leave balance, considering any future entitlements and existing requests.	Desired		
PR. 134	The system provides proper levels of data encryption for data that is considered private to the employee and subject to HIPAA.	Critical		
PR. 135	The system has the ability to show the employee and supervisor whether the time off requested will actually be available at the future date, when considering all other approved time off and any other accrued time off in the meantime that is scheduled to occur.	Desired		
PR. 136	The system has the ability to notify user of attempt to submit leave request where accrued time is less than requested time.	Critical		
PR. 137	The system has the ability to allow City-identified supervisor(s) override for leave requests where accrued time is less than requested time based on system security.	Critical		
PR. 138	The system has the ability to generate an alert when shared leave time (sick bank) reaches a user-defined limit or maximum amount.	Critical		
PR. 139	The system has the ability to restrict or allow sick and vacation leave to be used only after it is earned.	Critical		
PR. 140	The system has the ability to send an alert/notification to employee and supervisor when accrual maximum/minimum for leave time/s is approaching.	Desired		
PR. 141	The system has the ability to allow real-time access to accumulated sick and vacation time, based on access level of the user.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
Attendance Tracking				
PR. 142	The system is capable of comparing absence time with scheduled work time to detect absence conditions	Critical		
PR. 143	The system has the ability to track FMLA used and FMLA available (based on hire date, length of service, and hours of FMLA previously taken)	Critical		
PR. 144	The system has the ability to flag various attendance conditions, including in early, in late, out early, out late, and unexcused absences	Critical		
PR. 145	The system has the ability to track FMLA for intermittent as well as non-intermittent FMLA cases	Critical		
PR. 146	FMLA availability can be tracked against any of the four (4) year definitions permitted	Critical		
PR. 147	The system has the ability to track all FMLA and/or state leave absences that are open at once	Critical		
PR. 148	Reclassification of prior period time off to FMLA must be possible, with a full audit trail and automatic update of all balances and applicable pay calculations	Critical		
PR. 149	The system has numerous canned reports related to all aspects of absence tracking.	Critical		
PR. 150	The system provides the capability for ad-hoc queries of absence data, without the need of table join information.	Critical		
Position Control				
PR. 151	The system has the ability to have a position control file to ensure that new employees are linked to authorized pay and position and to ensure that employment does not exceed authorized levels and adopted budget funding.	Critical		
PR. 152	The system has the ability to provide full position-based functionality.	Critical		
PR. 153	The system has the ability to establish and track information for each position including historical data.	Critical		
PR. 154	The system has the ability to maintain an unlimited number of positions.	Critical		
PR. 155	The system has the ability to make mass changes on employee data based on reorganizations (reassign departments or divisions.)	Critical		
PR. 156	The system has the ability to designate a specific salary structure (based on pay schedule tables) for each position class including grade, step, and min/max range.	Critical		
PR. 157	The system has the ability to automatically or manually assign position numbers.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.158	The system has the ability to assign a job code and associated information as the default to a position with effective dating.	Critical		
PR.159	The system has the ability to enter position start and end dates for each unique position ID, retain historical data and reason for position begin/end.	Critical		
PR.160	The system has the ability to define multiple working titles to a position with effective dating.	Desired		
PR.161	The system has the ability to add new job codes, define and change job code titles with effective dating.	Critical		
The system has the ability to define and track job codes that include, but are not limited to the following attributes by effective date:				
PR.162	Status (Active/Inactive, etc.);	Critical		
PR.163	Job Title;	Critical		
PR.164	Standard Hours;	Critical		
PR.165	Standard Work Period (Weekly, Daily, Biweekly, etc.);	Critical		
PR.166	Manager Level (User Defined List);	Critical		
PR.167	Workers' Compensation Code;	Critical		
PR.168	Compensation Frequency (Hourly, Annual, Monthly, etc.);	Critical		
PR.169	Regular/Temporary/Part-Time Non-Benefits/Part-Time Benefits;	Critical		
PR.170	EEO Reporting Categories (EEO-4 Job Categories, EEP Job Group);	Critical		
PR.171	FLSA Status (Non-exempt, Management (Non-exempt), Professional (Non-exempt), etc.);	Critical		
PR.172	Default Salary Plan, Grade and Step;	Critical		
PR.173	Exempt Code (Classified Nonexempt, Classified Exempt, Unclassified Nonexempt, Classified Exempt, etc.);	Critical		
PR.174	Degree Requirements;	Critical		
PR.175	Certification, Licensure, Training Requirements;	Critical		
PR.176	Organization (user defined level);	Critical		
PR.177	Program;	Critical		
PR.178	Position;	Critical		
PR.179	Other chart of account segments; and	Critical		
PR.180	Other user-defined.	Critical		
PR.181	The system has the ability to designate positions as classified or unclassified.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.182	The system has the ability to reclassify positions.	Critical		
PR.183	The system has the ability to maintain a chronological history of authorized positions and incumbents by position.	Critical		
PR.184	The system has the ability to provide for history (including audit trail) of all changes to positions.	Critical		
PR.185	The system has the ability to track position history for each employee.	Critical		
PR.186	The system has the ability to print an organization chart for a selected portion of the organization. Optionally, employees and/or positions may be shown.	Desired		
PR.187	The system has the ability to define reporting relationships for each position control number for the purposes of creating organizational charts and sending e-mail or online notices.	Desired		
PR.188	The system has the ability to compile and automatically update organization charts.	Desired		
PR.189	The system has the ability to produce point-in-time organization charts.	Desired		
The system has the ability to track the following position information:				
PR.190	Multiple organizational levels;	Critical		
PR.191	Pay grade and step (Police/Fire);	Critical		
PR.192	Pay schedule;	Critical		
PR.193	Position Number;	Critical		
PR.194	Position Type (classified, unclassified, reduced hours);	Critical		
PR.195	Job Classification Code;	Critical		
PR.196	Budgeted FTE;	Critical		
PR.197	Job Classification Title;	Critical		
PR.198	Date Filled;	Critical		
PR.199	Date Vacated;	Critical		
PR.200	Comments;	Critical		
PR.201	Subject to shift work;	Desired		
PR.202	Date established or approved;	Critical		
PR.203	Budgeted Cost;	Critical		
PR.204	Budgeted Salary Cost;	Critical		
PR.205	Budgeted Benefit Cost;	Critical		
PR.206	Budgeted Additional Pay;	Critical		
PR.207	Budgeted Hours;	Critical		

Payroll

Req #	Description of Requirement	Criticality	Response	Comments
PR.208	Work Schedule;	Desired		
PR.209	Retirement Class;	Desired		
PR.210	Group Class for Benefits;	Desired		
PR.211	Actual Cost;	Critical		
PR.212	Actual Hours;	Critical		
PR.213	Actual Salary Cost;	Critical		
PR.214	Actual Benefit Cost;	Critical		
PR.215	Actual Additional Pay;	Critical		
PR.216	FLSA Status;	Critical		
PR.217	EEO Function;	Critical		
PR.218	EEO Category;	Critical		
PR.219	Work Location (e.g., building, mail stop, cube and other locations);	Critical		
PR.220	Supervisor;	Critical		
PR.221	Funding Source Codes (minimum 6);	Critical		
PR.222	End Date;	Critical		
PR.223	Status (e.g., active, inactive, pending); and	Critical		
PR.224	Other User Defined (e.g. company property or unique company privileges.	Critical		
PR.225	The system has the ability to track positions as contingent positions based on grant funding.	Critical		
PR.226	The system has the ability to track grant start and end dates and tie the information into the position funded status.	Critical		
PR.227	The system has the ability to provide position control at the department level with inquiry and print capability.	Critical		
PR.228	The system has the ability to initiate and track position change requests by	Critical		
The system has the ability to identify position status:				
PR.229	Budgeted;	Critical		
PR.230	Allocated;	Critical		
PR.231	Unfunded;	Critical		
PR.232	Overhire;	Critical		
PR.233	Encumbered;	Critical		
PR.234	Vacant;	Critical		
PR.235	Held;	Critical		
PR.236	Frozen; and	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.237	Other user-defined.	Critical		
PR.238	The system has the ability to track authorized positions by exempt vs. non exempt.	Critical		
PR.239	The system has the ability to track positions by FTE and by dollar level (i.e. budget by FTE or budget by a maximum dollar level).	Critical		
PR.240	The system has the ability to track less than full FTE position control.	Critical		
PR.241	The system has the ability to track temporary and seasonal positions (positions without benefits).	Critical		
PR.242	The system has the ability to assign multiple employees to a single position with warnings message.	Critical		
PR.243	The system has the ability to assign employee to multiple positions including one primary and one or more secondary jobs.	Desired		
PR.244	The system has the ability to allow employees to be assigned to and paid from multiple positions in different funds, organizational units, classes, statuses, etc.	Desired		
PR.245	The system has the ability to drill-down from a filled position to the employee detail.	Critical		
PR.246	The system has the ability to identify background check requirements at the position level.	Critical		
PR.247	The system has the ability to identify drug test and other test requirements at	Critical		
Position Budgeting				
PR.248	The system has the ability to provide tools to budget for workforce by position.	Critical		
The system has the ability to provide tools to budget for workforce by position related, but not limited, to the following:				
PR.249	Budgeted beginning/end dates;	Critical		
PR.250	Budgeted/un-budgeted status;	Critical		
PR.251	Date created;	Critical		
PR.252	Employee group (user-defined);	Desired		
PR.253	Expiration date;	Critical		
PR.254	Fund source;	Critical		
PR.255	Funding status;	Critical		
PR.256	Job classification;	Critical		
PR.257	Location;	Critical		
PR.258	Number of employees in same position;	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.259	Number of hours per position;	Critical		
PR.260	Organizational codes;	Critical		
PR.261	Pay grade assignment;	Critical		
PR.262	Position description;	Critical		
PR.263	Position review dates;	Critical		
PR.264	Position status;	Critical		
PR.265	Wages paid in same position; and	Critical		
PR.266	Other user-defined criteria.	Critical		
PR.267	The system has the ability to project position budgets for a minimum of five years or other user defined parameters.	Desired		
PR.268	The system has the ability to forecast payroll costs over various "what if" scenarios by applying individual percentage increases to multiple earnings and	Critical		
The system has the ability to show the total number of FTE's approved by the City within user-defined periods across:				
PR.269	Department;	Critical		
PR.270	Unit;	Critical		
PR.271	Program;	Critical		
PR.272	Location;	Critical		
PR.273	Cost Center;	Critical		
PR.274	Any combination of above; and	Critical		
PR.275	Other user-defined.	Critical		
PR.276	The system has the ability to include future pay and benefit increases/decreases (i.e., position step increases, contract provisions, etc.) in budget projections based on effective dates.	Critical		
PR.277	The system has the ability to budget premium earnings and other pays (i.e., overtime, shift differential, longevity, hazardous duty, etc.) for each position control number.	Critical		
PR.278	They system has the ability to budget for vacant positions, including premium earnings, benefits, and other pay.	Critical		
PR.279	The system has the ability to automatically recalculate position budget forecast based on employment actions and salary/benefit changes with appropriate review and approvals.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.280	The system has the ability to track actual vs. budget cost differences by position and/or job classification by user defined periods (e.g. fiscal year and calendar year).	Critical		
PR.281	The system has the ability to approve actions related to a position through rule	Critical		
Pay Calendars and Groups				
PR.282	The system has the ability to maintain a payroll calendar.	Critical		
PR.283	The system has the ability to accommodate pay period end date in one calendar year and pay check date in another calendar year.	Critical		
The system has the ability to process payroll on optional user-selected frequencies, for example:				
PR.284	Weekly;	Desired		
PR.285	Bi-weekly;	Desired		
PR.286	Semi-monthly;	Critical		
PR.287	Monthly;	Critical		
PR.288	On-demand (i.e., terminations, vacation advance, court order, ratification); and	Critical		
PR.289	Other, user-defined.	Critical		
PR.290	The system has the ability to produce a salaried payroll.	Critical		
PR.291	The system has the ability to produce a supplemental payroll.	Critical		
PR.292	The system has the ability to produce an hourly payroll.	Critical		
PR.293	The system has the ability to accommodate multiple payroll schedules	Critical		
PR.294	The system has the ability to specify employees to be paid by defined pay groups.	Critical		
PR.295	The system has the ability to generate payroll on different cycles for different	Desired		
PR.296	The system has the ability to process multiple pay groups per cycle period.	Critical		
PR.297	The system has the ability to accommodate various pay statuses (e.g.,	Critical		
Salary and Compensation				
PR.298	The system has the ability to automate compensation and benefits information updates with automated workflow approvals.	Critical		
PR.299	The system has the ability to change the compensation table and have the change impact employee records.	Critical		
PR.300	The system has the ability to provide a mass pay increase function based on user defined criteria (e.g., by union or department, by temp or regular employee, etc.).	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.301	The system has the ability to provide a mass pay increase function by percentage amount or dollars.	Critical		
PR.302	The system has the ability to calculate longevity/stability payment.	Critical		
PR.303	The system has the ability to calculate longevity award amounts based on employee length of service including breaks in service.	Critical		
PR.304	The system has the ability to automatically assign specific earnings codes to an employee/position based on job class, and other user defined.	Critical		
PR.305	The system has the ability to establish and process multiple overtime payments based on FLSA.	Critical		
PR.306	The system has the ability to process multiple additional pay types in one pay period.	Critical		
PR.307	The system has the ability to track additional pay in order to eliminate any duplicate payments.	Critical		
PR.308	The system has the ability to make mass additional payments.	Critical		
PR.309	The system has the ability to input and track all additional payments (e.g., fringe benefits).	Critical		
PR.310	The system has the ability to identify, calculate, and pay lump sum payments by job class, employee base rate, hours of service, benefit eligible, and other user defined.	Critical		
PR.311	The system has the ability to provide automatic assignment (addition to payroll) of earnings at certain scheduled times (i.e., if fire employees have not had any leave time within 28 day cycle they are eligible for three hours of additional overtime pay).	Critical		
PR.312	The system has the ability to create checks which are not regular payroll but	Critical		
Garnishments				
PR.313	The system has the ability to withhold garnishments from employee paychecks.	Critical		
PR.314	The system has the ability to withhold IRS tax levies from employee checks.	Critical		
PR.315	The system has the ability to define custom disposable earnings definitions for garnishment purposes.	Critical		
PR.316	The system has the ability to define custom garnishment rules including exemptions variables and frequency.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.317	The system has the ability to provide pay period calculation of garnishment and support amounts each period based on employee disposable earnings and garnishment rules (priority, proration %, etc.).	Critical		
PR.318	The system has the ability to flag garnishments nearing end of collection based on user defined end date or dollar threshold.	Critical		
PR.319	The system has the ability to input, deduct and track unlimited garnishments per employee.	Critical		
PR.320	The system has the ability to define garnishment vendors including address and bank routing information.	Critical		
The system has the ability to track, calculate and deduct employee garnishments, including but not limited to, the following:				
PR.321	Bankruptcies;	Critical		
PR.322	Fixed amounts;	Critical		
PR.323	IRS levies; and	Critical		
PR.324	Multiple child support orders.	Critical		
PR.325	The system has the ability to provide a history of employee garnishments.	Critical		
PR.326	The system has the ability to enforce a minimum payment amount after all garnishments have been taken (e.g., \$145/week).	Critical		
PR.327	The system has the ability to establish caps for garnishments and voluntary deductions so that a certain total amount is not exceeded.	Critical		
PR.328	The system has the ability to process multiple garnishments per employee and assign user defined priorities.	Critical		
PR.329	The system has the ability to accommodate unlimited garnishments and automatically calculate so that maximum percentage of total pay is not exceeded.	Critical		
PR.330	The system has the ability to configure the prioritization of garnishments and	Critical		
Pay Codes				
PR.331	The system has the ability to include pension eligible earnings flagged by pay type.	Critical		
PR.332	The system has the ability to separately identify pension eligible earnings from non-pension eligible earnings by pay type.	Critical		
The system has the ability to establish various pay codes and special pay codes including but not limited to:				
PR.333	Administrative leave;	Critical		

Payroll

Req #	Description of Requirement	Criticality	Response	Comments
PR.334	Advance Pay;	Critical		
PR.335	Bereavement;	Critical		
PR.336	Longevity Awards;	Critical		
PR.337	Standby;	Critical		
PR.338	Birthday;	Critical		
PR.339	Comp-time, holiday and other leave earned;	Critical		
PR.340	Deferred Holiday Balance Paid Out;	Critical		
PR.341	Deferred Holiday Earned;	Critical		
PR.342	Deferred holiday pay accrued;	Critical		
PR.343	Shift Differential;	Critical		
PR.344	Exempt/Executive leave;	Critical		
PR.345	Expense reimbursement including travel expenses;	Desired		
PR.346	Holiday & Floating Holiday;	Critical		
PR.347	Incentive Pay;	Critical		
PR.348	Leave Adjustments;	Critical		
PR.349	Longevity Pay;	Critical		
PR.350	Mileage reimbursement;	Desired		
PR.351	Military Leave (multiple types)	Critical		
PR.352	Multiple Comp time accruals and payouts;	Critical		
PR.353	Other Allowances (e.g. Tool Allowance);	Critical		
PR.354	Other Differentials (e.g. Driver);	Desired		
PR.355	Other Expenses (e.g. Conferences and Parking);	Desired		
PR.356	Overtime (straight and time & half);	Critical		
PR.357	Paid Time Off (PTO);	Desired		
PR.358	Regular;	Critical		
PR.359	Severance/termination pay;	Critical		
PR.360	Shift differentials (e.g., second shift, third shift, etc.);	Desired		
PR.361	Sick Leave;	Critical		
PR.362	Sick Leave Payout;	Critical		
PR.363	Training;	Critical		
PR.364	Tuition reimbursement;	Critical		
PR.365	Uniform and clothing allowance;	Critical		
PR.366	Vacation;	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.367	Wellness;	Critical		
PR.368	Sick Leave Donation Program;	Critical		
PR.369	Other user defined.	Critical		
PR.370	The system has the ability to pay non-payroll items (e.g., boot allowance) on payroll checks via earnings codes.	Critical		
PR.371	The system has the ability to define earnings with maximum amounts.	Critical		
PR.372	The system has the ability to define earnings pay frequencies, including weekly, bi-weekly, semi-monthly and monthly.	Critical		
The system has the ability to establish employee eligibility controls for pay codes and special pay codes including but not limited to:				
PR.373	Position;	Critical		
PR.374	Department;	Critical		
PR.375	Exempt;	Critical		
PR.376	Non-exempt;	Critical		
PR.377	Management group;	Critical		
PR.378	Job class;	Critical		
PR.379	Sick Leave Donation Eligibility;	Critical		
PR.380	By employee (including multiple jobs); and	Critical		
PR.381	Other user defined rules and controls.	Critical		
PR.382	The system has the ability to establish multiple pay out rules by department or job class for comp and deferred holiday time.	Critical		
PR.383	The system has the ability to define earnings that are contributable to pension or other accumulators.	Critical		
PR.384	The system has the ability to charge hours worked without pay, for management tracking and analysis, for exempt employees.	Critical		
PR.385	The system has the ability to limit chargeability to FMLA, if an employee has not worked enough hours for eligibility.	Critical		
PR.386	The system has the ability to accumulate, store, and maintain creditable service	Critical		
Deductions				
PR.387	The system has the ability to support an unlimited number of general deduction codes for items such as insurance, retirement, child support, etc.	Critical		
PR.388	The system has the ability to support predefined deductions for a designated group of employees.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.389	The system has the ability to identify employees who have changed department, position, etc. and adjust deduction rules and payment rules based upon the new role or City rules.	Critical		
PR.390	The system has the ability to support deduction of union dues from an employee based upon union rules.	Critical		
PR.391	The system has the ability to deduct union dues by a flat amount.	Critical		
PR.392	The system has the ability to deduct union dues by a percentage by pay period.	Critical		
PR.393	The system has the ability to define deduction limits and maximum amounts.	Critical		
PR.394	The system has the ability to specify the deduction end date or end amount.	Critical		
PR.395	The system has the ability to specify the number of pay periods for a deduction to be taken.	Critical		
PR.396	The system has the ability to accommodate both pre- and post-tax deductions.	Critical		
PR.397	The system has the ability to provide automatic tracking and collection of general deduction arrears amounts distributed over specified period of time.	Critical		
PR.398	The system has the ability to calculate and store tax withholdings and retirement earnings for non-cash benefits (i.e., excess life insurance, etc.).	Critical		
PR.399	The system has the ability to calculate and deduct retirement contributions for multiple retirement plans.	Critical		
PR.400	The system has the ability to record Section 457 and other tax-deferral plan information in conformance with IRS and other regulations.	Critical		
PR.401	The system has the ability to provide and assign an unlimited number of deduction codes to each employee.	Critical		
PR.402	The system has the ability to stop and start a deduction on an employee-by-	Critical		
PR.403	The system has the ability to track IRS 125 benefits package by employee.	Critical		
Tax Administration				
PR.404	The system has the ability to allow for an extra withholding tax deduction in any amount at the option of the employee.	Critical		
PR.405	The system has the ability to provide options to prevent Federal Tax, FICA Tax, and/or Medicare Tax from being withheld on an employee-by-employee basis.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.406	The system has the ability to allow the option to manually adjust taxable earnings for W-2 processing based on system permissions.	Desired		
PR.407	The system has the ability to withhold tax for a particular pay check using one-time override, flat rate, federal tax tables or any combination of these.	Desired		
PR.408	The system has the ability to calculate and store employee and employer contributions to Medicare, Social Security, and retirement.	Critical		
The system has the ability to maintain separate taxable wages for the following:				
PR.409	Federal Income;	Critical		
PR.410	FICA;	Critical		
PR.411	Social Security;	Critical		
PR.412	Earned Income Tax Credit; and	Critical		
PR.413	Medicare.	Critical		
PR.414	The vendor will ensure software is always updated to be compliant with all Federal taxing requirements.	Critical		
PR.415	The system has the ability to support separate tax tables for special pay calculations (e.g., flat tax).	Desired		
PR.416	The system has the ability to adjust calendar YTD FICA Taxes withheld based on Calendar YTD Wages paid in regard to current FICA rate less FICA Tax previously withheld if applicable based on system permissions.	Desired		
PR.417	The system has the ability to define special taxation rules by earnings code (e.g., supplemental tax rates, cumulative, annualized, etc.).	Critical		
PR.418	The system has the ability to support separate tax tables for special pay	Desired		
Payment Edit and Processing				
PR.419	The system has the ability to edit and verify the labor distribution prior to the actual payroll check production with appropriate authorization.	Critical		
PR.420	The system has the ability to establish base payrolls and process time record	Critical		
The system has the ability to validate payroll run against:				
PR.421	Deductions;	Critical		
PR.422	Tax information;	Critical		
PR.423	Accruals;	Critical		
PR.424	Input for new employees;	Critical		
PR.425	Changes for current employees;	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.426	Cost accounting data elements;	Critical		
PR.427	Balance of total rate, hours, over-time hours, exception hours;	Critical		
PR.428	Balance of vacation and sick used;	Critical		
PR.429	Department; and	Critical		
PR.430	Other user defined data.	Critical		
The system has the ability to process multiple payroll runs by type, including but not limited to:				
PR.431	Regular Run;	Critical		
PR.432	Supplemental Run; and	Critical		
PR.433	Longevity Pay Run.	Critical		
PR.434	The system has the ability to process multiple payroll runs for verification prior to posting, for each payroll run type.	Critical		
PR.435	The system has the ability to process fiscal year end when date falls mid payroll period, with accrual to prior year/new year.	Critical		
PR.436	The system has the ability to process payroll accruals based on a user defined effective date.	Critical		
PR.437	The system has the ability to allocate costs per fiscal year and funding sources within defined fiscal periods.	Critical		
PR.438	The system has the ability to support employees in multiple job assignments.	Desired		
PR.439	The system has the ability to pay an employee at more than one rate based on job assignment.	Desired		
PR.440	The system has the ability to run pay, deduction, withheld taxes, and net pay calculations as a "proof" run for review prior to final pay run.	Critical		
PR.441	The system has the ability to validate beginning balances against ending balances from last run, prior to payroll processing.	Critical		
PR.442	The system has the ability to produce accounting transactions as a result of all payroll activity.	Critical		
PR.443	The system has the ability to provide audit trail report of all data entries,	Critical		
The system has the ability to generate the following pre-payroll proof reports:				
PR.444	Hours Proof Report;	Critical		
PR.445	Accrual Exception Report;	Critical		
PR.446	Accrual Audit Report;	Critical		
PR.447	Calculations Error Listing; and	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.448	Preliminary Payroll Register.	Critical		
The system has the ability to generate the following post-payroll proof reports:				
PR.449	Add Pay Register;	Critical		
PR.450	Tax Register;	Critical		
PR.451	Deduction Register; and	Critical		
PR.452	Grand Totals Report.	Critical		
Payment Calculations				
PR.453	The system has the ability to calculate salary employee effective date step increases, as a result of actions changes (e.g., promotions, demotions, acting appointments, and other actions).	Critical		
PR.454	The system has the ability to automatically adjust calculations for mid-pay period salary and employment actions.	Critical		
PR.455	The system has the ability for one employee to be paid by more than one position.	Desired		
PR.456	The system has the ability to calculate pay for multiple positions for one employee that transfers during a pay period.	Desired		
PR.457	The system has the ability to calculate benefit deductions for an employee in more than one position.	Desired		
PR.458	The system has the ability to calculate leave accruals on employees in more than one position.	Desired		
PR.459	The system has the ability to automatically calculate gross pay from multiple user defined components such as base pay, longevity, educational incentive pay, shift differential, etc.	Critical		
PR.460	The system has the ability to process negative pay amounts that reduce current net pay for both pay and deductions.	Critical		
PR.461	The system has the ability to re-calculate payroll for changed hours, rates, earnings codes, one-time overrides, etc.	Critical		
PR.462	The system has the ability to provide multiple formulas for complex earning and deduction codes (i.e., overtime weighted average, premium overtime	Critical		
The system has the ability to calculate/verify overtime and shift differential consistent with FLSA rules, including but not limited to:				
PR.463	Overtime calculations for employees in more than one position;	Critical		
PR.464	Overtime across multiple cost centers; and	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.465	Overtime calculations for other user defined rules.	Critical		
PR.466	The system has the ability to calculate overtime on hours worked when employee has worked hours in multiple job classes and/or departments.	Critical		
PR.467	The system has the ability to compute shift and overtime premium.	Critical		
PR.468	The system has the ability to provide for multiple methods of calculating overtime pay, such as time-and-a-half, double-time, and premium pay. These calculations are user defined and maintained.	Critical		
PR.469	The system has the ability to process partial deductions (if an employee's pay is insufficient) and track arrears.	Critical		
PR.470	The system has the ability to calculate deductions based on net pay.	Critical		
PR.471	The system has the ability to calculate and track City paid benefits.	Critical		
PR.472	The system has the ability to update all employee and employer accumulations automatically.	Critical		
PR.473	The system has the ability for leave to accrue automatically based on defined business rules.	Critical		
PR.474	The system has the ability for employees to use vacation and sick leave accruals for the current payroll period.	Critical		
PR.475	The system has the ability to calculate holiday benefit for part time employees by different methods depending on bargain unit.	Desired		
The system has the ability to run initial payroll for review prior to the final pay run including but not limited to the following:				
PR.476	Adjustments;	Critical		
PR.477	Recalculation;	Critical		
PR.478	Exceptions;	Critical		
PR.479	"What If" Forecasting;	Critical		
PR.480	Hours by type;	Critical		
PR.481	Earnings by type;	Critical		
PR.482	Employee tax liabilities;	Critical		
PR.483	Employee deduction amount;	Critical		
PR.484	Employer contribution amount;	Critical		
PR.485	Deductions not taken and set-up in arrears;	Critical		
PR.486	Employer portion of all taxes;	Critical		
PR.487	Any user specified chart of account field or combination of fields; and	Critical		
PR.488	Totals by employee, project, cost center, division, department, total City.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
Pay Distribution and Direct Deposit				
PR.489	The system has the ability to check for minimum check amounts to avoid zero payments.	Critical		
PR.490	The system has the ability to print checks from system without use of additional software.	Critical		
PR.491	The system has the ability to print a check on a blank sheet so that print includes watermarks, security features, and signatures.	Critical		
PR.492	The system has the ability to provide check reprint features (with indication that check is a reprint and/or as a reissue).	Critical		
PR.493	The system has the ability to reissue a new check number while maintaining details of the old check number.	Critical		
PR.494	The system has the ability to print employee payment checks including bank MICR line and address bar codes.	Critical		
PR.495	The system has the ability to support on-demand check writing at local printers to accommodate manual check writing.	Critical		
PR.496	The system has the ability to sort checks by user-defined criteria and print the checks by the same criteria, and then Print by varied criteria.	Critical		
The system has the ability to provide a Pay Check Stub, including but not limited to the following information:				
PR.497	Current Pay;	Critical		
PR.498	Deferred compensation;	Critical		
PR.499	Direct deposit (multiple accounts);	Critical		
PR.500	Group insurance;	Critical		
PR.501	Medicare;	Critical		
PR.502	Net pay;	Critical		
PR.503	Other deductions and amounts;	Critical		
PR.504	Other leave hours balances (multiple categories);	Critical		
PR.505	Sick leave hours balance;	Critical		
PR.506	Taxable/non-taxable earnings;	Critical		
PR.507	Total deductions;	Critical		
PR.508	Vacation hours balance;	Critical		
PR.509	Workers' comp (injury leave);	Critical		
PR.510	YTD Pay; and	Critical		
PR.511	Other user defined.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.512	The system has the ability to print unlimited pay codes on the paper check stub or advice.	Critical		
PR.513	The system has the ability to print leave accrual rate, leave taken in hours or days and leave remaining on paychecks and advices for all leave categories.	Critical		
PR.514	The system has the ability to reverse a direct deposit entry in the event of an error, within the federally allowed time period.	Critical		
PR.515	The system has the ability to generate and track stop payments and reversal requests.	Critical		
PR.516	The system has the ability to provide the capability for automated check reconciliation.	Critical		
PR.517	The system has the ability to print user-defined information on employee's pay stub, including free form text messages with defined capacity.	Critical		
PR.518	The system has the ability to edit direct deposit file prior to transmission with security permissions.	Critical		
PR.519	The system has the ability to comply with industry standards of service banks.	Critical		
PR.520	The system has the ability to define multiple direct deposit accounts for each employee.	Critical		
PR.521	The system has the ability to calculate a "net pay" deduction for direct deposit.	Critical		
PR.522	The system has the ability to set a defined amount for direct deposit.	Critical		
PR.523	The system has the ability to turn off direct deposit for certain employee payroll checks where the employee usually has direct deposit.	Critical		
PR.524	The system has the ability to track changes made to direct deposits.	Critical		
Tax Filing, Querying & Reporting				
PR.525	The system has the ability to comply with Federal payroll tax reporting requirements.	Critical		
PR.526	The system has the ability to produce W-2 forms in electronic and paper form.	Critical		
PR.527	The system has the ability to print W-2s via Web Portal by a user with proper security access.	Critical		
PR.528	The system has the ability to provide history of tax status and W-4 information.	Critical		
PR.529	The system has the ability to track reportable earnings and deductions for W-2s.	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.530	The system has the ability to manually adjust taxable earnings for W-2 processing based on system permissions.	Desired		
PR.531	The system has the ability to provide the W-2 file print sorted by department and employee number.	Critical		
PR.532	The system has the ability to generate Audit Reports of W-2 Data.	Critical		
PR.533	The system has the ability to generate Audit Report of W-2 Transmission File.	Critical		
PR.534	The system has the ability to generate W-2c File for Transmission to IRS.	Critical		
PR.535	The system has the ability to print W-2 on blank paper.	Critical		
PR.536	The system has the ability to provide reprint of W-2 by individual employee.	Critical		
PR.537	The system has the ability to produce amended W-2 for multiple years.	Critical		
PR.538	The system has the ability to store W-2 information for a minimum of (5) five years.	Critical		
PR.539	The system has the ability to generate Federal Tax Summary Report by Pay	Critical		
PR.540	The system has the ability to track taxable earnings annually.	Critical		
PR.541	The system has the ability to track taxable earnings quarterly.	Critical		
PR.542	The system has the ability to generate Quarterly Federal Tax Summary Reports.	Critical		
PR.543	The system has the ability to produce a report showing FICA wages, by individual and in total.	Critical		
PR.544	The system has the ability to generate a report with a user-defined lookback date/time for such purposes as average hours per week, benefit eligibility, etc.	Critical		
PR.545	The system has the ability to schedule reports at a user-defined date/time and frequency.	Critical		
The system has the ability to produce earnings and withholding earnings, Medicare, and FICA total reports, including associated taxes, for the following periods:				
PR.546	Fiscal Year;	Critical		
PR.547	Calendar Year;	Critical		
PR.548	Policy Year (e.g., Worker's Compensation); and	Critical		
PR.549	User-defined.	Critical		
The system has the ability to produce the following standard reports:				

Payroll

Req #	Description of Requirement	Criticality	Response	Comments
PR.550	Annual, Compensatory, Sick Leave Accrual Report for CAFR;	Critical		
PR.551	Annual/Sick Leave Report;	Critical		
PR.552	Arrears report;	Critical		
PR.553	Birthday Reports;	Critical		
PR.554	Census Report/File;	Critical		
PR.555	Check Register;	Critical		
PR.556	Current, quarterly, & year-to-date balancing reports;	Critical		
PR.557	Deduction Registers by Deduction Code;	Critical		
PR.558	Department Earnings Report by Calendar Year, Month, Fiscal Year, Quarterly;	Critical		
PR.559	Department Earnings/Benefit Report by Calendar Year, Month, Fiscal Year, Quarterly;	Critical		
PR.560	Employee History;	Critical		
PR.561	Employee Pay Stub reprint;	Critical		
PR.562	Federal 941 report;	Critical		
PR.563	FEMA Emergency Time/Benefits Report;	Critical		
PR.564	Leave balance reports (vacation, sick, PTO);	Critical		
PR.565	Leave Usage Reports;	Critical		
PR.566	Longevity/stability report;	Critical		
PR.567	Manual issue check;	Critical		
PR.568	Mid-pay period changes report;	Critical		
PR.569	Net deposit financial institutions;	Critical		
PR.570	Overtime Liability Reports;	Critical		
PR.571	Payroll adjustment register showing all changes to employee payroll record;	Critical		
PR.572	Payroll costs (including City and employee contribution);	Critical		
PR.573	Payroll register;	Critical		
PR.574	Quarterly and annual payroll control register;	Critical		
PR.575	Quarterly withholding summary;	Critical		
PR.576	Retirement report;	Critical		
PR.577	Retroactive pay ;	Critical		
PR.578	Salary changes;	Critical		
PR.579	Sick/Annual Liability Reports;	Critical		
PR.580	Termination Reports;	Critical		

Payroll				
Req #	Description of Requirement	Criticality	Response	Comments
PR.581	Turnover Reports;	Critical		
PR.582	Vacancy Reports; and	Critical		
PR.583	Workers Compensation Report.	Critical		
PR.584	The system has the ability to execute reports that combine performance evaluations with employee eligible for pay increases.	Critical		
The system has the ability to generate the following TMRS (Texas Municipal Retirement System) Reports:				
PR.585	Employee Contributions Report (TMRS-2);	Critical		
PR.586	Summary of Monthly Payroll Report (TMRS-3);	Critical		
PR.587	Public Safety Employee Certification (TMRS-PSE); and	Critical		
PR.588	Remittance of Lump Sum City Contributions (TMRS-3ADD).	Critical		
PR.589	The system has the ability to submit reports through the TMRS City Portal.	Critical		
PR.590	The system has the ability to submit reports through the TMRS FTP site.	Critical		
PR.591	The system shall provide a (end) user-friendly reporting tool natively in the system.	Critical		
PR.592	The system has the ability to integrate with third-party report applications (i.e., MS SQL Reporting).	Critical		
PR.593	The system has the ability to generate "canned" reports that users may run with limited options of input values.	Critical		
PR.594	The system shall provide an ad-hoc reporting tool.	Critical		
PR.595	The system shall provide role-based security on running and viewing reports.	Critical		
PR.596	The system shall provide the ability to generate a report of all Payroll system activity (i.e., a complete audit trail).	Critical		
PR.597	The system has the ability to generate reconciliation reporting for Texal Municipal League (TML) Intergovernmental Employee Benefits Pool (IEBP) billing against payroll deductions.	Critical		
PR.598	The system has the ability to generate Texas Workforce Commission (TWC) reporting.	Critical		
PR.599	The system has the ability to generate Midland Fireman's Relief and Retirement Fund reporting.	Critical		
PR.600	The system has the ability to generate state child support file(s) and required reporting.	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators: S: Feature/Function is included in the current software release. F: Feature/Function will be available in a future software release. C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. N: Feature/Function cannot be provided.				
Planning, Zoning, and Electronic Review				
Req #	Description of Requirement	Criticality	Response	Comments
Plan Applications				
PZ.1	The system has the ability to capture basic planning project application information.	Critical		
PZ.2	The system has the ability to track the status of applications.	Critical		
PZ.3	The system has the ability to assign fees for plan project applications.	Critical		
PZ.4	The system has the ability to track performance guarantee bonds.	Critical		
PZ.5	The system has the ability to track tasks associated with bonds.	Critical		
PZ.6	The system has the ability to provide notifications related to tasks associated with bonds.	Critical		
PZ.7	The system has the ability to allow user-defined application types (i.e., annexation, master plan, subdivision, zoning, sign, variance, etc.).	Critical		
PZ.8	The system has the ability to allow user-defined sub-types (preliminary plat, final plat, re-plat, zone change, etc.).	Critical		
The system has the ability to track and maintain application status with dates including the following:				
PZ.9	Approved;	Critical		
PZ.10	Approved with conditions;	Critical		
PZ.11	Multiple administrative approval;	Critical		
PZ.12	Denied;	Critical		
PZ.13	Withdrawn; and	Critical		
PZ.14	User-defined status codes, which are maintained in a table, by authorized user, with appropriate security.	Critical		
The system has the ability to require the following minimum submittal requirements:				

Planning, Zoning, and Electronic Review				
Req #	Description of Requirement	Criticality	Response	Comments
PZ.15	Application;	Critical		
PZ.16	Application Fees;	Critical		
PZ.17	Appropriate number of plan copies; and	Critical		
PZ.18	Required documents by Application type.	Critical		
	The system has the ability to provide notification when impact fees and park land dedication fees are required.			
PZ.19	The system has the ability to calculate the engineering fee (i.e. 1% of total project).	Desired		
PZ.20	The ability to take bond payments with ability to release partial payments and track associated notes.	Critical		
PZ.21	The system has the ability to provide notification of bond activity and expiration.	Critical		
PZ.22	The system has the ability to attach comments to plan records to describe status/reason (e.g., approval pending due to waiting on bonds and plats from developer).	Critical		
PZ.23	The system has the ability to track/search project by project name.	Critical		
PZ.24	The system has the ability to track/search project by other user-defined fields.	Critical		
PZ.25	The system has the ability to allow for an unlimited number of parcels to be associated with an application.	Critical		
PZ.26	The system has the ability to assign unique application numbering (alpha-numeric with a minimum of 8) and application classification to aid in determining application/submittal types (i.e., subdivision, variance, zoning, etc.).	Critical		
PZ.27	The system has the ability to assign unique application numbering (numeric with a minimum of 8) and application classification to aid in determining application/submittal types (i.e., subdivision, variance, zoning, etc.).	Critical		
PZ.28	The system has the ability to allow project level organization for application records at any point in the process.	Critical		
PZ.29	The system has the ability to provide property information for all properties associated with a project.	Critical		
PZ.30	The system has the ability to allow an unlimited number of properties to be associated with a project.	Critical		
PZ.31	The system has the ability to drill down to companion applications associated with master record.	Critical		

Planning, Zoning, and Electronic Review				
Req #	Description of Requirement	Criticality	Response	Comments
PZ.32	The system has the ability to maintain historical data by physical address, parcel or tract location or development name. Data should include project specific details regardless of development aspect.	Critical		
PZ.33	The system has the ability to provide capability for GIS browsing that will pinpoint location of permits by number, address, owner name and/ or parcel number.	Critical		
Application Review				
The system has the ability to provide automated work assignment to assign an application/project to:				
PZ.34	Planning staff for assignment to a specific planner; and	Critical		
PZ.35	Direct planner assignment by type.	Desired		
PZ.36	The system has the ability to provide workflow capability to automatically track and route projects through various used-defined processes.	Critical		
PZ.37	The system has the ability to allow review workflow to be initiated from multiple departments with separate review steps depending on plan review type (i.e., items originating in engineering)	Yes		
PZ.38	The system has the ability to capture comments as part of the review process.	Critical		
PZ.39	The system has the ability to record the time spent at each step of the review process.	Critical		
The system has the ability to lock and hold the review process due to the following conditions with the ability to override:				
PZ.40	Unacceptable/incomplete submissions;	Critical		
PZ.41	Unmet departmental review requirements;	Critical		
PZ.42	Unpaid fees; and	Critical		
PZ.43	Other user-defined conditions.	Critical		
PZ.44	The system has the ability to allow user-defined processes or workflow for each application type. User should be allowed to establish the steps or processes each application type and sub-type should follow from application submittal through approval and filing, if necessary.	Critical		
PZ.45	The system has the ability to allow workflow processes to be modified (with appropriate security permissions).	Critical		

Planning, Zoning, and Electronic Review				
Req #	Description of Requirement	Criticality	Response	Comments
PZ.46	The system has the ability to allow user-defined plan review routing based on type of work performed.	Critical		
PZ.47	The system has the ability to provide automatic standard routing based on user-designated application field/s.	Desired		
PZ.48	The system has the ability to track and maintain external reviewer agency information/comments.	Critical		
PZ.49	The system has the ability to track and maintain external reviewer contact information.	Critical		
PZ.50	The system has the ability to allow external agencies access to the application through a secured portal.	Desired		
PZ.51	The system has the ability to allow for the electronic collection of such items as approvers comments and conditions as plan review progresses (assuming appropriate user security).	Critical		
PZ.52	The system has the ability to accommodate City-defined review checklists for each application type.	Critical		
PZ.53	The system has the ability to assign users to City-defined roles.	Desired		
PZ.54	The system has the ability to use business rules to assign checklists for review by role within the City.	Desired		
PZ.55	The system has the ability to accommodate free form text boxes in the review checklists.	Critical		
PZ.56	The system has the ability to require that all mandated review steps are completed prior to approval of application.	Critical		
PZ.57	The system has the ability to provide override capabilities with appropriate security to approve application if steps have not been completed.	Critical		
PZ.58	The system has the ability to provide checklists for application review.	Critical		
PZ.59	The system has the ability, through workflow, to selectively notify appropriate departments and referral agencies (City-defined), when a plan has been submitted to the City.	Critical		
PZ.60	The system has the ability to provide user alerts/pop-up reminders to notify users of pending workflow and necessary actions.	Critical		
PZ.61	The system has the ability to accommodate role based approval capabilities for each review step for each department.	Desired		
PZ.62	The system has the ability to record and track plat signature status.	Desired		

Planning, Zoning, and Electronic Review				
Req #	Description of Requirement	Criticality	Response	Comments
PZ.63	The system has the ability to record review actions made by various departments.	Critical		
PZ.64	The system has the ability to allow for entry of unlimited free-form text comments associated with application review.	Critical		
PZ.65	The system has the ability to accommodate user-defined tables for standard comments that can be accessed during application review.	Critical		
PZ.66	The system has the ability to flag entire projects to alert specified groups of special conditions.	Critical		
PZ.67	The system has the ability to flag individual projects to alert the counter-personnel of special conditions.	Critical		
PZ.68	The system has the ability to automatically verify all property taxes associated with a plat application are paid to date.	Desired		
The system has the ability to record the following date fields:				
PZ.69	Multiple Received dates;	Critical		
PZ.70	Date Application deemed complete;	Critical		
PZ.71	Multiple Meeting and Hearing dates;	Critical		
PZ.72	Multiple Mail dates;	Critical		
PZ.73	Multiple approval dates;	Critical		
PZ.74	Effective dates (date of ordinance) ; and	Critical		
PZ.75	Other user-defined.	Critical		
PZ.76	The system has the ability to accommodate user-defined data entry rights for recording submission dates and other user-identified fields.	Critical		
PZ.77	The system has the ability to accommodate user-defined data edit rights for changing submission dates and other user-identified fields.	Critical		
PZ.78	The system has the ability to automatically calculate user-defined "key dates" as part of the review process for projects.	Critical		
PZ.79	The system has the ability to associate "key dates" with project review steps.	Critical		
PZ.80	The system has the ability to notify users of key deadlines approaching on a project (as defined by the City).	Critical		
PZ.81	The system has the ability to automatically generate a user-defined application acceptance/decline letter by application type.	Critical		
PZ.82	The system has the ability to automatically generate a user-defined application acceptance/decline email by application type.	Critical		

Planning, Zoning, and Electronic Review				
Req #	Description of Requirement	Criticality	Response	Comments
PZ.83	The system has the ability to automatically generate letters to property owners and others regarding projects (e.g., upcoming meetings).	Critical		
PZ.84	The system has the ability to provide a calendar of meeting dates by project.	Critical		
PZ.85	The system has the ability to maintain a calendar of available meeting dates by meeting type.	Critical		
PZ.86	The system has the ability to generate a report of project history showing all events and meeting dates.	Critical		
PZ.87	The system has the ability to track the amount of time (in calendar days) that plans were under review for each plan tracking step.	Critical		
PZ.88	The system has the ability to generate statistical reports summarizing the number of days spent in application review for each type of job by each reviewing department.	Critical		
PZ.89	The system has the ability to assess application review fees.	Critical		
PZ.90	The system has the ability to collect payments for application review fees.	Critical		
PZ.91	The system has the ability to interface for payments collected to the City's financial system.	Critical		
PZ.92	The system has the ability to accumulate application review and permit charges automatically.	Critical		
PZ.93	The system has the ability to automatically deduct charges from any balances held by the City.	Desired		
PZ.94	The system has the ability to produce cash receipts to validate payments and update projects.	Critical		
Planning Reporting				
PZ.95	The system has the ability to track and report on time frames associated with each application review step.	Critical		
The system has the ability to provide application review completeness reports from:				
PZ.96	Planning Division;	Critical		
PZ.97	Other departments; and	Critical		
PZ.98	Other agencies.	Desired		
PZ.99	The system has the ability to generate status reports of items within the review process.	Critical		

Planning, Zoning, and Electronic Review				
Req #	Description of Requirement	Criticality	Response	Comments
PZ.100	The system has the ability to generate notification letters to applicants.	Critical		
PZ.101	The system has the ability to generate relevant meeting documents for any application that results in a meeting being held.	Critical		
The system has the ability to generate reports on the following:				
PZ.102	Application review processing - number of applications processed;	Critical		
PZ.103	Application review processing - average days to process;	Critical		
PZ.104	Number of applications by type;	Critical		
PZ.105	Number of application submissions by type;	Critical		
PZ.106	Time between submissions (number of days);	Desired		
PZ.107	Applications by status;	Critical		
PZ.108	Applications by assigned staff; and	Critical		
PZ.109	Application review processing - other user-defined.	Critical		

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S: Feature/Function is included in the current software release.		T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.		
F: Feature/Function will be available in a future software release.				
C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.				
		N: Feature/Function cannot be provided.		
Permitting				
Req #	Description of Requirement	Criticality	Response	Comments
General Requirements				
PT.1	The system has the ability to interface in real time with the modules in the City's financial system.	Critical		
PT.2	The system has the ability to drill down to sub-permits associated with a master permit.	Critical		
PT.3	The system has the ability to allow user-defined tables for the definition of permit data.	Critical		
PT.4	The system has the ability to support online entry and maintenance of permit data.	Critical		
PT.5	The system has the ability to store scanned images related to a permit.	Critical		
PT.6	The system has the ability to store documents related to a permit.	Critical		
PT.7	The system has the ability to allow for user-defined permit number structure (minimum of 8 characters).	Critical		
PT.8	The system has the ability to allow for user-defined permit number structure (minimum of 8 alphanumeric characters).	Critical		
Permit Data				
The system has the ability to maintain a Contractor master file:				
PT.9	Type of Contractor;	Critical		
PT.10	Company Name;	Critical		
PT.11	Contact Name or License Holder;	Critical		
PT.12	Design Professionals;	Critical		
PT.13	License/Registration Number;	Critical		
PT.14	Address (Street, City, State, Zip);	Critical		
PT.15	Multiple Phone;	Critical		
PT.16	Multiple Cell;	Critical		
PT.17	Fax;	Critical		

Permitting				
Req #	Description of Requirement	Criticality	Response	Comments
PT.18	Multiple Email;	Critical		
PT.19	City of Midland Number with Expiration Date;	Desired		
PT.20	State License Number with Expiration Date;	Critical		
PT.21	Tax ID Number; and	Critical		
PT.22	Other user-defined fields.	Critical		
PT.23	The system has the ability to track tenant information related to permit type.	Critical		
PT.24	The system has the ability to track tenant history by address.	Critical		
PT.25	The system has the ability to track structure information by city defined level of details (i.e. number of dwelling units, number of bedrooms, etc.).	Critical		
The system has the ability to calculate permit fees by:				
PT.26	Square footage;	Critical		
PT.27	Fixture count;	Critical		
PT.28	Valuation;	Critical		
PT.29	Flat fees.	Critical		
The system has the ability to track the following fees associated with a permit:				
PT.30	Permit charge;	Critical		
PT.31	Other charges;	Critical		
PT.32	Inspection fee;	Critical		
PT.33	Additional inspection fees (i.e. red tags);	Critical		
PT.34	Planning fees;	Critical		
PT.35	Development impact fees;	Critical		
PT.36	Pre-paid fees;	Critical		
PT.37	Total charge;	Critical		
PT.38	Total collected;	Critical		
PT.39	Plan review; and	Critical		
PT.40	Other, user-defined.	Critical		
Permit Applications				

Permitting				
Req #	Description of Requirement	Criticality	Response	Comments
PT.41	The system has the ability to allow for the establishment of base information on a frequent application type, and allow for an unlimited number of baseline applications to be established.	Critical		
PT.42	The system has the ability to require commercial projects with a construction valuation greater than \$50,000 to be registered with the Texas Department of Licensing and Regulation (Architectural Barriers) before an application is accepted with the ability to override with appropriate authorization..	Critical		
PT.43	The system has the ability to require and track pre-payments with applications.	Critical		
The system has the ability to maintain the following information for each permit application:				
PT.44	Permit type;	Critical		
PT.45	Class of work;	Critical		
PT.46	Start date;	Critical		
PT.47	Submission date;	Critical		
PT.48	Expected Completion date;	Desired		
PT.49	Property Owner;	Critical		
PT.50	Tenant/Occupant;	Critical		
PT.51	Expiration date;	Critical		
PT.52	Application date;	Critical		
PT.53	Event date;	Critical		
PT.54	Reviewer name;	Critical		
PT.55	Property information;	Critical		
PT.56	Variance;	Critical		
PT.57	Text remarks (unlimited characters);	Critical		
PT.58	Zoning conditions/stipulations;	Critical		
PT.59	Outside source indicator; and	Critical		
PT.60	Other user-defined fields.	Critical		
The system has the ability to accept application payments from the following sources:				
PT.61	In person;	Critical		
PT.62	Web payment portal; and	Critical		

Permitting				
Req #	Description of Requirement	Criticality	Response	Comments
PT.63	Credit card merchant (i.e., in person).	Critical		
PT.64	The system has the ability to allow applications to be submitted via the City's website.	Critical		
PT.65	The system has the ability to allow multiple phone numbers to be entered for a permit application.	Critical		
PT.66	The system has the ability to accept a permit application with no address, by application type and flag for approval.	Critical		
PT.67	The system has the ability to duplicate an existing permit application and all associated information to a new permit application at a different location (without manual rekeying of the data).	Critical		
Permit Tracking and Approvals				
The system has the ability to maintain the following information for each permit:				
PT.68	Permit type;	Critical		
PT.69	Class of work;	Critical		
PT.70	Start date;	Critical		
PT.71	Issue date;	Critical		
PT.72	Actual Expiration date (i.e. based on last inspection activity plus 180);	Critical		
PT.73	Inspector name;	Desired		
PT.74	Inspector zone;	Desired		
PT.75	Property information;	Critical		
PT.76	Inspection date(s) or frequency;	Critical		
PT.77	Text remarks (unlimited characters);	Critical		
PT.78	Pickup date;	Critical		
PT.79	Violations;	Critical		
PT.80	Outside source indicator;	Critical		
PT.81	Occupancy type and date; and	Critical		
PT.82	Multiple occupancy type and date.	Critical		
PT.83	The system has the ability to track permits by contractor regardless of the permit applicant.	Critical		
PT.84	The system has the ability to track/search permits by any data element within the permit data file.	Critical		

Permitting				
Req #	Description of Requirement	Criticality	Response	Comments
PT .85	The system has the ability to establish routing tables in workflow for the approval of permits.	Critical		
PT .86	The system has the ability to email/notify approvers by permit type.	Critical		
PT .87	The system has the ability to monitor and track the status of pending approvals in workflow.	Critical		
PT .88	The system has the ability to track and notify when permits are soon to expire (based on user-defined number of days).	Critical		
PT .89	The system has the ability to prompt users to notify external agencies of expirations of permits.	Desired		
PT .90	The system has the ability to allow project level organization for permit records at any point in the process (including the application process). For instance, under the master building permit (user-defined), the ability to allow companion permit records like electrical and mechanical to be linked to the master permit.	Critical		
PT .91	The system has the ability to allow address query based on the master land record.	Critical		
PT .92	The system has the ability to automatically populate permit application fields using data returned by address query to master land record.	Critical		
PT .93	The system has the ability to allow the user to edit permit application data automatically populated (e.g., data the system returns as a result of user address query to master land record).	Critical		
The system has the ability to validate the following when associated with a permit:				
PT .94	State Contractor licenses;	Critical		
PT .95	City Contractor licenses;	Critical		
PT .96	Insurance information for contractors by ordinance;	Critical		
PT .97	Contractors; and	Critical		
PT .98	Outstanding fees	Critical		
PT .99	Ability to capture notes as part of the workflow process.	Critical		
PT .100	The system has the ability to sort view of permits by user defined criteria during the approval process.	Critical		
PT .101	The system has the ability to add additional review actions and inspections to a permit.	Critical		
Permit Issuance				

Permitting				
Req #	Description of Requirement	Criticality	Response	Comments
PT.102	The system has the ability to maintain online history of all fees billed.	Critical		
PT.103	The system has the ability to allow issued permits to be cancelled with appropriate controls and add notes as to why permit was cancelled.	Critical		
PT.104	The system has the ability to restrict the issuance of a permit if a contractor has an expired license.	Critical		
PT.105	The system has the ability to allow issued permits to be extended with appropriate approval.	Critical		
PT.106	The system has the ability to flag issued permits to follow up within 180 days to ensure construction has begun.	Critical		
PT.107	The system has the ability to maintain a history of all permits issued.	Critical		
PT.108	The system has the ability to issue permits by type to parcels with or without a parcel number on an exception basis with appropriate security permissions.	Desired		
PT.109	The system has the ability to maintain reoccurring business inspections such as, but not limited to day care inspections and fire inspections.	Critical		
The system has the ability to utilize state, national, or user defined construction cost data by the following:				
PT.110	Construction Type; and	Critical		
PT.111	Square footage to help calculate project valuation.	Critical		
PT.112	The system has the ability to associate user-defined fields with specific permit types and indicate required fields by permit type.	Critical		
PT.113	The system has the ability to allow automated flagging of permit record, once geo-referenced, when the location of such record falls within a special district or sensitive location identified via established polygons or shape file data types/sources created within the GIS environment.	Critical		
PT.114	The system has the ability to allow automated flagging of permit records at pre-defined milestones/processes to identify special conditions to be resolved prior to allowing subsequent permit processes from taking place.	Critical		
PT.115	The system has the ability to "re-route" permit to appropriate departments so that revisions created by one department can be reviewed by other departments.	Critical		

Permitting				
Req #	Description of Requirement	Criticality	Response	Comments
PT.116	The system has the ability to allow review routing based on user-defined reviewing parties and agencies per permit type and sub-type simultaneously.	Critical		
PT.117	The system has the ability to allow for interactive printing of permits using customized permits print format.	Critical		
PT.118	The system has the ability to allow notes from the plan review and general application notes to be flagged to print on the permit.	Critical		
PT.119	The system has the ability to provide the option to print either combination permits (multiple permits per form) or single permits (one permit per form).	Desired		
The system has the ability to allow the user to perform editing prior to the printing of permits with appropriate controls for items including:				
PT.120	Fee paid;	Critical		
PT.121	All permits modified; and	Critical		
PT.122	Other user-defined fields.	Critical		
PT.123	The system has the ability to allow user to waive permitting fees with appropriate security.	Critical		
PT.124	The system has the ability to attach standard details such as a traffic control plan information to a permit.	Critical		
PT.125	The system has the ability to print supporting documentation when printing a permit (such as traffic control plan documentation).	Critical		
PT.126	The system has the ability to prompt user to return escrow or financial security upon inspection/approval.	Critical		
PT.127	The system has the ability to issue and track certificate of occupancy.	Critical		
PT.128	The system has the ability to print the CO and permit that is posted onsite.	Critical		
PT.129	The system has the ability to provide a notification to the associated project manager when a temporary CO is about to expire.	Critical		
PT.130	The system has the ability to notify when letter of completion has expired, for the purpose of re-inspection and issuance of final CO.	Critical		
Reporting				
PT.131	The system has the ability to generate ad hoc reports.	Critical		
PT.132	The system has the ability to generate a report of the number of days that a permit has been in process, from application to issuance.	Critical		

Permitting				
Req #	Description of Requirement	Criticality	Response	Comments
The system has the ability to generate a report of permit activity including:				
PT.133	Total elapsed time;	Critical		
PT.134	Time spent by each review level; and	Critical		
PT.135	Other used-defined activities.	Critical		
The system has the ability to generate permit reports by type for the following:				
PT.136	Permits issued within a user-defined date range;	Critical		
PT.137	Permit activity within a user defined area based upon GIS mapping;	Critical		
PT.138	Applications submitted within a user-defined date range;	Critical		
PT.139	Inspections performed within a user-defined date range;	Critical		
PT.140	Inspector activity within a user-defined date range;	Critical		
PT.141	Open construction bonds;	Critical		
PT.142	Open construction bonds associated activity;	Critical		
PT.143	Certificates of Occupancy activity;	Critical		
PT.144	Permits listings by contractor;	Critical		
PT.145	Applicant file mailing labels (with option to export); and	Critical		
PT.146	Permit expiration reports.	Critical		
PT.147	Permit activity by type and valuation.	Critical		

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Inspections				
Req #	Description of Requirement	Criticality	Response	Comments
General				
IN.1	The system has the ability to interface in real time with the modules in the City's financial system.	Desired		
IN.2	The system has the ability to record inspection results remotely (in the field).	Critical		
IN.3	The system has the ability to update inspection data remotely (in the field).	Critical		
IN.4	The system has the ability to track result types (i.e. standard results).	Critical		
Inspection Scheduling				
IN.5	The system has the ability to automate inspection assignments by geographical area with the ability to override.	Desired		
IN.6	The system has the ability to automate inspection assignments by inspection type with the ability to override.	Desired		
The system has the ability to perform error checking during inspection scheduling with the ability to override to ensure the following:				
IN.7	City Contractors' licenses are valid;	Critical		
IN.8	State Contractors' licenses are valid;	Critical		
IN.9	Pre-requisite Inspections are being performed;	Critical		
IN.10	Inspections are performed in the proper sequence;	Critical		
IN.11	All required fees have been paid;	Critical		
IN.12	The permit has not expired;	Critical		
IN.13	The type of inspection requested is valid for the permit;	Critical		
IN.14	All other City receivables have been paid; and	Desired		
IN.15	The permit has not been placed on hold.	Critical		
The system has the ability to track the following inspection request fields:				
IN.16	Builder name;	Critical		

Inspections				
Req #	Description of Requirement	Criticality	Response	Comments
IN.17	Associated permit number;	Critical		
IN.18	Owner name;	Critical		
IN.19	Contact name;	Critical		
IN.20	Contact phone number;	Critical		
IN.21	Subdivision name and section;	Critical		
IN.22	Parcel ID	Critical		
IN.23	Lot and block number;	Critical		
IN.24	Street address;	Critical		
IN.25	Time of call;	Critical		
IN.26	City employee who received call;	Critical		
IN.27	Type of inspection requested;	Critical		
IN.28	Internal request checkbox;	Critical		
IN.29	Capture notes for special requests; and	Critical		
IN.30	Other used identified fields.	Critical		
IN.31	The system has the ability to calculate associated additional fees based on assigned inspector's hourly rate or overtime rate.	Desired		
IN.32	The system has the ability to calculate fees based upon mileage and other expenses.	Desired		
IN.33	The system has the ability to reassign inspections to another inspector (i.e. due to absence).	Critical		
IN.34	The system has the ability to accept online inspection requests.	Critical		
IN.35	The system has the ability to accommodate the logging of inspection results.	Critical		
IN.36	The system has the ability to track and maintain inspection results with notes.	Critical		
IN.37	The system has the ability to allow for the set up of user-defined inspection sequences, based on type of work performed.	Critical		
Inspection Data				
IN.36	The system has the ability to allow online entry and maintenance of inspection notices.	Critical		
IN.37	The system has the ability to allow online entry and maintenance of inspection renewals.	Critical		
IN.38	The system has the ability to populate inspection information based upon entering the permit ID number.	Critical		

Inspections				
Req #	Description of Requirement	Criticality	Response	Comments
IN.39	The system has the ability to allow the input of inspection data by handheld devices including laptops and wireless mobile devices.	Critical		
IN.40	The system has the ability to allow for an unlimited number of inspections on each application.	Critical		
IN.41	The system has the ability to view inspection notes for all inspection types.	Critical		
IN.42	The system has the ability to require an asbestos inspection prior to issuance of a permit if the project involves the demolition of all or part of an existing structure.	Critical		
IN.43	The system has the ability to attach pictures of inspections and violations in order to determine if issue has been fixed in a follow up inspection.	Critical		
IN.44	The system has the ability to allow for the entry of inspector's notes for each visit.	Critical		
IN.45	The system has the ability to automate the walk-through permit inspection process (i.e., checklists).	Critical		
IN.46	The system has the ability to record inspection weather information (e.g., temperature).	Desired		
IN.47	The system has the ability to establish sign off authority by user.	Critical		
IN.48	The system has the ability to provide a single screen data entry point for recording inspection results.	Critical		
IN.49	The system has the ability to maintain history regarding review comments and inspection history.	Critical		
IN.50	The system has the ability to flag when special conditions are present.	Critical		
IN.51	The system has the ability to include user-defined re-inspection penalties.	Critical		
IN.52	The system has the ability to issue and track letters of completion.	Critical		
IN.53	The system has the ability to automatically notify external agencies the results of an inspection via e-mail (i.e., notification to electric companies).	Desired		
IN.54	The system has the ability to accommodate customer service inspections in order to follow the state TCEQ form.	Critical		
Reporting				
IN.55	The system has the ability to generate ad hoc reports.	Critical		

Inspections				
Req #	Description of Requirement	Criticality	Response	Comments
IN.56	The system has the ability to generate a report of the number of days that a permit has been in process, from application to issuance.	Critical		
The system has the ability to generate inspection reports for the following:				
IN.57	Type of inspections performed during any user-defined period of time;	Critical		
IN.58	Inspections, by type, initiated during any user-defined period of time;	Critical		
IN.59	Average number of calendar days from date of first request until the first inspection for any user-defined period of time; and	Critical		
IN.60	Average number of calendar days from date inspector's first inspection until voluntary compliance (for only voluntary compliance cases) for any user-defined period of time.	Critical		
IN.61	The system has the ability to generate inspection schedule workload reports by date and inspector.	Critical		

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Code Enforcement				
Req #	Description of Requirement	General Requirements		
		Criticality	Response	Comments
CE.1	The system has the ability to provide a code enforcement module that is integrated with all other system modules.	Critical		
CE.2	The system has the ability to have one screen to view all inspection and violation data.	Critical		
CE.3	The system has the ability to view utility customer information.	Critical		
CE.4	The system has the ability to enforce liquor permits.	Critical		
CE.5	The system has the ability to track case notes system wide.	Critical		
CE.6	The system has the ability to allow for user-defined case number structure based on sequential numbering.	Critical		
CE.7	The system has the ability to use an existing case as a template for creating similar case records.	Critical		
CE.8	The system has the ability to accommodate user-defined templates for City-identified case types.	Critical		
CE.9	The system has the ability to track case status including dates that the status changed.	Critical		
CE.10	The system has the ability to attach pictures of inspections and violations in order to determine if issue has been fixed in a follow up inspection.	Critical		
CE.11	The system has the ability to record unlimited date/time stamped comments related to the case.	Critical		
CE.12	The system has the ability to allow users to define (through table entry) an unlimited number of code enforcement case and violation types and add, change and delete types as required.	Critical		
CE.13	The system has the ability to send automatic email notifications to internal/external review levels (e.g., Health Department, Fire Department, Animal Control) during processing.	Critical		

Code Enforcement				
Req #	Description of Requirement	Criticality	Response	Comments
CE.14	The system has the ability to integrate with any parcel manager system to validate parcels, addresses, owners and zoning.	Critical		
CE.15	The system has the ability to define a workflow for each case type to route the case for review.	Critical		
CE.16	The system has the ability to define default actions including inspections that must be completed for each case type.	Critical		
CE.17	The system has the ability to display locations of cases in the City's GIS system.	Desired		
CE.18	The system has the ability to record and track that a property lien or pending lien has been levied against a property.	Critical		
CE.19	The system has the ability to integrate with the Permit Module to allow Permitting to see any outstanding code violations.	Critical		
CE.20	The system has the ability to integrate with the Code Enforcement Module to allow view permit activity from the code enforcement module.	Critical		
The system has the ability to generate code enforcement notices (that can be modified on a case by case basis) including the following:				
CE.21	Notice of violation;	Critical		
CE.22	Notice Letter;	Critical		
CE.23	Notice of abatement; and	Critical		
CE.24	Other user-defined.	Critical		
CE.25	The system has the ability to maintain all ordinances online to become part of any correspondence.	Critical		
CE.26	The system has the ability to import City ordinances and national codes (ICC, NFPA) (maintains updated code).	Critical		
CE.27	The system has the ability to accommodate a user-defined and user-maintained fee schedule.	Critical		
CE.28	The system has the ability to override default fees/fines on an individual case (with appropriate user security permissions).	Critical		
CE.29	The system has the ability to maintain review and inspection history.	Critical		
CE.30	The system has the ability to override default actions on an individual case (with appropriate user security permissions).	Critical		
CE.31	The system has the ability to identify detailed checklist items for each defined action.	Critical		
CE.32	The system has the ability to back date enforcement transactions with appropriate security permissions.	Critical		

Code Enforcement				
Req #	Description of Requirement	Criticality	Response	Comments
CE.33	The system has the ability to accommodate user-defined and user-maintained lists in look-up tables ("pick lists") for fields including (but not limited to) violation and code references.	Critical		
CE.34	The system has the ability to maintain data in tables, using "from & to effective dates," and allowing data in the table to be copied and altered, without impacting historical records associated with old table entries.	Critical		
Inspection Scheduling				
CE.35	The system has the ability to provide a simplistic, comprehensive solution to address routine inspections, such as routine fire and health inspections.	Critical		
CE.36	The system has the ability to accommodate recurring inspections.	Critical		
CE.37	The system has the ability to automate the scheduling and notification of reoccurring inspections.	Critical		
CE.38	The system has the ability to provide tracking capabilities for recurring fire, safety, alarm, and similar inspections and monitoring information.	Critical		
CE.39	The system has the ability to allow for the printing of job cards and violation hangers in the office to be hung at the violation site listing specific code violations, impending actions/dates, etc.	Critical		
CE.40	The system has the ability to allow for the printing of job cards and violation hangers in the field to be hung at the violation site listing specific code violations, impending actions/dates, etc.	Critical		
CE.41	The system has the ability to record and track resident complaints (e.g., dilapidated houses, dogs, trash, object in right-of-way, farm animals).	Critical		
CE.42	The system has the ability to allow the user to enter resident complaint information using a drop-down list of user-defined complaints.	Critical		
CE.43	The system has the ability to require steps in the inspection process to be followed and not skipped with the ability to override.	Critical		
CE.44	The system has the ability to automate inspection assignments by inspector.	Critical		
CE.45	The system has the ability to automate inspector supervisor assignments.	Critical		
CE.46	The system has the ability to automate inspection assignments by inspection type.	Critical		

Code Enforcement				
Req #	Description of Requirement	Criticality	Response	Comments
CE.47	The system has the ability to automate inspection assignments by geographical area.	Critical		
CE.48	The system has the ability to automate inspection assignments by a user-defined data source.	Critical		
CE.49	The system has the ability to generate inspection checklists based upon the type of inspection.	Critical		
Violations				
The system has the ability to track the following City Code Violations:				
CE.50	Overflowing Containers;	Critical		
CE.51	Addressing Requirements;	Critical		
CE.52	Home Occupation;	Critical		
CE.53	Maximum Occupancy - Family;	Critical		
CE.54	Junk Vehicle;	Critical		
CE.55	Hazardous Materials;	Critical		
CE.56	Refrigerators;	Critical		
CE.57	Zoning;	Critical		
CE.58	Parking in the Yard;	Critical		
CE.59	Weeds and Grass;	Critical		
CE.60	Multiple user defined property maintenance;	Critical		
CE.61	Open Storage;	Critical		
CE.62	Illegal Signs; and	Critical		
CE.63	Other user-defined violations.	Critical		
CE.64	The system has the ability to place a hold on permits if code enforcement violations and/or fines are outstanding.	Critical		
CE.65	The system has the ability to track multiple violations and citations on one property.	Critical		
CE.66	The system has the ability to track fines through final collection process.	Desired		
CE.67	The system has the ability to track fines that have been sent to the collection process (i.e., municipal court).	Desired		
CE.68	The system has the ability to flag a violation as a repeat violation.	Critical		
CE.69	The system has the ability to flag a violation as a repeat violation for fine escalation purposes (in a rolling user defined date range by type).	Desired		

Code Enforcement				
Req #	Description of Requirement	Criticality	Response	Comments
CE.70	The system has the ability to associate multiple violations with a single case.	Critical		
CE.71	The system has the ability to define default fines associated with a case type.	Desired		
CE.72	The system has the ability to accommodate an updateable, user-defined fee structure.	Critical		
CE.73	The system has the ability to allow the input of code violations by handheld devices including laptops and wireless mobile devices.	Critical		
CE.74	The system has the ability to work offline in the field and record enforcement actions which can later be uploaded to the system at a user defined time.	Critical		
CE.75	The system has the ability to access the system remotely via laptops and wireless mobile devices for the purpose of querying violation history and other codes detail.	Critical		
CE.76	The system has the ability to filter by codes violations and process reports.	Critical		
CE.77	The system has the ability to allow the user to search prior premises history on property with codes violations.	Critical		
CE.78	The system has the ability to allow the user to search for specific violation types.	Critical		
Query & Reporting				
CE.79	The system has the ability to print a summary report of fees/fines assessed on cases based on user-defined selection criteria.	Desired		
CE.80	The system has the ability to print a listing of cases based on user-defined selection criteria.	Critical		
CE.81	The system has the ability to view a list of all cases and permits at a selected location.	Critical		
CE.82	The system has the ability to track the results of citation court cases for reporting purposes.	Critical		
The system has the ability to query cases by the following fields:				
CE.83	Case ID;	Critical		
CE.84	Date;	Critical		
CE.85	Type;	Critical		
CE.86	Physical location;	Critical		
CE.87	Status;	Critical		

Code Enforcement				
Req #	Description of Requirement	Criticality	Response	Comments
CE.88	History;	Critical		
CE.89	Violation type;	Critical		
CE.90	Location (address);	Critical		
CE.91	Owner;	Critical		
CE.92	Parcel;	Critical		
CE.93	Tenant name;	Critical		
CE.94	Occupancy type (building code driven);	Critical		
CE.95	Inspector;	Critical		
CE.96	Other user-defined; and	Critical		
CE.97	Any combination of the above.	Critical		
CE.98	The system has the ability to print a summary report of processing time for cases based on user-defined selection criteria.	Critical		
The system has the ability to generate reports on resident complaints including the following:				
CE.99	Day;	Critical		
CE.100	Date	Critical		
CE.101	Time;	Critical		
CE.102	Type;	Critical		
CE.103	Street Address of complaint;	Critical		
CE.104	Physical location;	Critical		
CE.105	Property Owner;	Critical		
CE.106	Tenant;	Critical		
CE.107	Complainant contact information and address;	Critical		
CE.108	Email address;	Critical		
CE.109	Property management information;	Critical		
CE.110	Phone Number; and	Critical		
CE.111	Other user-defined.	Critical		
CE.112	The system has the ability to allow citizens to log complaints online via a portal from the City's website.	Critical		
CE.113	The system has the ability to allow the City to determine information that is made public by a private or public flag.	Critical		

Code Enforcement				
Req #	Description of Requirement	Criticality	Response	Comments
CE.114	The system has the ability to allow citizens to check the status of a logged complaint online via a portal from the City's website.	Critical		

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F: Feature/Function will be available in a future software release.				
C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.				
		N: Feature/Function cannot be provided.		
Citizen and Contractor Web Access				
Req #	Description of Requirement	General Requirements		
		Criticality	Response	Comments
CC.1	The system has the ability to provide an online, web-based interface for citizen self-service.	Critical		
CC.2	The system has the ability to provide an online, web-based interface for citizen self-service that integrates with all system modules.	Critical		
CC.3	The system has the ability to provide a citizen self-service portal that can be customized to have a similar look and feel as the City website.	Critical		
CC.4	The system has the ability to provide a citizen self-service portal that is operational on a 24x7 basis.	Critical		
CC.5	The system has the ability to display content in multiple languages including English and Spanish.	Critical		
CC.6	The system has the ability to capture and track usage volume statistics.	Critical		
CC.7	The system has the ability to generate and send e-mail confirmations of user-defined activity.	Critical		
CC.8	The system has the ability to display notice of successful submission to a user.	Critical		
CC.9	The system has the ability to send an email notice of successful submission to a user.	Critical		
CC.10	The system has the ability to send an email notice of successful submission to a user that contains hyperlinks to the relevant areas of the citizen self-service portal.	Critical		
CC.11	The system has the ability to allow "online form submission" whereby users can complete fillable forms for electronic submission.	Critical		
CC.12	The system has the ability to allow documents to be attached to online form submissions in accordance with the requirements described in the "General and Technical" worksheet.	Critical		
CC.13	The system has the ability to configure certain fields as required fields within the online form submission functionality.	Critical		

Citizen and Contractor Web Access				
Req #	Description of Requirement	Criticality	Response	Comments
CC.14	The system has the ability to enforce requiring a valid email address.	Critical		
CC.15	The system has the ability to limit the number of transactions a citizen can initiate online.	Critical		
The system has the ability for user-defined routing of all citizen self-service functionality to the following:				
CC.16	Individual City employee/user;	Critical		
CC.17	Group of at least 9 City employees/users;	Critical		
CC.18	Individual City user group;	Critical		
CC.19	Group of at least 9 City user groups;	Critical		
CC.20	System administrator; and	Critical		
CC.21	Other, user-defined.	Critical		
CC.22	The system has the ability to produce customizable error messages.	Critical		
CC.23	The system has the ability to post notice of scheduled down-time.	Critical		
CC.24	The system has the ability to automatically email all registered users of scheduled down-time.	Critical		
Security-Enabled Functionality				
CC.25	The system has the ability to provide a security-enabled functionality set (i.e., user ID and password required).	Critical		
CC.26	The system has the ability to maintain permissions by user (need to inactivate a user)	Critical		
CC.27	The system has the ability to allow certain information to be restricted for viewing only by users logged-in with appropriate credentials.	Critical		
CC.28	The system has the ability to provide a single username/password combination that can be used for all security-enabled functionality.	Critical		
CC.29	The system has the ability to require an authentication email to be acted upon in order to activate a new account.	Critical		
CC.30	The system has the ability to enforce timeout thresholds.	Critical		
CC.31	The system has the ability to allow a logged-in user to view all security-enabled information related to them.	Critical		
CC.32	The system has the ability to allow a user to save work in progress with the ability to edit prior to submission (i.e., log out and then log back in without losing information).	Critical		
CC.33	The system has the ability to allow a user to view the status of a request/submission after logging in.	Critical		

Citizen and Contractor Web Access				
Req #	Description of Requirement	Criticality	Response	Comments
CC.34	The system has the ability to pre-populate basic identity fields based on the account information stored with the user's ID/password.	Critical		
CC.35	The system has the ability to generate an electronic signature based upon approved login credentials.	Critical		
The system has the ability to provide comprehensive security-enabled functionality across all system modules including but not limited to the following:				
CC.36	Site plan review request;	Critical		
CC.37	View status of inspections by type;	Critical		
CC.38	View status of applications by type;	Critical		
CC.39	View status of permits by type;	Critical		
CC.40	Allow contractors to register online;	Critical		
CC.41	Allow contractors to renew online;	Critical		
CC.42	Apply for a permit online; and	Critical		
CC.43	Request an inspection to be scheduled and integrate to MS Outlook.	Critical		
Public Access Functionality				
CC.44	The system has the ability to provide public access functionality (i.e., no user ID and password required).	Critical		
CC.45	The system has the ability to provide lookup functionality for certain user-defined information access based on a combination of discrete data elements (i.e., permit application number and submittal date).	Critical		
CC.46	The system has the ability to post public access document postings for download.	Critical		
The system has the ability to provide comprehensive public access functionality across all system modules including but not limited to the following:				
CC.47	Notification of plat being recorded;	Critical		
CC.48	Search functionality for general activity (i.e., "informed neighbor");	Critical		
CC.49	Site plan review request; and	Critical		
CC.50	Code enforcement complaint initiation.	Critical		
Web-Based Payment				

Citizen and Contractor Web Access				
Req #	Description of Requirement	Criticality	Response	Comments
CC.51	The system has the ability to integrate with the City's credit card processing merchant to accept payments through the citizen self-service portal.	Critical		
CC.52	The system has the ability to allow payments for certain permit types in the citizen self-service portal.	Critical		
CC.53	The system has the ability to allow payments for certain application types in the citizen self-service portal.	Critical		
CC.54	The system has the ability to provide a receipt of payments made in real time.	Critical		
CC.55	The system has the ability to allow payments for certain special assessments in the citizen self-service portal.	Critical		
CC.56	The system has the ability to allow partial payments in the citizen self-service portal.	Critical		
CC.57	The system has the ability to allow payments for certain inspections in the citizen self-service portal.	Critical		
CC.58	The system has the ability to allow payments for certain licenses in the citizen self-service portal.	Critical		
CC.59	The system has the ability to allow charitable contribution payments in the citizen self-service portal.	Critical		
CC.60	The system has the ability to restrict payment types to city-defined parameters (i.e., credit cards accepted).	Critical		

Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:				
	S: Feature/Function is included in the current software release.	T: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.		
	F: Feature/Function will be available in a future software release.			
	C: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.			
N: Feature/Function cannot be provided.				
Fleet Management				
Req #	Description of Requirement	General Requirements		
		Criticality	Response	Comments
FM.1	The system has the ability for the fleet management module to integrate with all other system modules.	Critical		
FM.2	The system has the ability for the fleet management module to integrate with all other system modules in real time.	Critical		
FM.3	The system has the ability to electronically notify departments when a pick-up is ready.	Desired		
FM.4	The system has the ability to provide an employee self-service portal where fleet management tasks can be performed that includes the result of inspections.	Desired		
FM.5	The system has the ability to integrate with the City's fuel management application.	Critical		
FM.6	The system has the ability to integrate with the City's human resources and payroll applications.	Critical		
FM.7	The system has the ability to integrate with the Fixed Asset module to link assets to fleet items.	Critical		
FM.8	The system has the ability to accommodate daily inspection schedules for fleet items.	Critical		
FM.9	The system has the ability to accommodate an annual rating system whereby employees estimate the expected life of existing fleet items.	Critical		
FM.10	The system has the ability to accommodate the outsourcing of work (i.e., warranty work performed by external groups).	Critical		
FM.11	The system has the ability to record total cost of ownership of a fleet item.	Critical		
FM.12	The system has the ability to modify valuation due to improvements or replacements to the fleet item.	Critical		

Fleet Management				
Req #	Description of Requirement	Criticality	Response	Comments
FM.13	The system has the ability to allow a user to search fleet items by any discrete data element in the fleet item record.	Critical		
FM.14	The system has the ability to automatically account for a new fleet item at the time of purchase through the purchasing module.	Desired		
FM.15	The system has the ability to support electronic identification equipment (e.g., RFID).	Critical		
FM.16	The system has the ability to do periodic inventories via barcode reading and barcode scanning.	Critical		
FM.17	The system has the ability to indicate a fleet item as "disposed."	Critical		
The system has the ability to support the following fleet retirement methods:				
FM.18	Public auction;	Critical		
FM.19	Sealed bid;	Critical		
FM.20	Online sale;	Critical		
FM.21	Junk process;	Critical		
FM.22	Transfer process;	Critical		
FM.23	Parts tear-down; and	Desired		
FM.24	Trade-in.	Critical		
FM.25	The system has the ability to record City-defined information at the time of fleet item disposal related to the fleet item (e.g., condition of fleet item mileage, etc.)	Critical		
FM.26	The system has the ability for the system to import and report on AVL data from the City's AVL/Inspection (Zonar) or similar systems.	Critical		
FM.27	The system has the ability to receive replacement costs of the fleet fixed assets based on integration between the two systems.	Critical		
FM.28	The system has the ability to track asset usage by department in order to determine equipment replacement fund allocation for asset replacement.	Desired		
FM.29	The system has the ability to perform batch processing.	Critical		
FM.30	The system has the ability to close period (month) for billing, and will not allow charges to process for a period that has already been closed.	Critical		
Fleet Tracking				
FM.31	The system has the ability to track all City-owned fleet items.	Critical		

Fleet Management				
Req #	Description of Requirement	Criticality	Response	Comments
FM.32	The system has the ability to track warranty information.	Critical		
FM.33	The system has the ability to track at least 999,999 different fleet items.	Critical		
FM.34	The system has the ability to track vehicle history across departments.	Critical		
FM.35	The system has the ability to automatically assign unique fleet item numbers.	Desired		
FM.36	The system has the ability to have vehicles on a City-wide numbering system.	Desired		
FM.37	The system has the ability to allow a fleet item number to be at least 8 characters in length (alphanumeric).	Critical		
FM.38	The system has the ability to copy an existing fleet item record as a starting point for the entry of a new fleet item.	Critical		
The system has the ability to utilize fleet item numbers with segments to capture the following:				
FM.39	Year;	Critical		
FM.40	Type;	Critical		
FM.41	Class Code;	Critical		
FM.42	ID; and	Critical		
FM.43	Department.	Critical		
FM.44	The system has the ability to establish at least 999 fleet item groups.	Critical		
FM.45	The system has the ability to accommodate at least 999 fleet item types.	Critical		
The system has the ability to establish and manage the following fleet item types or class codes:				
FM.46	Vehicle;	Critical		
FM.47	Equipment;	Critical		
FM.48	Grant item; and	Critical		
FM.49	Other, user-defined.	Critical		
The system has the ability to track and maintain the following data elements for each fleet item:				
FM.50	Fleet item ID number;	Critical		
FM.51	Fleet item type;	Critical		
FM.52	Availability status;	Critical		

Fleet Management				
Req #	Description of Requirement	Criticality	Response	Comments
FM.53	Ownership status (i.e., own, lease, loan, etc.);	Critical		
FM.54	Security access to item (e.g., keys to vehicle, code to device);	Critical		
FM.55	Service manual (i.e., electronically scanned and attached);	Critical		
FM.56	Take-home status;	Critical		
FM.57	Purchase date;	Critical		
FM.58	Original funding source;	Critical		
FM.59	Rating (i.e., expected life);	Critical		
FM.60	Current hours;	Critical		
FM.61	Current mileage;	Critical		
FM.62	VIN;	Critical		
FM.63	Serial number;	Critical		
FM.64	License Plate Number;	Critical		
FM.65	Brand;	Critical		
FM.66	Make;	Critical		
FM.67	Model;	Critical		
FM.68	Manufacturer;	Critical		
FM.69	Vendor purchased from;	Critical		
FM.70	Associated purchasing documentation (i.e., bids, purchase order, etc.);	Critical		
FM.71	Purchase price;	Critical		
FM.72	Expected life in time;	Critical		
FM.73	Expected life in hours;	Critical		
FM.74	Expected life in mileage;	Critical		
FM.75	Expected replacement date;	Critical		
FM.76	Estimated replacement cost;	Critical		
FM.77	Depreciation method;	Critical		
FM.78	Warranties, at least 2;	Critical		
FM.79	Fuel type;	Critical		
FM.80	Parent/child relation with other fleet items;	Critical		
FM.81	At least 99 associated fixed assets (i.e., light bars to police cars);	Critical		
FM.82	Insurance;	Critical		
FM.83	Registration renewal events, at least 5;	Critical		

Fleet Management				
Req #	Description of Requirement	Criticality	Response	Comments
FM.84	Inspection events, at least 9;	Critical		
FM.85	Maintenance schedules, at least 9;	Critical		
FM.86	Accident events including date, time and associated damage along with the ability to attach documents such as photos and cost estimate to repair damage;	Critical		
FM.87	Physical location assignment;	Critical		
FM.88	Primary City Department;	Critical		
FM.89	Secondary City Department;	Critical		
FM.90	Primary City Division;	Critical		
FM.91	Secondary City Division;	Critical		
FM.92	Account Numbers ;	Critical		
FM.93	Assigned employee name;	Critical		
FM.94	Assigned employee ID;	Critical		
FM.95	Fixed asset number	Critical		
FM.96	Free text/comments field; and	Critical		
FM.97	Other, user-defined.	Critical		
FM.98	The system has the ability to automatically generate a fleet item ID number sequentially.	Desired		
FM.99	The system has the ability to attach documents to a fleet item record.	Critical		
FM.100	The system has the ability to maintain all historical information for any data element for each fleet item (e.g., original employee assignment prior to current assignment).	Critical		
FM.101	The system has the ability to list all work order events related to an fleet item.	Critical		
FM.102	The system has the ability to allow multiple configurable daily inspections routines and schedules (i.e., appearance inspection in public safety).	Critical		
FM.103	The system has the ability to allow drill-down to see the detail associated with each work order event related to a fleet item.	Critical		
FM.104	The system has the ability to view associated parts in the detail associated with each work order event related to a fleet item.	Critical		
FM.105	The system has the ability to allow a user to easily see if a replacement part as part of a work order is under active warranty.	Critical		

Fleet Management				
Req #	Description of Requirement	Criticality	Response	Comments
FM.106	The system has the ability to mass transfer fleet items from one organization/department code to another.	Desired		
FM.107	The system has the ability to transfer fleet items options including fully or partially, current period or retroactively, and mass transfer.	Critical		
FM.108	The system has the ability to allow the transfer of a fleet item from one department or fund to another.	Critical		
Fleet Scheduling				
FM.109	The system has the ability to maintain a master schedule in the fleet module.	Critical		
FM.110	The system has the ability to allow the schedule to be viewed by employees outside of Fleet Services (e.g., Police Supervisors to view upcoming fleet activities).	Desired		
FM.111	The system has the ability for the fleet scheduling calendar to automatically email notifications of upcoming events at configurable intervals.	Desired		
FM.112	The system has the ability to maintain a schedule for planned maintenance activities.	Critical		
FM.113	The system has the ability to maintain a schedule of availability of human resources (i.e., available technicians).	Critical		
FM.114	The system has the ability to allow at least 99 different planned maintenance activities with associated scheduling.	Critical		
FM.115	The system has the ability to produce a daily, weekly or monthly schedule of planned activities for that time period.	Critical		
Fleet Parts Inventory				
FM.116	The system has the ability to link fleet inventory items with the central inventory management system module.	Critical		
FM.117	The system has the ability to associate cost with each part in the inventory module.	Critical		
FM.118	The system has the ability to link inventory IDs for a new item to the same, existing item.	Critical		
FM.119	The system has the ability to identify a sub-group within the City's central inventory database for fleet inventory items (i.e., as an inventory item type).	Critical		
FM.120	The system has the ability to maintain inventory levels and trigger reorder points consistent with the inventory management module.	Critical		
FM.121	The system has the ability to accommodate sub-types within fleet inventory types.	Critical		

Fleet Management				
Req #	Description of Requirement	Criticality	Response	Comments
FM.122	The system has the ability to allow configurable inventory records based on established fleet inventory sub-types.	Critical		
The system has the ability to capture and maintain the following data elements for fleet inventory types, in addition to all data elements available for all inventory item:				
FM.123	Item ID;	Critical		
FM.124	Associated vendor part/stock numbers, at least 99;	Critical		
FM.125	Associated fleet items, at least 99;	Critical		
FM.126	Warranty period in time;	Critical		
FM.127	Warranty period in hours;	Critical		
FM.128	Warranty period in miles; and	Critical		
FM.129	Associated documentation (i.e., scanned instruction manuals).	Critical		
FM.130	The system has the ability to accommodate multiple inventory management methods (i.e., LIFO, FIFO).	Critical		
Fleet Work Orders				
FM.131	The system has the ability to provide work order functionality within the fleet management system module or as a work order type within the Work Order module.	Critical		
FM.132	The system has the ability to customize fleet work order screen layouts by location or workstation (i.e., for simplified layouts on the shop fleet versus back office).	Desired		
FM.133	The system has the ability to allow configurable work order formats based on the type of work being performed (i.e., planned vs. corrective, etc.).	Critical		
FM.134	The system has the ability to allow at least 999 configurable work order activities based on common recurring repairs (i.e., brake jobs, etc.).	Critical		
FM.135	The system has the ability to link time, materials and parts associated with a configured work order activity (i.e., the parts needed for a brake job).	Critical		
FM.136	The system has the ability to track equipment used associated with a configured work order activity (i.e., A/C machine used for an A/C service).	Critical		
FM.137	The system has the ability to identify inventory and materials needed to complete a work order.	Critical		

Fleet Management				
Req #	Description of Requirement	Criticality	Response	Comments
FM. 138	The system has the ability to generate "pick-lists" to pull needed inventory parts and materials prior to the work order being started.	Critical		
FM. 139	The system has the ability to identify tools and equipment needed to complete a work order.	Desired		
FM. 140	The system has the ability to attach instructions or safety information to work orders.	Critical		
FM. 141	The system has the ability to attach Adobe PDF documents to work orders.	Desired		
Reporting				
FM. 142	The system has the ability to generate a variety of fleet item utilization reports.	Critical		
FM. 143	The system has the ability to generate a report that shows the cost of all vehicles, created by vehicle type.	Critical		
FM. 144	The system has the ability to allow a user to query any point-in-time value in a fleet items record.	Critical		
FM. 145	The system has the ability to generate a master listing of fleet items, with configuration capabilities among any data field in the item record.	Critical		
FM. 146	The system has the ability to generate a list of all fleet items by Department.	Critical		
FM. 147	The system has the ability to produce a maintenance excess report, with adjustable parameters to identify fleet items requiring excessive maintenance.	Critical		
FM. 148	The system has the ability to generate a report of all fleet items overdue for planned maintenance.	Critical		
FM. 149	The system has the ability to generate a report of all fleet items beyond their expected useful lives.	Critical		
FM. 150	The system has the ability to generate a variety of reports related to work order completion activities (i.e., total time spent by technicians in a date range.).	Critical		
FM. 151	The system has the ability to generate a variety of work order reports by department or other data element (i.e., time spent repairing a particular department's associated fleet items.)	Critical		
FM. 152	The system has the ability to generate an availability report for all fleet items, configurable by date range and fleet item type.	Critical		
FM. 153	The system has the ability to generate a point-in-time expected replacement cost report to project the cost to replace all items in use beyond their expected useful lives.	Critical		

Fleet Management				
Req #	Description of Requirement	Criticality	Response	Comments
FM.154	The system has the ability to generate a weekly mileage and fuel consumption report.	Critical		
FM.155	The system has the ability to generate a monthly mileage and fuel consumption report.	Critical		
FM.156	The system has the ability to generate a report of all fleet item usage for the purposes of "take-home."	Critical		
FM.157	The system has the ability to provide a variety of reporting capabilities to assist with fleet item retirement analysis (i.e., maintenance cost analysis).	Critical		
FM.158	The system has the ability to generate a report that encompasses all costs charged to a fleet unit, sorted by department and unit for billing purposes.	Critical		

Potential Interfaces

The City has developed a list of potential interfaces for the future ERP system. In several instances, interfaces in this list may not be required if the future ERP system can provide needed functionality. Conversely intended replacements of existing third-party systems may be adjusted if functionality in the future ERP system is not adequate. As a result, the City has developed a list of potential interfaces for vendors to respond to so that the City may consider its future applications environment. The types of integration are:

SEND: The ERP system will only need to SEND data to the third party application.

RECEIVE: The ERP system will only need to RECEIVE data from the third party application.

BOTH: The ERP system will need to both SEND and RECEIVE information to/from the third party application.

Req #	System/Interface	Vendor	Version	Database Platform	Type of Integration	Reason for Integration	Criticality	Comments	Vendor Response	Cost to Develop
INT.1	NEOGOV Insight (Online Job Application & Career Portal)	NEOGOV			RECEIVE	New hire information	Critical			
INT.2		CitiBank			RECEIVE	Purchasing card transaction-level detail	Critical			
INT.3		Wells Fargo			RECEIVE	Bank reconciliation file	Critical			
INT.4		Texas Municipal League			RECEIVE	Benefits Enrollment	Desired			
INT.5		CityWorks			SEND	Work orders - send land data	Desired			
INT.6	GIS	ESRI			RECEIVE	Receive land data	Critical			
INT.7	Municipal Courts	Incode			RECEIVE	Payments	Critical			
INT.8	Document Management	SIRE			BOTH	Receive stored documents and sending documents for storage	Critical			
INT.9	Utility Billing/Cash Receipts	SunGard			RECEIVE	Payments	Critical			
INT.10	Fuel Management	Phoenix			RECEIVE	Mileage information by vehicle	Critical			
INT.11	MS Outlook	Microsoft			SEND	Calendar invites, emails	Desired			

Cost Worksheet																				
Vendor-Hosted Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a vendor-hosted application. The pricing should be based on the detailed functionality that the City requires for each functional area. When a single price may be provided for a group of modules, please provide that cost with a notation. All additional costs should be captured in the respective areas.																				
Cost Area (Tab No. from Attachment B - Functional and Technical Requirements)	#2 General Ledger and Financial Budgeting	#3 Budgeting	#4 Purchasing	#5 Accounts Payable	#6 Accounts Receivable	#7 Cash Receipts and Inventory	#8 Fixed Assets and Inventory	#9 Project Accounting	#10 Grant Management	#11 Contract Management	#12 Human Resources	#13 Benefits and Employee Self Service	#14 Payroll	#15 Planning and Zoning	#16 Permitting	#17 Inspections	#18 Code Enforcement	#19 Mission, Vision, Contractor Web Access	#20 Fleet	Total
One-Time Costs:																				
Software License Costs																				0
Software Customization Costs																				0
Interface/Integration Costs																				0
Data Conversion Costs																				0
Hardware and software costs (not including integration and interfaces)																				0
Training Costs																				0
Server Hardware Costs																				0
Expenses (miscellaneous)																				0
Total One-Time Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Recurring Maintenance Costs:																				
Annual Maintenance																				0
Custom Modification Maintenance (if applicable)																				0
Additional Maintenance Fees																				0
Total Recurring Maintenance Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Maintenance Schedule:																				
Rate of Increase over Prior Year (as a percentage)	Year 1	Year 2	Year 3	Year 4	Year 5															
Maintenance Costs (as a dollar amount)																				
Additional Costs:																				
Hourly Rate for Professional Services																				
Hourly Rate for Custom Programs																				
Annual rental cost for time clocks per device																				
Other Costs (if applicable; please specify the nature of these costs)																				

City-Hosted Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a City-hosted application. The pricing should be based on the detailed functionality that the City requires for each functional area. When a single price may be provided for a group of modules, please provide that cost with a notation. All additional costs should be captured in the respective areas.																	
Cost Worksheet																	
Cost Area (Tab No. from Attachment B - Functional and Technical Requirements)	#2 General Ledger and Financial Reporting	#3 Budgeting	#4 Purchasing	#5 Accounts Payable	#6 Accounts Receivable	#7 Cash Receipts	#8 Fixed Assets and Inventory	#9 Project Accounting	#10 Grant Management	#11 Contract Management	#12 Human Resources	#13 Benefits and Employee Self Service	#14 Payroll	#15 Planning and Zoning	#16 Permitting	#17 Inspections	#18 Code Enforcement
One-Time Costs:																	
Software License Costs																	
Software Customization Costs																	
Interfaces/Integration Costs																	
Data Conversion Costs																	
Professional Service Costs (not including Integration and Interfaces)																	
Training Costs																	
Server Hardware Costs																	
Expenses (miscellaneous)																	
Total One-Time Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Recurring Maintenance Costs:																	
Annual Maintenance																	
Custom Modification Maintenance (if applicable)																	
Additional Maintenance Fees																	
Total Recurring Maintenance Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Maintenance Schedule:	Year 1	Year 2	Year 3	Year 4	Year 5												
Rate of Increase over Prior Year (as a percentage)																	
Maintenance Costs (as a dollar amount)																	
Additional Costs:																	
Hourly Rate for Professional Services																	
Hourly Rate for Custom Programming																	
Annual rental cost for time clocks per device.																	
Other Costs (if applicable, please specify the nature of these costs)																	

Vendor Project Team						
Instructions: The vendor is asked to provide the amount of resources that will be committed to the project in terms of number of hours. These amounts should be based on the functionality the City desires, included in the detailed Functional and Technical Requirements.						
Functional Area	Requirements and Design	Configuration and Setup	Implementation	Testing	Training	Total
General and Technical						0
General Ledger and Financial Reporting						0
Budgeting						0
Purchasing						0
Accounts Payable						0
Accounts Receivable						0
Cash Receipts						0
Fixed Assets and Inventory						0
Project Accounting						0
Grant Management						0
Contract Management and Vendor Self Service						0
Human Resources						0
Benefits and Employee Self Service						0
Payroll						0
Planning and Zoning						0
Permitting						0
Inspections						0
Code Enforcement						0
Citizen and Contractor Web Access						0
Fleet Management						0
Interfaces						0
Total Hours By Project Phase:		0	0	0	0	0

City Project Team

Instructions: The vendor is asked to provide the amount of resources that will be required from the City, in terms of number of hours. These amounts should be based on the functionality the City desires, included in the detailed Functional and Technical Requirements.

Functional Area	Requirements and Design	Configuration and Setup	Implementation	Testing	Training	Total
General and Technical						0
General Ledger and Financial Reporting						0
Budgeting						0
Purchasing						0
Accounts Payable						0
Accounts Receivable						0
Cash Receipts						0
Fixed Assets and Inventory						0
Project Accounting						0
Grant Management						0
Contract Management and Vendor Self Service						0
Human Resources						0
Benefits and Employee Self Service						0
Payroll						0
Planning and Zoning						0
Permitting						0
Inspections						0
Code Enforcement						0
Citizen and Contractor Web Access						0
Fleet Management						0
Interfaces						0
Total Hours By Project Phase:						0



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution authorizing the issuance of a request for qualifications for a consultant to perform a Hydraulic Model Update and Evaluation of the City of Midland's Existing Water System for the Utilities Department.

Purpose:

Approval of a resolution authorizing the issuance of a request for qualifications for a Hydraulic Model Update and Evaluation consultant.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required at this time.

Discussion:

Hydraulic models are designed to help illustrate the effects of changing demand and climactic conditions on water distribution and wastewater collection systems by predicting pressures and identifying bottlenecks. The City is seeking a consultant to perform these services. Please see the attached memo from Holly Rosas, Interim Utilities Director, for further discussion.

Therefore, please consider a resolution authorizing the issuance of a request for qualifications for a Hydraulic Model Update and Evaluation consultant for the Utilities Department.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ISSUANCE OF A
REQUEST FOR QUALIFICATIONS FOR A
CONSULTANT TO PERFORM A HYDRAULIC MODEL
UPDATE AND EVALUATION OF THE CITY OF
MIDLAND'S EXISTING WATER SYSTEM FOR THE
UTILITIES DEPARTMENT**

WHEREAS, a request for qualifications has been prepared for a consultant to perform a hydraulic model update and evaluation of the City of Midland's existing water system for the Utilities Department; and

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

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

SECTION ONE. That the request for qualifications for a consultant to perform a hydraulic model update and evaluation of the City of Midland's existing water system for the Utilities Department is hereby approved, said request for qualifications being on file with the office of the City Secretary, referenced by the date and number of this Resolution.

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

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Holly McGrath Rosas, Interim Director of Utilities

SUBJECT: Approve Authority to Advertise a Request for Qualifications for Firms to Engineering Activities for the Utilities Department

Purpose:

Consider a resolution authorizing the City Manager to advertise a Request for Qualifications (RFQ) for engineering services for the Utilities Department; 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.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No additional fiscal impact. Money is in the current budget.

Discussion:

This RFQ will allow for the selection of firms to support specialized engineering activities for the Utilities Department. These services will include a hydraulic model update and evaluation of the City of Midland's Existing Water System. The City of Midland is seeking to engage a professional consultant for the purpose of keeping up and maintaining the current hydraulic water model. These services are needed to update the current master plan, access current and future growth, various projects that may affect water demand, and future water supply calculations.

Submissions will be evaluated in each area and awards will be made based upon qualifications. Contracts will be signed for a five (5) year term and work will be assigned, once approved and funded through Council, through task orders.

Scope and fees will be agreed to before work is assigned. Funds will be allocated as tasks are assigned.

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

A Hydraulic Model Update and Evaluation

INTRODUCTION

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

A Hydraulic Model Update and Evaluation of the City of Midland's Existing Water System.

GENERAL SCOPE OF SERVICES AND TASKS

A Hydraulic Model Update and Evaluation of the City of Midland's Existing Water System with accessibility to current model.

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

RFQ DUE DATE: 4:00p.m. Tuesday, November 8th, 2013.

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

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

Final consultant approval will be by the City Council and is subject to budget approval. Consultants may contact Holly McGrath Rosas or Matt Irvin for additional information at (432) 685-7260. All qualifications are considered public records. The Utilities Department reserves the right to request additional information from consultants submitting qualifications. If selected, staff will make a recommendation to City Council for approval; additional copies of the qualifications may be required.

INTRODUCTION AND SUMMARY

The City of Midland is seeking to engage a professional consultant for the purpose of keeping up and maintaining the current hydraulic water model. These services are needed to update the current master plan, access current and future growth, various projects that may affect water demand, and future water supply calculations.

Study Schedule

The Consultant shall perform all work described in the attached Exhibit A and in any manner described thereon, for a period of one (1) year from the date of execution of this agreement unless sooner terminated as provided in the agreement. Thereafter, this agreement shall renew automatically for up to four (4) additional terms of one (1) year each, upon the written agreement by Consultant and the City Manager at least 30 days prior to the anniversary of the execution of this agreement. The renewals may be approved by the City Manager on behalf of City Council.

GENERAL SCOPE OF SERVICES & TASKS

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

Below is a listing of the proposed updates and modeling scenarios for the City of Midland water distribution system.

1. Consultant will have historical data and be able to update the City's existing water model to include recently added developments in the water system and projects proposed to be completed in the next several years.
2. Modeling of new water supply from T-Bar to verify/calibrate new T-Bar waterline capacity, pressure reducing valve setting, and pressures along the new line.
3. Perform water system model runs in the area adjacent to the West Supply line for anticipated future developments.
4. Perform modeling scenarios of the addition of Midland International Airport (MIA) Water System to the new T-Bar supply. The MIA area will be at a lower pressure plane and therefore will require pressure reducing from the West Supply line to the airport area. Calibrate new MIA water distribution system. The water model will be adjusted to simulate actual data collected in the field. Due to the uncertainty of the data available, model will be adjusted to within 15% of the field results.

5. Update of the entire water master plan for the City of Midland will be performed.

a. Water billing data for the last physical year will be imported and allocated to the junction nodes in the model. Total water demand will be rationed to total water produced.

b. SCADA data will be requested from City to determine tank operations (fill and drain), diurnal water demands, and peak hour demands for determining modeling parameters.

c. Average day demands, Peak day demands, Maximum hour demands and fire flow analysis will be performed. Low demand period to look at tank filling.

d. Prepare model runs to determine if new pressure plan boundaries are needed and review of existing pressure plane boundaries.

Documentation and exhibits (in PDF format) will be prepared and submitted for each water modeling task.

INFORMATION FOR CONSULTANTS

Form of Qualifications

The consultant qualifications shall include the following information:

1. Description of the firm's interest in participating in the project.
2. Names and titles of professionals and support staff that will work on the project, a brief description of previous team experience on this type of project, and copies of their resumes. If the project is to be a joint venture between consulting firms, the qualifications should state so.
3. Work history of the company.
4. A proposed work program and timeline to respond to the scope of work in this RFQ.
 - a. The company should provide a scope of work that will include a timeline and detail of the methods, forms, questionnaires and survey instruments to be used.
 - b. The work program should also include a detailed description of the work that will be required of City staff.
5. Unique challenges in completing similar projects and outcomes.
6. Description of up to five projects indicating relevant experience and including a brief description of the project, client and phone number, budget, and role. Please include sample pages, websites, etc. for committee review.
7. Your current project schedule in relation to the time and attention, which you anticipate devoting to this project.
8. Names, addresses, and telephone numbers of references or clients for whom the consultant has recently performed services.

9. List all legal challenges and outcomes for this type of project within the last five (5) years.

Questions Prior to Submission of RFQ

Questions should be addressed to Holly McGrath Rosas, Interim Director of Utilities and or Matt Irvin, Interim Assistant Director of Utilities not later than November 8, 2013.

Evaluation of Qualifications

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

- Firm experience and capability; credentials and experience of staff assigned to the study;
- References and quality of comparable work performed for other public agencies;
- Quality and organization of the proposal; tailoring of the proposal to the City of Midland needs;

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

Weighting Factors

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

FACTOR	WEIGHT
Firm experience and capability; credentials and experience of staff assigned to the study	35%
References and quality of comparable work performed for other public agencies	30%
Quality and organization of the proposal; tailoring of the proposal to the City of Midland needs	35%

Selection of Consultant

The City shall review and interview consultants that meet the criteria explained within this RFQ. Administrative Services shall prepare a short list of consultants and interview

those consultants. A firm will be selected for recommendation to the City Council for the purpose of negotiating contracts terms, including a fair and reasonable price. The firm will submit additional hardcopies and digital copies of their qualifications to be forwarded to the City Council.

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

Method of Compensation

Upon selection, the consultant will provide the necessary information for a contract to the City. The contract with the consultant is for a Hydraulic Model Update and Evaluation with payment upon completion of agreed components of work. The Interim Director of Utilities and/or her designee will review and approve for payment all invoices submitted by the consultant under the contract.

Liabilities

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

INSTRUCTIONS FOR QUALIFICATIONS

1. Qualifications must be submitted to:

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

2. Seven (7) copies of the qualifications must be received at the above address by 4:00 p.m. on **November 8th, 2013**. The qualifications package should be labeled "Request for Qualifications for the City of Midland, Classification and Compensation Study."
3. Any questions concerning qualifications should be directed to Holly McGrath Rosas Interim Director of Utilities and or Matt Irvin, Interim Assistant Director of Utilities at (432) 685-7260.

WAIVER

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

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

- 1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.**
- 2. WAVIER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.**
- 3. ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.**
- 4. AWARD OF CONTRACT.**

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

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

B. WAIVER OF ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY 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 CITY'S ADMINISTRATION OF THE REQUEST FOR QUALIFICATIONS ("RFQ") PROCESS. THE SUBMITTER SPECIFICALLY AGREES THAT IF THE SUBMITTER BRINGS OR COMMENCES

ANY LEGAL ACTION OR PROCEEDING RELATED IN ANY WAY TO THE RFQ PROCESS OR CITY'S ADMINISTRATION OF THE RFQ PROCESS, 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 SUBMITTER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

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

THE SUBMITTER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE RFQ DOCUMENTS WITH LEGAL COUNSEL PRIOR TO SUBMISSION OF ANY STATEMENT OF QUALIFICATIONS.

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

QUESTIONS REGARDING THIS REQUEST

Questions should be directed to:

Holly McGrath Rosas or Matt Irvin
Interim Director of Utilities or Interim Assistant Director of Utilities
432.685.7260.

PROFESSIONAL SERVICES AGREEMENT
FOR HYDRAULIC MODEL UPDATE CONSULTING SERVICES
#7070-14

THIS AGREEMENT is made and effective the ___ day of ___ 2013, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, _____ hereinafter referred to as "CONSULTANT."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CONSULTANT shall perform Hydraulic Model Update and Evaluation services for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. CONSULTANT shall provide those services described in Exhibit "A."
2. CONSULTANT shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. CONSULTANT 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 CONSULTANT according to the schedule set forth in Exhibit "A" upon presentation of a monthly invoice. The invoice shall set out service fees for the month and those Additional Expenses and Reimbursable Expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. CONSULTANT shall perform professional services as outlined in the "Services to be Performed" for a fee of \$_____ (breakdown of fees is located in Exhibit "A".) which fee for basic services shall in no event exceed \$_____, excluding Additional Services and Reimbursable Expenses. Within 30 days of the date CONSULTANT's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY

shall notify CONSULTANT of CITY's objection and the grounds therefor within 15 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 Consultant shall perform all work described in the attached Exhibit A and in any manner described thereon, for a period of one (1) year from the date of execution of this agreement unless sooner terminated as provided in the agreement. Thereafter, this agreement shall renew automatically for up to four (4) additional terms of one (1) year each, upon the written agreement by Consultant and the City Manager at least 30 days prior to the anniversary of the execution of this agreement. The renewals may be approved by the City Manager on behalf of City Council.

ARTICLE V. TERMINATION AT WILL

The CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to the Consultant. The parties to this Agreement understand and agree that it is in the CITY's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the CITY. The Consultant has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

Consultant 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.

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

CONSULTANT 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 CONSULTANT 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 CONSULTANT, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Consultant shall perform all work and services described herein as an independent Consultant and not as an officer, agent, servant or employee of the CITY; that Consultant 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 Consultant, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and Consultant. No person performing any of the work and services described hereunder by Consultant 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. Consultant 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 Consultant's work. Consultant shall assume exclusive responsibility for the work. Consultant is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

The 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.

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

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

The parties agree that, prior to the execution of the Contract, Contractor shall provide one

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012.

ARTICLE X. ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER 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 CITY'S ADMINISTRATION OF THE REQUEST FOR QUALIFICATIONS ("RFQ") PROCESS. THE SUBMITTER SPECIFICALLY AGREES THAT IF THE SUBMITTER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED IN ANY WAY TO THE RFQ PROCESS OR CITY'S ADMINISTRATION OF THE RFQ PROCESS, 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 SUBMITTER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

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

THE SUBMITTER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE RFQ DOCUMENTS WITH LEGAL COUNSEL PRIOR TO SUBMISSION OF ANY STATEMENT OF QUALIFICATIONS.

ARTICLE XI. 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.

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, CONSULTANT 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 CONSULTANT 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.

D. 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 CONSULTANT:

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

E. 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.

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

G. 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.

H. 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.

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

J. 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, Consultant 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 Consultant will settle, the physical and mailing addresses of Consultant at the time and date the claim was presented and the physical and mailing addresses of Consultant for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Consultant 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 Consultant that Consultant'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, Consultant's failure to comply with the

requirements herein shall perpetually bar Consultant'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. Consultant agrees that the requirements of this entire Agreement are reasonable.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

CONSULTANT:

By: _____
Courtney B. Sharp, City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Keith Stretcher, City Attorney

ATTEST

Amy M. Turner, City Secretary

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 _____,
2013.

Notary Public, State of Texas

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

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

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

City of Midland

Attn: City Secretary

P. O. Box 1152

Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

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

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

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

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

For vendor or other person doing business with local governmental entity

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

D. Describe each affiliation or business relationship.

6

Date _____

NOTICE TO BIDDERS

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

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

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

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



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution authorizing the issuance of a request for qualifications for an Agronomic Compliance Consultant for the Utilities Department.

Purpose:

Approval of a resolution authorizing the issuance of a request for qualifications for an Agronomic Compliance consultant for the Utilities Department.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required at this time.

Discussion:

Staff is seeking a consultant to assist with the City of Midland's wastewater treatment plant land applications. The consultant will also assist with TCEQ permitting and compliance. Please see the attached memo from Holly Rosas, Interim Utilities Director, for further discussion.

Therefore, please consider a resolution authorizing the issuance of a request for qualifications for an Agronomic Compliance consultant for the Utilities Department.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ISSUANCE OF A
REQUEST FOR QUALIFICATIONS FOR AN
AGRONOMIC COMPLIANCE CONSULTANT FOR THE
UTILITIES DEPARTMENT**

WHEREAS, a request for qualifications has been prepared for an agronomic compliance consultant for the Utilities Department; and

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

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

SECTION ONE. That the request for qualifications for an agronomic compliance consultant for the Utilities Department is hereby approved, said request for qualifications being on file with the office of the City Secretary, referenced by the date and number of this Resolution.

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

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE": _____

Council members voting "NAY": _____

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Holly McGrath Rosas, Interim Director of Utilities

SUBJECT: Approve Authority to Advertise a Request for Qualifications for Firms to Engineering/Agronomic Activities for the Utilities Department

Purpose:

Consider a resolution authorizing the City Manager to advertise a Request for Qualifications (RFQ) for engineering/agronomic services for the Utilities Department; 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.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Need Funding Language.

Discussion:

This RFQ will allow for the selection of firms to support specialized engineering/agronomic activities for the Utilities Department. Obtaining an agronomic consultant firm with a licensed professional geoscientist (soil science) also including; a Texas nutrient management specialist. To assist the City of Midland's Wastewater Treatment Plant and adjoining permitted disposal sites in crop management plans, TCEQ permitting/compliance and compliance based tasks, soil data applications/modeling minimizing nitrates in the soil and groundwater and sludge application.

Submissions will be evaluated in each area and awards will be made based upon qualifications. Contracts will be signed for a five (5) year term and work will be assigned, once approved and funded through Council, through task orders.

Scope and fees will be agreed to before work is assigned. Funds will be allocated as tasks are assigned.

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

Agronomic Compliance Consulting Project

INTRODUCTION

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

To contract with an agronomic consultant firm with a licensed professional geoscientist (soil science) also including; a Texas nutrient management specialist. Experienced in crop management plans, TCEQ permitting/compliance, soil data applications/modeling minimizing nitrates in the soil and groundwater and sludge application.

GENERAL SCOPE OF SERVICES AND TASKS

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

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

RFQ DUE DATE: 4:00p.m. Tuesday, November 8th, 2013.

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

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

Final consultant approval will be by the City Council and is subject to budget approval. Consultants may contact Holly McGrath Rosas or Matt Irvin for additional information at (432) 685-7260. All qualifications are considered public records. The Utilities Department reserves the right to request additional information from consultants submitting qualifications. If selected, staff will make a recommendation to City Council for approval; additional copies of the qualifications may be required.

INTRODUCTION AND SUMMARY

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

Obtaining an agronomic consultant firm with a licensed professional geoscientist (soil science) also including; a Texas nutrient management specialist. To assist the City of Midland's Wastewater Treatment Plant and adjoining permitted disposal sites in crop management plans, TCEQ permitting/compliance and compliance based tasks, soil data applications/modeling minimizing nitrates in the soil and groundwater and sludge application.

Study Schedule

The Consultant shall perform all work described in the attached Exhibit A and in any manner described thereon, for a period of one (1) year from the date of execution of this agreement unless sooner terminated as provided in the agreement. Thereafter, this agreement shall renew automatically for up to four (4) additional terms of one (1) year each, upon the written agreement by Consultant and the City Manager at least 30 days prior to the anniversary of the execution of this agreement. The renewals may be approved by the City Manager on behalf of City Council.

GENERAL SCOPE OF SERVICES & TASKS

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

Below is a listing of the proposed updates and scenarios for the City of Midland's Wastewater Treatment Plant and adjoining permitted disposal sites.

- An agronomic consultant firm with a licensed professional geoscientist (soil science) also including; a Texas nutrient management specialist. TCEQ permitting/compliance and compliance based tasks, soil data applications/modeling, minimizing nitrates in the soil and groundwater and sludge application.
- Farm contract template/ TCEQ Compliance, compliance reporting.
- Development/upkeep of reporting templates/spreadsheets.
- Implementation of Crop Management Plan.
- Establishing irrigation system operation, maintenance and inspection procedures.

- Update of soil data in model – during the year the City of Midland will provide updated soil analysis results. These results will be incorporated into the model.
- Full update of model – during the year it is expected that the City will require a full-scale rerun or update to the model, either to simulate proposed management changes or reflect actual management changes. This is expected to be required approximately four times per year.
- Crop information updates – approximately quarterly the City will provide updated crop information (crop location, condition, and harvest), these updates will be incorporated into the model.
- Agronomist & Engineer site visits.

INFORMATION FOR CONSULTANTS

Form of Qualifications

The consultant qualifications shall include the following information:

1. Description of the firm's interest in participating in the project.
2. Names and titles of professionals and support staff that will work on the project, a brief description of previous team experience on this type of project, and copies of their resumes. If the project is to be a joint venture between consulting firms, the qualifications should state so.
3. Work history of the company.
4. A proposed work program and timeline to respond to the scope of work in this RFQ.
 - a. The company should provide a scope of work that will include a timeline and detail of the methods, forms, questionnaires and survey instruments to be used.
 - b. The work program should also include a detailed description of the work that will be required of City staff.
5. Unique challenges in completing similar projects and outcomes.
6. Description of up to five projects indicating relevant experience and including a brief description of the project, client and phone number, budget, and role. Please include sample pages, websites, etc. for committee review.
7. Your current project schedule in relation to the time and attention, which you anticipate devoting to this project.
8. Names, addresses, and telephone numbers of references or clients for whom the consultant has recently performed services.
9. List all legal challenges and outcomes for this type of project within the last five (5) years.

Questions Prior to Submission of RFQ

Questions should be addressed to Holly McGrath Rosas, Interim Director of Utilities and or Matt Irvin, Interim Assistant Director of Utilities not later than November 8, 2013.

Evaluation of Qualifications

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

- Firm experience and capability; credentials and experience of staff assigned to the study;
- References and quality of comparable work performed for other public agencies;
- Quality and organization of the proposal; tailoring of the proposal to the City of Midland needs;

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

Weighting Factors

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

FACTOR	WEIGHT
Firm experience and capability; credentials and experience of staff assigned to the study	35%
References and quality of comparable work performed for other public agencies	30%
Quality and organization of the proposal; tailoring of the proposal to the City of Midland needs	35%

Selection of Consultant

The City shall review and interview consultants that meet the criteria explained within this RFQ. Utilities Administration shall prepare a short list of consultants and interview those consultants. A firm will be selected for recommendation to the City Council for the purpose of negotiating contracts terms, including a fair and reasonable price. The firm

will submit additional hardcopies and digital copies of their qualifications to be forwarded to the City Council.

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

Method of Compensation

Upon selection, the consultant will provide the necessary information for a contract to the City. The contract with the consultant is for an Agronomic Compliance Consulting Project, with payment upon completion of agreed components of work. The Interim Director of Utilities and/or her designee will review and approve for payment all invoices submitted by the consultant under the contract.

Liabilities

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

INSTRUCTIONS FOR QUALIFICATIONS

1. Qualifications must be submitted to:

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

2. Seven (7) copies of the qualifications must be received at the above address by 4:00 p.m. on **November 8th, 2013**. The qualifications package should be labeled "Request for Qualifications for the City of Midland, Classification and Compensation Study."
3. Any questions concerning qualifications should be directed to Holly McGrath Rosas Interim Director of Utilities and or Matt Irvin, Interim Assistant Director of Utilities at (432) 685-7260.

WAIVER

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

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

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

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

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

B. WAIVER OF ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY 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 CITY'S ADMINISTRATION OF THE REQUEST FOR QUALIFICATIONS ("RFQ") PROCESS. THE SUBMITTER SPECIFICALLY AGREES THAT IF THE SUBMITTER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED IN ANY WAY TO THE RFQ PROCESS OR CITY'S ADMINISTRATION OF THE RFQ PROCESS, 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 SUBMITTER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

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

THE SUBMITTER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE RFQ DOCUMENTS WITH LEGAL COUNSEL PRIOR TO SUBMISSION OF ANY STATEMENT OF QUALIFICATIONS.

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

QUESTIONS REGARDING THIS REQUEST

Questions should be directed to:

Holly McGrath Rosas or Matt Irvin
Interim Director of Utilities or Interim Assistant Director of Utilities
432.685.7260.

PROFESSIONAL SERVICES AGREEMENT
FOR AGRONOMIC COMPLIANCE CONSULTING SERVICES
#7069-14

THIS AGREEMENT is made and effective the ___ day of ___ 2013, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, _____ hereinafter referred to as "CONSULTANT."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CONSULTANT shall perform Agronomic Compliance Consulting services for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. CONSULTANT shall provide those services described in Exhibit "A."
2. CONSULTANT shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. CONSULTANT 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 CONSULTANT according to the schedule set forth in Exhibit "A" upon presentation of a monthly invoice. The invoice shall set out service fees for the month and those Additional Expenses and Reimbursable Expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. CONSULTANT shall perform professional services as outlined in the "Services to be Performed" for a fee of \$____ (breakdown of fees is located in Exhibit "A".) which fee for basic services shall in no event exceed \$____, excluding Additional Services and Reimbursable Expenses. Within 30 days of the date CONSULTANT's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY

shall notify CONSULTANT of CITY's objection and the grounds therefor within 15 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 Consultant shall perform all work described in the attached Exhibit A and in any manner described thereon, for a period of one (1) year from the date of execution of this agreement unless sooner terminated as provided in the agreement. Thereafter, this agreement shall renew automatically for up to four (4) additional terms of one (1) year each, upon the written agreement by Consultant and the City Manager at least 30 days prior to the anniversary of the execution of this agreement. The renewals may be approved by the City Manager on behalf of City Council.

ARTICLE V. TERMINATION AT WILL

The CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to the Consultant. The parties to this Agreement understand and agree that it is in the CITY's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the CITY. The Consultant has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

Consultant 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.

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

CONSULTANT 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 CONSULTANT 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 CONSULTANT, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Consultant shall perform all work and services described herein as an independent Consultant and not as an officer, agent, servant or employee of the CITY; that Consultant 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 Consultant, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and Consultant. No person performing any of the work and services described hereunder by Consultant 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. Consultant 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 Consultant's work. Consultant shall assume exclusive responsibility for the work. Consultant is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

The 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.

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

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

The parties agree that, prior to the execution of the Contract, Contractor shall provide one

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012.

ARTICLE X. ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER 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 CITY'S ADMINISTRATION OF THE REQUEST FOR QUALIFICATIONS ("RFQ") PROCESS. THE SUBMITTER SPECIFICALLY AGREES THAT IF THE SUBMITTER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED IN ANY WAY TO THE RFQ PROCESS OR CITY'S ADMINISTRATION OF THE RFQ PROCESS, 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 SUBMITTER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

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

THE SUBMITTER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE RFQ DOCUMENTS WITH LEGAL COUNSEL PRIOR TO SUBMISSION OF ANY STATEMENT OF QUALIFICATIONS.

ARTICLE XI. 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.

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, CONSULTANT 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 CONSULTANT 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.

D. 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 CONSULTANT:

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

E. 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.

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

G. 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.

H. 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.

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

J. 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, Consultant 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 Consultant will settle, the physical and mailing addresses of Consultant at the time and date the claim was presented and the physical and mailing addresses of Consultant for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Consultant 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 Consultant that Consultant'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, Consultant's failure to comply with the

requirements herein shall perpetually bar Consultant'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. Consultant agrees that the requirements of this entire Agreement are reasonable.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

CONSULTANT:

By: _____
Courtney B. Sharp, City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Keith Stretcher, City Attorney

ATTEST

Amy M. Turner, City Secretary

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 _____,
2013.

Notary Public, State of Texas

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

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

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

City of Midland

Attn: City Secretary

P. O. Box 1152

Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

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

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

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

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

For vendor or other person doing business with local governmental entity

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

D. Describe each affiliation or business relationship.

[illegible]

6

Date _____

NOTICE TO BIDDERS

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

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

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

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



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving a request for proposals for an oil and gas lease at the Midland International Airport.

Purpose:

Approval of a resolution authorizing the release of a request for proposals for an oil and gas lease at the Midland International Airport.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required at this time.

Discussion:

Please consider approval of a resolution authorizing the issuance of a request for proposals for an oil and gas lease at Midland International Airport. Please see the attached memo from Marv Esterly, Director of Airports, for further information.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ADVERTISEMENT FOR PROPOSALS TO LEASE LAND AT THE MIDLAND INTERNATIONAL AIRPORT FOR THE PURPOSES AND WITH THE EXCLUSIVE RIGHT OF EXPLORING, DRILLING, AND OPERATING FOR, PRODUCING AND OWNING OIL AND GAS; AND APPROVING AN OIL AND GAS LEASE; AND DETERMINING THAT IT IS ADVISABLE TO LEASE SAID LAND FOR THE PURPOSES AND WITH THE EXCLUSIVE RIGHT OF EXPLORING, DRILLING, AND OPERATING FOR, PRODUCING AND OWNING OIL AND GAS; SAID ADVERTISEMENT FOR REQUEST FOR PROPOSALS SHALL BE IN CONFORMITY WITH VERNON'S TEXAS CODES ANNOTATED CHAPTER 71 OF THE NATURAL RESOURCES CODE

WHEREAS, the City Council hereby determines that it is advisable to lease land belonging to the City of Midland as described in Exhibit "A" to the Request for Proposals, for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas; and

WHEREAS, the City Council hereby authorizes the advertisement for proposals to lease land at the Midland International Airport as described in the attached Exhibit "C", for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas; and

WHEREAS, the Oil and Gas Lease attached hereto, and marked as Exhibit "A" is hereby approved; and

WHEREAS, the advertisement for Request for Proposals shall be in conformity with Vernon's Texas Codes Annotated Chapter 71 of the Natural Resources Code; and

WHEREAS, the City Council finds it to be in the public interest to approve the advertisement for proposals to lease land at the Midland International Airport for the purposes described above;

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

SECTION ONE. That the City Council hereby determines that it is advisable to lease

land belonging to the City of Midland as described in Exhibit “A” to the Request for Proposals, for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas.

SECTION TWO. That the Oil and Gas Lease attached hereto as Exhibit “A”, and incorporated herein for all purposes is hereby approved.

SECTION THREE. That the proposals are in conformity with Vernon’s Texas Codes Annotated Chapter 71 of the Natural Resources Code.

SECTION FOUR. That the proposals for the drilling for oil and gas that are attached hereto and marked as Exhibit “C”, is hereby adopted for all purposes.

SECTION FIVE. That the City Manager is hereby authorized and directed to advertise for proposals to lease land within and around Midland International Airport for the purposes of exploring, drilling and operating for, producing and owning oil and gas.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Marv Esterly, Director of Airports

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



DEPARTMENT OF AIRPORTS

Request for Oil and Gas Lease Proposal – RFP # 07-13

Issued: _____, 2013

PROPOSAL SUBMISSION DEADLINE:

***** _____, 2013 by 2:00 PM Local Time *****

NO LATE PROPOSALS WILL BE ACCEPTED

<u>RESPONSES SHALL BE DELIVERED TO:</u> CITY OF MIDLAND, CITY SECRETARY OFFICE 300 N. LORAIN 3rd FLOOR MIDLAND, TEXAS 79701	<u>RESPONSES SHALL BE MAILED TO:</u> CITY OF MIDLAND CITY SECRETARY P.O. BOX 1152 MIDLAND, TEXAS 79702
A Pre-Proposal Conference will be held _____, _____, 2013 at _____ A.M. in the Department of Airports Media Room at 9506 La Force Blvd, Midland Texas 79706 ***** FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Marvin Esterly, Director of Airports MEsterly@midlandtexas.gov RETURN THIS COVER SHEET WITH RESPONSE TO: Amy Turner, City Secretary City Secretary's Office	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL: _____ _____ _____ _____ Contact Person: _____ Phone: () _____ Fax: () _____ Signature: _____ Printed Name: _____

Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

Introduction:

The City of Midland, owns approximately 300 surface acres in Midland County, Texas which is used as a primary commercial service airport. The City has received inquiries from prospective oil and gas companies as to whether the City would consider leasing the property for oil and gas exploration. After consulting with Federal Aviation Administration Officials, we have decided to make a formal request for proposals. If you are receiving a copy of this Request for Proposal (RFP), you have either made an inquiry with the City or you have otherwise been identified as a prospective lessee.

The City does not know the exact number of net mineral acres owned, a brief description of the property can be found on Exhibit "I" (the "Land"). It shall be the responsibility of the proposal winner to conduct the appropriate research to identify all of the net mineral acres owned by the City in and around Midland International Airport.

If you would like to submit a proposal, please comply with Article I of this Request for Proposal. Each proposal shall be submitted in writing and include at least the minimum requirements set forth in Article II. Please identify any proposed changes to the Oil and Gas Lease (Exhibit A). This lease form shall be the starting point for the final lease. As appropriate, please complete the following Exhibits: Non-Resident Proposer Disclosure form attached as Exhibit "B"; Corporate Authorization form attached as Exhibit "C"; Conflict of Interest Disclosure form CIQ attached as Exhibit "D" or Notification of No Conflict of Interest form attached as Exhibit "E"; Notification of No Response form attached as Exhibit "F"; Qualification Statement form attached as Exhibit "G"; and Non-Collusion Statement form attached as Exhibit "H"; Submittal Certification attached as Exhibit "J".

Special Note: Because this property is currently operated as a commercial service airport, all proposed drilling rigs, pipelines, storage tanks must not disrupt the daily aeronautical activities and will require prior approval from the Federal Aviation Administration and the City of Midland, Department of Airport. All drilling digs, equipment, tank batteries and pumping units will need to be located outside of the Airport boundary and in a location that does not interfere with the future plans and growth of the Airport.

Article I. GENERAL PROVISIONS

Section 1.01 SUBMISSION OF PROPOSALS:

(a) One (1) original, and four (4) copies, of all Proposal documents shall be submitted in a sealed package or container. Project name, RFP number, and Proposer's name and address should be marked on the outside of the package or container. To ensure acceptance of proposal, the RFP number and the published opening time and date should also be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone or electronic means will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

(b) Mail or Deliver Responses to the Following Address:

Mail:

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

Deliver To:

City of Midland
City Secretary's Office
300 N. Loraine Street
Midland, Texas 79702

Section 1.02 DELIVERY OF SUBMITTALS

(a) Proposals must be received in the Midland's City Secretary's Office no later than _____, 2:00 PM (CST). The submitting Proposer is responsible for the means of delivering the Proposals to the location listed in Section 1.01(b) on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or the Midland's internal mailing system will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in City of Midland (City) Secretary's Office is the official clock for determining whether submittals are submitted timely. **Late Proposal documents will not be accepted under any circumstances.**

Section 1.03 PUBLIC OPENING

(a) Proposals will be opened and publicly acknowledged at the following location, date and time:

City of Midland
City Hall, City Council Chambers
300 N. Loraine Street
Midland, Texas 79701 Date: _____, 2013 Time: _____ CST

- (b) Proposer's, their representatives and interested persons may be present. Only the Proposer's name shall be acknowledged to avoid disclosure of the contents to competing respondents and to keep proposals confidential.
- (c) The City will not release submission of information relative to this RFP during the Proposal evaluation process or prior to contract award.

Section 1.04 PROPRIETARY INFORMATION

- (a) If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.
- (b) Notwithstanding Section 1.04 (a) , the confidentiality of proposals will be protected by the City to the extent permitted by law. After award of a contract, all proposals become a matter of public record under Chapter 552 of the Texas Government Code, and upon request, shall be open for public inspection, with the exception of those portions of each proposal which are clearly marked as proprietary. In the event a request for proprietary information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General of the State of Texas pursuant to Section 552.305 of the Texas Government Code. A determination as to whether certain information may be withheld from public disclosure shall be made by the Office the Attorney General, not by the City. The City shall in no way be liable or responsible for the disclosure of any such records or portions of a proposal not clearly marked as proprietary, or if disclosure is required by Chapter 552 or other applicable law or judicial order.

Section 1.05 INSTRUCTIONS FOR COMPLETION OF RESPONSES

- (a) Information presented in the Proposals will be used to evaluate the professional qualifications of the Proposer(s) and determine the Proposer(s) which will be selected to provide professional services to the City.
- (b) Responses shall be completed in accordance with the requirements of this RFP and on 8 ½ X 11" pages (one side only and including cover letter) using a font size no smaller than 11 point and one-inch margins. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

- (c) Specific and detailed instructions on the completion and submission requirements for this RFP are set forth in this Article I, General Provisions and Article II, Minimum Standards of Proposal. Failure to adhere to these specific requirements may render your submission non-responsive.

Section 1.06 CLARIFICATIONS AND ISSUANCE OF ADDENDA

- (a) An explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from Mr. Marv Esterly, Director of Airports, at least twenty (20) days prior to the published submission deadline.
- (b) If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding.
- (c) Requests for explanations or clarifications may be faxed to the City at (432) 560-2237 or emailed to MEsterly@midlandtexas.gov. Emails and Faxes must clearly identify the RFP Number and Title.
- (d) Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City's Department of Airports. Proposers shall acknowledge receipt of all addenda within the responses.

Section 1.07 WITHDRAWAL OF PROPOSALS

- (a) An authorized representative of the company may withdraw a Proposal at any time prior to the RFP submission deadline, upon presentation of acceptable identification as an authorized representative of such company.

Section 1.08 AWARD OF CONTRACT

- (a) It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City. Receipt and consideration of any Proposals shall under no circumstances obligate the City to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer.
- (b) The City intends to award a single contract to a single Provider.

Section 1.09 PERIOD OF ACCEPTANCE

- (a) Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

Section 1.10 TAX EXEMPTION

- (a) The City of Midland is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.
- (b) All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

Section 1.11 NEGOTIATIONS

- (a) The City reserves the right to negotiate all elements that comprise the successful Proposer's response to ensure that the best possible consideration be afforded to all concerned.

Section 1.12 CONTRACT INCORPORATION

- (a) The contract documents shall include the RFP and all Exhibits and all attachments, the Response to the RFP including all exhibits and such other terms and conditions as the parties may agree. In the event of a conflict between the documents, the order of precedence is (1) the Oil and Gas Lease (Exhibit A, (2) the RFP, (3) the Response to the RFP).

Section 1.13 NON- ENDORSEMENT

- (a) If a Proposal is accepted, the successful Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that states or implies the City's endorsement of the successful Proposer's services.

Section 1.14 UNAUTHORIZED COMMUNICATIONS

- (a) After release of this solicitation, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the City Manager, City Attorney, City Secretary and the Director of Airports, or as otherwise indicated in this RFP is prohibited and may result in disqualification from this procurement process.

No officer, employee, agent or representative of the Proposer shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as herein provided.

If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

Section 1.15 AUTHORIZED NEGOTIATOR

- (a) Include the name, address and telephone number of the person in the organization authorized to negotiate contract terms and render binding decisions on contractual matters.

Section 1.16 CENTRAL POINT OF CONTACT

- (a) Proposer must provide a central point of contact to establish service, resolve issues and end service. Please describe your company's ability to address customer service.

Section 1.17 DISQUALIFICATION OF PROPOSERS

- (a) Proposers may be disqualified for any of the following reasons:
 - (i) Reason to believe collusion exists among the Proposers;*
 - (ii) The Proposer is involved in any litigation against the City;*
 - (iii) The Proposer is in arrears on an existing contract or has defaulted on a previous contract with the City;*
 - (iv) Lack of financial stability;*
 - (v) Failure to perform under previous or present contracts with the City;*
 - (vi) Proposer is currently debarred or suspended by the Federal Government or the State of Texas Building and Procurement Commission.*

Section 1.18 PROPOSAL EVALUATION PROCESS

- (a) The City's staff will review all responsive submittals and select the best evaluated proposals.
- (b) The City anticipates selecting a Proposer that will be recommended to the City Council for award.

Section 1.19 TERMS AND CONDITIONS

- (a) The terms and conditions set forth in Exhibit "A", Oil and Gas Master Lease, and any special terms and conditions the City may deem necessary shall become a part of any contract(s) entered into if any or all parts of the Proposals are accepted by the City. The City reserves the right to modify, delete or further negotiate any or all of the terms and conditions related to this RFP or an award of a contract pursuant thereto. Failure to follow the acceptable format will render your submission non-responsive.

Section 1.20 ERRORS OR OMISSIONS

- (a) The Proposer will not be allowed to take advantage of any errors or omissions in the RFP. Where errors or omissions appear in the RFP, the Proposer shall promptly notify the City of Midland Department of Airports in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in the RFP are to be reported no later than twenty (20) days prior to the deadline for submission of the RFP response.

Article II. Minimum Standards of Proposal

Section 2.01 Proposals submitted shall at least provide for the following:

- (a) A primary term of not more than three (3) years.
- (b) A royalty not less than 1/4 of all oil and gas produced from the Land,
- (c) A shut-in royalty payment of not less than \$2,000.00 per well,
- (d) Lease Bonus, as specified by Proposer (example: Acres _____ \$_____ per acre (representing the total acreage) = total bonus \$ _____)
- (e) A development plat or other drawing showing a drilling plan and drill sites and proposed pooled units that are not located on the leased premises. The plat should also show the location of access roads to the drill site, pipelines, electric lines and all surface facilities and equipment. The City reserves the right to award this Bid based on both price and the most advantageous location of the drilling location and sites for pooling purposes.
- (f) Proposers shall submit information concerning the Proposer's experience in drilling and production by well per county and quality of the Proposer's oil and gas services. This submittal shall include, but not be limited to, the Proposer's financial ability to provide the oil and gas services, safety record, drill site clean-up compliance history, and any other relevant information the Proposer wishes to submit to the City for the determination of best value.

- (g) The successful Proposer shall be responsible for complying with all requirements of any City's Oil and Gas Drilling and Production Ordinance applicable to the Land. The Lease will be negotiated within sixty (60) days after the successful Proposer is selected based upon the draft form of lease made available to you. Revisions to the lease form are discouraged, but any proposed changes to the lease form should be specifically noted with your Bid. If changes to the lease form are proposed and if the City and the successful Proposer are unable to negotiate a lease form acceptable to the City (in its sole discretion) within sixty (60) days after the successful Proposer is selected, the City may elect to reject the Bid.
- (h) The City will not allow the successful Proposer to pool the Lease, the Land or minerals included in the lease, or any part of these with any other land, leases, mineral estates or parts of any of these to form a drilling or spacing unit for the exploration, development, and production of oil and gas without approval at the sole discretion of the City.
- (i) By execution and submission of this Bid, the Proposer hereby represents and warrants to the City that the Proposer has read and understands the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents. Proposer acknowledges that it understands all terms within the Bid Documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.
- (j) By submitting a Bid, the Proposer specifically waives any right to recover or be paid attorney's fees from the City or any of the City's employees and representatives under any of the provisions of the Texas Uniform Declaratory Judgments Act (Texas Civil Practice and Remedies Code, Section 37.001, et. seq., as amended). By submitting a Bid, each Proposer agrees to waive and does hereby waive any claim the Proposer has or may have against the City of Midland's respective employees and representatives for the award of attorney fees, arising out of or in any way connected with the following:
 - (i) City Staff's evaluation or recommendation of any Bid;***
 - (ii) Waiver or deletion of any of the requirements under the Bid Documents or the Contract Documents;***
 - (iii) Acceptance or rejection of any bids; and***
 - (iv) Award of the Bid or Lease.***
- (k) The City reserves the right to waive, delete or amend any of the requirements connected with this Bid and to reject any and all bids.
- (l) The successful Proposer shall verify title within sixty (60) days after selected.

- (m) The bonus payment shall be paid at the time an executed Lease is delivered to the successful Proposer.
- (n) Any other relevant information that the Proposer wishes to submit to the City that will assist the City in determining the extent to which the services meet the City's need to provide the best value for the City.

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

OIL AND GAS LEASE

THIS AGREEMENT IS EFFECTIVE the ____ day of _____, 201_, between the City of Midland, Texas, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: City Manager, hereinafter called Lessor, and _____, whose address is _____, hereinafter called Lessee.

1. Lessor in consideration of Ten and No/100 (\$10.00) and other valuable cash consideration receipt of which is hereby acknowledged, for the royalties herein provided and of the covenants, agreements and obligations hereinafter set forth and contained, hereby grants, leases and lets unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas. The land covered hereby (herein "said land", "Leased Premises" or "Premises"), is located in the county of Midland, State of Texas, and is described as shown in Exhibit "A".

For the purpose of determining the amount of any bonus or other payment hereunder said land shall be deemed to contain ____ acres, whether actually containing more or less.

Lessor expressly reserves all minerals other than oil and gas, and all surface rights, it being expressly understood and agreed that Lessee shall have no right to use the surface of lands, even insofar as such use might be reasonable and necessary to the enjoyment of the oil and gas leasehold estate conveyed hereby or as might be reasonable and necessary to its enjoyment of any mineral interests covering all or part of said lands, save and except to the extent surface rights are expressly granted to Lessee by separate written consent of Lessor acting by and through the City Manager or other designee.

2. Subject to the other provisions herein contained, this Lease shall be for a term of three (3) years from this date (called "Primary Term") and as long thereafter as oil and/or gas is produced in paying quantities from said land. "Paying quantities" as used in this lease shall mean the interest in production of oil and gas acquired by Lessee herein after the deduction of (1) royalties provided for herein, and (2) all of the non-cost-bearing leasehold burdens of whatever nature owned by third parties which were created by Lessee, its heirs, successors and assigns, sufficient to yield a return in excess of operating expenses. "Operating expenses" for purposes hereof shall mean expenses of operation including reasonable overhead expenses, and exclusive of drilling, completing, casing repair and equipping expenses. All of the foregoing shall be calculated for the last six (6) calendar months.

3. When production of oil and/or gas is secured during the term of this lease, Lessee agrees to pay or cause to be paid to Lessor at its address shown above:

- (a) Oil. Royalty payable on oil which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment as hereinafter provided, shall be one-fourth (1/4) part of the gross production or the amount realized therefrom by Lessee computed at the point of sale, at the option of Lessor. Lessee agrees that before any gas produced from the lease premises is sold, used or processed in a plant it will be run free of cost to the parties entitled to royalties in an adequate oil and gas

separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered.

- (b) Non-Processed Gas. Royalty on any gas which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (a) above produced from any well on said land (except as provided herein with respect to gas processed in a plant where there is extraction of gasoline, liquid hydrocarbons or other products) shall be one-fourth (1/4) part of the gross production or the amount realized therefrom by Lessee computed at the point of sale, at the option of Lessor; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute and the standard base temperature shall be 60 degrees Fahrenheit, correction to be made for pressure according to Boyle's Law and for specific gravity according to tests made by the Balance Method or by the most generally accepted method of testing being used by the industry at the time of testing.
- (c) Processed Gas. Royalty on any gas processed in a gasoline plant or other plants for the recovery of gasoline or other liquid hydrocarbons shall be one-fourth (1/4) part of the residue gas and the liquid hydrocarbons extracted or the amount realized therefrom by Lessee computed at the tailgate of the plant, at the option of Lessor; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary, or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be the greater of 85% or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party the highest percent then being specified in processing agreements or contracts in the general area). The respective royalties on residue gas and on liquid hydrocarbons shall be determined by the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades for liquid hydrocarbons, F.O.B. at the plant in which said gas is processed).
- (d) Other Products. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead", "dry" or any other gas, by fractioning, burning or any other processing shall be twenty-five percent (25%) of the gross production of such product or the amount realized by Lessee therefrom at processing point thereof, at the option of the Lessor, such market value to be determined as follows:
 - (1) On the basis of the market price received at processing point of each product for the same month in which such product is produced; or
 - (2) On the basis of the average gross sale price received at processing point of each product for the same month in which such product is sold, whichever is greater.
- (e) Generation of Electricity. In the event gas is utilized by Lessee for the generation of electricity for use either on said land or otherwise, royalty shall be payable and be based upon the market value of the gas utilized in such generation or the market value of the electricity so used, whichever is higher.

- (f) Minimum Royalty. One year after the expiration of the primary term and each year thereafter during the term of this Lease, Lessee shall pay to Lessor an amount equal to the positive difference, if any, between an amount equal to \$2,000.00 per well, without proportionate reduction, (the "minimum royalty") and royalties from this Lease actually paid and received in the immediately previous lease year. Such amount shall be due and payable within sixty (60) days after each anniversary date of this Lease unless payment for the immediately preceding year is waived in writing by the City Manager. No minimum royalty is due if royalties from this Lease actually paid and received during the previous lease year were greater than the minimum royalty.

4. Notwithstanding anything herein to the contrary, including the provisions of Paragraph 3 herein, Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products hereunder ready for sale or use. In determining value of all royalties payable hereunder such value shall be determined without deduction for said costs. In no event shall Lessor ever be required to execute a division order as a condition to receiving any royalty payment. If Lessor agrees to execute a division order, no such division order shall amend or alter any term of this lease.

5. If Lessee enters into a Gas Purchase Contract which contains what is commonly referred to as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a specified price or to make minimum periodic payments to producer for gas not taken by the purchaser) and the purchaser under such Gas Purchase Contract makes payments to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to one fourth (1/4) of all such sums paid to Lessee or producer under the "pay" provisions of such Gas Purchase Contract. Said royalty payments shall be due and owing to Lessor within sixty (60) days after receipt of such payments by Lessee. Any royalty payments made to Lessor under the "pay" obligation of any "take or pay" Gas Contract shall be applied as a credit towards Lessee's royalty obligation. If the gas purchaser makes up such gas within the period called for in the gas contract, and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such make-up gas. If Lessee is not producing gas in paying quantities from the lease premises but is receiving payments under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this lease, but such "take or pay" royalty payments shall be applied as a credit against any shut-in royalty obligation of the Lessee. Lessor shall be a third party beneficiary of any gas purchase contract and/or transportation agreement entered into between Lessee and any purchase and/or transporter or pipeline company of Lessor's gas, irrespective of any provision of said contracts to the contrary. Further, Lessor shall be entitled to one fourth (1/4) of the value of any benefits obtained by or granted to Lessee from any gas purchaser and/or transporter from the amendment, modification, extension, alteration, consolidation, transfer, translation or settlement of any gas purchase contract and/or transportation agreement.

6. Notwithstanding anything contained in paragraph 3 or elsewhere in this lease to the contrary, Lessor at any time on sixty (60) days prior notice in writing to Lessee, may require that payment of all or any part of

the royalties accrued to Lessor under this lease on oil, gas or any product be made in kind effective as of the first day of the calendar month next following the expiration of said sixty (60) day period or if payment of any such royalties are then being made to Lessor in kind, require that such in kind payment cease and that payment of such royalties thereafter be made as provided in paragraph 3 of this lease. In the event Lessor elects to take in kind, Lessee shall make all its leasehold and pipeline facilities available for Lessor's use with reasonable charge therefor but not to include any charges for capitalized costs or depreciation.

7. Notwithstanding provisions of paragraph 3 herein to the contrary, if gas or gas-condensate and/or other liquefiable hydrocarbon should be discovered on said land in paying quantities and after the expiration of the primary term or in the event that this lease is not maintained in effect by any other provision, and such substance or substances are not being sold or used for lack of a suitable market, Lessee may pay as royalty (called "shut-in royalty") the sum of Two Thousand and no/100 Dollars (\$2,000.00) per well, without proportionate reduction, each year commencing on or before ninety (90) days after the well is shut-in or this lease ceases to be maintained in effect pursuant to any other provision, whichever is later, and annually thereafter for a period not to exceed two (2) consecutive years after the expiration of the primary term hereof. Said payment may be mailed to Lessor at its address stated herein on or before said due date.

8. Within one hundred twenty (120) days following the date of first sale of oil and/or gas produced from the leased premises, all royalties from such production due Lessor by virtue of this Lease shall be paid to Lessor or its agent, successors and/or assigns, and such royalties shall be paid on a monthly basis thereafter. If said initial payment is not so made, this Lease shall be subject to termination by Lessor by notice in writing to Lessee as described below. From and after the date the initial payment is made all further payments of oil royalty shall be made within thirty (30) days following the last of the month during which production occurred and with respect to gas within sixty (60) days following the last of the month during which gas production occurred. In the event such further payments are not so made, Lessor shall have the right to terminate this Lease by furnishing a written notice to Lessee and such termination shall be effective sixty (60) days from the date such notice is mailed. Termination of this Lease, however, shall not take effect if payment is received by Lessor within sixty (60) days after Lessee's receipt of said notice or Lessee has given written notice of reasonable basis for such non-payment and all undisputed royalties then due are paid within said sixty (60) days. Any royalties provided for in this Lease which are suspended or not paid to Lessor within the time period specified therefor shall accrue interest, at the highest lawful rate per annum from due date until paid. Acceptance by Lessor of royalties which are past due shall not act as a waiver of its rights to receive or recover any and all interest due thereon under the provisions hereof. In the event of termination of the Lease for failure to timely pay royalties, at option of Lessor, all wells, all equipment and production remaining on the Lease at the time of such termination shall become the property of Lessor and Lessee shall convey all of its interests in other leases on said land to Lessor.

As security for the payment of the royalties hereunder, Lessee agrees by acceptance hereof that Lessor shall have a first lien and security interest upon the leasehold estate created hereby, the personal property and equipment thereon and the proceeds of production accruing to both Lessor and Lessee and that this lease shall be sufficient as a security agreement and financing statement in all respects.

9. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of Lease as to any part or all of said land. At such time as this lease or a portion thereof has

terminated and Lessor makes a demand for such a release, Lessee shall promptly execute and deliver such release to Lessor, failing in which Lessee shall be liable at the rate of One Hundred and No/100 Dollars (\$100.00) per day after the thirtieth (30th) day following receipt of Lessor's request, until such release is delivered to Lessor. Failure to deliver a release as provided herein shall entitle Lessor to file a Notice of Termination in the real property records of Midland County designating those parts of the Leased Premises as to which the lease has terminated.

10. Subject to the provisions of paragraph 11 hereof, if after the expiration of the primary term the production of oil or gas should cease from any cause, this lease shall remain in force as long as additional drilling or reworking operations are conducted upon said land with no cessation of more than sixty (60) consecutive days in a good faith effort to discover and produce oil and/or gas and so long thereafter as oil or gas is produced in paying quantities.

11. Notwithstanding anything herein contained to the contrary, at the end of the Primary Term this Lease shall terminate as to all or any portion of the Lease Premises not then producing unless Lessee is then conducting drilling operations or has completed or plugged and abandoned a well within one hundred twenty (120) days prior to the expiration of the Primary Term. In either event, this Lease shall remain in force so long as Lessee is engaged in continuous drilling operations on said lands. Such operation shall be deemed continuous if not more than one hundred twenty (120) days elapse between the completion or abandonment of one well (including the well completed or plugged and abandoned within one hundred twenty (120) days prior to the expiration of the Primary Term) and the commencement of actual drilling operations on the next well. For purposes of this paragraph, "completion" shall be defined as the earlier of the date of first sales or a date that is 60 days after drilling rig release. Upon Lessee's failure so to drill, this Lease shall terminate except as follows:

- (a) If Lessee has completed a vertical well on said land which is producing, or capable of producing, oil or gas in commercial quantities, then this Lease shall continue in effect as to a tract not to exceed the minimum number of acres for a proration or spacing unit under applicable special field rules, or if there are no special field rules in effect, then forty (40) acres (plus 10% tolerance) around each such well;
- (b) If Lessee has completed a horizontal well on said land which is producing, or capable of producing, oil or gas in commercial quantities, then this lease shall continue in effect as to a tract of land around each such well not to exceed the minimum number of acres for a spacing or proration unit for vertical wells under applicable special field rules, or if there are no special field rules in effect, forty (40) acres around each well, plus so much additional acreage as may be permitted pursuant to Rule 86 of the Texas Railroad Commission rules and regulations, plus a tolerance of 10%, around each such well.

In each case, the acreage around such oil or gas well is to be limited as to depths from the surface of the earth down one hundred feet (100') below the base of the deepest then producing formation.

Thereafter, Lessee shall promptly execute and deliver to Lessor a recordable release of this Lease and to lands and depths as to which the Lease has terminated. Upon such partial termination each such producing

proration unit shall become a separate lease subject to all the terms and provisions hereof so that production and/or operations from one such producing proration unit shall not constitute production and/or operations on any other such proration unit. It is agreed that so long as this Lease remains in force as to any part of said land, any portion of the land as to which this Lease expires may, nevertheless, be used by Lessee, its successors and assigns, to the extent previously permitted and reasonably necessary for ingress and egress for gathering, transporting, treating, processing and storing oil and/or gas produced from the land as to which this Lease remains in force, subject however, to all other terms of this Lease, including Lessor's retained right to designate and approve in advance all surface use and access details. Provided, however, if at any time after the expiration of said continuous drilling operations, the applicable field rules for said wells are changed or the well or wells located thereon are reclassified as oil or gas wells so that less acreage is thereafter allocated to said well or wells for spacing purposes, this Lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for spacing purposes unless Lessee commences operations on the unproductive acreage within one hundred twenty (120) days after written notice from Lessor to release acreage; in the event of such release, Lessee shall release acreage that is entirely contiguous.

12. Lessee shall have the use free from royalty of oil and gas produced from said land in all operations hereunder except the production of electricity.

13. Lessee shall not have the right to use water for any operations from said Lease without the advance written consent of the City Manager and obligates itself to protect the potable water in, under and on said lease premises from contamination from oil and gas operations. When required by the Lessor, Lessee obligates itself to leave all or the part of the casing in any well drilled at no expense to Lessor. Any water well permitted to be drilled on the Leased Premises shall be left in a cased and serviceable condition and shall become the property of Lessor upon completion of the operation for which such well was permitted by Lessor.

Lessee covenants and agrees to exercise due diligence and good oilfield practices to protect fresh water strata or sources of supply underlying the Premises from pollution or contamination, including without limitation contamination from oil, gas, brine and/or salt water produced from wells situated on lands covered by this Lease. Without the advance written consent of the City Manager, Lessee shall not dispose of any salt water or produced water or other fluids of any sort on the Premises. To the extent that Lessee is permitted to dispose of salt water or other water produced from the Premises pursuant to written agreement with Lessee acting through its City Manager, Lessee shall pay to Lessor a disposal fee of not less than \$0.50 per barrel or such higher fee as Lessor and Lessee may agree, at the same time and in the same manner as provided for the payment of royalties in paragraph 3 of this Lease. Lessee shall not under any circumstances accept off-Premises fluids of any type for disposal in any facility permitted hereunder without the advance consent of the City Council.

14. The provisions of this Lease shall extend to and bind the heirs, successors and assigns of the parties hereto and shall constitute covenants running with the land hereby leased. In order to assure Lessor that operations hereunder shall be conducted by responsible parties for the mutual benefit of the Lessor and Lessee hereunder, Lessee agrees that no assignment of any part or all of Lessee's interest shall be made without the prior written consent of Lessor, and Lessor shall be furnished with a complete address and telephone number of any assignee of this Lease in addition to a recorded copy of any and all permitted assignments of this Lease. If Lessee fails to secure prior written consent to any assignments, said Assignment shall be void. Lessor shall be under no obligation, implied or otherwise, to approve any proposed assignment by Lessee or its permitted successors.

The rights and estate of Lessor may be assigned from time to time in whole or in part. All the covenants, obligations and consideration of this Lease shall extend to and be binding upon the parties hereto, their respective heirs, successors and assigns. No change or division of the ownership of said land, royalties or other monies or any part hereof however effected shall increase the obligation or diminish the rights of Lessee including, but not limited to the location in drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division of the ownership of said lands or of the royalties or other monies or the right to receive the same shall be binding upon the then record owner of this Lease until thirty (30) days after there has been furnished to such record owner notice of such change or division supported by either original or duly certified copies of the instruments which have been properly filed for record which evidences such change of division and of any such court records and proceedings, transcripts or other documents as shall be necessary to establish the validity of such division or change. The assignment or relinquishment of rights under this Lease shall be governed by the provisions of Subchapter D, Chapter 66, Texas Education Code and the Rules. Any assignment or relinquishment shall not relieve the Lessee of any obligations theretofore accrued hereunder, or impair the lien provided for by law and in this Lease.

15. Lessee hereby releases, acquits and discharges Lessor, and its respective members, officers, employees and agents from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which arise out of, are incidental to, or result from, the operations of or on behalf of Lessee on the Premises, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any act or omission of Lessee for which Lessee may be held strictly liable. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, and its respective members, officers, employees and agents, and their successors or assigns, against any and all claims, liabilities, losses, damages, actions personal injury (including death), costs and expenses, including those related to environmental hazards on the Premises or in any way related to Lessee's operations or any other of Lessee's activities on the Premises; those arising from Lessee's use of the surface of the Premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its directors, officers, employees, agents, contractors, guests or invitees. Each assignee of this Lease, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, and its respective members, officers, employees and agents in the same manner provided above in connection with the activities of such Lessee, its officers, employees and agents as described in this paragraph.

Lessee shall assure that Lessee and any person acting on Lessee's behalf under this Lease carries the following insurance with one or more insurance carriers licensed by the Texas Department of Insurance at any and all times such party or person is on or about the Premises or acting pursuant to this Lease, in such amounts as stated below or as from time to time may be reasonably required by Lessor:

- i. Worker's Compensation Insurance to cover full liability under the Worker's Compensation laws of the state in which the Contract Area is located;
- ii. Employer's Liability Insurance with limits of not less than \$500,000.00 for accidental injury or death of one or more employees;

- iii. Comprehensive General Public Liability Bodily Injury Insurance with limits of liability of not less than \$1,000,000.00 for the accidental injury or death of one person, and \$1,000,000.00 for accidental injury or death of more than one person as the result of one accident or occurrence;
- iv. Comprehensive General Public Liability Property Damage Insurance with limits of not less than \$1,000,000.00 for damage to property as a result of one accident or occurrence;
- v. Automobile Public Liability and Property Damage Insurance combined with the limits of not less than \$500,000.00 for injuries to or death of one person or property damage, and \$1,000,000.00 for injuries to or death of more than one person and property damage as the result of one accident;
- vi. Umbrella Liability with limits of not less than \$5,000,000.00 per occurrence; and
- vii. Care, custody and control coverage with limits of not less than \$100,000.00, or in lieu of coverage, Broad Form Property Damage endorsement.

The Lessee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request to Lessor, or to such other representative of Lessor as Lessor may from time to time designate but in any event in advance of conducting any physical entry on the Leased Premises. The insurance policies required above except under item (i), shall name The City of Midland, Texas, as additional insured with regard to the Leased Premises; shall reflect that the City of Midland, Texas will receive thirty (30) days prior written notice of cancellation or material changes in coverage; and shall reflect that the insurer has waived any right of subrogation against the City of Midland, Texas.

16. This Lease is executed without warranty, express or implied. If Lessor owns less than the entire estate in oil and gas in all or any part of said land, royalties payable hereunder shall be paid only in the proportion which the interest covered by this Lease bears to the whole and undivided fee simple estate except as otherwise expressly provided for in this Lease.

17. In the event a well or wells are brought in on adjacent land and within 660 feet of this lease or if any well be draining a portion of the lease premises, Lessee agrees, within one hundred and eighty (180) days after such offset well commences actual production, to commence drilling such offset well or wells as necessary to prevent such drainage. In such event Lessor shall designate a drillsite for Lessee's use. In lieu of drilling of such offset to any such oil or gas well, Lessee shall have the option of either releasing this Lease as to the stratigraphic equivalent of the zone or horizon which corresponds with that being produced in the offset well and within a tract of land in as near the form of a square as possible and constituting what would be the proration unit established in conformity with the field rules or spacing laws prescribed or permitted with respect to such offset well, with Lessee retaining all other rights within such tract, or pay Lessor monthly, as compensatory royalty, a sum equal to the payments which would be payable under this Lease on the production from such offset well had same been produced from the above lease premises and, as long as Lessee may elect to pay such royalty in lieu of drilling an offset well, Lessee shall have satisfied its offset obligations to Lessor as to such well.

18. At such time as Lessee may elect to plug and abandon a well or wells, Lessee shall notify Lessor in writing, whereupon Lessor shall have thirty (30) days in which to elect in writing to take over such well in its then status and pay Lessee the reasonable salvage value of the equipment in and on such well less the reasonable costs of salvaging the same. If Lessor so elects, Lessor may take over such well whereupon Lessee shall as to such well

release such well and lease subject to regulatory approvals unto Lessor and subject to the provisions of its other leases, assign unto Lessor all other leasehold estates it may own with respect to such well to Lessor together with the proration unit allocable thereto as to all depths owned by Lessee.

19. This Lease may not be pooled or unitized except with the express written consent of Lessor, which may be withheld for any or no reason.

20. Should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, or by any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable in damages for failure to comply therewith and the time provided for compliance shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas from the said land, and the time while Lessee is so prevented shall not be counted against Lessee. However, nothing herein shall excuse Lessee from paying, or extend the time for paying, any royalty, shut-in gas royalty or other payment payable in money hereunder, or serve to extend the primary term of this lease beyond five (5) years from the date hereof.

21. Except as otherwise provided herein, Lessee shall have the right and obligation at any time during or within ninety (90) days after the expiration of this lease as to any portion of said land, to remove all property and fixtures placed by Lessee on any such portion of said land, including the right to draw and remove all casing, then belonging to Lessee and not take over by Lessor under some other provision of this lease. If Lessee fails to remove such property and fixtures within said ninety (90) days, such property and fixtures may be removed by Lessor at Lessee's expense; provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned.

22. Lessee agrees to notify Lessor in advance, in writing, of the location of all wells to be drilled on the leased premises prior to commencement of operations and shall provide copies of all reports filed with the State of Texas or its agencies, when filed, including permit applications, completion, plugging, casing, cementing and production reports and shall provide Lessor with all daily drilling reports during drilling operations. In addition, Lessor or Lessor's duly authorized representatives, at their sole risk and expense, shall have access to each well drilled hereunder and to the drillsite thereof, including the derrick floor of any drilling well. At all times during drilling operations on the Leased Premises, Lessee shall water the roads, drill site and facilities location, and shall take such other actions, including without limitation observance of 15 mph maximum speed limits, as may be necessary to keep blowing dust to a minimum.

23. Lessee agrees that it will comply in all its operations with all provisions of the City of Midland Municipal Code Section 6-1-23 and to the extent that any operations are permitted to be conducted on land designated as a city park with Tex. Parks & Wildlife Code, Section 26.001, et seq., which are incorporated herein by reference. In the event of any conflict between the provisions of this Lease and said code sections, Section 6-1-23 of the Municipal Code and/or Section 26.001, et seq., of the Tex. Parks & Wildlife Code, as the case may be, shall govern. Lessee acknowledges that all or part of the Premises lies in or near a municipal airport and agrees to comply with all applicable Federal Aviation Administration rules and regulations and to secure in advance all necessary approvals, permits and consents, and shall in addition comply with all directions of the City of Midland Director of Aviation relating to the public safety and welfare, and the safety of aviation related activities, including without limitation directives, rules and regulations relating to equipment height, location and safety markings.

24. The venue for any suit arising out of a provision of this Lease, whether express or implied, regarding interpretation breach or alleged breach of this Lease, or relating in any way to this Lease or to applicable case law, statutes, or administrative rules, shall be in the county in which the Premises are located. Lessee hereby waives any claim it may have regarding the award or recovery of attorneys fees in connection with any matter arising out of or related to this Lease, including without limitation any action pursuant to the Uniform Declaratory Judgment Act, Tex. Civ. Prac. & Rem. Code, Section 37.001, et seq., as amended from time to time. This agreement and all matters pertaining thereto shall be governed by the laws of the State of Texas without reference to any rule or law that would apply the law of another jurisdiction.

25. By executing this Lease, Lessor does not waive its right of sovereign immunity and is not consenting to be sued by reason of legislative action.

26. In the event of a bona fide, good faith intent by Lessor to develop for commercial, residential or public use, the surface of any part of the Leased Premises upon which a producing or other active well is either physically located or is situated within 200 feet, Lessor shall have the option, but not the obligation, to require plugging and abandonment of said well(s) by giving to Lessee not less than 180 days advance written notice of Lessor's intent, describing with reasonable certainty the surface area to be developed and the name and approximate location of Lessee's affected producing or other active well. Unless otherwise agreed in writing, within 180 days after receipt of said notice, Lessor and Lessee shall select a mutually acceptable, qualified registered professional engineer regularly engaged in evaluating Permian Basin oil and gas properties who shall then determine the fair market value of the affected well(s), plus the cost of plugging and abandonment, and less the fair market value of any recoverable salvage materials, using generally accepted evaluation techniques, discount rates, product and equipment prices, and other usual criteria (hereinafter called the "Purchase Price"). Said engineer shall notify Lessor and Lessee in writing of the calculated Purchase Price and the general basis upon which same was determined not later than 60 days after engineer's engagement.

If Lessor and Lessee are unable to mutually agree upon the selection of a qualified engineer within the time prescribed, then on the 180th day each shall submit the names and qualifications of two acceptable qualified engineers to the district judge of the 238th District Court of Midland County, who shall then select, not later than 10 days from submission, from all the names so submitted an impartial, qualified engineer to determine the Purchase Price as hereinabove provided, which selection shall be binding upon all parties.

Lessor shall notify Lessee in writing within 90 days after it receives written notice of the calculated Purchase Price if Lessee elects to either (i) acquire the affected well(s) or (ii) decline to acquire the affected well(s). If Lessor elects to acquire the affected well(s), Lessor shall promptly place the Purchase Price in an escrow account until such time as Lessee has properly plugged and abandoned the affected well(s) and same has been certified to the reasonable satisfaction of Lessor, whereupon the Purchase Price shall be released to Lessor. If Lessor elects NOT to acquire the affected well(s), Lessor may not exercise the rights and privileges accorded under this section for twelve months from the date of Lessor's election with respect to the same well(s).

IN WITNESS WHEREOF this instrument is executed by the parties hereto effective as of the effective date of said lease.

LESSOR:

CITY OF MIDLAND

By: _____
Name: Wes Perry, Mayor

LESSEE:

[Printed Name]

By: _____
Name: _____
Title: _____

[Acknowledgements on following page]

COUNTY OF MIDLAND §

Notary Public, State of Texas

COUNTY OF MIDLAND

Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION OF LANDS

All of those certain tracts of land located within Sections ____, all in Block 40, T-2-S, T&P Ry. Co. Survey, Midland County, Texas, described in the following deeds:

A.

B.

C.

Exhibit "B"

Request for Oil and Gas Lease Proposal – RFP #07-13

Corporate Authorization

IF BIDDER IS A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/BID FORM.

I, _____, certify that I am the Secretary of the Corporation named as Bidder hereinafter; that _____ who signed the foregoing proposal on behalf of the bidder was then _____ of the said Corporation; that said proposal was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

SIGNATURE

DATE

NAME OF COMPANY

ADDRESS

CITY/STATE

THIS PAGE MUST BE RETURNED WITH THE RFP

Exhibit “C”

Request for Oil and Gas Lease Proposal – RFP # 07-10

City of Midland, Municipal Owned Property

Midland County, Texas

Notice to Vendors

Conflict of Interest Disclosure Statements

Texas Local Government Code, Chapter 176

Vendors are required to file a Conflict of Interest Questionnaire with the City if a relationship exists between the vendor’s company and an officer of the District. Vendors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Disclosure is required from vendors regarding each affiliation or business relationship between the vendor and:

1. an officer of the District;
2. an officer of the District that results in the *officer or family member* receiving taxable income;
3. an officer of the District that results in the *vendor* receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or contractor of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, *or* submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Vendor also shall file an updated questionnaire:
 - a. not later than September 1 of each year in which a covered transaction is pending, and

- b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- 3. A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

(No one is required to file a disclosure under this statute before January 1, 2006)

Officers of the City of Midland are:

Wes Perry, Mayor of Midland

Midland City Council:

Scott Dufford
Jerry Morales
Jeff Sparks
John Love, III
John James
Michael Trost

City of Midland Administration:

Courtney Sharp, City Manager
Keith Stretcher, City Attorney
Marv Esterly, Director of Airports

The Conflict of Interest Questionnaire is attached. If you are required to file, send the completed form to:
ATTN: Robert Patrick

Deliver:

Purchasing Department
300 N. LORAIN, 3rd FLOOR
MIDLAND, TEXAS 79701

Mail:

Purchasing Department
P.O. BOX 1152
MIDLAND, TEXAS 79702

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

FORM CIQ

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 filling 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 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

5

**Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

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

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

- D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the government

Date

Exhibit "D"

Request for Oil and Gas Lease Proposal – RFP # 07-10

Notification of No Conflict Of Interest

If applicable, please sign and return this form with proposal:

The City of Midland requires this notification to document the vendor's acknowledgement of requirements of Texas Government Code, Section 176.00 of the Texas Local Government Code for disclosure of conflicts of interest. Submission of this form is an affidavit that the vendor submitting this form is stating that no conflict exists, as detailed in Texas Local Government Code Section 176.006 (a).

This form is in addition to any other reporting requirement required under Texas state law and does not supplant any additional reporting requirements.

()

Company (Print or Type)

Phone

Fax

Signature in ink

Date

Printed Name & Title of Signature

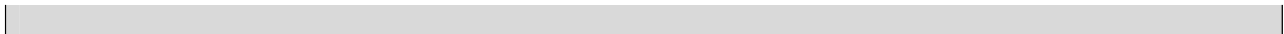


Exhibit "E"

Request for Oil and Gas Lease Proposal – RFP # 07-13

NOTIFICATION OF NO RESPONSE

If applicable, please sign and return this form with proposal:

The City of Midland would appreciate receiving this notification to better utilize our resources in corresponding with potential vendors throughout the solicitation process.

After a review of RFP # 08-69, it was decided that there would not be a response to the request for proposal. The decision is based upon one or more reasons checked below.

1. Unable to meet specifications for *(check all that apply)*:
 - Vendor qualifications _____
 - Insurance Coverage required _____
 - Timeline _____
2. Unable to utilize desired markets _____
3. Able to, but just prefer not to respond _____
4. Other _____

Any elaboration to the above would be most appreciated. The City wants to receive feedback to consider for future solicitations. Please use the space below to share your comments.

Company (Print or Type)

Phone

Fax

Signature in ink

Date

Printed Name & Title of Signature

THIS PAGE MUST BE RETURNED WITH THE RFP

Exhibit "F"

Request for Oil and Gas Lease Proposal – RFP #07-13

QUALIFICATION STATEMENT

1. GENERAL INFORMATION

Date _____

Firm Name _____

Address _____

City _____ State _____ Zip _____

Contact Person(s) – limited to two persons per firm/application

Contact No. 1

Name _____

Title _____

Telephone _____ Fax _____

Internet/E-mail address _____

Contact No. 2

Name _____

Title _____

Telephone _____ Fax _____

Internet/E-mail address _____

Type of Organization:

_____ Sole Proprietorship (individual)

_____ Partnership

_____ Professional

_____ Corporation

_____ Joint Venture

_____ Other

2. **QUALIFICATION STATEMENT** (In 100 words or less, please describe what makes your firm uniquely qualified to perform OIL and GAS LEASE services, including any superior qualities.)

3. **FIRM BACKGROUND AND STAFF**

Year present firm established: _____

Name of parent company, if any: _____

Address: _____

List principals of firm: _____

Former company name(s), if any, and year(s) established:

Name _____ Year _____

Name _____ Year _____

Name _____ Year _____

Number of employees in firm locally: _____

Total of employees in firm (all office locations): _____

Who will be your designated representative assigned to City? _____

Who is the senior member of the firm assigned to City? _____

4. **PROFESSIONAL SERVICES (DISCIPLINES) PROVIDED BY FIRM**

Please indicate below the types of services your firm could supply to the City of Midland related to this proposal request:

A. _____

B. _____

C. _____

D. _____

- E. _____
- F. _____
- G. _____

Describe the manner in which the firm will work with the City, or its designee, to define the oil/gas exploration project specification/program and to perform the work.

Other advantages offered by the firm that would be of benefit to City.

Describe special licensing, expertise and experience your firm offers: _____

List license number _____ Attach copy of license and/or certification if available.

5. Please provide the following information:

- A. Does your firm employ a full-time Oil and Gas Engineer? ☐ Yes ☐ No

If yes, attach a resume and copy of License and Certification.

- B. Does your firm have a full-time Geo-Technical Engineer on staff? ☐ Yes ☐ No

If yes, attach resume and copy of licenses.

- C. Does your firm employ a seismology expert on staff: ☐ Yes ☐ No

If yes, attach a copy of resume and copy of license.

- D. Does your firm own its own drilling equipment? ☐ Yes ☐ No

If yes, attach a copy of resume and a copy of license.

6. What type of drilling procedure does your firm anticipate using in this exploration?

7. What is your current level of activity in the Permian Basin?

8. Has your firm provided Oil and Gas leasing and operations services for municipalities?

Yes _____ No _____

If yes, please list at least three Cities that your firm has provided services to:

- A. _____
- B. _____
- C. _____

9. PROFESSIONAL LIABILITY INSURANCE

Describe limits per project _____

Describe limits in aggregate _____

Describe deductible _____

Have you had any claims asserted against you within the last five years? _____

If yes, provide details of each claim: _____

10. Please include a description of the reports that are supplied as a regular part of their services for oil and gas exploration and drilling. Also, please supply a real time copy of reports: *Please submit a copy of a completed close-out report.*

11. PROJECT REFERENCES

Please list five completed projects that would be representative of your firm's work and services provided within the last three years.

A. Project _____

Contact Person/Title _____

Phone Number _____

Size of Abatement _____

B. Project _____

Contact Person/Title _____

Phone Number _____

Size of Abatement _____

C. Project _____

Contact Person/Title _____

Phone Number _____

Size of Abatement _____

D. Project _____

Contact Person/Title _____

Phone Number _____

Size of Abatement _____

E. Project _____

Contact Person/Title _____

Phone Number _____

Size of Abatement _____

12. CURRENT CLIENTS

Please list three of your current clients whose projects reflect the scope of your present workload.

A. Project _____

Contact Person/Title _____

Phone Number _____

Project Description _____

B. Project _____

Contact Person/Title _____

Phone Number _____

Project Description _____

C. Project _____

Contact Person/Title _____

Phone Number _____

Project Description _____

13. Please state the dollar amount of oil and gas exploration and/or drilling your company has:

2005 _____ 2006 _____

2007 _____ 2008 _____

2009 _____ 2010 YTD _____

14. Please indicate if your firm will supply reports and any necessary documentation on disk in Microsoft Word as well as one (1) hard copy:

_____ Yes _____ No

15. Does your firm have CAD capabilities that would support necessary drawings needed in specification writing and compliance reporting?

_____ Yes _____ No

16. Please attach any additional information and/or brochures that would provide additional information about your firm in relation to this request.
17. Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its' proposal with the media in any form, electronic or printed and elected or appointed official or officer of the City, or any employee, agent or other representative of the City, unless specifically allowed to do so by the Purchasing Department.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow the City to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

APPLICATION SIGNATURE:

Printed Name: _____

Title: _____

Signature of Firm's Contact Person: _____

Date: _____

Exhibit "G"
Request for Oil and Gas Lease Proposal – RFP # 07-13
Non-Collusion Statement

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

It is agreed by the undersigned bidder that the signed delivery of this bid/proposal represents the bidder's acceptance of the terms and conditions of this invitation to bid/offer a proposal including all specifications and special provisions. **Note:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the City of Midland, Texas.

FIRM'S NAME

NAME OF AUTHORIZED INDIVIDUAL (printed or typed)

DATE

AUTHORIZED SIGNATURE

POSITION WITH COMPANY

Exhibit “H”

Request for Oil and Gas Lease Proposal – RFP # 07-13

DESCRIPTION OF LANDS

Tract A - located within Section 4 and 9, Block 40, T-2-S, T&P Ry Co. Survey, all in Midland County, Texas, described in the following deeds:

- A. Warranty Deed dated July 24, 1936, recorded in Volume 55, Page 616, Deed Records of Midland County, Texas, from Clarence Scharbauer, et al., to the City of Midland, Texas;

Tract B - located within Section 4, Block 40, T-2-S, T&P Ry. Co. Survey, all in Midland County, Texas, described in the following deeds:

- A. Warranty Deed dated July 14, 1939, recorded in Volume 63, Page 475, Deed Records of Midland County, Texas, from Clarence Scharbauer, et al., to the City of Midland, Texas;



Exhibit "J"

Request for Oil and Gas Lease Proposal – RFP # 07-13

Midland RFP Response Form RFP Submittal Certifications

Company Name: _____

Please initial by each statement below signifying your understanding and ability to provide the service stated based upon the information supplied in the RFP.

1. _____ Proposer understands and has responded to all General Provisions information.
2. _____ Proposer understands and agrees to all Terms & Conditions.
3. _____ Proposer has included an acceptable "Issues List" as a separate attachment outlining any objections to the Terms and Conditions.
4. _____ Proposer understands and has responded to General Information Section.
5. _____ Proposer understands and has responded to all Scope of Work Section information.
6. _____ Proposer understands and has responded to all Proposal Format and Organization requirements.
7. _____ Proposer understands and has completed all Required Forms.

Authorized Representative Name (Print): _____

Authorized Representative Signature: _____

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

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

D. Describe each affiliation or business relationship.

[illegible]

6

Date _____

NOTICE TO BIDDERS

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

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

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

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



City Council Agenda

Approved for Agenda:
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Marv Esterly, Director of Airports

SUBJECT: Request for Proposal/ Mineral Lease at Midland International Airport

Purpose:

Consider a resolution authorizing the advertisement of a Request for Proposal to lease certain mineral rights at Midland International Airport

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Financial Impact:

Unknown at this time

Discussion:

During the January 25, 2011, City Council Briefing session, Council concurred with the Department of Airports' request to explore the possibility of leasing mineral rights on tracts of land in and around Midland Airpark. Difficulties extracting the minerals within the Airpark environs caused the tabling of this venture. During this time, research indicated that the City also owned approximately 300 surface acres of mineral at Midland International Airport. Two local oil companies have since showed interest in leasing the mineral rights in this area.

Note: All drilling will need to be performed directionally as the Airport environs will not support drilling operations within the Airport boundaries. Approving the advertisement of this Request for Proposals (RFP) will demonstrate whether extracting these mineral is currently possible. The attached map shows land tracts in red included in the RFP.



DATE: October 3, 2013

TO: The Honorable Mayor and City Council Members

FROM: Keith Stretcher, City Attorney

SUBJECT: Midland International Airport

This motion authorizes the City Manager to negotiate and execute an agreement with various entities to place art and other exhibits at the Midland International Airport.

If you have any questions or if I may be of any assistance do not hesitate to contact me.

KS/lo

City of Midland
CITY ATTORNEY'S OFFICE
Office Memorandum

DATE: September 30, 2013

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, First Assistant City Attorney

SUBJECT: Agreement between the Midland Development Corporation (MDC) and Midland College

At the September 27 meeting of the MDC, the Board of Directors authorized the execution of an agreement with Midland College for job training and promotional purposes.

Under the agreement, the MDC will provide Midland College \$55,000. Midland College will be required to use the MDC funds as follows:

- (1) \$40,000.00 shall be expended for the purchase of one (1) semi-tractor trailer practice vehicle for commercial driver license (CDL) job training purpose;
- (2) a maximum of \$10,000.00 may be expended for promotional and advertising purposes necessary for student recruitment to the job training program; and
- (3) a maximum of \$5,000.00 may be expended for travel expenses associated with the promotional and advertising purposes.

The proposed resolution approves the agreement between the MDC and Midland College.

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
MIDLAND COLLEGE, AS AUTHORIZED BY
CHAPTERS 504 AND 501 OF THE TEXAS LOCAL
GOVERNMENT CODE, AS AMENDED**

WHEREAS, the Midland Development Corporation approved an economic development agreement with Midland College on September 27, 2013; 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 Midland College;

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

THAT the economic development agreement between the Midland Development Corporation and Midland College, which is attached hereto, marked as Exhibit "A", and incorporated herein for all purposes, is hereby approved.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

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 MIDLAND COMMUNITY COLLEGE DISTRICT (“College”).

I. Recitals

- A. The MDC and the College desire to set forth the terms and conditions upon which incentive funds will be provided to the College as consideration for the College operating a primary job training facility and program (the “Program”) for the training of workers for the transportation, aviation/aerospace, and energy industries.
- B. The MDC Board of Directors finds that the Program will promote or develop new or expanded business enterprises in the City of Midland.
- C. The MDC Board of Directors finds that the purpose of this Agreement qualifies as a “project”, as defined in Section 501.101 of the Texas Local Government Code, and is therefore eligible for MDC funding.
- D. The MDC Board of Directors finds that the Program is for the creation or retention of “primary jobs”, as defined in Section 501.002 of the Texas Local Government Code, and that the Program is required or suitable for the development, retention or expansion of a primary job training facility for use by an institution of higher education.
- E. The MDC Board of Directors finds that the College is an institution of higher education as defined under Section 61.003 of the Texas Education Code.
- F. The MDC Board of Directors finds that the expenditure of funds hereunder for promotional purposes, as authorized by Section 504.105 of the Texas Local Government Code, will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland.

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

II.
Obligations of the MDC

- A. On or before November 1, 2013, MDC shall provide to the College an interest-free forgivable loan in the amount of \$55,000.00, 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 College

- A. **The Program.** The College shall use the Loan funds as follows:
1. \$40,000.00 shall be expended for the purchase of one (1) semi-tractor trailer practice vehicle for commercial driver license (CDL) job training purposes.
 2. A maximum of \$10,000.00 may be expended for promotional and advertising purposes necessary for student recruitment to the Program. A maximum of \$5,000.00 may be expended for travel expenses associated with such promotional and advertising purposes. The College agrees to exercise its best reasonable efforts to advertise, publicize or promote the City of Midland in connection with such student recruitment.
- B. **Certifications.** The College shall certify, in accordance with Section VII(B)(1) hereof, the following:
1. Within thirty (30) days after the purchase of the semi-tractor trailer vehicle described in Section III(A)(1) above, the College shall certify the purchase price of said vehicle. The College shall provide sufficient supporting documentation of said purchase price.
 2. Beginning in January of 2014, and continuing every year thereafter through the term of this Agreement, each year by January 31, the College shall certify all expenditures made pursuant to Section III(A)(2) above. The College shall provide sufficient supporting documentation of such expenditures.
- C. **Repayment.** The following repayment provisions shall apply to this Agreement:

1. If the College does not purchase one (1) semi-tractor trailer practice vehicle for CDL job training purposes by June 1, 2014, then the College shall repay to the MDC the Loan in its entirety.
2. If the purchase price paid by the College for said semi-tractor trailer vehicle is less than \$40,000.00, then the College shall repay the unexpended funds to the MDC. For example, if the purchase price for said vehicle is \$39,000.00, then the College shall repay \$1,000.00 to the MDC.
3. If the College expends less than \$10,000.00 for promotional and advertising purposes necessary for student recruitment to the Program, then the College shall repay the unexpended funds to the MDC. For example, if the College expends \$9,000.00 for such promotional and advertising purposes, then the College shall repay \$1,000.00 to the MDC.
4. If the College expends less than \$5,000.00 for travel expenses associated with such promotional and advertising purposes, then the College shall repay the unexpended funds to the MDC. For example, if the College expends \$4,000.00 for such travel expenses, then the College shall repay \$1,000.00 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 College that the College is in default. Notwithstanding anything to the contrary contained anywhere in this Agreement, under no circumstances shall the College be obligated to repay the MDC an amount in excess of the total dollar amount of the Loan actually received by the College from the MDC under this Agreement.

IV. Term

Upon execution by all of the parties, this Agreement becomes effective on October 9, 2013 (the “effective date”), and shall terminate on March 1, 2016, or when the requirements set forth in Section 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 College 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 College 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 \$55,000.00 in the aggregate.

B. **Certification Form.** The College agrees to the following certification requirements:

1. As to any certification required under this Agreement, the College shall provide a letter from the College President or other appropriate officer. All certifications required under this Agreement shall be signed by the College President or other appropriate officer before a notary. E-mail shall not be an acceptable form of certification under this Agreement.
2. The College shall allow MDC reasonable access to the job training facility for purposes of determining the College's compliance with this Agreement, provided that such access shall be with representatives of the College and during normal business hours.

- C. **Covenants.** The College covenants that this Agreement has been duly authorized by the College's board of trustees or other governing body, or by an officer of the College empowered to execute such agreements and bind the College, and is not in contravention of the provisions of the College's bylaws, or of any agreement or instrument to which the College is a party or by which it may be bound, the breach of which would have a material, adverse effect on the College and its operations.
- D. **Payments.** Payments to be made to the College under Section II hereof shall be made upon a written request from the College and completion of all necessary supporting documentation. The payment request and documentation should be directed to MDC Executive Director, 109 N. Main, Midland, Texas 79701.

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. **Legal Relationships.** No term or provision of this Agreement or act of the College in the performance of this Agreement shall be construed as making the College, or its employees, the agent, servant, employee or contractor of MDC. The MDC's 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. **Independent Contractor.** The College shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. The College shall have exclusive control of, and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of the College's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the MDC. The MDC and the College 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 MDC and the College 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 College. 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. The MDC shall not have the right to control the means, methods or details of the College’s work. The MDC does not have the power to direct the order in which the work is done. The College shall assume exclusive responsibility for the work. The College is entirely free to do its work in its own way.

- 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 College 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 College without the prior written consent of the MDC.

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

If to MDC:

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

If to the College:

Dr. Steve Thomas
President
Midland College
3600 N. Garfield
Midland, Texas 79705

with copy to:

MDC Executive Director
109 N. Main
Midland, Texas 79701

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

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

If to MDC:

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

If to The College:

Dr. Steve Thomas
President
Midland College
3600 N. Garfield
Midland, Texas 79705

- M. This Agreement shall not be effective until approved by the Midland City Council.

IN WITNESS WHEREOF, the MDC and the College have executed this Agreement on the _____ day of _____, 2013.

**MIDLAND DEVELOPMENT
CORPORATION**

Laura Roman, Chairman

ATTEST:

Robert Rendall, Secretary

APPROVED AS TO FORM:

Keith Stretcher, Attorney for the
Midland Development Corporation

**MIDLAND COMMUNITY
COLLEGE DISTRICT**

By: _____
Dr. Steve Thomas, President

**THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §**

BEFORE ME, _____, a notary public, on this day personally appeared DR. STEVE THOMAS, of the MIDLAND COMMUNITY COLLEGE DISTRICT, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the MIDLAND COMMUNITY COLLEGE DISTRICT, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, in and for
the State of Texas



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/13

TO: City Council / City Manager

FROM: Tina Jauz / Community Services Director

SUBJECT: Consider a resolution authorizing the acceptance of \$55,815.00 in reimbursement funds from the Texas Department of State Health Services to assist the Health and Senior Services Division with the delivery of Local Public Health Services.

Purpose:

Consider a resolution authorizing the acceptance of \$55,815.00 in reimbursement funds from Texas Department of State Health Services Document No. 2014-001305-00 to assist the Health and Senior Services Division with the delivery of Local Public Health Services.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$55,815.00 from the Texas Department of State Health Services to reimburse the operating budget of the Health & Senior Services Division.

Discussion:

Midland Health and Senior Services receive annual reimbursement from the Texas Department of State Health Services to help with Local Public Health Services.

The \$55,815.00 will be used to reimburse expenses associated with personnel, travel, supplies, and contractual services.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF \$55,815.00 TO ASSIST THE HEALTH AND SENIOR SERVICE DIVISION WITH THE DELIVERY OF LOCAL PUBLIC HEALTH SERVICES; AND AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS

WHEREAS, the City of Midland Health & Senior Services Division will be awarded \$55,815.00 in reimbursement funds from the Texas Department of State Health Services Document Number 2014-001305-00 to assist the Health & Senior Service Division with the delivery of local public health services; and

WHEREAS, the City Council finds it to be in the public interest to accept \$55,815.00 in reimbursement funds from the Texas Department of State Health Services Document Number 2014-001305-00 to assist the Health & Senior Service Division with the delivery of local public health services;

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

SECTION ONE. That the City of Midland Health and Senior Services Division is authorized to receive \$55,815.00 in reimbursement funds from the Texas Department of State Health Services to assist the Health & Senior Service Division with the delivery of local public health services.

SECTION TWO. That the City Manager is hereby authorized and directed to execute all documents necessary to accept said funds from the Texas Department of State Health Services to assist the Health & Senior Service Division with the delivery of local public health services and that said funds are directed to be deposited into the General Fund of the City of Midland.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Tina Jauz, Director of Community Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001305-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Midland Health & Senior Services (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$55,815.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY14 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmeps/>. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Midland County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE, STATE

14. DUNS Number:

073186579

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Delivery Plan	Quarterly	09/01/2013	11/30/2013	12/30/2013
Project Service Delivery Plan	Quarterly	12/01/2013	02/28/2014	03/31/2014
Project Service Delivery Plan	Quarterly	03/01/2014	05/31/2014	06/30/2014
Project Service Delivery Plan	Quarterly	07/01/2014	08/31/2014	10/31/2014

16. Special Provisions

General Provisions, Section 1.03 Reporting Article, are revised to include the following paragraph:

Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Section 12.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, Section 12.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2014-001305-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
- d. Declarations Certification Regarding Lobbying,
Certification Regarding Professional
Services Contractors Not Hiring Former
or Retired State Agency Employees,
Child Support Certification, Fiscal
Federal Funding Accountability and
Transparency Act (FFATA) Certification
- e. Exhibits Exhibit A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Midland Health Department
Vendor Identification Number: 17560006086 016

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services

By: David Gruber
Signature of Authorized Official
09/18/2013
Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

Midland Health & Senior Services

By: Celestino Garcia
Signature of Authorized Official
08/28/2013
Date

Celestino Garcia Health and Senior Services
Administrator
Name and Title
PO Box 4905
Address
Midland Texas 79704
City, State, Zip
(432) 681-7645
Telephone Number
cgarcia@midlandtexas.gov

E-mail Address

E-mail Address

EXIBIT A

FY 2014 Request for Local Public Health Services Funds

Project Service Delivery Plan

Texas Department of State Health Services

Local Health Department: Midland Health & Senior Services

Contract Term: September 1, 2013 through August 31, 2014

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.

1. Public health policy planning and development
2. Provide information to community residents on available health resources

Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds

1. Inform, educate, and empower people about health statistics
2. Enforce laws and regulations that protect health and ensure safety

3. Assure a competent public health and personnel health workforce

Objective(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)

1. Inform, educate, and empower people about health statistics
2. Enforce laws and regulations that protect health and ensure safety
3. Assure a competent public health and personnel health workforce

Performance Measure: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.

1. Approve Annual Program Plans for each public health program within the agency by 4-20-14
2. Approve and Finalize standard operating procedures for disease surveillance team by 5-15-14
3. Finalize all media communications 24 hours before release Health Authority
4. Develop a plan for informing/educating local providers regarding disease reporting by 9-20-14
5. Approve Annual Protocols and Procedures for Nurses by 9-20-14

Activities List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.

1.1 A. Direct each public health program to develop an Annual Program plan outlining the activities to be conducted, how the activities will be measured (either number of activities, dates activities should be completed) and guidelines that should be met.

1.1 B. Conduct quarterly reviews of each program to determine progress in meeting goals is identified in program plan

1.1 C. Evaluation of program to determine if goals were met.

1.2 A. Appoint surveillance team leaders and assign job duties

1.2 B. Conduct quarterly reviews with team leaders to discuss goal progress and improvements.

1.3 A. Evaluate media topics at monthly staff meetings for promotional events or department projects.

1.3 B. Distribute information to necessary officials prior to sensitive issues media release.

2.1. A Development of plan for informing /educating providers in disease reporting requirements/activities, including number of providers contacted and types of contact, etc.

2.1.B Quarterly reporting of activities to Health administrator to provide status of meeting goals outline in the plan

2.1.C Final report to determine if goals were met

2.2. A Finalize protocols, training schedules and certification courses to improve medical staff.

2.2.B Conduct annual reviews to analyze necessary changes in nursing practices to optimize services

Evaluation and Improvement Plan List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.

1.1 A. The Standard for ensuring effective administration of public health programs is the job description for the Health Administrator that establishes the roles/responsibilities for overseeing the public health programs.

1.1 B Evaluation/improvement activities would be analysis of quarterly review of public health program's progress in implementing their annual program plan to identify barriers to providing or gaps in services.

1.1C Development of a plan/strategies for each program to improve their services

1.2A The standard for the administrator to build and monitor a disease surveillance team is the essential job duties in the Health Administrator job description that allows for training and surveillance in event of county wide emergency or outbreaks

1.2 B Evaluation /improve. Activities are quarterly review of surveillance team's progress in monitoring and deterring disease outbreaks and hazards

1.3 A The Standard for media release by administrator is the job description that establishes the responsibilities to make media presentations and represent the health department to the general population

1.3 B Evaluation/improvement. Activities are monthly reviews with department supervisors to establish public interest and needed information.

Health Authority

2.1A The standard for the Health Authority will be their plan that was developed identifying the number of providers contacted and how they will be educated/informed about disease reporting activities/requirements.

2.1 B Evaluation/improvement activities will be a quarterly review to see if they are meeting the expectations outlined in their plan, and development of strategies for improving their services.

2.2 A The Standard for the Health Authority approval process is the list of essential job duties under approval of all clinic services

2.2 B Evaluation/improvement. Activities will annual review to discuss expectations and plan strategies to improve services and training.

DELIVERABLE Describe the tangible evidence that the activity was completed.

Administrator

- Job Description
- Report from quarterly reviews of public health programs
- Final report for improving public health programs based on analysis of quarterly reviews

Health Authority

- Annual plan
- Job Description
- Quarterly review

Final report for improving public health programs based on analysis of quarterly review



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/13

TO: City Council / City Manager

FROM: Tina Jauz / Community Services Director

SUBJECT: Consider a resolution authorizing the acceptance of \$100,950.00 in reimbursement funds from the Texas Department of State Health Services to assist the Health and Senior Services Division with the delivery of Public Health Emergency Preparedness Services.

Purpose:

Consider a resolution authorizing the acceptance of \$100,950.00 in reimbursement funds from the Texas Department of State Health Services Document No. 2014-001271-00 to assist the Health and Senior Services Division with the delivery of Public Health Emergency Preparedness Services.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$100,950.00 from the Texas Department of State Health Services to reimburse the operating budget of the Health & Senior Services Division.

Discussion:

Midland Health and Senior Services receive annual reimbursement from the Texas Department of State Health Services to help with Public Health Emergency.

The \$100,950.00 will be used to reimburse expenses associated with personnel, travel, equipment, supplies, and services.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF \$100,950.00 IN REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES TO ASSIST THE HEALTH AND SENIOR SERVICE DIVISION WITH THE DELIVERY OF PUBLIC HEALTH EMERGENCY PREPAREDNESS SERVICES; AND AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS

WHEREAS, the City of Midland Health & Senior Services Division will be awarded \$100,950.00 in financial reimbursement from the Texas Department of State Health Services Document Number 2014-001271-00 to assist the Health and Senior Service Division with the delivery of Public Health Emergency Preparedness Services; and

WHEREAS, the City Council finds it to be in the public interest to accept \$100,950.00 in financial assistance from the Texas Department of State Health Services Document Number 2014-001271-00 to assist the Health and Senior Service Division with the delivery of Public Health Emergency Preparedness Services;

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

SECTION ONE. That the City of Midland Health and Senior Services Division is authorized to receive \$100,950.00 in financial assistance from the Texas Department of State Health Services to assist the Health and Senior Service Division with the delivery of Public Health Emergency Preparedness Services.

SECTION TWO. That the City Manager is hereby authorized and directed to execute all documents necessary to accept said funds from the Texas Department of State Health Services to assist the Health and Senior Service Division with the delivery of Public Health Emergency Preparedness Services and that said funds are directed to be deposited into the General Fund of the City of Midland.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Tina Jauz, Director of Community Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001271-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Midland Health & Senior Services (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$100,950.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT13) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon:

- A. A jurisdictional risk assessment using the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT);
- B. The assessment of current capabilities and gaps (using the TxPHRAT);

Capability 1 – Community Preparedness:

Definition: Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

Capability 2 – Community Recovery:

Definition: Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

Capability 3 – Emergency Operations Center Coordination:

Definition: Emergency Operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

Capability 4 – Emergency Public Information and Warning:

Definition: Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Capability 5 – Fatality Management:

Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Capability 6 – Information Sharing:

Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

Capability 7 – Mass Care:

Definition: Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to be met as the incident evolves.

Capability 8 – Medical Countermeasure Dispensing:

Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Capability 9 – Medical Material Management and Distribution:

Definition: Medical material management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

Capability 10 – Medical Surge:

Definition: Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

Capability 11 – Non-Pharmaceutical Interventions:

Definition: Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

Capability 12 – Public Health Laboratory Testing:

Definition: Public health laboratory testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event

incident and post-exposure activities.

Capability 13 – Public Health Surveillance and Epidemiological Investigations:

Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Capability 14 – Responder Safety and Health:

Definition: The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Capability 15 – Volunteer Management:

Definition: Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

DSHS encourages partnership and collaboration within, between, and among public health and medical care partners in jurisdictions across the State of Texas in preparedness activities. Partnership opportunities may include, but are not limited to, plan development or updating, exercises, training, and responding to incidents, events, or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents and resources are incorporated by reference and made a part of this Program Attachment:

- Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1202CONT13
- Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:http://www.cdc.gov/phpr/capabilities/DSLRL_capabilities_July.pdf.
- Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
- Budget Period 2 Public Health Emergency Preparedness Work Plan for Local Health Departments,

attached as Exhibit A;

- Budget Period 2 Public Health Emergency Preparedness Work Plan for Local Health Departments, attached as Exhibit B;

- Contractor's FY14 Applicant Information and Budget Detail for FY14 base cooperative agreement;

- DSHS Exercise Program Templates & Guidance located at;

<http://www.dshs.state.tx.us/commprep/exercises.aspx>

- Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:

https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;

- Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):

<http://www.texasprepares.org/survivingdisaster.htm>; and

- Preparedness Program Guidance(s) as provided by DSHS and CDC

Pandemic and All-Hazards Preparedness Reauthorization Act of 2013

<http://www.govtrack.us/congress/bills/113/hr307>

- Contractors Financial Procedures Manual dated September 1, 2012 or latest version located at:

<http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

The CDC PHEP Budget Period 2 funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

The Contractor is required to provide matching funds for PHEP Budget Period 2 of the Funding Opportunity Number CDC-RFA-TP12-120102CONT13 not less than 10% of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (<http://www.dshs.state.tx.us/contracts/cfpm.shtm>) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in the Contractor's contract budget, and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

Contractor shall coordinate activities and response plans within the jurisdiction, with state, regional, other local jurisdictions, and tribal entities (where appropriate), and with local agencies, hospitals, health care systems, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide or sub-state regional exercises as required to assess the capacity of Contractor to respond to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare and submit to DSHS After-Action Reports (AARs), documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises in a format specified by DSHS and in compliance with Homeland Security Exercise and Evaluation Plan (HSEEP) standards.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under

this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

- A. Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
- B. Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
- C. Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
- D. Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
- E. Reporting immediately all illnesses resulting from bioterrorism, chemical emergencies, radiological emergencies, or other unusual events and data aberrations as compared to background surveillance data to the jurisdiction's respective DSHS Health Service Region (HSR) regional office or to DSHS.

Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if Contractor shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

Contractor must complete PHEP Evidence-Based Benchmarks as outlined in the attached Exhibit A, Public Health Emergency Preparedness Work Plan for Local Health Departments Exhibit A and B, and as noted below:

1. Demonstrated adherence to PHEP reporting deadlines; and

2. Demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

Failure to meet these deliverables may result in withholding a portion of the fiscal year 2014 PHEP base award.

Contractor shall document the following PHEP Evidence-based Benchmarks:

1. Demonstrated adherence to PHEP reporting deadlines.

A PHEP Budget Period 2 mid-year progress report is due to DSHS December 20, 2013. The report will include a status update on CDC-defined performance measures as well as an update on current preparedness status and self-identified gaps based on the public health emergency preparedness capabilities as they relate to overall jurisdictional needs, and interim financial reports.

An Annual PHEP Budget Period 2 progress report is due to DSHS July 31, 2014. The report will include an update on work plan activities, budget expenditure reports, CDC-defined performance measurement activities and data, and preparedness accomplishments, success stories, and program impact statements.

2. Demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

As part of a response to public health emergencies, Contractor must be able to provide countermeasures to 100% of the identified population within 48 hours after the formal federal request. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health emergency.

a. Complete self-assessments using the Technical Assistance Review (TAR) tool due 2 weeks before the documentation review with Central Office. The benchmark score is a 69.

b. Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans for these drills to the exercise team. Both are due no later than April 1, 2014.

c. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by loading POD standards document to SharePoint no later than April 1, 2014.

d. Contractors within the three identified CRI/MSA Planning Areas must participate in one joint full-scale distribution/dispensing exercise that include all pertinent jurisdictional leadership and emergency management support function leads, planning and operational staff, and all applicable personnel in the Metropolitan Statistical Area or Health Service Region within the 2011 to 2016 performance period.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmeps/>. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Midland County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00043

RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 3 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069, 93.069, 93.069

14. DUNS Number:

073186579

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16. Special Provisions

General Provisions, Compliance and Reporting Article I, is revised to include:

Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

The email address for submitting mid-year reports, annual reports, and any additional programmatic reports is PHEP@dshs.state.tx.us

General Provisions, Services Article II, Disaster Services, Section 2.02 is amended to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachments funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Payment Methods and Restrictions Article IV, Billing Submission Section 4.02, is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than August 14, 2014 for costs incurred between the services dates of September 1, 2013 and June 30, 2014.

General Provisions, Terms and Conditions of Payment Article IV, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, Allowable Costs and Audit Requirements Article VI, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles, funding an award to another party or provider who is ineligible, or backfilling costs for staff new construction, or the purchase of incentive items.

General Provisions, Access and Inspection Article IX, Access Section 9.01 is hereby revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor shall allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor shall comply with all DSHS documentation requests and on-site visits. Contractor shall make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.

General Provisions, General Business Operations of Contractor Article XII, Equipment Purchases (Including Controlled Assets), Section 12.20, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than August 31, 2014 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2014. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2014-001271-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Midland Health Department
Vendor Identification Number: 17560006086

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services

By: David Gruber
Signature of Authorized Official
09/18/2013
Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

Midland Health & Senior Services

By: Celestino Garcia
Signature of Authorized Official
08/28/2013
Date

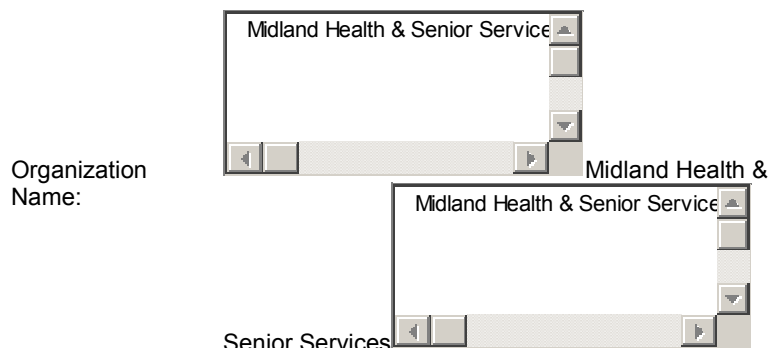
Celestino Garcia Health and Senior Services
Administrator

Name and Title
PO Box 4905
Address
Midland Texas 79704
City, State, Zip
(432) 681-7645

Telephone Number

cgarcia@midlandtexas.gov
E-mail Address

HAZARDS EXHIBIT A (WORK PLAN)



Organization
Name:

Contract Number: 2014-001271-00

Contract Term: 9/1/2013 - 8/31/2014

Program ID: CPS/HAZARDS
Public Health
Program Name: Emergency
Preparedness
(PHEP)

EXHIBIT A

Public Health Emergency Preparedness Work Plan
for Local Health Departments
PPCPS/HAZARDS

Budget Period 2

Introduction

DSHS developed this work plan in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102-CONT13) from the Centers for Disease Control and Prevention (CDC). The funding opportunity announcement addresses alignment of the Public Health Emergency Preparedness (PHEP) Program and the Hospital Preparedness Program (HPP) through a five-year project period from FY 2012 to 2017.

DSHS also developed this work plan in the spirit of flexibility and continuous quality improvement providing local health departments the ability to accomplish the intent of the PHEP - HPP Cooperative Agreement with as much latitude as possible while adhering to the guidance of the funding opportunity announcement.

The work plan consists of the following sections that describe the activities and deliverables for PHEP Budget Period 2:

- I. Public Health Preparedness Capabilities
- II. Annual Requirements
- III. CDC-Defined Performance Measures
- IV. PHEP Evidence-based Benchmarks
- I. Public Health Emergency Preparedness (PHEP) Capabilities

Public health departments continue to face multiple challenges, including an ever-evolving list of public health threats. The Centers for Disease Control and Prevention (CDC) developed fifteen (15) capabilities to assist health departments with assessing preparedness capacity as well as developing strategic plans. The CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning is a published document found at the following link: http://www.cdc.gov/phpr/capabilities/DSLRL_capabilities_July.pdf.

The activities associated with this work plan link directly to the capability standards briefly outlined in Section I Statement of Work of the Program Attachment and found in full detail in the pdf document referenced above.

During this project period, Texas Department of State Health Services (DSHS), with consultation from the CDC, intends to foster closer alignment between the PHEP Program and Hospital Preparedness Program (HPP). Grant

alignment is a long-term initiative that will continue to evolve throughout the project period as PHEP and HPP seek additional opportunities to improve administrative and programmatic collaboration. DSHS recognizes the capabilities required to fulfill HPP and PHEP programmatic goals differ but increased collaboration will serve to strengthen both programs. When appropriate, PHEP funding should support collaborative work with HPP toward capability capacity.

In 2011, CDC released a Public Health Capabilities Planning Model (http://www.cdc.gov/phpr/capabilities/DSLRCapabilities_July.pdf (pg 6-9) that describes a high-level planning process public health departments may wish to follow as they address the 15 public health capabilities. The planning model allows local health departments to use the public health preparedness capabilities to a) determine preparedness priorities, b) plan appropriate preparedness activities, and c) demonstrate and evaluate achievement of capabilities through exercises, planned events, and real incidents. Contractors are encouraged to use routine activities and real incidents to demonstrate and evaluate the public health preparedness capabilities.

DSHS with consultation from the CDC strongly recommends that local health departments utilize a prioritization strategy to determine their work and the resulting investments regarding the 15 public health preparedness capabilities across the five-year project period based upon:

- A. The assessment of current capabilities and gaps (using the TxPHRAT);
- B. A jurisdictional risk assessment (using the TxPHRAT);

Activity 1 for Section I, PHEP Capabilities:

Using the CDC Capabilities Planning Guide, Contractors should conduct strategic mapping of their work plan for the remaining project period (through FY 2017) to include capability prioritization.

Deliverable 1 for Activity 2 for Section I, PHEP Capabilities

Contractors should submit a strategic map to DSHS by October 31, 2013 on a template provided by DSHS.

Activity 2 for Section I, PHEP Capabilities: Update Texas Public Health Jurisdictional Risk Assessment tool (TxPHRAT) with new Capabilities Planning Guide (CPG) data

Deliverable 1 for Activity 2 for Section I, PHEP Capabilities

Using new CPG data, Contractor will update the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT). An updated tool must be completed and uploaded to the Texas Public Health Information Network (TxPHIN) by June 30, 2014. The TxPHIN tool is available at: <http://www.dshs.state.tx.us/layouts/contentpage.aspx?pageid=8589954779&id=8589957698&terms=PHEP>

II. Annual Requirements

Contractors are required to submit plans, program data, progress reports, and financial data outlining progress in addressing annual requirements including evidence-based benchmarks, objective standards, and performance measures data. Reports will also include information on outcomes of preparedness exercises regarding strengths, weaknesses, and associated corrective actions; accomplishments highlighting the impact and value of the PHEP program in local jurisdictions to include enhanced capacity from previous budget years; and descriptions of incidents requiring activations of emergency operations centers. Reports must describe preparedness activities conducted with PHEP funds, the purposes for which PHEP funds were spent, and the extent to which Contractors met stated goals and objectives. To assist Contractors, DSHS will provide a reporting template consistent with information required by CDC to meet the following annual planning/reporting requirements for 2013 to 2014.

1) HPP and PHEP Program Alignment

Contractors must demonstrate progress in coordinating public health and healthcare preparedness program activities and leveraging funding to support those activities as well as tracking accomplishments highlighting the impact of the HPP and PHEP programs in contractors' jurisdictions.

2) Exercise Planning and Implementation

Contractors must revise current multi-year training and exercise plans or develop a new multi-year training and exercise plan for conducting training and exercises to develop and test public health and healthcare preparedness capabilities. Training and exercise plans must demonstrate coordination with relevant entities and include methods

to leverage resources to the maximum extent possible. Updated multi-year training and exercise plans must be submitted to DSHS annually. Plans must include training and exercise schedules and describe exercise goals and objectives, identified capabilities to be tested, inclusion of at-risk individuals, participating partner organizations, and previously identified improvement plan items from real incidents or previous exercises.

One Annual Preparedness Exercise

Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting but, no later than 90 days prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

These exercises can include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. See the DSHS Exercise Program Guidance document for detailed exercise requirements.

Contractors must conduct one, joint full-scale exercise within the five-year project period. Joint full-scale exercises should meet multiple program requirements including PHEP, HPP and Strategic National Stockpile requirements where possible to minimize the burden on exercise planners and participants.

3) Volunteer Recruitment and Management (Capability 15, Volunteer Management) If Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers), then Contractors must enter volunteers into the Texas Disaster Volunteer Registry, the Texas Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) system and utilize this system as their primary volunteer management tool. Data should be updated into the Texas Disaster Volunteer Registry by November 30, 2013 (mid-year) and July 31, 2014 (end-of-year).

4) Coordination among cross-cutting public health preparedness programs PHEP program components as a whole should complement and be coordinated with other public health and healthcare programs as applicable. For example, some functions within the Public Health Laboratory, Public Health Surveillance and Epidemiological Investigation and Information Sharing capabilities may mutually support activities as described in CDC's Epidemiology and Laboratory Capacity (ELC) for Infectious Diseases cooperative agreement. Contractors should work with immunization programs and partners on syndromic surveillance and other activities to assure preparedness for vaccine-preventable diseases, influenza pandemics, and other events requiring a response.

5) Stakeholder Engagement (Capability 1, Community Preparedness, Function 2 and Capability 2, Community Recovery, Function 1)

Contractors should identify the appropriate jurisdictional partner to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

6) Public Comment Solicitation on Emergency Preparedness Plans (Capability 1, Community Preparedness, Function 2)

Contractors should describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment on emergency preparedness and response plans.

7) National Incident Management System (NIMS) Compliance (Capability 3, Emergency Operations Coordination, Function 1)

Contractors should have plans, processes, and training in place to meet NIMS compliance requirements by June 30, 2014.

8) Public Health, Mental/Behavioral Health, and Medical Needs of At-risk Individuals (Capability 1, Community Preparedness; Capability 2, Community Recovery; Capability 4, Emergency Public Information and Warning; Capability 7, Mass Care; Capability 10, Medical Surge; and Capability 13, Public Health Surveillance and Epidemiological Investigation)

Strategic maps should describe plans to address the public health, mental/behavioral health, and medical needs of at-risk individuals in the event of a public health emergency.

The definition of at-risk individuals is available at:

<http://www.phe.gov/Preparedness/planning/abc/Documents/at-risk-individuals.pdf>

9) Situational Awareness

Contractors will provide DSHS with situational awareness data generated through interoperable networks of electronic data systems. (Capability 6, Information Sharing)

10) Fiscal and Programmatic Systems

Contractors will have in place fiscal and programmatic systems to document accountability and improvement.

11) One Annual Preparedness Exercise

One Annual Preparedness Exercise – due April 1, 2014

Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards.

Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting but, no later than 90 days prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

The exercise can be a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. See the DSHS Exercise Program Guidance document for detailed exercise requirements.

Activities for Section II, Annual Requirements

Local health departments have the flexibility to determine capability prioritization and jurisdiction-specific activities for annual requirements.

Deliverables for Section II, Annual Requirements 1 through 11

Progress reports, program data, plans, and financial data from local health departments are deliverables for annual requirements 1 through 11. DSHS will provide templates for reports that are consistent with information requests from CDC in order to meet reporting requirements within a timeframe necessary to complete consolidation of statewide reporting to CDC.

Deliverable 1 for Section II, Annual Requirement 3
(Exercise Planning and Implementation)

Contractors must submit a current Multi-Year Training & Exercise Plan (with 5-year exercise schedule) to DSHS by July 31, 2013.

Deliverable 1 for Section II, Annual Requirement 12
(One Annual Preparedness Exercise)

Submit a Notification of Exercise to DSHS following the Concept & Objectives meeting (HSEEP) or as soon as possible but no later than 90 days prior to the conduct of the exercise.

Deliverable 2 for Section II, Annual Requirement 12
(One Annual Preparedness Exercise)

Submit an HSEEP-compliant After Action Review/Improvement Plan to DSHS within 60 days of the exercise.

III. CDC-Defined Performance Measures

Performance measures are key tools to determine program effectiveness and may focus on any level of public health service delivery including local health departments, public health laboratories, healthcare coalitions, and healthcare organizations. DSHS with consultation from the CDC has determined the benefit of Contractors reporting on these capability-based performance measures. While Contractors may not have to report on all performance measures every year, Contractors will be required to collect and report select performance measure data for Budget Period 2 (2013 to 2014) based on guidance to be provided by the Centers for Disease Control and Prevention (CDC) at a later date.

CDC's PHEP Budget Period 1 Performance Measure Specifications and Implementation Guidance is available at: http://www.cdc.gov/phpr/documents/PHEP+BP1+PM+Specifications+and+Implementation+Guidance_v1_1.pdf.

IV. Evidence-based Benchmarks and Pandemic Influenza Plans (PAHPA Benchmarks)

CDC identifies select program requirements as benchmarks as mandated by Section 319C-1 and 319C-2 of the PHS Act as amended by the Pandemic and All Hazards Preparedness Act (PAHPA). To substantially meet a benchmark, Contractors must provide complete and accurate information describing how the benchmark was met. DSHS and the CDC expect Contractors to achieve, maintain, and report on benchmarks throughout the five-year project period. CDC and DSHS reserve the right to modify benchmarks annually as needed and in accordance with CDC goals, objectives, and directives. Contractors shall maintain all documentation that substantiates achievement of benchmarks and make those documents available to DSHS staff as requested during site visits or through other requests.

DSHS has identified the following CDC benchmarks for BP 2.

1. Adherence to PHEP Reporting Deadlines

Deliverable 1 – Contractors will prepare and submit a PHEP Budget Period 2 mid-year progress report to DSHS using a template provided by DSHS that captures reporting information and data required by CDC. The report is due to DSHS December 20, 2013. More information on the report is found in the Work Plan Table attachment.

2. Receiving, Staging, Storing, Distributing, and Dispensing Medical Countermeasures:

As part of a response to public health emergencies, Contractor must be able to provide countermeasures to 100% of the identified population within 48 hours after the formal federal request. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health emergency.

a. Complete self-assessments using the Technical Assistance Review (TAR) tool due 2 weeks before the documentation review with Central Office. The benchmark score is a 69.

b. Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans to the exercise team. Both are due no later than April 1, 2014.

c. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by loading POD standards document to SharePoint no later than April 1, 2014.

d. Contractors within the three designated CRI/MSA Planning Areas must conduct one joint full-scale distribution/dispensing exercise that includes all pertinent jurisdictional leadership and emergency management support function leads, planning and operational staff, and all applicable personnel in the Metropolitan Statistical Area or Health Service Region within the 2011 to 2016 performance period.

Through these activities, contractors will meet the performance measures noted in Section II: Statement of Work Performance Measures of the Program Attachment associated with medical countermeasures.

Appendix 1

Definitions for the Public Health Capability Model

The Capability Definition defines the capability as it applies to state, local, tribal, and territorial public health.

The Function describes the critical elements that need to occur to achieve the capability.

The Performance Measure(s) section lists the CDC-defined performance measures, if any, associated with a function.

The Tasks section describes the steps that need to occur to complete the functions.

The Resource Elements section lists resources, including priority items and other considerations, needed to build and maintain the ability to perform the function and its associated tasks. These resource elements are organized as follows:

1) Planning: standard operating procedures or emergency operations guidance, including considerations for legal authorities and at-risk populations, for a Contractor's plans for delivering the capability.

2) Skills and Training: baseline competencies and skills personnel and teams should possess or have access to when delivering a capability.

3) Equipment and Technology: equipment Contractors should have or have access to in jurisdictionally defined quantities sufficient to achieve the capability.

4) Note: Certain resource elements have been identified as priority resource elements. Contractors may not require all resource elements to fully achieve all of the functions within a capability, but they must have or have access to the priority resource elements. Remaining resource elements are recommended for consideration by Contractors.

Appendix 2

The public health preparedness capabilities are listed below in their corresponding domains. These domains are intended to convey the significant dependencies between certain capabilities:

Biosurveillance

- Public Health Laboratory Testing
- Public Health Surveillance/Epidemiological Investigation

Community Resilience

- Community Preparedness
- Community Recovery

Countermeasures and Mitigation

- Medical Countermeasure Dispensing
- Medical Material Management and Distribution
- Non-pharmaceutical Interventions
- Responder Safety and Health

Incident Management

- Emergency Operations Coordination

Information Management

- Emergency Public Information and Warning
- Information Sharing

Surge Management

- Fatality Management
- Mass Care
- Medical Surge
- Volunteer Management



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/13

TO: City Council / City Manager

FROM: Tina Jauz / Community Services Director

SUBJECT: Consider a resolution authorizing the acceptance of \$150,358.00 in reimbursement funds from the Texas Department of State Health Services to assist the Health and Senior Services Division with the delivery of Immunization Services.

Purpose:

Consider a resolution authorizing the acceptance of \$150,358.00 in reimbursement funds from the Texas Department of State Health Services Document No. 2014-001273-00 to assist the Health and Senior Services Division with the delivery of Immunization Services.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$150,358.00 from the Texas Department of State Health Services to reimburse the operating budget of the Health & Senior Services Division.

Discussion:

Midland Health Senior Services receive annual reimbursement from the Texas Department of State Health Services to help with Immunization Services.

The \$150,358.00 will be used to reimburse expenses associated with personnel, training, and travel.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF \$150,358.00 TO ASSIST THE HEALTH AND SENIOR SERVICE DIVISION WITH THE DELIVERY OF IMMUNIZATIONS; AND AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS

WHEREAS, the City of Midland Health & Senior Services Division will be awarded \$150,358.00 in reimbursement funds from the Texas Department of State Health Services Document Number 2014-001273-00 to assist the Health & Senior Service Division with the delivery of immunizations; and

WHEREAS, the City Council finds it to be in the public interest to accept \$150,358.00 in reimbursement funds from the Texas Department of State Health Services Document Number 2014-001273-00 to assist the Health & Senior Service Division with the delivery of immunizations;

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

SECTION ONE. That the City of Midland Health and Senior Services Division is authorized to receive \$150,358.00 in reimbursement funds from the Texas Department of State Health Services to assist the Health & Senior Service Division with the delivery of immunizations.

SECTION TWO. That the City Manager is hereby authorized and directed to execute all documents necessary to accept said funds from the Texas Department of State Health Services to assist the Health & Senior Service Division with the delivery of immunizations and that said funds are directed to be deposited into the General Fund of the City of Midland.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Tina Jauz, Director of Community Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001273-00



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Midland Health & Senior Services (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$150,358.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: IMM/LOCALS Immunization Branch-Locals

7. Statement of Work:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) which includes a signed Deputization Addendum to TVFC Provider Enrollment Form (E6-102), by the effective date of this Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

- Contractor will use the current vaccine management system as described in the TVFC Operations Manual.
- Contractor shall notify providers of changes to vaccine management reporting, and present updates and training to providers, as requested by DSHS.
- Contractor shall plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/> or 1-800-822-7967).

Contractor shall inform and educate the public about vaccines, and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments.

Contractor shall conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor's jurisdiction.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B; and Senate Bill 346.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at <http://www.dshs.state.tx.us/qmb/default.shtm#public>).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each quarterly reporting period (September 01, 2013, December 01, 2013, March 01, 2014, June 01, 2014.).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

Contractor shall review monthly grant funding expenditures and salary savings from any grant-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2014.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a monthly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Performance Measures:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract.

Contractor shall:

- Investigate and document, in accordance with DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines (located at <http://www.dshs.state.tx.us/idcu/investigation/conditions/>) and NBS Data Entry Guidelines, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.
- Complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.

- Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the HSR Immunization Program Manager to avoid vaccine waste.
- Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.
- Contact 100% or 300 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.
- Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via high schools, colleges and universities, Junior Reserve Officer Training Corps (JROTC) and military recruitment centers to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements
- Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.
- Report outreach done, and collaborative efforts made, with the American Indian tribes in the LHD's jurisdiction.
- Review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.
- Complete 100% of child-care facility and Head Start center assessments, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.
- Complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.
- Report number of doses administered to underinsured children monthly, as directed by DSHS.
- Report the number of unduplicated underinsured clients served, as directed by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the Immunization Quality Assurance Tool Resource Manual, (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

Programmatic Reporting Submission Requirements:

Contractor is required to complete and submit a LHD ILA Quarterly Report form, utilizing the format provided by the DSHS Program and available at: <http://www.dshs.state.tx.us/immunize/providers.shtm>

Contractors LHD ILA Quarterly Reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us.

See Programmatic Reporting Requirements section for required reports.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmeps/>. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Midland County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00022

DCPS "GOLIVE" IMMUNIZATION LOCALS
PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.268, 93.268, 93.268, 93.268, 93.268, 93.268, STATE

14. DUNS Number:

073186579

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
LHD ILA Quarterly Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
LHD ILA Quarterly Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
LHD ILA Quarterly Report	Quarterly	03/01/2014	05/30/2014	06/30/2014
LHD ILA Quarterly Report	Quarterly	06/01/2014	08/31/2014	09/30/2014

16. Special Provisions

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts, as pre-approved in writing by DSHS. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provision, ARTICLE III. FUNDING, Section 3.03 Use of Funds Section, is revised to include:

- Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.
- Travel expenses shall be reimbursed according to Contractor's written travel policy, as submitted and approved with Contractor's FY2014 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel expenses shall be reimbursed according to current State of Texas Travel Policy at <http://online.dshs.state.tx.us/traveloffice.aspx>

For immunization activities performed under this Program Attachment, General Provisions, ARTICLE XII. General Business Operations of Contractor, Section 12.06 Overtime Compensation, is replaced with the following paragraphs:

- Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.
- Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.
- Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.
- All revenues directly generated by this Program Attachment or earned as a result of this Program Attachment during the term of this Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, ARTICLE XIII. GENERAL TERMS, Section 13.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2014-001273-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Midland Health Department
Vendor Identification Number: 17560006086 016

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services

By: Janna Zumbrun
Signature of Authorized Official
09/10/2013
Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

Midland Health & Senior Services

By: Celestino Garcia
Signature of Authorized Official
08/28/2013
Date

Celestino Garcia Health and Senior Services
Administrator

Name and Title
PO Box 4905
Address
Midland Texas 79704
City, State, Zip
(432) 681-7645

Telephone Number

cgarcia@midlandtexas.gov

E-mail Address

EXHIBIT A

Organization Name: Midland Health & Senior Services

Contract Number: 2014-001273-00

Contract Term: 9/1/2013 - 8/31/2014

Program ID: IMM/LOCALS

Program Name: Immunization Branch-
Locals

UNIT A

Program Stewardship and Accountability

Contractor General Requirement Unit A-1:

Implement a comprehensive immunization program. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Adhere to Standards for Child and Adolescent Immunization Practices and Standards for Adult Immunization Practices found at: <http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf> and <http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf>.
- Maintain current policies in compliance with the DSHS Immunization Contractors Guide for Local Health Departments and have them available to Contractor's staff.
- Lapse no more than 5% of total funded amount of the contract.
 - o Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
 - o Account for and use Program Income appropriately throughout the contract term.
 - o Maintain staffing levels to meet required activities of the contract and to ensure that all funds in the personnel category are expended.
- Submit required Quarterly Local Health Department (LHD) Inter-Local Agreement (ILA) Reports to DSHS Immunization Contracts at dshsimmunizationcontracts@dshs.state.tx.us by Close of Business (COB) on December 30, 2013, March 31, 2014, June 30, 2014, and September 30, 2014 or the next business day if the date falls on a weekend or holiday.
- Submit Corrective Action Plan (CAP) letter to DSHS Contract Management Unit (CMU) within fifteen (15) business days after On-Site Evaluation if findings are not resolved at time of site visit to the satisfaction of the HSR Immunization Program Manager and DSHS Immunization Branch Contracts staff.

Contractor General Requirement Unit A-2:

Complete site visit follow-up assigned by DSHS Austin or Health Service Region staff within prescribed timeframes outlined in the TVFC Operations Manual. Activities under the requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Conduct site visit follow-up and submit results following the process described and within deadlines established in the TVFC Operations Manual.
- Conduct site visits in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

Contractor General Requirement Unit A-3:

Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:

- Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics.
- Ensure that all expired, spoiled/wasted vaccines is appropriately identified and entered into the Electronic Vaccine Inventory (EVI) system.
- Maintain storage and handling policies and procedures according to the TVFC Operations Manual. (<http://www.dshs.state.tx.us/immunize/tvfc/tvfc.manual.shtm>)
- Ensure that appropriate Vaccine Management plan is in place at each clinic location and that it includes an updated

Emergency Contingency Plan.

- Ensure that overstocked vaccines or those vaccines nearing expiration are shipped to alternate providers as directed by the Health Service Region (HSR) Immunization Program managers, for timely use to avoid vaccine waste.

Contractor General Requirement A-4:

Implement a plan to assure that Section 317 vaccine is not provided inadvertently to fully privately insured individuals, including children covered by S-CHIP.

Establish and maintain protocols for screening individuals for eligibility and insurance coverage before administering Section 317 funded vaccines. Contractors may use Patient Eligibility Screening Form (C-10) or electronically store this information.

Any child who upon screening meets one of the eligibility criteria listed below and who is 18 years of age or younger qualifies for TVFC vaccine:

- a. Enrolled in Medicaid, or
- b. Enrolled in CHIP and the provider bills CHIP for the services, or
- c. Is an American Indian, or
- d. Is an Alaskan Native, or
- e. Does not have health insurance, or
- f. Is underinsured: has commercial (private) health insurance but coverage does not include vaccines; a child whose insurance covers only selected vaccines (TVFC eligible for non-covered vaccines only); or a child whose insurance caps vaccine coverage at a certain amount. Once that coverage amount is reached, the child is categorized as underinsured.

UNIT B

Assessing Program Performance

Contractor General Requirement Unit B-1:

Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness, including distribution of DSHS-provided materials. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable diseases, staying on the ACIP Recommended Immunization Schedule(s), and the importance of not missing any vaccines.
- Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, health-care providers, and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated, vaccine recommendations, and the location of community vaccination clinics.
- Conduct at least one monthly immunization education activity specifically directed to one of the target groups.
- Conduct at least twelve (12) outreach activities during the contract period in accordance with Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095, to each of the following audiences: 1.) high school students and their parents, 2.) universities/colleges, and 3.) Junior Reserve Officer Training Corps. (JROTC)/Military Recruitment Centers and report results on the Quarterly Report. If a JROTC or Military Recruitment Center is not available within the jurisdiction of the LHD, outreach activities may be focused on the other two groups mentioned above.
- Document the activity with the number and type of participants and evaluate activity by obtaining feedback from participants.
- Use national immunization observances as opportunities to conduct specific education and promotional activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).
- Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and

services in a courteous and friendly manner on a timely basis.

- Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
- Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers.
- Promote www.ImmunizeTexas.com, the Immunization Branch's website; The Upshot, electronic newsletter; and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
- Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
- Provide information to clients, families, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and the importance of maintaining a complete immunization history in ImmTrac.
- Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
- Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
- Inform and highly recommend to the medical community and local providers within the Contractor's' jurisdiction on the annual CDC Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC) training.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Identify providers, hospitals, schools, child-care facilities, social service agencies, and community groups involved in promoting immunizations and reducing vaccine-preventable diseases.
- List and maintain contact information of group members and collaborations and identify the best practices they are promoting.
- Maintain written agreements and updates of group members and collaborations.
- Document communications, group meetings, and planning of activities that promote the Best Practices identified in contract agreement. Documents are to be accessible during site visits.
- Report new group members on the Quarterly Report.

Contractor General Requirement Unit B-2:

When assigned by DSHS, complete 100% of child-care facility and Head Start center assessments and child-care audits. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

When assigned by DSHS, complete 100% of public and private school assessments, retrospective surveys, and validation surveys. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

Activities:

- Complete and report 100% of required audits/assessments as assigned by the Immunization Branch, DSHS. These will include:
 - o Texas Child-Care Immunization Assessment
 - o Child-Care Audit
 - o Annual Report of Immunization Status (school self-assessments)
 - o School Audit
 - o Texas School Immunization Validation Survey
 - o Texas County Retrospective Immunization School Survey (TCRISS)
- Assigned surveys/assessments must be completed utilizing the instructions in DSHS Immunization Contractors Guide for Local Health Departments and the Population Assessment Manual.
- For completed audits/assessments, monitor vaccination and exemptions per respective areas.
- Based upon survey/audit findings as completed, analyze, provide feedback, and monitor vaccination trends for public school districts, private schools, licensed child-care facilities, and registered family homes to increase vaccination coverage using audit/assessment data. Identify trends and areas of need for local health department

jurisdictions and coordinate interventions.

- Collaborate with school/child-care facilities and registered family homes to afford needed improvements. Report these results/findings to the Assessment, Compliance and Evaluation Group, Immunization Branch, DSHS.

Contractor General Requirement B-3:

Work with VFC providers on quality improvement processes to increase coverage levels and decrease missed opportunities using AFIX components, as appropriate, and move toward use of IIS as primary source of data for provider coverage level assessment by the end of project period.

- Conduct site visits using AFIX (CoCASA) in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

Contractor General Requirement B-4:

Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with DSHS Texas Vaccine-Preventable Disease (VPD) Surveillance Guidelines (http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/) and National Electronic Disease Surveillance System (NEDSS). Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Adhere to the DSHS VPD Surveillance Guidelines, NEDSS Data Entry Guidelines, and Epi-Case Criteria Guide (<https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Epi%20Case%20Criteria%20Guide%202012.pdf>) in conducting this General Requirement and the associated activities.
- Complete all data entry into NEDSS Base System (NBS) following the NBS data Entry Guidelines. (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Data_Entry_Guidelines_2007.pdf).
- Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history should be assessed through ImmTrac, provider offices, school records, or patient records.
- Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) sent from DSHS through NBS and Health Alert Network (HAN).
- Provide feedback on any unmet performance measures during each Quarterly Report review.
- All new VPD surveillance staff will attend Introduction to NBS training and complete the certification process in order to gain access to the NBS system.
- Submit case and/or death notifications to CDC.
- Designate staff to coordinate VAERS and Vaccine Safety Activities.
- Encourage providers to report possible vaccine adverse reactions to CDC on a timely basis through <http://vaers.hhs.gov/index>

Contractor General Requirement Unit B-4:

Educate, inform, and train the medical community and local providers within Contractor's jurisdiction on immunization activities listed below. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Provide training on TVFC requirements and updates (as described in the TVFC Operations Manual) to TVFC providers annually at a minimum.
- Ensure that the TVFC providers have the most up-to-date, DSHS-produced immunization information in their offices.
- Provide training, information, and technical assistance to promote the effective use of ImmTrac by private providers (which includes education regarding the benefits of ImmTrac participation).
- Educate private providers about the ImmTrac enrollment process and the statutory requirement to report immunizations.
- As directed by DSHS identify first responders and their immediate family in the community and inform them of the opportunity to be included in ImmTrac.
- Conduct educational training for hospital and health-care providers within the Contractor's jurisdiction, to increase mandatory screening and reporting of HBsAg-positive women.
- Provide training on the prevention of Perinatal Hepatitis B to providers within the Contractor's jurisdiction.

- Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements.
- Educate and update providers on the most current Advisory Committee on Immunization Practices (ACIP) recommendations for all age groups, as well as on applicable regulatory vaccination requirements.
- Provide training relating to Standards for Child and Adolescent Immunization Practices (<http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html>) and Standards for Adult Immunization Practices (<http://www.cdc.gov/vaccines/schedules/hcp/adult.html>) to all immunization providers within Contractor's jurisdiction.
- Inform all private providers on the federal requirement that the most current Vaccine Information Statements (VIS) must be distributed to patients (<http://www.cdc.gov/vaccines/pubs/vis/default.htm>).
- Promote a health-care workforce that is knowledgeable about vaccines, vaccine recommendations, vaccine safety, vaccine-preventable diseases, and the delivery of immunization services.
- Educate health-care workers on the need to be vaccinated themselves.
- Provide information to community health-care employers (hospitals, clinics, doctor's offices, long-term care facilities) about the importance of vaccination of health-care workers.
- Educate private providers to send NIS surveys to the Contractor for research prior to returning the survey to CDC, if applicable.
- Coordinate educational and other activities with local WIC programs to assure that children participating in WIC are screened and referred to their "medical home" for vaccination using a documented immunization history in accordance with the Standards for Child and Adolescent Immunization Practices (<http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html>).
- Offer educational opportunities to all WIC programs in the service area, including information about on-line and satellite-broadcast continuing education opportunities from the Centers for Disease Control and Prevention (CDC) Continuing Education web site (<http://www.cdc.gov/vaccines/ed/default.htm>).

UNIT C

Assuring Access to Vaccines

Contractor General Requirement Unit C-1:

Engage American Indian tribal governments, tribal organizations representing those governments, tribal epidemiology centers of Alaskan Native Villages and Corporations located within contracted local health department boundaries in immunization activities. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Perform education, training, outreach activities and provide technical assistance for American Indian tribal governments, tribal organizations representing those governments, tribal epidemiology centers of Alaskan Native Villages and Corporations.
- Report on education, training, outreach activities or collaborative efforts and outcomes of those activities on each Quarterly Report.

2014 General Requirement Unit C-2:

Enroll and sustain a network of VFC and other providers to administer federally funded vaccines to program-eligible populations according to CDC/ACIP and NVAC standards.

Conduct recruitment to increase the number of ImmTrac providers, TVFC providers, and Perinatal Hep B Providers. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Conduct recruitment activities as defined in the TVFC Operations Manual with providers on the DSHS-supplied provider recruitment list.
- Target adolescent health-care providers for recruitment and emphasize adolescent vaccine requirements and recommendations
- Ensure that all ACIP recommended vaccines are routinely available to TVFC patients and that Adult Safety Net vaccines are available to eligible adult patients.
- Recommend the simultaneous administration of all needed vaccines for the patient.
- Follow only medically supportable contraindications to vaccination.
- Verbally educate patients and parents/guardians about the benefits and risks of vaccination and distribute DSHS

educational materials as applicable as part of this conversation.

- Discuss, and attempt to schedule, the next immunization visit at each client encounter.
- Explain the benefits of a “medical home” and assist the parent/guardian in obtaining or identifying the child’s medical home.
- Use a Reminder/Recall system (manual, TWICES, ImmTrac, or other system).
- Establish “standing orders” for vaccination in Contractor’s clinics, consistent with legal requirements for standing orders (including, but not limited to, those found in the Texas Medical Practice Act).
- Implement an employee immunization policy according to CDC recommendations in Contractor’s clinics.

Contractor General Requirement Unit C-4:

Assure compliance with HHS Deputization Guidance. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Annually sign Deputization Addendum to Texas Vaccines for Children Program (TVFC) Provider Enrollment Form (E6-102), and provide immunization services to underinsured children.
- Report number of doses administered to underinsured children monthly as directed by DSHS.
- Report number of unduplicated underinsured clients served as directed by DSHS.

Contractor General Requirement Unit C-5:

Work with partners, as appropriate, to assure coordination of the following activities in order to prevent perinatal hepatitis b transmission.

- a.) Identification of HBsAg-positive pregnant women.
- b.) Newborn prophylaxis with hepatitis b vaccine and HBIG.
- c.) Timely completion of doses two and three.
- d.) Post-vaccination serology.

Ensure all pregnant women are screened for hepatitis B surface antigen (HBsAg) and that all HBsAg-positive pregnant women are reported to DSHS. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Develop a surveillance system that includes prenatal care providers, obstetrical care providers, family practitioners, and labor and delivery facilities to assure all HBsAg-positive pregnant women are reported to DSHS within one week of diagnosis.
- Educate prenatal care providers to ensure they screen pregnant women for HBsAg status during each pregnancy; implement procedures for documenting HBsAg screening results in prenatal care records, and forward original laboratory results to the delivery facility.
- Educate delivery hospitals to ensure they verify prenatal HBsAg test results of pregnant women on admission for delivery and test for HBsAg at delivery.
- Local health departments who report over five (5) cases per year, should perform and report at least 2 trainings per quarterly reporting period (or at least 8 trainings per year) to delivery hospitals, especially delivery hospitals who have not reported any HBs-Ag positive test result for women who have delivered at their facility during the quarterly reporting period.
- Ensure that all educational trainings are evaluated by participants (providers, hospital nursery staff, laboratorians, Obstetricians/Gynecologists and delivery staff and physicians, pediatricians, nursing staff, etc.) by rating the effectiveness of the presenter as it relates to: describing the Perinatal HBV Prevention Program objectives; helping to identify at least one new skill that can be implemented in the workplace; and gathering topics for future events.
- Submit a quarterly report for educational trainings conducted. This report needs to include: number of participants, titles of participants, name of facility and training evaluations results. The reports should be submitted to the Perinatal HBV Prevention Program Coordinator.

Ensure that all infants born to HBsAg-positive women and women whose HBsAg status is unknown will receive the first dose of the hepatitis B vaccine and hepatitis B immune globulin (HBIG) within 12 hours of birth. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Assure all labor and delivery facilities develop standing orders and policies to administer the first dose of the

hepatitis B vaccine and HBIG to at-risk infants within 12 hours of birth.

- Identify labor and delivery facilities that do not have standing orders and/or policies and educate providers to establish standing orders and policies to administer to at-risk infants the first dose of the hepatitis B vaccine and HBIG within 12 hours of birth.
- Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or the hepatitis B immune globulin and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and hepatitis B immune globulin within 12 hours of birth.
- Report to DSHS all infants born to HBsAg (+) women within fifteen (15) calendar days of the event.

Ensure that 100% of the number of identified infants born to HBsAg-positive women will complete the hepatitis B vaccine series and post-vaccination serology testing (PVST). Staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Administer or obtain from the provider or ImmTrac the complete hepatitis B vaccine series. Infants shall complete the hepatitis B vaccine series by 6 – 8 months of age if the infant receives a single antigen or Pediarix vaccine and by 15 months of age if the infant receives the Comvax series.
- Perform PVS testing or obtain from the provider or ImmTrac the PVS testing results to determine immunity against hepatitis B. Post vaccine serology testing shall be done by 9 – 15 months of age if the infant received a single antigen or Pediarix vaccine and by 18 months of age if the infant received the Comvax vaccine series.

Contractor General Requirement C-5

All household and sexual partners of reported HBsAg (+) mothers shall be referred for serologic testing to determine susceptibility status in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Ensure all household contacts two (2) years of age or older are case managed as appropriate to ensure the infant completes the HBV vaccine series and receives post-vaccination serology testing (PVST).

UNIT D

Immunization Information Technology Infrastructure-Assure that the immunization information technology infrastructure supports program goals and objectives.

Contractor General Requirement Unit D-1:

Promote provider site participation and assure immunization record completeness, timeliness, accuracy, efficiency, and data use to support immunization program goals and objectives.

Effectively utilize ImmTrac (the DSHS on-line immunization registry) in Contractor's clinics.

Work in good faith, and as specified herein, to increase the number of children less than six (6) years of age who participate in ImmTrac.

Work in good faith and as specified herein, to ensure ImmTrac registered private providers use ImmTrac effectively as defined in the DSHS Immunization Contractors Guide for Local Health Departments.

Activities under the requirements above shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments

Activities:

- Recruit new private provider sites for ImmTrac.
- Search for the client's immunization history at every client encounter.
- Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at: <http://www.cdc.gov/vaccines/schedules/index.html>.
- Report to ImmTrac all immunizations administered to children (younger than 18 years of age) and consented adults in Contractor's clinics, either directly into ImmTrac on-line or through TWICES.
- Update demographic information as needed.
- Follow recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions

found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.

- Implement changes to the consent process as directed by DSHS.
- Offer updated Immunization History Report to the client or client's parent or guardian at every client encounter.
- At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in ImmTrac
- Verbally and with DSHS produced literature, inform parents presenting at Contractor's clinics about ImmTrac and the benefits of inclusion in ImmTrac.
- Provide orientation to all ImmTrac providers at least once a year and maintain documentation of all technical assistance provided (e.g., telephone logs).
- Explain and demonstrate the effective use of ImmTrac according to the instructions located in the DSHS Immunization Contractors Guide for Local Health Departments.
- Explain guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Conduct follow-up with registered ImmTrac providers who are inactive or not using ImmTrac effectively.
- Train Contractor's staff on ImmTrac data entry and quality standards.
- Update all demographic information, including address and telephone number, at every client encounter.
- Conduct outreach (including, but not limited to, the specific outreach described in the DSHS Immunization Contractors Guide for Local Health Departments) to families of children 19 to 35 months of age who are not up-to-date on their immunizations according to ImmTrac; locate additional immunization histories; and enter history data into ImmTrac.
- Collaborate with prenatal health-care providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about ImmTrac and the benefits of participation. Includes the dissemination of DSHS educational materials as appropriate.
- Identify and contact families of children for whom ImmTrac consent has been granted but who do not have complete immunization records in ImmTrac.
- Identify all providers who administer vaccine in awardee's jurisdiction, including both pediatric and adult immunization providers.
- Collaborate with partners and develop a provider recruitment strategy to include complementary vaccinators, such as pharmacists and school-located vaccination clinics.
- Encourage IIS participation among VFC providers.

Contractors General Requirement Unit D-2:

Incorporate dose-level accountability into IIS functionality so that information can be received and stored (Dose-level accountability includes assigned a provider-determined program eligibility category for a patient to each administered dose of vaccine).

- Conduct education and monitoring of providers to improve eligibility tracking and reporting.

Contractors General Requirement Unit D-3:

Assure provider participation in vaccine ordering and inventory management using either VTrckS Direct or ExIS (which could be IIS or other external system) that communicates with VTrckS using the CDC-compliant interface.

- Educate providers regarding awardee vaccine ordering policies, including CDC's inventory-on-hand requirement and other awardee-supporting documentation requirements for vaccine orders.
- Develop and implement a plan for transitioning providers to electronic submission of inventory and orders using VTrckS or awardee's ExIS.
- Monitor progress of the implementation of this transition plan.
- If using VTrckS Direct, ensure providers that will be using VTrckS for order entry acquire SAMS credentials for access.
- Train providers to use VTrckS or awardee ExIS for inventory and order entry.
- Develop and implement a plan for ensuring that new providers have access to and training for entering orders and inventory using VTrckS or awardee's ExIS.

Assist all other TVFC providers in local jurisdiction with maintenance of appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:

- Evaluate maximum vaccine stock levels twice a year in all TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics. This activity will become part of the Electronic Vaccine Inventory

(EVI) system and local health departments will be advised if any assistance on this activity is needed.

- Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines. Review may be done from a paper report or on the EVI system.
- If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
- Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS.
- To avoid the appearance of impropriety, the LHD must not involve pharmaceutical manufacturer representative in provider choice trainings; or, the LHD must not take any other actions which appear to have a connection between activities sponsored under this contract and any other activities the LHD wishes to conduct on its own which would involve pharmaceutical manufacturer representatives giving presentations to providers.
- Offer provider updates, training, and information as changes to vaccine management occur.



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/13

TO: City Council / City Manager

FROM: Tina Jauz / Community Services Director

SUBJECT: Consider a resolution authorizing the acceptance of \$19,789.00 in reimbursement funds from the Texas Department of State Health Services to assist the Health and Senior Services Division with the delivery of Refugee Immunization Services

Purpose:

Consider a resolution authorizing the acceptance of \$19,789.00 in reimbursement funds from the Texas Department of State Health Services Document No. 2014-001299-00 to assist the Health and Senior Services Division with the delivery of Refugee Immunization Services.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$19,789.00 from the Texas Department of State Health Services to reimburse the operating budget of the Health and Senior Services Division.

Discussion:

Midland Health and Senior Services receive annual reimbursement from the Texas Department of State Health Services to help with Refugee Immunization Services.

The \$19,789.00 will be used to reimburse expenses associated with personnel, supplies, and contractual services.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF \$19,789.00 TO ASSIST THE HEALTH AND SENIOR SERVICE DIVISION WITH THE DELIVERY OF REFUGEE IMMUNIZATIONS SERVICES; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; AND APPROPRIATING FUNDS

WHEREAS, the City of Midland Health & Senior Services Division will be awarded \$19,789.00 in reimbursement funds from the Texas Department of State Health Services Document Number 2014-001299-00 to assist the Health & Senior Service Division with the delivery of refugee immunizations; and

WHEREAS, the City Council finds it to be in the public interest to accept \$19,789.00 in reimbursement funds from the Texas Department of State Health Services 2014-001299-00 to assist the Health & Senior Service Division with the delivery of refugee immunizations;

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

SECTION ONE. That the City of Midland Health and Senior Services Division is authorized to receive \$19,789.00 in reimbursement funds from the Texas Department of State Health Services.

SECTION TWO. That the City Manager is hereby authorized and directed to execute all documents necessary to accept said funds from the Texas Department of State Health Services to assist the Health & Senior Service Division with the delivery of refugee immunizations and that said funds are directed to be deposited into the General Fund of the City of Midland.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE": _____

Council members voting "NAY": _____

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Tina Jauz, Director of Community Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001299-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Midland Health & Senior Services (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$19,789.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: REFUGEE/IMM Refugee Immunizations

7. Statement of Work:

Contractor must perform the following activities under this Renewal Program Attachment:

1. Maintain capability to provide proper immunizations, and provide those immunizations as well as other associated services as described herein, to adult Refugee Health Program-eligible clients; and
2. Complete specified forms regarding the immunization history of Official Refugees, as described herein.

Immunizations which must be provided are listed here:

<http://www.cdc.gov/immigrantrefugeehealth/exams/ti/civil/vaccination-civil-technical-instructions.html#tbl1>

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described herein without waiving the enforceability of any of the other terms of the Renewal Program Attachment. Contractor shall maintain sufficient documentation to allow DSHS to evaluate Contractor's full compliance with these performance measures.

Programmatic Reporting Submission Requirements:

1. Submit monthly lists by the 10th of each month following the month of service of individuals served, utilizing the form provided by DSHS Refugee Health Program (RHP), listing Clinic Location; Date of Service; Full Name; Alien #; Date of Birth; Arrival Date in U.S.; Country of Origin; Re-located From What State; and check boxes for vaccinations given to adults only.
2. Submit these reports, either electronically to: refugee.reporting@dshs.state.tx.us, or by mail, to DSHS, Refugee Health Program, Mail Code 1939, P.O. Box 149347, Austin, Texas 78756-9347, with a copy to DSHS Contract Management Unit.

See Programmatic Reporting Requirements section for required reports.

In accordance with the General Provisions, Reports Article, failure to submit reports shall constitute a breach of contract.

Eligible recipients of these vaccination services are Official Refugees, Amerasian- Immigrants, entrants and parolees from Cuba and Haiti, asylees, U.S. Department of Health and Human Services Office of Refugee Resettlement (ORR)-certified victims of severe forms of trafficking, certain Iraqis and Afghanis granted special immigrant status by the United States Citizenship and Immigration Services (SIVs), and other populations, as designated by ORR. This Renewal Program Attachment covers vaccinations to eligible adults (vaccinations for children are handled under the Vaccines for Children Program, outside of the scope of this Renewal Program Attachment).

Contractor must complete the required Vaccination Record section of the United States Citizen and Immigration Services (USCIS) form I-693 (see

<http://www.uscis.gov/portal/site/uscis/menuitem.5af9bb95919f35e66f614176543f6d1a/?>

[vgnextoid=eb1f3591ec04d010VgnVCM10000048f3d6a1RCRD&vgnnextchannel=db029c7755cb9010VgnVCM10000045f3d6a1RCRD](#)) and the Report of Medical Examination and Vaccination Record.

Contractor must complete Part Three – Civil Surgeon's Certification, for Official Refugees (only) seeking to adjust their status to permanent lawful resident, as described in 2009 technical Instructions for Vaccination

for Civil Surgeons:

<http://www.cdc.gov/immigrantrefugeehealth/exams/ti/civil/vaccination-civil-technical-instructions.html>.

Services provided under this Renewal Program Attachment shall be conducted in a manner that takes into account the ethnic and cultural origins of the recipient of the services, and shall utilize the support of an appropriately-trained interpreter if the client does not speak English well.

Refugee Medical Assistance (RMA) funds (DSHS Fund 350) provided to Contractor under this Renewal Program Attachment are intended to support and defray actual vaccine costs for adult Refugee Program-eligible clients.

Other specifically designated funds (DSHS Fund 108) may be used for other contract-related activities such as program staff/personnel costs, supplies, and necessary interpreter support.

Funding to Contractor can only be used to support contracted activities. Funds used outside of this scope are considered supplanting. If supplanting is identified, DSHS reserves the right to decrease funding and avail itself of any other remedies available by law.

Contractor must, using due diligence, first attempt to recover all costs of assessments and treatments performed under this contract from Medicaid, Early Periodic Screening, Diagnosis and Treatment (EPSDT), and/or the State Child Health Insurance Program(s) (SCHIP) whenever possible (all official Refugees are eligible for Medicaid upon arrival in the US). Maximum use of other public health program resources (funds for immunizations, etc.) should be used to the extent that they are available for use for these patients.

Contractor shall maintain thorough and complete financial records that identify the source and application of funds provided, and shall make those records immediately available to DSHS upon request.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below those projected in Contractor's total amount for this Renewal Program Attachment, Contractor's budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmeps/>. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Midland County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00026

DCPS GOLIVE Refugee Immunizations

11. Renewals:

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.576

14. DUNS Number:

073186579

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Monthly Report	Monthly	09/01/2013	09/30/2013	10/10/2013
Monthly Report	Monthly	10/01/2013	10/31/2013	11/11/2013
Monthly Report	Monthly	11/01/2013	11/30/2013	12/10/2013
Monthly Report	Monthly	12/01/2013	12/31/2013	01/10/2014
Monthly Report	Monthly	01/01/2014	01/31/2014	02/10/2014
Monthly Report	Monthly	02/01/2014	02/28/2014	03/10/2014
Monthly Report	Monthly	03/01/2014	03/31/2014	04/10/2014
Monthly Report	Monthly	04/01/2014	04/30/2014	05/12/2014
Monthly Report	Monthly	05/01/2014	05/31/2014	06/10/2014
Monthly Report	Monthly	06/01/2014	06/30/2014	07/10/2014
Monthly Report	Monthly	07/01/2014	07/31/2014	08/11/2014
Monthly Report	Monthly	08/01/2014	08/31/2014	09/10/2014

16. Special Provisions

General Provisions, Article XIII. General Terms, Section 13.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2014-001299-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
- d. Declarations Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Midland Health Department
Vendor Identification Number: 17560006086 016

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services

By: Janna Zumbrun
Signature of Authorized Official
09/18/2013
Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

Midland Health & Senior Services

By: Celestino Garcia
Signature of Authorized Official
08/28/2013
Date

Celestino Garcia Health and Senior Services
Administrator

Name and Title
PO Box 4905
Address
Midland Texas 79704
City, State, Zip
(432) 681-7645

Telephone Number

cgarcia@midlandtexas.gov
E-mail Address



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Tina Jauz / Community Services Director

SUBJECT: Consider a resolution authorizing the Parks & Recreation Endowment Committee to extend the hours of the Kick-Off Cook-Off from 12:00 a.m. through 6:00 a.m. on Sunday, October 20, 2013

Purpose:

Consider a resolution authorizing the Parks & Recreation Endowment Committee to extend the hours of the Kick-Off Cook-Off from 12:00 a.m. through 6:00 a.m. on Sunday, October 20, 2013.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

None.

Discussion:

The Parks & Recreation Endowment Committee is organizing a fundraising event to be held at the Scharbauer Sports Complex on October 19 & 20. The event begins on Saturday and includes a sanctioned cook-off and concert in the parking lot. The concert will take place from 9:00 p.m. - 11:00 p.m. on Saturday with the stage facing southeast. In order to compete, the participants will arrive Saturday and begin cooking. The participants will have self contained trailers/motor homes and remain overnight on the site with their cookers until Sunday. The judging of the cook-off will occur Sunday at noon. The event will conclude following a viewing of the Dallas Cowboys game at Grande Communications Stadium.

Approval of this resolution will allow the event to take place over the two days.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PARKS AND RECREATION ENDOWMENT COMMITTEE TO EXTEND THE HOURS OF THE KICK-OFF COOK-OFF FROM 12:00 A.M. THROUGH 6:00 A.M. ON SUNDAY, OCTOBER 20, 2013 AT THE SCHARBAUER SPORTS COMPLEX

WHEREAS, the Parks and Recreation Endowment Committee has requested to extend the hours of the Kick-Off Cook-Off, taking place on Saturday, October 19, 2013 until Sunday, October 20, 2013 at the Scharbauer Sports Complex from 12:00 a.m. through 6:00 a.m.; and

WHEREAS, the Kick-Off Cook-Off is a fund-raising event organized by the Parks and Recreation Endowment Committee; and

WHEREAS, the Council deems that the event serves a public purpose and that it is in the public interest to extend the hours of the Kick-Off Cook-Off, taking place on Saturday, October 19, 2013 until Sunday, October 20, 2013 at the Scharbauer Sports Complex from 12:00 a.m. through 6:00 a.m.;

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, on behalf of the City of Midland, extend the hours of the Kick-Off Cook-Off, taking place on Saturday, October 19, 2013 until Sunday, October 20, 2013 at the Scharbauer Sports Complex, from 12:00 a.m. through 6:00 a.m.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Tina Jauz, Community Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Ron Jenkins, Oil & Gas Compliance Coordinator

SUBJECT: Consider a resolution approving the issuance of a permit to Endeavor Energy Resources, L.P. (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Chaps #4) located 330 feet from the north line and 1,831 feet from the west line located in Section 9, Block X, H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the north side of the Passage Way, approximately 1,800 feet east of north of N. Midkiff Road-District 1)

Purpose:

To consider a resolution approving the issuance of a permit to Endeavor Energy Resources, L.P. (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Chaps #4) located 330 feet from the north line and 1,831 feet from the west line located in Section 9, Block X, H.P. Hilliard Survey, City and County of Midland, Texas. This is an opportunity for the Council to receive public comment. The required 30-day public comment has passed and the Council may consider this request. One letter of objection 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 of the application to include an additional letter for the notification, the addition of a scale to a map and correction of the language in the emergency action plan. Endeavor Energy Resources has addressed the recommendations and updated the application.

Attachments: Application; Location map; Exhibit - Drill site map, Exhibit – Flow Line Location.

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 330 FEET FROM THE NORTH LINE AND 1,831 FEET FROM THE WEST LINE, SECTION 9, BLOCK “X”, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF PASSAGE WAY, APPROXIMATELY 1,800 FEET EAST OF NORTH MIDKIFF ROAD); AND PROVIDING THAT SAID PERMIT DOES NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

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 August 27, 2013; 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 330 feet from the north line and 1,831 feet from the west line, Section 9, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas. Said permit is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

SECTION THREE. That said permit does not require a new road repair agreement but shall be consolidated under the existing road repair agreement between Operator and the City of Midland for Operator's wells located on the property described in Section Two hereof.

On motion of Council member _____, seconded by Council member

_____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on October 8, 2013, considered the application of Endeavor Energy Resources, L.P., dated July 1, 2013, 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 Endeavor Energy Resources, L.P., dated July 1, 2013, and filed with the Oil & Gas Compliance Officer and incorporated herein for all legal purposes.

The location of Endeavor Energy Resources, LP, Chaps # 4 oil and gas well shall be 330 feet from the north line and 1,831 feet from the west line, Section 9, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in that application of Endeavor Energy Resources, LP, which is incorporated herein. 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 "A" 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 "B", and incorporated into and made a part of this permit for all purposes.

This permit shall be effective from October 8, 2013, through October 8, 2014, 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.

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

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.

This permit does not require or mandate the drilling of a water well. This permit does not require or mandate the planting of any landscaping or tree or the irrigation of any trees.

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.

In addition to the requirements of the Midland City Code, Ordinance 8769, and the requirements of this permit, including the General and Specific Conditions incorporated herein, Endeavor Energy Resources, LP, shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Endeavor Energy Resources, LP, application for said well. Endeavor Energy Resources, LP, application for said well is incorporated herein by reference for all legal purposes.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of October, 2013.

CITY OF MIDLAND, TEXAS

BY: _____

W. Wesley Perry, Mayor

UNDERSTOOD AND AGREE THIS ____ day of October, 2013.

Endeavor Energy Resources, L.P.

By: _____

Michael A. Short

General Counsel, Vice President, Land

OIL AND GAS PERMIT: ORDINANCE 8769 GENERAL CONDITIONS- EXHIBIT "A"

(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.
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\$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.
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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: _____
Michael A. Short, Vice President, Land

Endeavor Energy Resources, L.P.
110 N. Marienfeld St., Ste 200
Midland, Texas 79701
(432)687-1575

OIL AND GAS WELL PERMIT: ORDINANCE 8769 SPECIFIC CONDITIONS-EXHIBIT "B"

(L)

Specific conditions of all Oil and Gas Well Permits; On-Site Requirements.

1.

Abandoned wells. All wells shall be abandoned in accordance with the rules of the Railroad Commission and pursuant to Subsection (O) of this Section.

2.

Automated audible alarm system. After completion, the appropriate system for flowing gas and/or flowing oil wells must be maintained to provide warnings for a substantial drop in pressure, or the release of any oil or gas, or a fire. Said audible alarm system must be approved by the Fire Marshal prior to installation of production equipment at the flowing gas and/or flowing oil well site.

3.

Blowout prevention. In all cases, ram-type and annular Blowout Preventers shall be used on all wells being drilled. In cases where Re-working is being performed on a Well, ram-type or annular Blowout Preventers shall be used. Protection shall be provided to prevent blowout during Drilling operations as required by and in conformance with the requirements of the Railroad Commission and the recommendations of the American Petroleum Institute. In addition to the Blowout Preventers stated above, all drilling must be equipped with flow lines and valves commensurate with the working pressures involved as required by the Railroad Commission each Blowout Preventer shall be a double-ram design with blinds and pipe. After surface casing has been set and cemented to surface, each Blowout Preventer shall be tested and witnessed by Operator's personnel and the results of such test shall be documented in the Operator's well file. Testing expenses shall be the responsibility of the Operator. The Operator shall provide a complete report of the well blowout prevention test to the City Manager within fifteen (15) days of the test.

4.

Casing. The surface portions of the Well shall be cased with cement circulated to the surface. All surface and intermediate casing must comply with all applicable rules of the Railroad Commission and the Texas Commission on Environmental Quality.

5.

Compliance. Operator shall comply at all times with all applicable federal, state and City requirements.

6.

Discharge. No person shall place, deposit, discharge, or cause or permit to be placed, deposited or discharged, any oil, naphtha, petroleum, asphalt, tar, hydrocarbon substances or any refuse including water or brine from any oil and gas operation or the contents of any container used in connection with any oil and gas operation in, into, or upon any Right-of-way, alleys, streets, lots, storm

drain, ditch or sewer, sanitary drain without permits from the appropriate City departments, or any body of water or onto any private property in the City.

7.

Drilling notice. The operator shall provide at least a forty eight (48)-hour notice to the City Manager prior to mobilizing the Drilling Equipment. In addition to notification to the City Manager, the operator shall provide a notice to the owners of at least forty eight (48) hours or more prior to mobilizing the drilling equipment through a publication in the Midland Reporter Telegram and a posting in the City Secretary's Office.

8.

Drill stem testing. No drill stem testing shall be allowed.

9.

Dust, vibration, odors. All drilling and production operations shall be conducted in such a manner as to minimize, so far as practicable, dust, vibration, or noxious odors, and shall be in accordance with the best accepted practices incident to drilling for the production of oil, gas and other hydrocarbon substances in urban areas. All equipment used shall be so constructed and operated so that, vibrations, dust, odor or other harmful or annoying substances or effect will be minimized by the operations carried on at any Drill Site or Operation Site or from anything incident thereto, to the injury or annoyance of persons living in the vicinity; nor shall the site or structures thereon be permitted to become dilapidated, unsightly or unsafe. Proven technological improvements in industry standards of drilling and production in this area shall be adopted as they become available if capable of reducing factors of dust, vibration and odor.

10.

Electric lines. All electric lines going under City roadways must be bored and encased pursuant to city standards. All electric lines to production facilities may be overhead service unless the surrounding neighborhood is developed with underground electric service. If the surrounding neighborhood is developed with underground electric service, then all electric lines to production facilities shall be buried underground.

11.

Electric motors. Only electric prime movers or motors shall be permitted for the purpose of pumping wells. No electric power shall be generated on location. All electrical installations and equipment shall conform to the City ordinances and the appropriate national codes.

12.

Emergency response plan. Prior to the commencement of any oil or gas production activities, Operator shall submit to the City Manager an emergency response plan establishing written procedures to minimize any hazard resulting from drilling, completion or producing of oil and gas wells. Said plan shall use existing guidelines established by the Railroad Commission, Texas Commission on Environmental Quality, Department of Transportation and/or the Environmental Protection Agency and City Fire Code. A copy of the Emergency Response Plan shall be kept at the Operator's office.

13.

Equipment painted. All production equipment on the site shall be painted beige and maintained at all times, including pumping units, tanks, buildings and structures. The City shall regularly inspect all painted structures and inform Operator when repainting is necessary. Operator shall repaint within sixty (60) days written notice from City. When requiring re-painting of such facilities, the City Manager shall consider the deterioration of the quality of the material of which such facility or structure is constructed, the degree of rust, and its appearance. Upon request of the Operator, a color other than beige may be approved by the City Council.

14.

Explosives. Use of an explosive perforating gun during completion operations and during plugging operations and down-hole operations that require such explosives shall be allowed.

15.

Fire notice. In the event of a fire or discovery of a fire, smoke, or unauthorized release of flammable or hazardous materials on any property, the Operator shall immediately report such condition to the Fire Department in accordance with the City of Midland Fire Code. The reporting limits for hazardous materials release shall conform to the requirements of the Railroad Commission and not exceed any state or federal permitting limit.

16.

Fire prevention; sources of ignition. Firefighting apparatus and supplies as approved by the Fire Marshal and required by any applicable federal, state, or local law shall be provided by the Operator, at the Operator's cost, and shall be maintained on the drilling site at all times during drilling and/or reworking operations. The Operator shall be responsible for the maintenance and upkeep of such equipment.

17.

Fracing operations. No fracing or formation fracture stimulation operations may take place before 7:00 a.m. or after 7:00 p.m.

18.

Fresh water wells. The measurements required by this Subsection shall be in a direct line from the closest Oil and Gas well to the fresh water well.

a.

Upon request of an owner of a fresh water well within 860 feet of an Oil and Gas well, who has been duly notified, Operator shall provide the City Manager with a "pre-drilling" and "post-drilling" water analysis from any such existing fresh water well(s).

b.

Operator shall conduct and fund annual testing for water wells that have been tested pursuant to Subsection (L)18.a. above. This testing program shall continue for the production life of The Well plus three years for a producing well, or for a period of one (1) year for a dry hole.

19.

Compressors. No onsite compressor used to "lift gas" shall be used. No compressor of any type shall be used. In the event Operator determines the use of such compressor is necessary, a detailed plan shall be submitted by Operator to the City Council for consideration. An on-site compressor plan shall include the following information:

- a. The physical size of the compressor;
- b. The power source of the compressor;
- c. The horsepower of the compressor;
- d. The noise of the compressor; and
- e. The manufacturer of the compressor.

No compressor of any type shall be used unless a plan is approved by the City Council.

20.

Gas emission or burning restricted. Operator shall not allow, cause or permit gases to be vented into the atmosphere or to be burned by open flame except as provided by law or as permitted by the Railroad Commission. If the venting of gases into the atmosphere or the burning of gases by open flame is authorized as provided by law or as permitted by the Railroad Commission, then such vent or open flame shall not be located closer than three hundred thirty (330) feet from any building not used in operations on the drilling site and such vent or open flame shall be screened in an effort to minimize detrimental effects to adjacent owners. Operator shall provide notice to the Fire Marshall prior to any open flaring of gas. Gas may not be flared unless for a limited time when completing, or recompleting a well, and only if flaring will not constitute a fire hazard to other owners. If flaring gas, it shall not be burned at a rate greater than 3,000 mcf/d. No gas may be flared between the hours of 7:00 p.m. and 7:00 a.m., except in an emergency.

21.

Gas processing onsite. Except for a conventional gas separator or line heater, no refinery, processing, treating, dehydrating or absorption plant of any kind shall be constructed, established or maintained on the premises without prior written consent of the City Manager.

22.

Grass, weeds, trash. All Drill sites and Operation sites shall be kept clear of high grass, weeds, and combustible trash within a radius of one hundred (100) feet around any Tanks, production facilities, or producing wells.

23.

Hazardous plan. Hazardous Materials Management Plan (HMMP) and all Material Safety Data Sheets (MSDS) for all hazardous materials that will be located, or stored, on the Operations Site shall be submitted to the City Manager.

24.

Lights. Except under emergency circumstances, operator shall not Operate any lights located at the Drill Site. To the extent practicable, and taking into account safety considerations, emergency site lighting shall be directed downward and internally so as to avoid glare on public roads and adjacent dwellings and buildings within three hundred (300) feet. This paragraph does not apply during initial Drilling Operations.

25.

Monitoring for H₂S gas. If required by the Railroad Commission, equipment for the monitoring of H₂S gas shall be used during Drilling. The Operator will comply with all requirements found in Statewide Rule 36 of the Railroad Commission, as amended. Within sixty (60) days after completion, and annually thereafter, Operator shall submit to the City Manager results of testing to determine the concentration of H₂S produced from the Well. If the results of the H₂S testing proves to be one hundred (100) PPM H₂S or greater, the Operator is responsible for determining the one hundred (100) PPM H₂S radius of exposure for each Well and production facility. Wells and facilities where the concentration of H₂S is equal to or greater than one hundred (100) PPM will be considered "Sour." Safety systems described herein must be approved by the Fire Marshall.

a.

The following safety alarms and equipment are required at the well site of all wells that are capable of producing at a sustained rate of at least one hundred twenty-five (125) barrels of oil per day and/or three hundred (300) MCF of gas per day and for "sour" wells whose one hundred (100) PPM H₂S radius of exposure is greater than fifteen (15) feet:

i.

H₂S monitors located along the fencing, as set forth in Subsection M (for "sour" wells only).

ii.

Automated audible alarms to provide warnings for a substantial drop in pressure or for the presence of H₂S in concentrations greater than one hundred (100) PPM.

iii.

Automated valve to shut-in production from the well if a substantial drop in pressure or if the presence of H₂S in concentrations greater than one hundred (100) PPM is detected.

b.

The following safety alarms and equipment are required at "Sour" Tank battery facilities:

i.

H₂S monitors located along the fencing, as set forth in Subsection M.

ii.

Automated audible alarm to provide warnings for the presence of H₂S in concentrations greater one hundred (100) PPM.

iii.

An electrical device capable of shutting down power to all "Sour" wells producing into the battery in the event H₂S in concentrations great than 100 PPM is detected.

26.

Muffling exhaust. Exhaust from any internal combustion engine or compressor, stationary or mounted on wheels, used in connection with the Drilling of any well or for use on any production equipment shall not be discharged into the open air unless it is equipped with an exhaust muffler, or mufflers or an exhaust muffler box constructed of noncombustible materials sufficient to suppress noise and disruptive vibrations and prevent the escape of obnoxious gases, fumes or ignited carbon or soot.

27.

Pits. The following applies for pits used for Drilling and completion operations:

a.

No pit shall be placed in a floodplain without obtaining a floodplain development permit from the City Department of Development Services.

b.

No fresh water pit may be placed in any City recognized drainage way, FEMA floodplain or floodway. Construction of the fresh water pit must comply with all City, state and federal regulations.

c.

The use of earthen pits shall be allowed so long as the construction, use, dewatering and closure of such pits meets or exceeds the requirements of the applicable Railroad Commission rules and Texas Commission on Environmental Quality rules. In addition to compliance with applicable Railroad Commission rules, and Texas Commission on Environmental Quality rules, such earthen reserve pits shall also meet the following requirements;

(i)

the maximum size of a reserve pit shall be no greater than two hundred (200) feet by two hundred (200) feet;

(ii)

The pits shall be lined with a plastic liner having a minimum thickness of eight (8) mil reinforced polyethylene;

(iii)

Reserve pits used in Drilling operations shall be fenced on all open sides during such operations and shall be enclosed on all sides once Drilling operations have ceased;

(iv)

Reserve pits shall be closed within one hundred (180) days of the cessation of drilling operations;

(v)

Drill cuttings may be disposed of on the Drill Site using a deep burial method provided that the burial pit containing the cuttings is located entirely within one hundred thirty five (135) feet of the surface location of the Well, provided that all free water has been removed prior to burying the cuttings, and an impermeable liner is placed above the cuttings prior to covering the cuttings and liner with top soil, and provided that the burial pit is constructed in such a manner that the cuttings will be covered with a minimum of thirty six (36) inches of clean, compactable soil. A survey and description of the location of any closed pit used in connection with the Drill Site shall be recorded in the property records of the county in which the real property is located.

28.

Salt water wells. No commercial salt-water disposal wells that receive water by truck shall be located within the City of Midland. In the event the operator determines that the use of a non-commercial salt-water well is necessary, a detailed plan shall be submitted by the operator to the City Council for consideration. No salt water disposal well of any type shall be used unless a plan is approved by the City Council.

29.

Signs.

a.

A sign shall be immediately and prominently displayed at the gate on the temporary and permanent site fencing erected pursuant to Subsection (M) of this Section. Such sign shall be durable material, maintained in good condition and, unless otherwise required by the Railroad Commission, shall have a surface area of not less than two square feet not more than four square feet and shall be lettered with the following:

i.

Well name and number;

ii.

Name of operator;

iii.

The emergency 911 number; and

iv.

A 24-hour phone number that will provide an emergency phone number of Operator's Representatives as stated in Subsection F.

b.

Permanent weatherproof signs reading "DANGER NO SMOKING OR OPEN FLAME ALLOWED IN THIS AREA" shall be posted immediately upon completion of the well site fencing at the entrance of the well site and tank battery or in any other location approved or designated by the Fire Chief of the City. Sign lettering for this sign shall be two (2) inches or greater in height and shall be red on a white background or white on a red background. Each sign shall include the emergency notification numbers of the Fire Department and the Operator, well and lease designations required by the Texas Railroad Commission.

c.

Provide a National Fire Prevention Association (NFPA) 704 diamond hazard identification signs are required at the entrance to the Operation Site adjacent to the Operator's sign if chemicals are present. A label must be located on each chemical Tank indicating exact chemicals that may be contained in such Tank. Text shall be minimum two inches or greater in height, contrasting with the background color.

30.

Storage of equipment. Storage of equipment and materials shall be minimized and limited to the immediate operational needs of the well. Lumber, pipes, empty drums, trucks, trailers, automobiles, junk tubing, casing and rods shall not be left on the operation site except when drilling or reworking operations are being conducted on the site.

No vehicle or item of machinery shall be parked or stored on any Street, Right-of-Way or in any driveway, alley or upon any Operation Site which constitutes a fire hazard or an obstruction to or interference with fighting or controlling fires except that equipment which is necessary for Drilling or production operations on the site. The Fire Department shall be the entity that determines whether any equipment on the site shall constitute a fire hazard.

31.

Tank Battery Facilities. At the tank battery for either oil and/or gas Wells a sensor for fire detection should be appropriately placed near heater treaters, separators, and oil storage tanks that would allow an automated valve placed at the header to be closed in the event of a detected fire. All storage tanks shall be equipped with a secondary containment system. The secondary containment system shall be a minimum of three (3) feet in height and one and one-half (1½) times the contents of the total tank volume. Drip pots shall be provided at the pump out connection to contain the liquids from the storage tanks. No storage tank shall be over sixteen 16 feet in height. All storage tanks shall be built on an adequate foundation with a twelve 12-mil liner being placed

beneath each tank, extending a minimum of three (3) feet beyond the edge of each tank.

Operator must use portable steel storage tanks or fiberglass tanks for storing all fluids from the well. Tanks must meet the American Petroleum Institute standards. All tanks must have a vent line, lightning arrester and pressure relief valve. All tanks must be enclosed by a fence as required by Section (M) herein. No tank shall exceed sixteen (16) feet in height. No tank battery shall be constructed within five hundred (500) feet of any Occupied Residence, Occupied Commercial Structure or Occupied Public Building, unless a variance is granted by the City Council.

Drilling mud, cuttings, liquid hydrocarbons and all other field refuse derived or resulting from or connected with the drilling, re-working or deepening of any well shall be discharged into a steel pit or an approved earthen pit. All disposals must be in accordance with the rules of the Railroad Commission and with a plan submitted to and approved by the City Manager. Water stored in on-site tanks shall be removed as necessary.

All refuse shall be disposed of in such a manner as to comply with the applicable air and water pollution control regulations of the state, the conditions of this permit, and any applicable ordinance of the City.

Temporary flowback tanks shall be removed within ninety (90) days after completion date of the well at the pad site unless permission is obtained from the City Manager to extend the time period for no more than thirty (30) days. Completion date is that date which is stated as the "completion or recompletion date" shown on the Form W-2 or G-I filed with the Railroad Commission.

All tanks shall be set back pursuant to the standards of the Railroad Commission and the National Fire Protection Association, but in all cases, shall be at one hundred (135) feet from any street or alley right-of-way, three hundred thirty (330) feet from any public athletic field, and five hundred (500) feet from an Occupied Residence, Occupied Commercial Structure or Occupied Public Building, church, public or private school, hospital, nursing home, college or university or daycare center unless a variance is granted by the Midland City Council. Operator shall institute operational practices involving the daily monitoring of tank integrity and fluid levels within each tank. The use of a remote monitoring system is acceptable.

No meters, storage tanks, separation facilities, or other aboveground facilities, other than the well head and flow lines, shall be placed in a floodway identified by FEMA on the most current FIRM or the 100-year floodplain without a floodplain development permit obtained from the Department of Development services.

All fluids and tank bottoms will be disposed of in accordance with Railroad Commission regulations.

32.

Valves. Each flowing high volume well must have an automated shut-off valve to shut-in the well's production at the Operation Site for either a fire or

abnormal change in pressure. The fire department shall have access to the Operation Site and the shut-off valve in an emergency.

33.

Work hours for site development. No construction activities involving the excavation of, demolition of, alteration to, or repair work on any access road or pad site shall occur before 7:00 a.m. or after 7:00 p.m.

34.

Wellhead status after fracing. The wellhead between the time of Drilling/completion and tank battery construction, shall be:

a.

Surrounded with a six (6) foot tall temporary chain link fence having a gate and lock until permanent fencing is installed;

b.

The gate shall be locked at all times, except when the Operator is involved in active operations;

c.

The cellar shall be filled or closed; and

d.

The Bradenhead shall be piped to the surface and open to the atmosphere or have an observable and adequate pressure gauge with operable test valve.

35.

Inspections. In accordance within applicable law, the City Manager, or his designee, at his sole cost, risk and expense shall have a right of entry to the Drill Site/Operation Site and may, at his discretion, visit the Drill Site/Operation Site to make sure operator is in compliance with the requirements of this Section.

36.

Violation. In the event a violation of this ordinance is determined by the City's official (or officials), the City may act in any or all of the following ways:

a.

The City, through its designated official (or officials), may issue a notice of violation to the Operator, its agent, agents, employees or independent contractors (whether on site or not), or to any Person participating in the Drilling of the Well. Such notice may include a citation to appear before the Midland Municipal Court.

b.

If the City Manager, or his designee, finds the Operator to be in violation of any requirement of the applicable Oil and Gas well permit, then the City reserves the right after giving ten (10) business days written notice to the Operator regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond as outlined in Subsection (K) of this Section, in order to remedy such violation. In the event that a violation is not capable of being remedied within such ten (10) business day period, then Operator must have commenced efforts

to remedy such violation within said ten (10) business day period and thereafter continue with such efforts to remedy said violation with due diligence until completed, and as long as the Operator continues with efforts to remedy a violation with due diligence, the City shall not draw against the letter of credit, certificate of deposit or surety bond. In the event the City makes a claim on the letter of credit, certificate of deposit or surety bond pursuant to the terms hereof, reinstatement of the full amount of the letter of credit, certificate of deposit or surety bond shall be a condition to the cure of the violation leading to such claim. Alternatively, if the City Manager finds the Operator to be in violation of any requirement of the applicable Oil and Gas Well Permit, the City Manager shall give written notice to the Operator that unless all violations are corrected within ten (10) business days of the Operator's receipt of notice of the violation, the City Manager shall recommend to the City Council that the Oil and Gas Well Permit be cancelled by the City Council. In the event that a violation is not capable of being remedied within such ten (10) business-day period, then Operator must have commenced efforts to remedy said violation within said ten (10) business-day period and thereafter continue with such efforts to remedy said violation with due diligence until completed, and as long as the Operator continues with efforts to remedy a violation with due diligence, as determined by the City, the City shall not draw against the letter of credit, certificate of deposit or surety bond. If the City Council determines to consider the cancelling of the permit, it shall give the Operator written notice of the date and time of the hearing and shall give the Operator the opportunity to be heard and present facts the Operator deems relevant. The cancelling of a permit requires the majority vote of the City Council.

c.

Prosecution of violations of this Section shall be given priority and expedited upon the Municipal Court docket. Provided, however, that this subsection does not grant or guarantee Persons cited a right to expedited consideration of their citation before the Midland Municipal Court.

d.

In the event that there exists an imminent threat to public health and safety, a certified peace officer, in conjunction with the Railroad Commission, may order the temporary cessation of operations. An Operator may appeal the order to an appropriate Court in Midland County, Texas and request an expedited hearing. With respect to the contestation of an order issued pursuant to this subsection, an Operator retains all of its legal remedies.

M.

Fencing and landscaping.

1.

Fences.

A fencing plan shall be submitted, said plan containing a description of the building materials, dimensions, and locations of the proposed fence/walls and gates. The plan shall take into consideration the surrounding area and neighborhood.

At a minimum, tank battery facilities, wellheads and any production equipment associated with Oil and Gas wells shall be enclosed by a chain link fence at least seven (7) feet in height with beige-colored slats woven through the chain link, topped with three (3) strands of barbed wire angled outward or concertina wire, and shall be equipped with a locking gate. Gates shall be provided with a combination catch and locking attachment for a padlock, and shall be kept locked except when being used for access to the operation site. Operator must provide the City Fire Chief with a "Knox Padlock" or "Knox Box with a key" to access the Operation Site to be used only in case of an emergency.

The City Council may require additional or a different type of fencing to the extent necessary to conform with architectural standards and building materials existing on lots and/or lands immediately adjacent to the well and within five (500) feet of the Well at the time the Oil and Gas Well Permit is issued.

Additionally, if at any time within twenty-four (24) months following the issuance of an Oil and Gas Well Permit, a structure intended for permanent occupancy is constructed within five hundred (500) feet of the Well, the City Council may require the operator to undertake a one-time revision of the fencing plan to account for architectural standards and building materials associated with such structure to the extent that the revised fencing plan is consistent with, but not better than, the architectural standards and building materials associated with such structure.

Fences shall not be required on drill sites during drilling, completion or re-working operations as long as 24-hour on-site supervision is provided.

(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: _____

Michael A. Short, General Counsel, Vice President, Land

Endeavor Energy Resources, L.P.
110 N. Marienfeld, Suite 200
Midland, Texas 79701
(432) 687-1575



0-13-014

RECEIVED

JUN 6 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date June 5, 2013	Operator Name (must match W-1) Endeavor Energy Resources, LP	Operator Address 110 N. Marienfeld, Suite 200 Midland, TX 79701
Representative Name Michael A. Short General Counsel, Vice President, Land	Representative Address (within Midland City Limits) 110 N. Marienfeld St., Ste. 200 Midland, TX 79701	Rep. Tele. 432-687-1575 Rep. Fax 432-682-3088
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services -No. 1 (Tele.): No. 2 (Tele.): Option B: Company Compliance Representative (Name, Address, Local Telephone): Alin Richardson 3345 Acapulco Road Midland, Texas 79705 432-664-1587 See attached statements		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Val Joe Walker, Safety Manager for Endeavor Energy Resources, LP: 432-262-4299 or 432-631-8968 Midland Police Department: 911 or 432-685-7110 Midland Fire Department: 911 Ambulance: 911 Paramedics: 911		
Other Permitted Wells in City (<i>ATTACH EXHIBIT B</i> [see § J(26)]). See attached		

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):
See attached – List of Names and Addresses of Mineral Estate Lessors and Supplemental Drilling and Division Order Title Opinion dated July 10, 2012 by Robert A. Spears at Lynch, Chappell & Alsop

ATTACHED AS EXHIBIT C is (a Title Opinion by, 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)]. See attached

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Pasture and residential
See attached a list of surface owners and their respective addresses.

ATTACHED AS EXHIBIT D is (a Title Opinion by, a licensed Texas Attorney/a Take-off from, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)]. See attached

ATTACHED AS EXHIBIT E is (a map/plot/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)]. See attached

IV. Well & Operations Information

Proposed Well Name: Chaps No. 4

ATTACHED IN EXHIBIT G -Proposed Hole Size, Casing Program and Cementing Program [See § J(11) and § L(4)]:
See attached

Legal Description of Proposed Well Site

330' FNL & 1831' FWL

Northeast Quarter of the Northwest Quarter (NE/4 of NW/4) Section 9, Block X, H. P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)]. *ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)]. *ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)]. *ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)]. *ATTACHED AS EXHIBIT K* (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)]. *ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)]. *ATTACHED AS EXHIBIT M* is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$75,000. 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)]. See attached

Description of Public Utilities required during (1) drilling and (2) operations: (1) Drilling: (2) Operations:

Electricity

TXU: 1-800-233-2133

Description of water source to be used during Drilling:

Water arrangements have been agreed to with surface owner from water well located to the west of the location

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See attached plat

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: See attached

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the Letter of Credit/Certificate of Deposit in accordance with Subsection (K)(2). [See § J(18)]. *ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)]. *ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)]. *ATTACHED AS EXHIBIT S* (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)]. *ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)]. *ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

[SIGNATURE PAGE FOLLOWS]

1. COMPLIANCE REPRESENTATIVES

STATEMENT

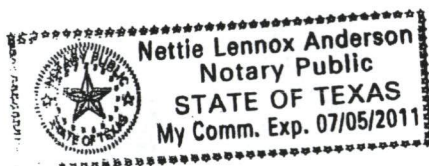
I, Alin Richardson, whose address is 3345 Acapulco Road, Midland, Texas 79705, and whose telephone number is 432-664-1587, hereby understand and agree to be responsible for ensuring that I will comply with the conditions of the Oil and Gas Well Permit issued by the City of Midland, along with applicable laws, regulations and ordinances on the Chaps "2" well located in the City of Midland, Midland, Texas. In the event that I am relieved of my responsibilities, I will provide a replacement name, local address and local telephone number of a responsible replacement.

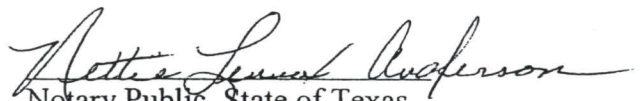


Alin Richardson

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

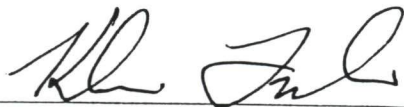
This instrument was acknowledged before me on this 10th day of January, 2011 by Alin Richardson.




Notary Public, State of Texas

STATEMENT

I, Kelvin Fisher, whose address is 5427 Basswood Circle, Midland, Texas 79707, and whose telephone number is 432-634-5621, hereby understand and agree to be responsible for ensuring that I will comply with the conditions of the Oil and Gas Well Permit issued by the City of Midland, along with applicable laws, regulations and ordinances on the Chaps "2" well located in the City of Midland, Midland, Texas. In the event that I am relieved of my responsibilities, I will provide a replacement name, local address and local telephone number of a responsible replacement.

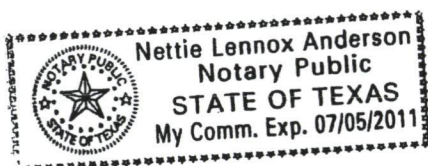


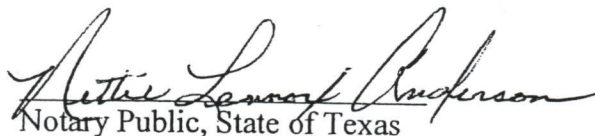
Kelvin Fisher

DRILLING MANAGER

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 10th day of January, 2011 by Kelvin Fisher.




Notary Public, State of Texas

STATEMENT

I, Rodney Foster, whose address is 3116 Humble, Midland, Texas 79705, and whose telephone number is 432-664-0641, hereby understand and agree to be responsible for ensuring that I will comply with the conditions of the Oil and Gas Well Permit issued by the City of Midland, along with applicable laws, regulations and ordinances on the Chaps "2" well located in the City of Midland, Midland, Texas. In the event that I am relieved of my responsibilities, I will provide a replacement name, local address and local telephone number of a responsible replacement.

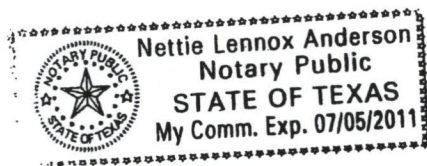


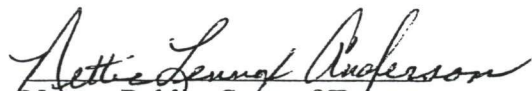
Rodney Foster

Field Land Manager

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 18th day of January, 2011 by Rodney Foster.




Notary Public, State of Texas

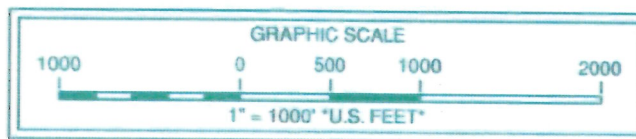
RECEIVED

AUG - 9 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE

Block X, H. P. Hilliard Survey
Midland County, Texas

Driving Directions to Location:
From intersection of Loop 250 and Midkiff in Midland, Texas;
Drive North on Midkiff Road, drive 1.8 miles to WCR 42.
Turn right (East) on to WCR 42, drive 0.4 miles to Lat: 32°03'35.23", Long: 102°07'51.60";
Location is left (North) 965 feet.



Note: Well location is 5.3 miles Northwest of the city of Midland, Texas.
Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Coordinates shown herein are on The Texas Coordinate System of 1927, Central Zone.
Note: Example: (S-99999) indicates General Land Office file number.



Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715



May 24, 2012

120524A1-KRJ

P.O. Box 51622, Midland, Texas, 79710 (432) 570-6256 Fax (432) 682-3262

USGS Quadrangle Sheet: Northwest Midland, Tex.

Railroad Commission Permit Plat

ENDEAVOR ENERGY RESOURCES, L.P.
Chaps #4

330' FROM NORTH LINE
1831' FROM WEST LINE

Chaps Lease
323.2 Acres being the N/2 of
Section 9, Block X
H. P. Hilliard Survey
Midland County, Texas

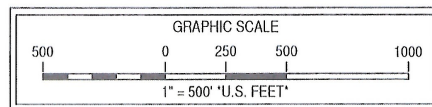
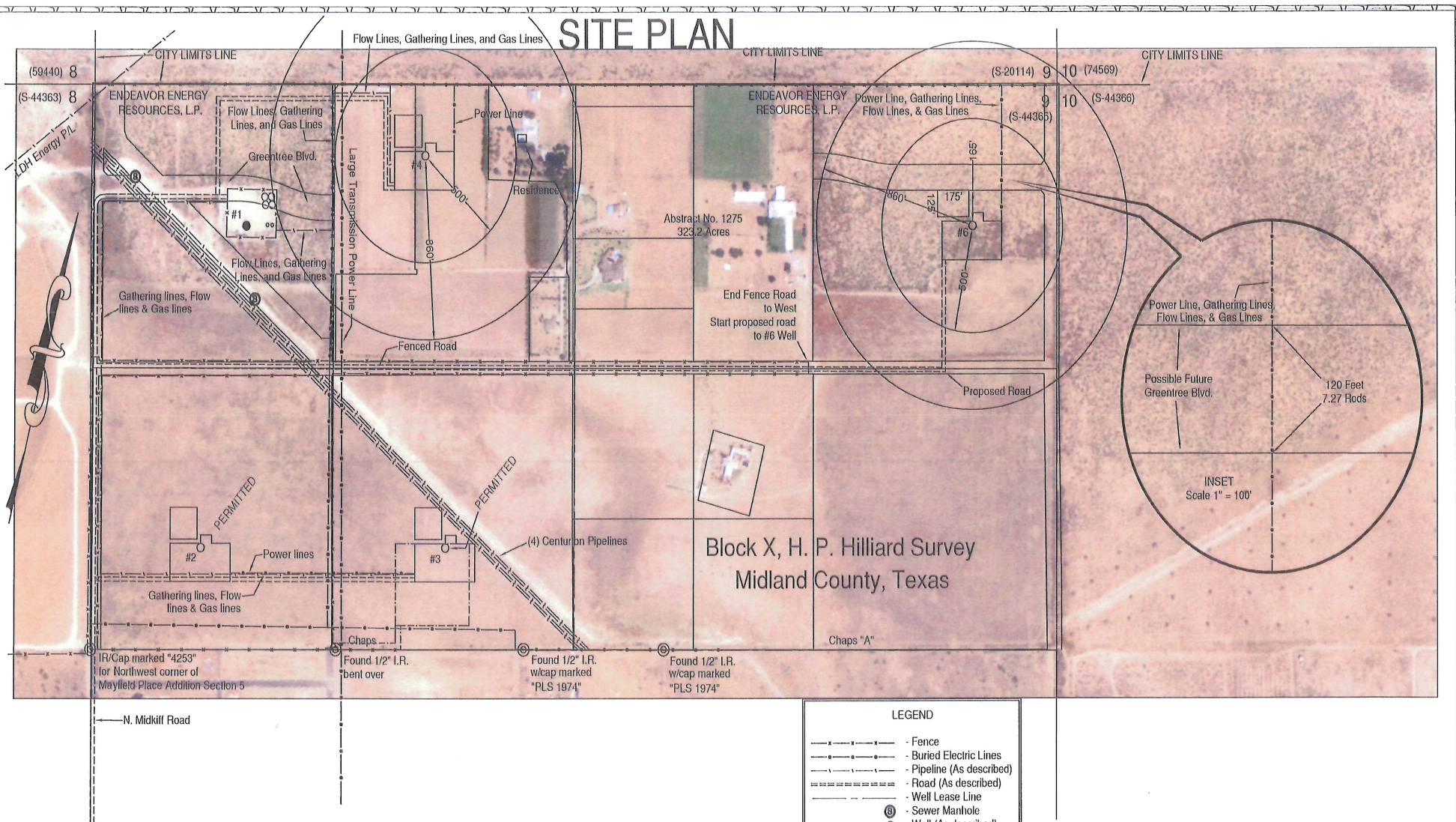
Scale: 1" = 1000'

DRILL SITE LOCATION

CHAPS #4

O-13-014 21.44

SITE PLAN



LEGEND

- Fence
- Buried Electric Lines
- Pipeline (As described)
- Road (As described)
- Well Lease Line
- Sewer Manhole
- Well (As described)



Note: All land parcels shown herein including Greentree Blvd right-of-way are put in from the City of Midland GIS system and were not physically surveyed.
 Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
 Note: Example: (S-99999) indicates General Land Office file number.

September 24, 2013

130924S

USGS Quadrangle Sheet: Northwest Midland, Tex.

Power Line & Pipeline Location Plat

ENDEAVOR ENERGY RESOURCES, L.P.
Survey of Power Line & Pipeline Locations
In the Chaps & Chaps "A" Leases
323.2 Acres being the N/2 of
Section 9, Block X
H. P. Hilliard Survey
Midland County, Texas

Scale: 1" = 500'



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Ron Jenkins, Oil & Gas Compliance Coordinator

SUBJECT: Consider an amendment to an oil and gas well drilling permit to CrownQuest Operating, LLC (Operator), *for a Permit to Drill an Oil & Gas Well within the City Limits*, (COM Nail #2) located 660 feet from the north line and 2,173 feet from the east line located in Section 36, Block 39, T-1-N, T&P RR Co. Survey, City of Midland and County of Martin, Texas. (Generally located on the east side of the State Hwy 349, approximately 3 miles north of Arapahoe Road.)

Purpose:

To consider an amendment to Resolution 2013-235 on a request from CrownQuest Operating, LLC (Operator), *for a Permit to Drill an Oil & Gas Well within the City Limits*, (COM Nail #2) located 660 feet from the north line and 2,173 feet from the east line located in Section 36, Block 39, T-1-N, T&P RR Co. Survey, City of Midland and County of Martin, Texas. Council approved the proposed drill site on August 13, 2013; however, the applicant is requesting consideration of amended drilling conditions.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The amending condition proposed by CrownQuest Operating, LLC is to move the location of the well 153 feet to the East. The current location has an obstruction of a recently constructed gas line 30 feet from the current well bore location. The new location would be 660' from North Line and 2,020 from East Line located in Section 36, Block 39, T-1-N, T&P RR Co. Survey of Martin, Texas.

Attachments: Application; Location map; Exhibit A-1- Drill site map, Exhibit A-2– Concept Plan, Exhibit - Letter

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE PERMIT ISSUED TO CROWNQUEST OPERATING, LLC (“OPERATOR”) TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 660 FEET FROM THE NORTH LINE AND 2,173 FEET FROM THE EAST LINE, SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, CITY OF MIDLAND AND MARTIN COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF THE STATE HIGHWAY 349, APPROXIMATELY 3 MILES NORTH OF ARAPAHOE ROAD); SAID AMENDMENT AUTHORIZES THE WELL LOCATION TO BE MOVED 153 FEET TO THE EAST FOR A NEW WELL LOCATION OF 660 FEET FROM THE NORTH LINE AND 2,020 FEET FROM THE EAST LINE, SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, CITY OF MIDLAND AND MARTIN COUNTY, TEXAS

WHEREAS, the City Council previously approved the issuance of the permit referenced in the caption hereof to Operator to drill an oil and gas well within the city limits; and

WHEREAS, the City Council finds it to be in the public interest to approve an amendment to said permit;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, an amendment to the permit referenced in the caption hereof. Said amendment is attached hereto as Exhibit “A” and incorporated herein for all legal purposes.

SECTION TWO. That all other terms and conditions of said permit shall remain in full force and effect.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective October 9, 2013, by and between the City of Midland, Texas (“City”), a home-rule municipal corporation, and Crownquest Operating, LLC (“Operator”).

WHEREAS, the City previously issued that certain Oil and Gas Well Permit dated August 13, 2013 (the “Permit”) to Operator to drill an oil and gas well within the city limits located 660 feet from the north line and 2,173 from the east line, Section 36, Block 39, T-1-N, T&P RR Co. Survey, City of Midland and Martin County, Texas; and

WHEREAS, the Permit was authorized by the City Council by Resolution No. 2013-235; and

WHEREAS, the Permit has been in full force and effect since its effective date, and has not been allowed to lapse; and

WHEREAS, the Operator has requested that the City approve certain amendments to the Permit;

W I T N E S S E T H:

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

ARTICLE I.

The Permit is hereby amended as follows:

Operator is authorized to move the well location 153 feet to the east for a new well location of 660 feet from the north line and 2,020 feet from the east line, Section 36, Block 39, T-1-N, T&P RR Co. Survey, City of Midland and Martin County, Texas. Said well new location is shown on Exhibits “A-1” and “A-2”, which are attached hereto and incorporated herein for all legal purposes.

ARTICLE II.

The Permit, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By: _____
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

CROWNQUEST OPERATING, LLC

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

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

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

Notary Public, State of _____

Block 39, T-1-N, T. & P. RR. Co. Survey Martin County, Texas

(73864) 26 25 (S-20104)

32 (73483)

(S-20109) 35 36 (72330)

33 (S-19976)

GRID N: 895158.084
GRID E: 1455725.413
NAD'83 Lat/Long
Lat: +32°06'58.112"
Long: -102°05'29.442"

CROWNQUEST
OPERATING, LLC.

#3

#2

EL.
2855Abstract No. 694
241.4 Acres

#1

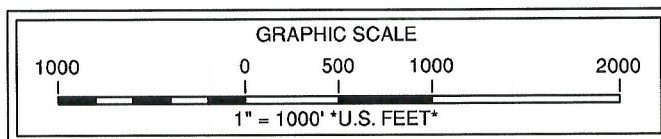
COM Nail

Driving Directions to Location:

From the intersection of Loop 250 and Highway 349 in Midland, Texas, drive North on Hwy 349 for 5.1 miles to a lease road at Lat: 32°06'54.53", Long: 102°06'08.81";
Turn right (East) on lease road, drive 0.6 miles to Lat: 32°07'03.41", Long: 102°05'31.08";
Location is right (South) 555 feet.

(74571) 2 1 (S-20110)

6 (70617)



Well location is 17.0 miles West of the city of Stanton, Texas.

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.

Note: Coordinates shown herein are on The Texas Coordinate System of 1927, Central Zone.

Note: Example: (S-99999) indicates General Land Office file number.



Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715



September 12, 2013

130912M-JFG

P.O. Box 51887, Midland, Texas, 79710 (432) 262-0901 Fax (432) 262-0679

USGS Quadrangle Sheet: Northeast Midland, Tex.

Railroad Commission Permit Plat

CROWNQUEST OPERATING, LLC.

COM Nail #2

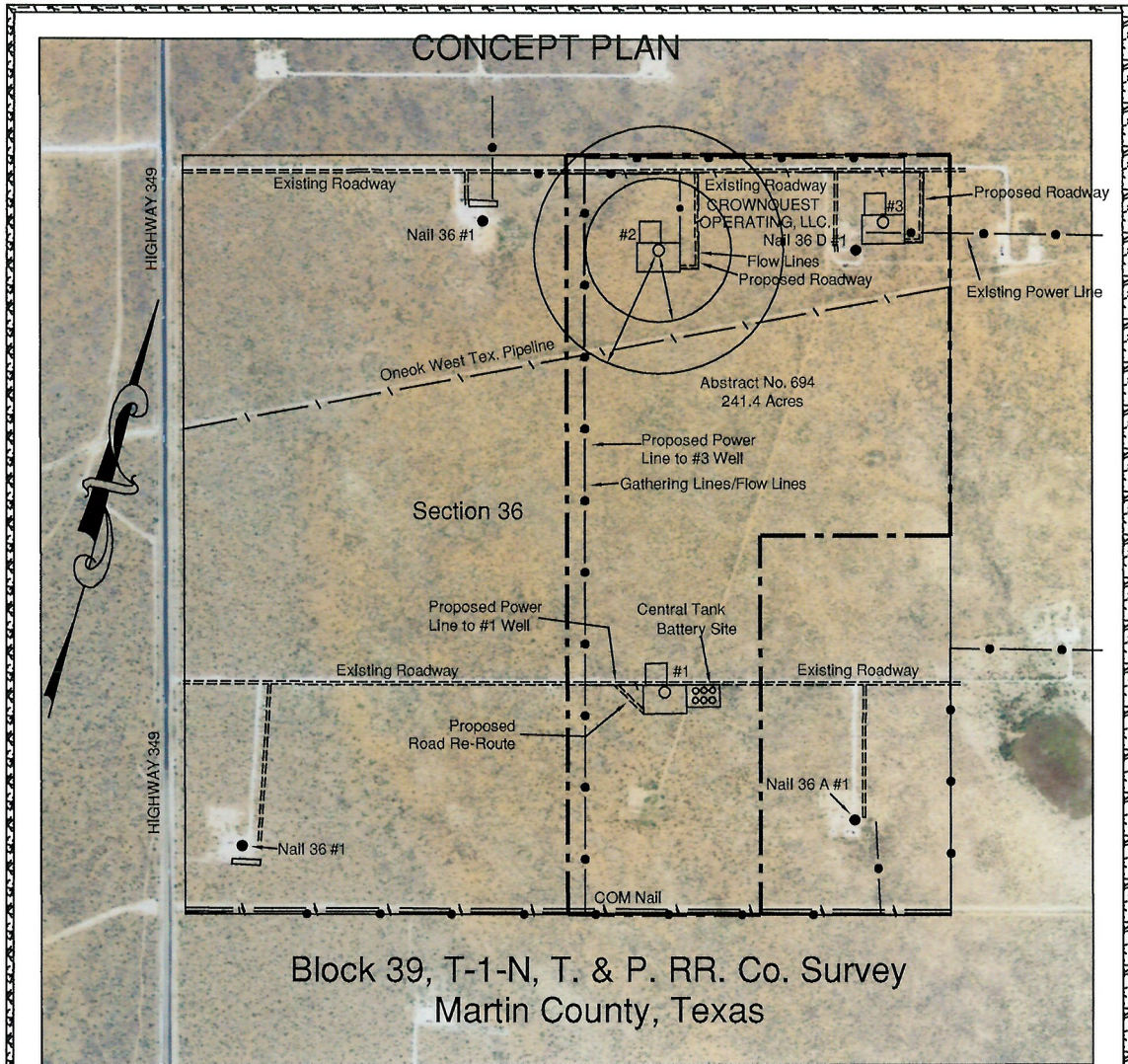
660' FROM NORTH LINE

2020' FROM EAST LINE

COM Nail Lease

241.4 Acres being the NE/4 & W/2 of the SE/4 of
Section 36, Block 39, T-1-N
T. & P. RR. Co. Survey
Martin County, Texas

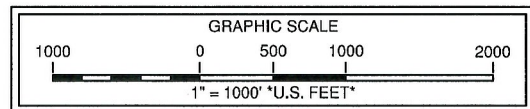
Scale: 1" = 1000'



LEGEND:

- x — Fence
- • — Overhead Power Line
- \ — Pipeline (As described)
- — — Road (As described)
- E — Buried Electric Line
- +++++ Railroad Tracks
- — — Well Lease Line
- Well (As described)

COM Nail #2
Lat: +32°06'58.112"
Long: -102°05'29.442"



Note: Lat/Longs shown herein are NAD'83 Datum.



August 3, 2012

120803B11

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

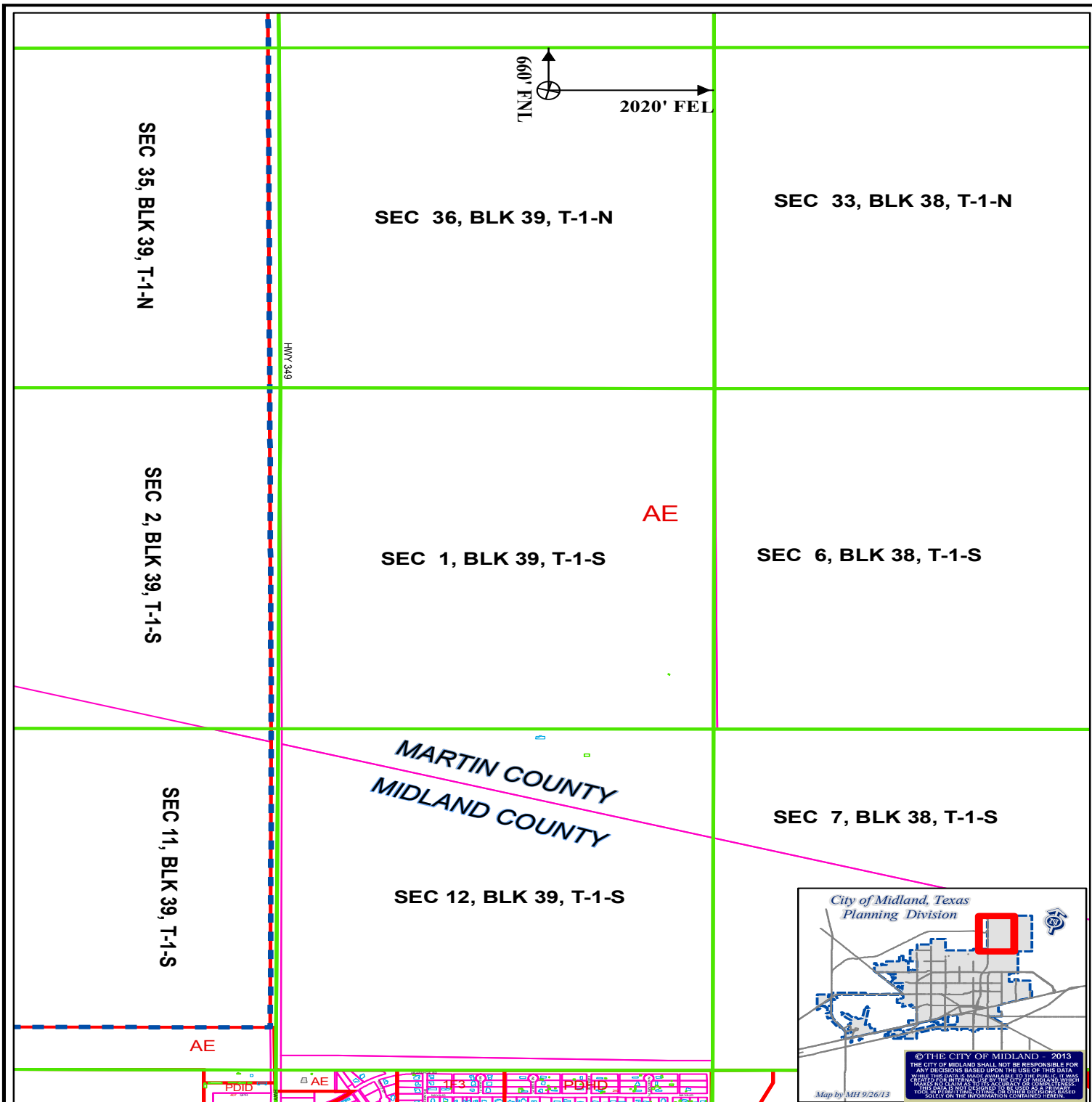
P.O. Box 51622, Midland, Texas, 79710 (432) 570-6256 Fax (432) 682-3262

Revised: 09/23/2013 (JFG)

CONCEPT PLAN

CROWNQUEST OPERATING, LLC.
CONCEPT PLAN
COM Nail #2
660 FNL & 2020' FEL
Section 36, Block 39, T-1-N
T. & P. RR. Co. Survey
Martin County, Texas

Scale: 1" = 1000'



LOCATION AND ZONING MAP

O - 13 - 009

Scale: 1" = 1,700'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 660' FNL and 2020' FEL, Section 36, Block 39, T-1-N, T & P RR Co. Survey, Martin County, Texas.

COM Nail #2

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.
ZONING DISTRICTS:					
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK		
PD	PLANNED DISTRICT	P	PARKING		
AE	AGRICULTURE ESTATE	O1, O2	OFFICE		
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		

September 23, 2013

City of Midland
Attn: Ron Jenkins
300 N. Loraine
Midland, TX 79702

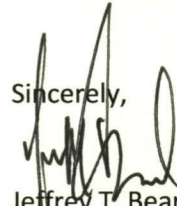
RE: **COM Nail #2 Amendment to Permit**
Section 36, Block 39, T1N, T&P RR Co. Survey
Martin County, Texas

Dear Mr. Jenkins,

CrownQuest Operating, LLC hereby requests an amendment as to the location of the COM Nail #2 well. In the time that we staked our well and received our permit from the City of Midland, WTG constructed a gas line within 30 feet of our well bore stake. As a result we must move our location 153' east to avoid the new gas line.

Attached hereto are the revised plats for the well. Exhibit A-1 has footage calls and internal well spacing. Exhibit A-2 is the concept plan with moved location as well as the revised Lat & Long calls.

Sincerely,



Jeffrey T. Beard, CPL
Land Manager



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Downtown Development Director, Genora Young

SUBJECT: Consider a resolution amending the TIRZ Bylaws ARTICLE II, Section. Regular Meetings

Purpose:

Consider a resolution amending the Tax Increment Reinvestment Zone #1 Bylaws, ARTICLE II BOARD OF DIRECTORS, Section 3. Regular Meetings; striking the language "any committees thereof".

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

None

Discussion:

A unanimous vote of the seven (7) TIRZ Board members in attendance at the June 25, 2013 Regular Meeting voted to request City Council support for the Board's recommendation to strike the language "any committees thereof" from ARTICLE II, Section 3., in the TIRZ Bylaws. The amendment allows committees of less than a quorum of the Board to meet as needed, without posting seventy-two (72) hours in advance. Texas Open Meetings Act, Article 6252-17, Vernon's Texas Civil Statutes requires posting when a quorum of a Board meets; however, the TIRZ Bylaws were written with more restrictive language (i.e. "and any committees thereof"). An amendment is required to lift the restriction. The Project Review Committee is made up of four (4) Board members. A quorum of the TIRZ Board is seven (7) because there are twelve (12) appointed members representing four (4) participating entities. There are six (6) City, two (2) Midland County, two (2) Midland Hospital District and two (2) Midland College appointed members. TIRZ Board members at the June 25, 2013 meeting are as follows:

Mark T. Wellen: Chairman, City of Midland
Michael Blonkvist: City of Midland
Ken Burgess: City of Midland
D. Link Grimes: Treasurer, City of Midland
John Kennedy: Vice Chairman, City of Midland
Randy Prude: Midland County
Steve Castle: Midland Community College District

RESOLUTION NO. _____

**RESOLUTION APPROVING THE AMENDED BYLAWS
OF THE MIDLAND TAX INCREMENT
REINVESTMENT ZONE NO. 1 (TIRZ)**

WHEREAS, on June 25, 2013, the board of directors of the TIRZ approved and adopted amended bylaws for the TIRZ and recommended to the City Council that the amended bylaws be approved; and

WHEREAS, the City Council finds it to be in the public interest to approve the amended bylaws of the TIRZ, which have been adopted by the board of directors of the TIRZ;

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

THAT the amended bylaws of the Midland Tax Increment Reinvestment Zone No. 1 (TIRZ), which are attached hereto, marked as Exhibit "A", and incorporated herein for all legal purposes, are hereby approved.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Genora Young, Downtown Development Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

BYLAWS OF TAX INCREMENT
REINVESTMENT ZONE NUMBER ONE
CITY OF MIDLAND, TEXAS

Adopted by the Board of Directors: November 14, 2001. Approved by the Midland City Council: January 8, 2002. Revision to Article II, Section 1 – Approved by the Midland City Council: February 27, 2007. Revision to Article II, Section 3 – Approved by the Midland City Council: October 8, 2013.

ARTICLE I

POWERS AND PURPOSES

Section 1 Financing Development or Redevelopment in the Zone. In order to implement the purposes for which Tax Increment Reinvestment Zone Number One, City of Midland, Texas (the "Zone") was formed, as set forth in the Ordinance No. 8005, dated March 20, 2001 creating the Zone, the City of Midland, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the "project plan" for the Zone as defined in the Texas Tax Increment Financing Act of the Texas Tax Code, Chapter 311, Vernon's Texas Codes Annotated, (the "Act").

Section 2. Books and Records: Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone unless otherwise delegated to the Board, and annually review any financial statements of the Zone.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office. The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone ("Board of Directors" or "Board"), subject to the restrictions imposed by law, the Ordinance creating the Zone, and these Bylaws. It is the intention of City Council that the Board of Directors shall function only in an advisory or study capacity with respect to the Zone and shall exercise only those powers, advisory in nature, which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

The Board of Directors shall consist of twelve (12) directors: six (6) of whom shall be appointed by the City Council of the City; two (2) of whom shall be appointed by the governing body of Midland County; two (2) of whom shall be appointed by the governing body of the Midland

County Hospital District; two (2) of whom shall be appointed by the governing body of Midland College; and one appointed by the Midland Independent School District to act as an Ex-Officio representative; provided, however, that if a taxing unit (other than the City) waives its right to appoint a member to the Board, as evidenced by written resolution duly adopted by the governing body of such taxing unit, the City may appoint such Board member in its stead.

As existing member of the Board of Directors (as of February 27, 2007) may serve for a maximum number of four (4) 2-year terms beginning March, or until their successors are appointed by the respective governing bodies. Terms of office for members, other than Chairman, shall not exceed two years. Mid-term appointees will fill the remainder of the retiring or terminating member's term before serving his/her own term that will immediately follow. A member of the Board of Directors whose term begins after March 1, 2007, shall be eligible to serve for a maximum number of three (3) 3-year terms beginning March, or until their successors are appointed by the respective governing bodies. (Res. 2007-072)

Any director may be removed from office by the taxing entity which appointed said director for cause deemed as sufficient for their removal in the interest of the public. Advance notice of intent to remove must be provided to the Board by the appointing authority.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit (i.e. City, County, Hospital District, Midland College) which such Board appointment shall be responsible for filling the vacancy.

Section 2. Meeting of Directors. The directors shall hold their meetings within a public building in the City as the Board of Directors may from time to time determine.

Section 3. Regular Meetings. Regular Meetings of the Board of Directors may be held at such times and places as shall be designated, from time to time, by resolution of the Board of Directors. All meetings of the board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, or strictly legal matters. Notice of all regular and special meetings of the Board shall be posted in accordance with the provisions of the Texas Open Meetings Act, Article 6252-17, and Vernon's Texas Civil Statutes. There shall be at least one Regular Meeting held each year in the month of April.

Section 4. Quorum. A majority of the directors fixed by the Ordinance creating the Zone shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Section 5. Conduct of Business. At the meeting of the Board of Directors, matters pertaining to the purpose of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the Chairman shall preside, and in the absence of the Chairman, the Vice Chairman shall exercise the power of the Chairman.

The Secretary of the Board of Directors shall act as secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act

as secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas.

Within ten days following each meeting, a copy of the minutes of the meeting shall be submitted to the City Secretary of the City.

Section 6. Compensation of Directors. Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

Section 7. Attendance. Board members shall make every effort to attend all Regular and Special meetings of the Board and/or Committees. The City Council may replace a City appointee of the Board or request replacement of an appointee from other taxing jurisdictions for non-attendance.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office. The officers of the Zone shall consist of a Chairman, a Vice Chairman, a Treasurer and a Secretary, and such other officers as the Board of Directors may from time to time elect or appoint, each of whom shall be a member of the Board; provided however that the City Council shall, on an annual basis, appoint the Chairman whose term shall begin on March 20. One person may not hold more than one office. Terms of office for officers, other than the Chairman, shall not exceed two years.

All officers, other than the Chairman, shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors.

A vacancy in the office of any officer, other than the Chairman, shall be filled by a vote of a majority of the Directors by the second regular meeting after the vacancy has occurred unless otherwise delayed by the Board.

Section 2. Powers and Duties of the Chairman. The Chairman shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, he/she shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

Section 3. Vice Chairman. The Vice Chairman shall have such powers and duties as may be assigned to him/her by the Board of Directors and shall exercise the powers of the Chairman during that officer's absence or inability to act. Any action taken by the Vice Chairman shall be conclusive evidence of the absence or inability to act of the Chairman at the time such action was taken.

Section 4. Treasurer. The Treasurer shall act as the financial reporting liaison to the City and shall have such powers and duties as may be assigned to him/her by the Board of Directors.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, he/she shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and he/she shall in general perform all duties incident to the office of Secretary subject to the control of the City Council and the Board of Directors.

Section 6. Staff. Staff functions for the Board of Directors may be performed by the City as directed by the City Manager or his designee. The City shall be reimbursed for the costs for such services performed in connection with the Zone.

ARTICLE IV

PROVISIONS REGARDING BYLAWS

Section 1. Effective Date. These Bylaws shall become effective only upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board of Directors, and
- (2) the approval of these Bylaws by the City Council.

Section 2. Amendments to Bylaws. These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application the amendment or amendments proposed to be made. If the City Council by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, the Board of Directors shall proceed to amend the Bylaws.

With approval from the Board of Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by resolution of the City Council and delivering the Bylaws to the Secretary of the Board of Directors.

Section 3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V

GENERAL PROVISIONS

Section 1. Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person

entitled hereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called for or convened. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if in time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 3. Approval or Delegation of Power by the City Council. To the extent that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by a certified copy of an ordinance, or resolution (if permissible), duly adopted by the City Council.

County Hospital District; two (2) of whom shall be appointed by the governing body of Midland College; and one appointed by the Midland Independent School District to act as an Ex-Officio representative; provided, however, that if a taxing unit (other than the City) waives its right to appoint a member to the Board, as evidenced by written resolution duly adopted by the governing body of such taxing unit, the City may appoint such Board member in its stead.

As existing member of the Board of Directors (as of February 27, 2007) may serve for a maximum number of four (4) 2-year terms beginning March, or until their successors are appointed by the respective governing bodies. Terms of office for members, other than Chairman, shall not exceed two years. Mid-term appointees will fill the remainder of the retiring or terminating member's term before serving his/her own term that will immediately follow. A member of the Board of Directors whose term begins after March 1, 2007, shall be eligible to serve for a maximum number of three (3) 3-year terms beginning March, or until their successors are appointed by the respective governing bodies. (Res. 2007-072)

Any director may be removed from office by the taxing entity which appointed said director for cause deemed as sufficient for their removal in the interest of the public. Advance notice of intent to remove must be provided to the Board by the appointing authority.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit (i.e. City, County, Hospital District, Midland College) which such Board appointment shall be responsible for filling the vacancy.

Section 2. Meeting of Directors. The directors shall hold their meetings within a public building in the City as the Board of Directors may from time to time determine.

Section 3. Regular Meetings. Regular Meetings of the Board of Directors may be held at such times and places as shall be designated, from time to time, by resolution of the Board of Directors. All meetings of the board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, or strictly legal matters. Notice of all regular and special meetings of the Board ~~and any committees thereof~~ shall be posted in accordance with the provisions of the Texas Open Meetings Act, Article 6252-17, and Vernon's Texas Civil Statutes. There shall be at least one Regular Meeting held each year in the month of April.

Section 4. Quorum. A majority of the directors fixed by the Ordinance creating the Zone shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Section 5. Conduct of Business. At the meeting of the Board of Directors, matters pertaining to the purpose of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the Chairman shall preside, and in the absence of the Chairman, the Vice Chairman shall exercise the power of the Chairman.

The Secretary of the Board of Directors shall act as secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 10/08/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing the execution of a Public Improvement Development Agreement with Universal Pressure Pumping, Inc. for the installation of water distribution improvements to serve the Universal Pressure Pumping site in the amount of \$174,510. The subject property is generally located along Industrial Ave. approximately 1,000' west of Midland Dr. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #2 – Love)

Purpose:

Consider a resolution authorizing the execution of a Public Improvement Development Agreement with Universal Pressure Pumping, Inc. for the installation of water distribution improvements to serve the Universal Pressure Pumping site in the amount of \$174,510. The subject property is generally located along Industrial Ave. approximately 1,000' west of Midland Dr. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #2 – Love)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

That the sum of \$174,510 is hereby appropriated from the Water and Sewer Fund (300) Unappropriated Fund Balance (5650) to the Water and Sewer Construction Fund (305) Engineering Services (080) Universal Pressure Pumping Water Improvements Project (9068).

Discussion:

City Staff recommends approval of the development agreement to loop the line in Industrial Ave and Midland Dr.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PUBLIC IMPROVEMENT DEVELOPMENT
AGREEMENT WITH UNIVERSAL PRESSURE
PUMPING, INC. FOR DEVELOPMENT OF
TIMBERLAND ADDITION, CITY AND COUNTY OF
MIDLAND, TEXAS (GENERALLY LOCATED ALONG
INDUSTRIAL AVENUE, APPROXIMATELY 1,000 FEET
WEST OF MIDLAND DRIVE); AND APPROPRIATING
FUNDS IN THE AMOUNT OF \$174,510.00 THEREFOR;
SAID AGREEMENT BEING AUTHORIZED BY
SECTION 395.081 OF THE TEXAS LOCAL
GOVERNMENT CODE**

WHEREAS, the developer of Timberland Addition, City and County of Midland, Texas, has requested City participation in the development of this addition; and

WHEREAS, the City Code allows City participation; and

WHEREAS, the City Council finds that in accordance with Section 395.081 of the Texas Local Government Code that the City of Midland will benefit from allowing the developer to connect to capital improvements by promoting the health, safety, and public welfare and providing for efficient and well-planned urban growth and development; and

WHEREAS, the City Council finds it to be in the public interest to execute a development agreement with Universal Pressure Pumping, Inc. which sets forth the extent of the City's participation in the construction of public improvements related to the development of the Timberland Addition, and to appropriate funds therefor;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a Public Improvement Development Agreement with Universal Pressure Pumping, Inc. Said agreement is marked as Exhibit "A", attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of \$174,510.00 is hereby appropriated from the Water and Sewer Fund (300) Unappropriated Fund Balance (5650) to the Water and Sewer Construction Fund (305) Engineering Services (080) Universal Pressure Pumping Water

Improvements Project (9068).

SECTION THREE. That the City Treasurer is hereby authorized and directed to pay for said agreement, in amount not to exceed \$174,510.00, out of funds that are available in the said budget account upon receipt of proper invoice or statement therefor approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT
BETWEEN UNIVERSAL PRESSURE PUMPING, INC.
AND THE CITY OF MIDLAND, TEXAS**

THIS PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT (“Agreement”) is made and effective this 9th day of October, 2013, by and between **UNIVERSAL PRESSURE PUMPING, INC.** (“Developer”) and the **CITY OF MIDLAND, TEXAS** (“City”), a home rule municipal corporation.

W I T N E S S E T H:

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Public Improvement Development Agreement for the construction of appropriate and necessary public facilities;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby agree to the terms set forth in this Agreement:

1. The Developer desires to develop the Property described as Timberland Addition. Pursuant thereto, the Developer agrees to make certain public improvements as set forth below. The improvements are more particularly described in specifications and contract documents related to the construction of the public improvements related to the development of the Property prepared by Dunaway Associates, L.P. (hereafter collectively called “the Specifications”). The Specifications are incorporated herein by reference and made a part hereof for all purposes, and Developer shall comply with the Specifications in the performance of all work pursuant to this Agreement. No amendment to the Specifications may be made without the written approval of the City Manager.

2. The public improvements to be constructed by Developer pursuant to this Agreement shall be generally described as follows:

See Exhibit “A”, attached hereto and incorporated herein by reference.

3. Developer must submit any bids it receives for the proposed public improvements to the City for approval prior to engaging any contractor or subcontractor in such work, which approval shall not be unreasonably withheld. If City fails to object within ten (10) days (excluding weekends and City holidays) after receipt from the Developer of the bid tabulations and written notification of whom the Developer intends to award the contract, the bid which the Developer indicated it is accepting shall be deemed to have been accepted by the City. The City reserves the right to reject any and all bids for work that involves City participation. In rejecting any bid pursuant to the provisions of this Paragraph 3, the City shall issue a notice of rejection in writing to the Developer stating each and every ground or reason relied upon by the City for such rejection.

4. Upon completion of the improvements called for in Paragraph 2, the Developer shall notify the City’s Director of Development Services for inspection. Project inspection for required public improvements will be done by the City during the construction phase. The City’s Director of Development Services shall cause such work to be inspected within five (5) days, excluding weekends and holidays, of being notified by the Developer. Notwithstanding anything herein to the contrary, project inspection must be completed prior to water or sewer systems being backfilled. If the Director of Development Services determines that all work has been completed in conformance with the Specifications, then the Director of Development Services shall give his approval for that improvement work.

5. After completion and acceptance of all work, the Developer must furnish to City an affidavit of all bills paid with respect to the completed work.

6. In consideration of the obligations incurred by the Developer pursuant to this Agreement, the City agrees to participate in the funding of the construction of the public improvements listed in Exhibit "A" attached hereto and incorporated herein by reference said amount to be no more than \$174,510.00. In no case shall the City's contributions to the public improvements required to be constructed on the Property exceed 30 percent of the actual cost of all the public improvements associated with the development without Developer complying with the applicable competitive sealed bid procedures set forth in state law and the ordinances and regulations of the City of Midland, Texas. If the City's contribution for public improvements for any contract exceeds 30 percent of the total cost of all public improvements associated with such contract and such public improvements were constructed without complying with said applicable competitive sealed bid procedures, then the City's maximum contribution under this contract for such phase shall not exceed 30 percent of the actual cost of all public improvements associated with the particular contract.

7. Developer will indemnify and hold harmless and defend City and all of City's officers, agents and employees from all suits, actions, claims, damages, personal injuries, including accidental death, losses, property damage and expenses of any character whatsoever, including attorney's fees, brought for or on account of any injuries or damages received or sustained by any person or persons or property, on account of any negligent act of Developer, its agents or employees, or any subcontractor, in the execution, supervision and operations growing out of or in any way connected with the performance of this Agreement,

and Developer will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including attorney's fees.

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

8. The Developer agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including

commissary incurred in the furtherance of the performance of this contract. When City so desires, the Developer shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

9. Developer shall obtain and maintain continuously in effect at all times during the construction of the public improvements described in Paragraph 2, above, at Developer's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the City.

A. The following requirements shall be met in regard to workers' compensation insurance coverage: Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/persons's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Developer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Developer providing services on the project, for the duration

of the project.

C. The Developer must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Developer's current certificate of coverage ends during the duration of the project, the Developer must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Developer shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Developer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Developer shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Developer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Developer shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Developer shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Developer, prior to that person beginning work on the

project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Developer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Developer:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Developer is representing to the governmental entity that all employees of the Developer who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Developer's failure to comply with any of these provisions is a breach of

contract by the Developer which entitles the governmental entity to declare the contract void if the Developer does not remedy the breach within 10 days after receipt of notice of breach from the governmental entity.

Developer shall also comply with the following:

L. Comprehensive General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Property, in at least the amount of \$250,000.00 per individual, \$1,000,000.00 per occurrence and \$100,000.00 with respect to property damage; said insurance shall name the City as an additional insured and shall waive all rights of subrogation against the City.

M. Automobile Liability Coverage on all motor vehicles owned, leased and/or operated by the Developer or its employees in amounts of not less than \$1,000,000.00 combined single limit or equivalent, provided, however, separate automobile coverage shall not be required if such coverage is provided under the Developer's comprehensive general liability policy. The insurance shall name the City as an additional insured and waive all rights of subrogation against the City.

All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which the Developer may carry.

10. **All insurance required pursuant to Paragraph 9, except worker's compensation, shall name the City as an additional insured.** The comprehensive general liability policy shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by the Developer in the indemnity and hold harmless provisions included in this Agreement. Developer's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the City. Developer shall furnish to the City a certificate of insurance showing City as an additional insured and evidencing that all of the herein stated requirements have been met. **All insurance coverage required pursuant to Paragraph 9 shall include in its provisions a waiver of any rights of subrogation against City.**

DEVELOPER SHALL CONTRACTUALLY REQUIRE ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS THAT WORK ON ANY PORTION OF THE WORK THAT IS THE SUBJECT OF THIS PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT TO OBTAIN INSURANCE COVERAGE THAT MEETS OR EXCEEDS THE MINIMUM AMOUNTS SPECIFIED HEREIN. ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS SHALL OBTAIN INSURANCE POLICIES THAT PROVIDE BLANKET WAIVERS OF SUBROGATION IN FAVOR OF THE CITY OF MIDLAND AND POLICIES THAT NAME THE CITY OF MIDLAND AS AN ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION).

11. Insurance must be approved by the City Attorney's office prior to this Agreement being executed.

12. This Agreement may be modified or amended only by the mutual consent of the parties hereto.

13. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

14. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

Universal Pressure Pumping, Inc.

6 Desta Dr., Suite 4400
Midland, Texas 79705
Attn: John Carnett

If to City:

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attn: City Engineer

15. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

16. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Midland County, Texas. Exclusive venue for any cause of action shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas.

17. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (TEX. CIV. PRAC. & REM. CODE §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

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

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

AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE DEVELOPER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

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

The City shall not have the right to control the means, methods or details of the Developer's work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

19. RELEASE: DEVELOPER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING UNDER OR ASSOCIATED WITH THIS AGREEMENT WHICH DEVELOPER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR CITY'S NEGLIGENCE.

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

21. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Developer or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of

this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Developer will settle, the physical and mailing addresses of Developer at the time and date the claim was presented and the physical and mailing addresses of Developer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Developer relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Developer that Developer's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

22. This agreement is made under the authority of Section 395.081 of the Texas Local Government Code and the laws of the State of Texas and Ordinances and the Charter of the City of Midland. The City finds in accordance with Section 395.081 of the Texas Local Government Code that the City of Midland will benefit from allowing the Developer

to connect to the capital improvements. The City finds that this benefit will promote the public health, safety, and public welfare of the citizens of Midland. The City finds that the benefit the City of Midland receives will be efficient and well-planned urban growth and development, in coordination with public services. The benefit is also that this agreement will help preserve and increase the ad valorem tax base of the City. The City finds that the Developer's land adjoins the capital improvement or is within five (5) miles of the capital improvement. The five (5) miles is the specified distance required in Section 395.081 of the Texas Local Government Code.

23. Notwithstanding any other provision hereof, the City shall not be obligated to provide payment to Developer under this Agreement until Developer has met all requirements of this Agreement, including, but not limited to, the City's approval of the improvement work as set forth in Paragraph 4 and the City's determination that Developer has furnished satisfactory evidence that all obligations described in Paragraph 8 have been paid, discharged or waived. Determination of whether Developer has furnished satisfactory evidence that all such obligations have been paid, discharged or waived shall be in the sole discretion of the City.

EXECUTED in duplicate the day and year first above written.

CITY OF MIDLAND, TEXAS

By: _____
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

UNIVERSAL PRESSURE PUMPING,
INC.

By: _____
John Carnett, President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN CARNETT, 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 UNIVERSAL PRESSURE PUMPING, INC., in the capacity therein stated.

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

Notary Public, State of Texas

Universal Pressure Pumping (Industrial Ave. & Midland Dr.)
Utility Improvements
Midland, TX

ENGINEER'S OPINION OF PROBABLE COSTS (Revised by DDB)
AS OF SEPTEMBER 30, 2013

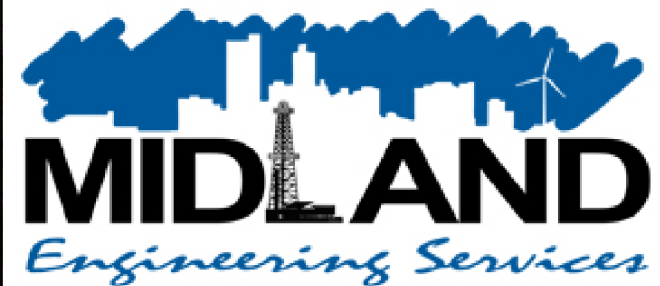
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	PRICE	Total	DEVELOPER SHARE	DEVELOPER COST	MIDLAND SHARE	MIDLAND COST
	WATER - Phase I								
1	8" C-900 PVC Water Main	LF	740	\$ 49.00	\$ 36,260.00	100.00%	\$ 36,260.00	0.00%	\$ -
2	6" C-900 PVC Water Main	LF	40	\$ 45.00	\$ 1,800.00	100.00%	\$ 1,800.00	0.00%	\$ -
3	8" Gate Valve	EA	1	\$ 1,500.00	\$ 1,500.00	100.00%	\$ 1,500.00	0.00%	\$ -
4	6" Gate Valve	EA	3	\$ 1,000.00	\$ 3,000.00	100.00%	\$ 3,000.00	0.00%	\$ -
5	Fire Hydrant	EA	2	\$ 3,580.00	\$ 7,160.00	100.00%	\$ 7,160.00	0.00%	\$ -
6	Ductile Iron Fittings	EA	4	\$ 520.00	\$ 2,080.00	100.00%	\$ 2,080.00	0.00%	\$ -
7	Tie to Existing Water Main	EA	1	\$ 1,000.00	\$ 1,000.00	100.00%	\$ 1,000.00	0.00%	\$ -
8	Erosion Controls	LS	1	\$ 700.00	\$ 700.00	100.00%	\$ 700.00	0.00%	\$ -
9	Barricades and Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	100.00%	\$ 1,000.00	0.00%	\$ -
10	Base Repair	LF	740	\$ 2.00	\$ 1,480.00	100.00%	\$ 1,480.00	0.00%	\$ -
	Total - Phase I				\$ 55,980.00		\$ 55,980.00		\$ -
	WATER - Phase II								
1	8" C-900 PVC Water Main	LF	2090	\$ 57.00	\$ 119,130.00	0.00%	\$ -	100.00%	\$ 119,130.00
2	6" C-900 PVC Water Main	LF	30	\$ 46.00	\$ 1,380.00	0.00%	\$ -	100.00%	\$ 1,380.00
3	8" Gate Valve	EA	1	\$ 1,490.00	\$ 1,490.00	0.00%	\$ -	100.00%	\$ 1,490.00
4	6" Gate Valve	EA	3	\$ 1,050.00	\$ 3,150.00	0.00%	\$ -	100.00%	\$ 3,150.00
5	Fire Hydrant	EA	3	\$ 3,700.00	\$ 11,100.00	0.00%	\$ -	100.00%	\$ 11,100.00
6	Ductile Iron Fittings	EA	7	\$ 510.00	\$ 3,570.00	0.00%	\$ -	100.00%	\$ 3,570.00
7	Tie to Existing Water Main	EA	1	\$ 2,700.00	\$ 2,700.00	0.00%	\$ -	100.00%	\$ 2,700.00
8	Pavement Repair	LF	1000	\$ 24.00	\$ 24,000.00	0.00%	\$ -	100.00%	\$ 24,000.00
9	Fiber Waddle	LS	1	\$ 5,140.00	\$ 5,140.00	0.00%	\$ -	100.00%	\$ 5,140.00
10	Barricades and Traffic Control	LS	1	\$ 2,850.00	\$ 2,850.00	0.00%	\$ -	100.00%	\$ 2,850.00
11	Base Repair	LF	1200	\$ 2.00	\$ 2,400.00	100.00%	\$ 2,400.00	0.00%	\$ -
	Total - Phase II				\$ 176,910.00		\$ 2,400.00		\$ 174,510.00
	WATER - Phase III								
1	8" C-900 PVC Water Main	LF	2425	\$ 80.00	\$ 194,000.00	100.00%	\$ 194,000.00	0.00%	\$ -
2	6" C-900 PVC Water Main	LF	40	\$ 46.00	\$ 1,840.00	100.00%	\$ 1,840.00	0.00%	\$ -
3	6" Ductile Iron Pipe	LF	20	\$ 71.00	\$ 1,420.00	100.00%	\$ 1,420.00	0.00%	\$ -
4	8" Gate Valve	EA	1	\$ 1,490.00	\$ 1,490.00	100.00%	\$ 1,490.00	0.00%	\$ -
5	6" Gate Valve	EA	5	\$ 1,050.00	\$ 5,250.00	100.00%	\$ 5,250.00	0.00%	\$ -
6	Fire Hydrant	EA	4	\$ 3,700.00	\$ 14,800.00	100.00%	\$ 14,800.00	0.00%	\$ -
7	Ductile Iron Fittings	EA	5	\$ 510.00	\$ 2,550.00	100.00%	\$ 2,550.00	0.00%	\$ -
8	1" Water Service Connection	EA	1	\$ 2,080.00	\$ 2,080.00	100.00%	\$ 2,080.00	0.00%	\$ -
9	2" Water Service Connection	EA	1	\$ 2,350.00	\$ 2,350.00	100.00%	\$ 2,350.00	0.00%	\$ -
10	6" Post Indicator Valve	EA	1	\$ 1,420.00	\$ 1,420.00	100.00%	\$ 1,420.00	0.00%	\$ -
11	Tie to Existing Water Main	EA	1	\$ 2,700.00	\$ 2,700.00	100.00%	\$ 2,700.00	0.00%	\$ -
12	Pavement Repair	LF	2100	\$ 24.00	\$ 50,400.00	100.00%	\$ 50,400.00	0.00%	\$ -
13	Fiber Waddle	LS	1	\$ 5,500.00	\$ 5,500.00	100.00%	\$ 5,500.00	0.00%	\$ -
14	Barricades and Traffic Control	LS	1	\$ 4,690.00	\$ 4,690.00	100.00%	\$ 4,690.00	0.00%	\$ -
	Total - Phase III				\$ 290,490.00		\$ 290,490.00		\$ -
	Contingency		15%		\$ 78,507.00				
Total (Base Bid) + Contingency					\$ 601,887.00		\$ 348,870.00		\$ 174,510.00
Cost Sharing							57.96%		28.99%

ENGINEERING DIVISION

Universal Pressure Pumping

Development Agreement

Loop Water Main along
Industrial Ave. & Midland Dr.



Map by DDB 9/30/2013



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing the execution of a Amendment to the Public Improvement Development Agreement with Brighton Country Development, LLC to allow the Engineer (Parkhill, Smith & Cooper) to request payment for Engineering Services for the portion of Briarwood Ave. widening and extension associtaed with the City Participation. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #4 – Trost)

Purpose:

Consider a resolution authorizing the execution of a Amendment to the Public Improvement Development Agreement with Brighton Country Development, LLC to allow the Engineer (Parkhill, Smith & Cooper) to request payment for Engineering Services for the portion of Briarwood Ave. widening and extension associtaed with the City Participation. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #4 – Trost)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funds were previously allocated through a Development Agreement with Brighton Country Development, LLC (Mike Black) at the December 18, 2013 Council Meeting.

Discussion:

The Cross Pointe Addition is located at the northwest corner of the Briarwood Ave. and Holiday Hill Rd. intersection. A Development Agreement requesting City participation for the construction of Briarwood Ave. (full width) between Holiday Hill Rd. and Avalon Dr. to the City of Midland arterial standards was approved at the December 18, 2012 Council Meeting.

The purpose of this amendment to the Cross Pointe Addition Development Agreement, is to allow Parkhill, Smith & Cooper to invoice the the City for Engineering services in connection with the City Participation portion of the Briarwood Ave. widening and extension project.

City Staff recommends approval of the proposed Amendment to the Cross Pointe Addition Development Agreement. Attached is a location map

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN ADDENDUM TO THE PUBLIC IMPROVEMENT
DEVELOPMENT AGREEMENT WITH BRIGHTON
COUNTRY DEVELOPMENT, LLC FOR
DEVELOPMENT OF CROSS POINTE ADDITION; SAID
AGREEMENT BEING AUTHORIZED BY SECTION
395.081 OF THE TEXAS LOCAL GOVERNMENT CODE**

WHEREAS, the City Council, by Resolution No. 2012-427, passed December 19, 2012, authorized the execution of a public improvement development agreement with Brighton Country Development, LLC, which set forth the extent of the City's participation in the construction of public improvements related to the development of Cross Pointe Addition; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of an addendum to said agreement;

**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, Texas, an addendum to the public improvement development agreement with Brighton Country Development, LLC. Said addendum is marked as Exhibit "A", attached hereto and incorporated herein for all purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE": _____

Council members voting "NAY": _____

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**ADDENDUM TO THE AGREEMENT BETWEEN
THE CITY OF MIDLAND, TEXAS AND
BRIGHTON COUNTRY DEVELOPMENT, LLC**

THIS ADDENDUM is made and effective October 9, 2013, by and between the City of Midland, Texas (“City”), a home-rule municipal corporation, and Brighton Country Development, LLC (“Developer”).

WHEREAS, the City and Developer are parties to that certain Public Improvement Development Agreement dated December 19, 2012 (the “Agreement”) regarding the development of the property described as Cross Pointe Addition, City and County of Midland, Texas; and

WHEREAS, said Agreement was authorized by the City Council by Resolution No. 2012-427; and

WHEREAS, the Agreement has been in full force and effect since its effective date, and has not been allowed to lapse; and

WHEREAS, the City and Developer desire to make certain amendments to said Agreement as shown below;

W I T N E S S E T H:

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

ARTICLE I.

Paragraph 23 of the Agreement is hereby amended to read as follows:

23. Notwithstanding any other provision of the Agreement, the City may provide payments to Developer upon presentation of a monthly invoice by Developer or Developer’s representative. Each monthly invoice shall set forth all fees and costs, including, but not limited to, any recent pay requests from Developer’s contractor and any recent invoices from Developer’s engineer, as well as proof of payment of previous pay requests and pay invoices. Within fifteen (15) business days of receipt of the monthly invoice, the City shall pay the full amount of such invoice; provided, however, that if the City objects to any portion of the invoice, the City shall notify Developer or Developer’s representative of the City’s objection and the grounds therefor within fifteen (15) business 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 15-day period for payment. The City shall not be obligated to provide payment to Developer until Developer has met all the requirements of the Agreement applicable up to the date of requested funds, including, but not limited to, (i) the City's approval of the improvement work to date as set forth in Paragraph 4, and (ii) the City's determination that Developer has furnished satisfactory evidence that all obligations described in Paragraph 8 have been paid, discharged or waived. Determination of whether Developer has furnished satisfactory evidence that all such obligations have been paid, discharged or waived shall be in the sole discretion of the City.

ARTICLE II.

The Agreement, inclusive of this Addendum, shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By: _____
Courtney Sharp, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

B R I G H T O N C O U N T R Y
DEVELOPMENT, LLC

By: _____
Mike Black, Partner

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared MIKE BLACK, 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 BRIGHTON COUNTRY DEVELOPMENT, LLC, in the capacity therein stated.

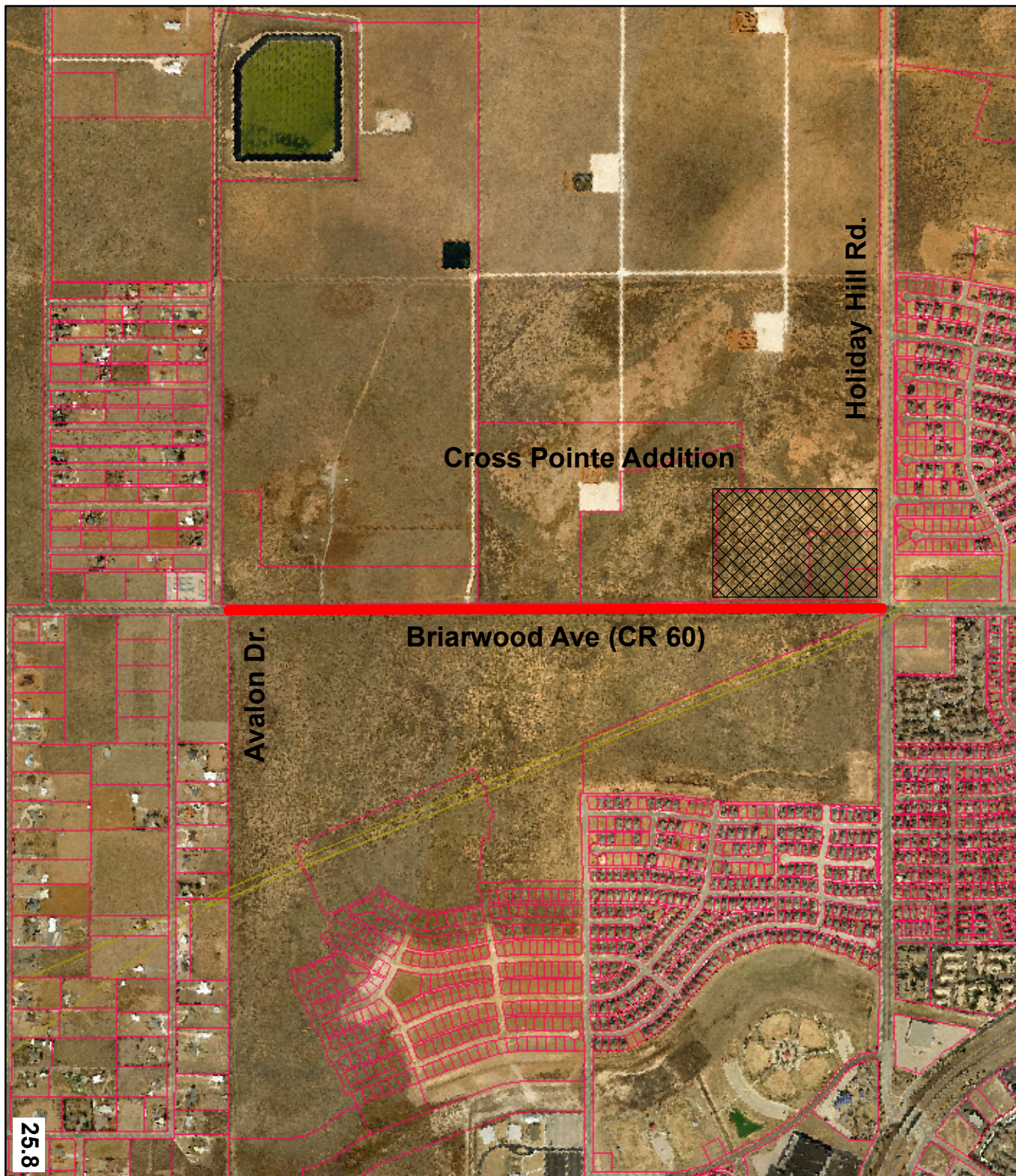
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

Notary Public, State of _____

ENGINEERING DIVISION

Cross Pointe Addition

Amend Development Agreement



Map by DDB 9/30/2013



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing City Staff to advertise a Request for Qualifications (RFQ) for Engineering firms to provide professional services to perform requested Engineering tasks on an as needed basis. (City Wide)

Purpose:

Consider a resolution authorizing City Staff to advertise a Request for Qualifications (RFQ) for Engineering firms to provide professional services to perform requested Engineering tasks on an as needed basis. (City Wide)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No fiscal impact at this time. A Professional Service Agreement will be negotiated with a selected Engineering Firm for each project and presented to council for approval.

Discussion:

The intent of this item is to advertise a Request For Qualifications (RFQ) for municipal engineering services. Once the Engineering Firms have provided the necessary documentation, Engineering Services staff will review the submittals and select a pool qualified Engineering Firms. The selected Engineering Firms will be pre-qualified to provide Engineering Services on an as needed basis to the City for a term of one year.

Once the review and selection process is complete, Engineering Services staff may select any one of the pre-qualified Engineering Firms to negotiate a Professional Services Agreement for a specific project. This course of action will speed up the process of out-sourcing Engineering Services for multiple smaller projects (Engineering fee less than \$100,000), while allowing the City to select the most qualified Engineering Firm on a project specific basis from a pre-qualified pool.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ADVERTISE A REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL SERVICES FOR FIRMS TO
PROVIDE ENGINEERING DESIGNS AND STUDIES ON
AN AS-NEEDED BASIS; AUTHORIZING THE CITY
MANAGER TO NEGOTIATE PROFESSIONAL
SERVICES AGREEMENTS FOR SAID SERVICES; AND
PROVIDING THAT SAID AGREEMENTS SHALL NOT
BECOME EFFECTIVE UNTIL APPROVED BY THE
CITY COUNCIL**

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, or his designee, to advertise a request for qualifications for professional services for firms to provide engineering designs and studies on an as-needed basis; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, or his designee, to negotiate professional services agreements with the most qualified providers of said professional services;

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

SECTION ONE. That the request for qualifications for said professional services, which is attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby approved.

SECTION TWO. That the City Manager, or his designee, is hereby authorized and directed to advertise said request for qualifications and to negotiate professional services agreements for said professional services with the most qualified providers. Provided, however, that no such agreement shall become effective until approved by the City Council.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Date

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Attn: XXXXXXXXXXXXX

Re: Request for Qualifications (RFQ)

The City of Midland, (hereinafter “City”) is seeking concise letters of interest and a Statement of Qualifications (SOQ) from parties interested in assisting the City’s Engineering Services Department by providing On-Call Professional Services for the following services.

SERVICES

The selected submitter(s) will be capable of performing at least one or more the following services under this agreement:

1. Provide engineering, design, and administrative services in connection with drainage improvement projects as defined in the City’s drainage study and City wide comprehensive drainage plan.
 - a. Prepare construction plans for drainage improvements.
 - b. Gather essential field data and develop a preliminary plan for review by City Staff.
 - c. Make presentation(s) to City staff, City Council, and/or to the public as necessary.
 - d. Collect feedback from City staff and prepare a report with recommendation and implementation schedule.
2. Provide engineering, design, and administrative services in connection with roadway improvement projects.
 - a. Prepare roadway construction plans for infrastructure improvements.
 - b. Gather essential field data and develop a preliminary plan for review by City Staff.

- c. Make presentation(s) to City staff, City Council, and/or to the public as necessary.
 - d. Collect feedback from City staff and prepare a report with recommendation and implementation schedule.
- 3. Provide traffic engineering, design, and administrative services in connection with the recommendations of the City wide traffic analysis.
 - a. Perform an analysis of localized existing traffic system;
 - b. Perform essential field studies and develop a preliminary report for review by City Staff.
 - c. Make presentation(s) to City staff and/or City Council as necessary.
 - d. Collect feedback from City staff and prepare plans with recommendation and implementation schedule.
- 4. Provide real estate services,
 - a. Perform deed/title research as requested by City staff;
 - b. Perform essential field and boundary surveys to develop preliminary reports for review by City Staff.
 - c. Collect feedback from City staff and prepare field notes, boundary surveys, plats, etc.
 - d. Make presentation(s) to City staff and/or City Council as necessary.

QUALIFICATIONS

The Statement of Qualifications should include:

- 1. Resumes of the proposed project team including at least one professional with a minimum of five (5) years experience in the development, management and oversight of traffic flow analysis;
- 2. Demonstrated familiarity with the City of Midland's standards, codes, and policies;
- 3. References including project descriptions and client contact information for recent similar projects in which the proposed project team was directly involved;
- 4. Availability of key personnel and ability to commit their time throughout the life of the project;

SELECTION

The City will select up to (5) five firms for on-call services to provide services for (3) three years. The City will make its selection from those responding to this RFQ. If deemed necessary by the City, interviews with the firms deemed most qualified, may be conducted. Once the selections are made, the chosen firms will be requested to submit a detailed scope of work and fee schedule or cost estimate for each project they are selected to perform for the City. If a mutually satisfactory agreement cannot be reached with the selected professional, negotiations will be terminated with that firm and the negotiation process may be initiated with the next most qualified firm. The process may be repeated until a mutually satisfactory agreement is reached. The City maintains the right to terminate the selection process at any time if they feel it is in the best interest of the project. At such time as an agreement is reached, City staff will make a recommendation to the City Council to execute a contract pursuant to the agreement and subject to the availability of funding. The City reserves the right to accept or reject any or all proposals and to accept what in the judgment of the Mayor and City Council is the most advantageous proposal. Agreements per On-call project will be capped at \$100,000 in consulting fees.

SUBMITTAL

Three (3) copies of the Statement of Qualifications should be submitted. The submittal should not include fees or any other cost estimates. The entire qualification package can be no more than 30, one-sided pages. Text is to be presented in Times 12 format with minimum margins of one-inch on all sides. The total page number shall include all corporate brochures and materials that may be submitted with the Statement of Qualifications. Failure to include all requested information in the qualifications package or follow the format guidelines included herein shall be grounds for disqualification from consideration.

Statements of Qualifications are to be submitted no later than 5:00 p.m., on TBA, 2013, to the following:

City of Midland
Engineering Services
PO Box 1152
Midland, Texas 79702
Attn: Jose E. Ortiz

Street Address:
300 North Loraine
Midland, Texas 79701

Only timely submittals received from invited firms will be considered.

WAIVER

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

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.
2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.
3. ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.
4. AWARD OF CONTRACT.

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

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

B. WAIVER OF ATTORNEY FEES

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

DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED).

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

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

QUESTIONS REGARDING THIS REQUEST

Questions should be directed to:

Engineering Services Director
Phone No. (432) 685-7288
Fax No. (432) 683-1786

Very truly yours,

Jose E. Ortiz
Engineering Services Director



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing City Staff to renew the Water / Wastewater / FH Taps project with TEC Excavation, Inc. for a term of 6 months in the amount of \$500,000 (City Wide)

Purpose:

Consider a resolution authorizing City Staff to renew the Water / Wastewater / FH Taps project with TEC Excavation, Inc. for a term of 6 months in the amount of \$500,000 (City Wide)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

That the sum of \$500,000 is hereby appropriated from the Water and Sewer Fund (300) Unappropriated Fund Balance (5650) to the W / WW / FH Tap Project 2 (9049)

Discussion:

TEC Excavation, Inc. was awarded the Water / Wastewater / Fire Hydrant Taps project at the June 25, 2013 Council Meeting. The notice to proceed was issued on July 22, 2013. During this contract term, the contractor has installed over 120 taps and constructed several water and wastewater extensions. As of September 27, 2013 the City has expended 73% of the project funds and at the current rate of progress will likely expend all of the funds before the end of October.

This has been a successful project, the contractor has averaged between 10-20 taps per week, thus reducing the wait time of the installation of taps to less than 30 days. In addition, the project has allowed the water and wastewater maintenance crews to concentrate on other tasks.

The contract (Item #12 - Special Conditions) allows the City upon written mutual agreement with the Contractor, to renew the contract up to 2 additional terms. Based on the success of this contract, City staff recommends renewing the Water, Wastewater and Fire Hydrant Taps project with TEC Excavation, Inc. in the amount of \$500,000 for a term of 6 months. This will be their first renewal.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE RENEWAL OF
THE CONTRACT WITH TEC EXCAVATION, INC. FOR
THE WATER, WASTEWATER AND FIRE HYDRANT
TAPS PROJECT FOR ONE (1) ADDITIONAL SIX (6)
MONTH TERM; AND APPROPRIATING \$500,000
THEREFOR**

WHEREAS, the City Council previously authorized the execution of a contract with TEC Excavation, Inc. for the Water, Wastewater and Fire Hydrant Taps Project; and

WHEREAS, said contract was for an initial term of six (6) months, which could be renewed for two (2) additional six (6) month terms if agreed to by the parties; and

WHEREAS, the City Council finds it to be in the public interest to renew said contract for one (1) additional six (6) month term;

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

SECTION ONE. That the City Manager, or his designee, is hereby authorized and directed to renew the contract with TEC Excavation, Inc. for the for the Water, Wastewater and Fire Hydrant Taps Project for one (1) additional six (6) month term.

SECTION TWO. That the City Manager, or his designee, is hereby authorized and directed to obtain written confirmation for TEC Excavation, Inc. that it agrees to and accepts one (1) additional six (6) month term under the same terms and conditions.

SECTION THREE. That the sum of \$500,000.00 is hereby appropriated from the Water and Sewer Fund (300) Unappropriated Fund Balance (5650) to the W / WW / FH Tap Project 2 (9049).

SECTION FOUR. That the City Treasurer is hereby authorized and directed to pay TEC Excavation, Inc., pursuant to the terms of said contract, from funds appropriated herein upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by

the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Project # U13-03-0000 (Water, Wastewater & Fire Hydrant Tap Project)

Project # U12-03-0000 (Water, Wastewater & Fire Hydrant Tap Project)				TEC EXCAVATION	
Water Improvements					
Item	Description	Quantity	Unit	Unit Price	Amount
1	8" C-900 DR 18	500	LF	\$45.00	\$22,500.00
2	6" C-900 DR 18	500	LF	\$40.00	\$20,000.00
3	4" C-900 DR 18	250	LF	\$35.00	\$8,750.00
4	6" DIP Pressure Class 150	250	EA	\$60.00	\$15,000.00
5	12" Tapping Sleeve	4	EA	\$2,250.00	\$9,000.00
6	10" Tapping Sleeve	4	EA	\$1,900.00	\$7,600.00
7	8" Tapping Sleeve	4	EA	\$1,750.00	\$7,000.00
8	6" Tapping Sleeve	10	EA	\$1,620.00	\$16,200.00
9	4" Tapping Sleeve	4	EA	\$1,570.00	\$6,280.00
10	8" Gate Valve (MJ X MJ/F)	10	EA	\$1,370.00	\$13,700.00
11	6" Gate Valve (MJ x MJ/F)	30	EA	\$980.00	\$29,400.00
12	4" Gate Valve (MJ x MJ/F)	10	EA	\$840.00	\$8,400.00
13	Fire Hydrant	10	EA	\$3,500.00	\$35,000.00
14	Ductile Iron Fittings	4	TN	\$5,970.00	\$23,880.00
15	8" Mechanical Joint Restraint	30	EA	\$200.00	\$6,000.00
16	6" Mechanical Joint Restraint	30	EA	\$190.00	\$5,700.00
17	4" Mechanical Joint Restraint	10	EA	\$180.00	\$1,800.00
18	12" Tapping Saddle	10	EA	\$440.00	\$4,400.00
19	10" Tapping Saddle	10	EA	\$430.00	\$4,300.00
20	8" Tapping Saddle	25	EA	\$310.00	\$7,750.00
21	6" Tapping Saddle	25	EA	\$290.00	\$7,250.00
22	4" Tapping Saddle	10	EA	\$330.00	\$3,300.00
23	1" Water Service Connection (0' - 5' Depth)	50	EA	\$950.00	\$47,500.00
24	1" Polyethylene Tubing (Including Trenching)	500	LF	\$8.00	\$4,000.00
25	2" Water Service Connection (0' - 5' Depth)	10	EA	\$1,510.00	\$15,100.00
26	2" Polyethylene Tubing (Including Trenching)	250	LF	\$11.00	\$2,750.00
27	Additional Depth (5'-15')	30	VF	\$35.00	\$1,050.00
		TOTAL WATER BID		\$333,610.00	
Wastewater Improvements					
Item	Description	Quantity	Unit	Unit Price	Amount
1	8" Wastewater main	250	LF	\$43.00	\$10,750.00
2	6" Wastewater main	250	LF	\$41.00	\$10,250.00
3	6" Wastewater Service Connection	10	EA	\$2,000.00	\$20,000.00
4	4" Wastewater Service Connection	50	EA	\$1,800.00	\$90,000.00
5	6" SDR 35 Wastewater Lateral & Trenching (0' - 5' Depth)	200	LF	\$43.00	\$8,600.00
6	4" SDR 35 Wastewater Lateral & Trenching (0' - 5' Depth)	1000	LF	\$40.00	\$40,000.00
7	Additional Depth of Trenching Including Trench Safety (Depth (5' - 15' Depth)	200	VF	\$150.00	\$30,000.00
8	Additional Depth of Trenching Including Trench Safety (greater than 15"Depth)	50	VF	\$150.00	\$7,500.00
		TOTAL WW BID		\$217,100.00	
Pavement Improvements					
Item	Description	Quantity	Unit	Unit Price	Amount
1	Base Rock Utility Cut Repair	5000	SF	\$4.00	\$20,000.00
2	Asphalt Utility Cut Repair	2000	SF	\$5.00	\$10,000.00
3	Concrete Utility Cut Repair	500	SF	\$12.00	\$6,000.00
4	Job Site Safety and Traffic Control (Arterial)	10	EA	\$2,000.00	\$20,000.00
5	Job Site Safety and Traffic Control (Collector and Local)	40	EA	\$1,250.00	\$50,000.00
6	Job Site Safety and Traffic Control (Alley and Easement)	80	EA	\$500.00	\$40,000.00
		TOTAL PVMT BID		\$146,000.00	
		TOTAL BASE BID:		\$696,710.00	

SPECIAL PROVISIONS

1. SCOPE OF WORK:

Included in this Project will be water mains and service taps, wastewater mains and service taps and fire hydrants including necessary backfill and pavement repair to be performed as outlined in the Plans and Specifications, to satisfactorily complete the work.

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

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

2. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans shall be submitted 48 hours prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

3. PAYMENT:

The Contractor will receive full payment from the Owner for each work order when the work order is 100% complete.

4. DETOURS:

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

During the excavation of this project, it will be required that all excess material will be disposed of. Excess excavation will be disposed of at locations approved by the Engineer.

Site cleanup work shall be done for this project as soon as possible. No more than three calendar days shall elapse after completion of construction before the roadway and right -of-way is cleaned up to the satisfaction of the Engineer.

5. WASTE MATERIAL:

Excess material from excavation and other construction will become the property of the Contractor. Excess excavation will be disposed of at locations approved by the Engineer. No material shall be placed on private property or City property without the approval of the Engineer and the property owner.

6. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property shall be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care should be taken to

address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

7. CONSTRUCTION SCHEDULE:

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

8. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

“WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES”

- 2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.
- 3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.
- 4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor’s sole cost and expense.
- 5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

9. EXAMINATION OF SITE:

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

10. COMPLIANCE:

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

11. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the low bidder based on the total of the quantities and unit prices. Once the low bidder is selected, the project will be awarded in the amount of \$500,000.

12. RENEWAL OF CONTRACT:

If the Owner and Contractor agree in writing, the contract may be renewed for up to two (2) additional 6 month terms.



City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: 10/08/2013

TO: City Council / City Manager

FROM: Jeff Cohen, Assistant City Engineer

SUBJECT: Consider a motion on a request by Schumann Engineering Company, Inc. for the Llano Estacado Addition — Section 3, to approve items requested for deferral, and to waive the associated public improvement guarantee. The subject property is Lot 1, Block 2, Llano Estacado Addition Section 3, an approximate 14.3 acre addition located on Golden Gate Drive approximately 850' south of Mockingbird Lane. (District #4 — Trost)

Purpose:

Consider a motion on a request by Schumann Engineering Company, Inc. for the Llano Estacado Addition — Section 3, to approve items requested for deferral, and to waive the associated public improvement guarantee. The subject property is Lot 1, Block 2, Llano Estacado Addition Section 3, an approximate 14.3 acre addition located on Golden Gate Drive approximately 850' south of Mockingbird Lane. (District #4 — Trost)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

The developer is requesting to waive the costs of deferring construction of the public improvements associated with platting this property.

The value of the associated public improvements have been calculated by Engineering Services staff to be \$369,153, based on approximately 510 feet of property frontage along both Golden Gate and Avalon Drives, as follows:

Water Distribution	\$ 0.00
Wastewater Collection	\$ 138,507.00
Paving	\$ 230,646.00
Sidewalk	\$ 0.00
Drainage	\$ 0.00

Total Value of Deferral	\$ 369,153.00
-------------------------	---------------

Cash deposit or other acceptable security

\$ 0.00

An Opinion of Probable Cost, calculated by Engineering Services staff is attached.

Discussion:

Llano Estacado Addition — Section 3 is generally located in the City Limits of Midland, in Midland County, in northwest Midland. More specifically, the subject property is located on the east side of Golden Gate Dr. approximately 850' south of Mockingbird Lane.

Schumann Engineering Co., Inc., on behalf of Mr. Thomas Veatch, the land owner and developer, is proposing to plat the property and defer the public improvements. Below is a discussion of the public infrastructure and deferral request related to the development of the property associated with this plat:

1. Water Distribution: Public infrastructure is in place and the property is connected to the City's public water distribution system. In addition, the Owner has agreed to install a 6" water main and fire hydrant to provide fire protection to the site. Therefore, a deferral of water distribution improvements is not necessary.
2. Wastewater Collection: The applicant is requesting a deferral of wastewater collection improvements.
 - * The nearest connection to the City of Midland's wastewater collection system is greater than 1 mile — a total of 6800 feet down Avalon Drive and along Briarwood Avenue near the Bush Tennis Center.
 - * The likelihood of infrastructure construction based on the distance from the nearest existing point of connection to the wastewater collection system results in a 100% reduction in cash deposit or other acceptable security.
 - * A deferral of public infrastructure construction and a waiver of associated construction costs were previously granted for wastewater collection for this property.
3. Paving: The applicant is requesting a deferral of paving improvements and curb-and-gutter improvements along the frontage of Golden Gate and Avalon Drives.
 - * Access to the site is provided along Golden Gate Drive (2-lane County standard pavement); Avalon Drive (also 2-lane County standard pavement) is an arterial thoroughfare along which the subject property fronts.
 - * The existing pavement sections do not meet the City standard (width, no curb & gutter).
 - * The nearest connection to the City's pavement system with curb & gutter is nearly $\frac{3}{4}$ mile to Briarwood Avenue, which is a current Capital Improvement Program project to improve the roadway to City standards.
 - * The likelihood of infrastructure construction based on the distance from the nearest existing City standard street results in a 75% reduction in cash deposit or other acceptable security.
 - * The subject property is zoned AE, for which developers are not required to construct streets to curb-and-gutter standards in accordance with the City of Midland Subdivision Regulations, Section 11-2-6(B)(1).
 - * A deferral of public infrastructure construction and a waiver of associated construction costs were previously granted for paving improvements for this property.

4. Drainage: A Drainage Study for this site will not be required.

5. Sidewalk: The applicant is requesting to defer sidewalks.

- * Sidewalk construction is typically accomplished during the building permit phase (builder constructs the sidewalk).
- * Sidewalks are typically not required in subdivisions zoned AE.

Staff supports this deferral request. Attached is a location map, along with a deferral justification from Schumann Engineering Co., Inc.



SCHUMANN ENGINEERING CO., INC.

Civil Engineering ~ Land Surveying

Max A. Schumann, Jr.
PE, RPLS 1951 to 2012

Cynthia Ann Klatt, President
Ben Sanchez, PE
R J Daum, RPLS

408 North Pecos Street ~ P. O. Box 504 ~ Midland, Texas 79702-0504
Office (432) 684-5548 ~ Fax (432) 684-6973

March 19, 2013

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



Subject: Llano Estacado, Section 3

Dear Mr. Beard:

Mr. Thomas Veatch is the owner of lot 1, block 2, Llano Estacado, Section 2, a subdivision in the city and county of Midland, Texas. Mr. Veatch wishes to subdivide this lot into two lots with no proposed development. See attached map

Sewer

Schumann Engineering, on behalf of Mr. Thomas Veatch (Property Owner), requests that the City Council defer public improvements for the installation of an offsite sewer main line extension along Golden Gate Drive and along Avalon Avenue, with lengths of 8700 feet and 7300 feet respectively. The nearest sewer connection is over a mile away from the property, along Briarwood Avenue to the south and east. Deferral is requested per section XI Chapter 2 11-2-5(A)3(b)(3), Non-accessible wastewater facilities.

See attached Cost Spreadsheet and map

Sidewalk

Schumann Engineering, on behalf of Mr. Thomas Veatch (Property Owner), requests that the City Council defer public improvements for the installation of sidewalk along Golden Gate Drive and Avalon Avenue frontage, with a total length of 1012 feet, as there is no existing sidewalk in this established neighborhood. The nearest sidewalk is approximately 7700 feet away from the property.

See attached Cost Spreadsheet and map

Water

Mr. Veatch is currently connected to the city's water system.

Paving

Both Golden Gate Drive and Avalon Avenue are paved to city and county standards.

Curb and Gutter

Schumann Engineering, on behalf of Mr. Thomas Veatch (Property Owner), requests that the City Council defer public improvements for the installation of curb and gutter along Golden Gate Drive and Avalon Avenue frontage, with a total length of 1012 feet, as there is no curb and gutter currently installed in this established neighborhood. The nearest curb and gutter is 7700 feet away from the property.

See attached Cost Spreadsheet and map

Drainage

A drainage statement has been prepared and is hereby submitted for approval.

Should you have any questions regarding this deferral request or need additional information, please do not hesitate to contact me at (432) 684-5548 or by email at ben@schumannonline.net

Respectfully,



Ben Sanchez, P.E.
Schumann Engineering Co., Inc.

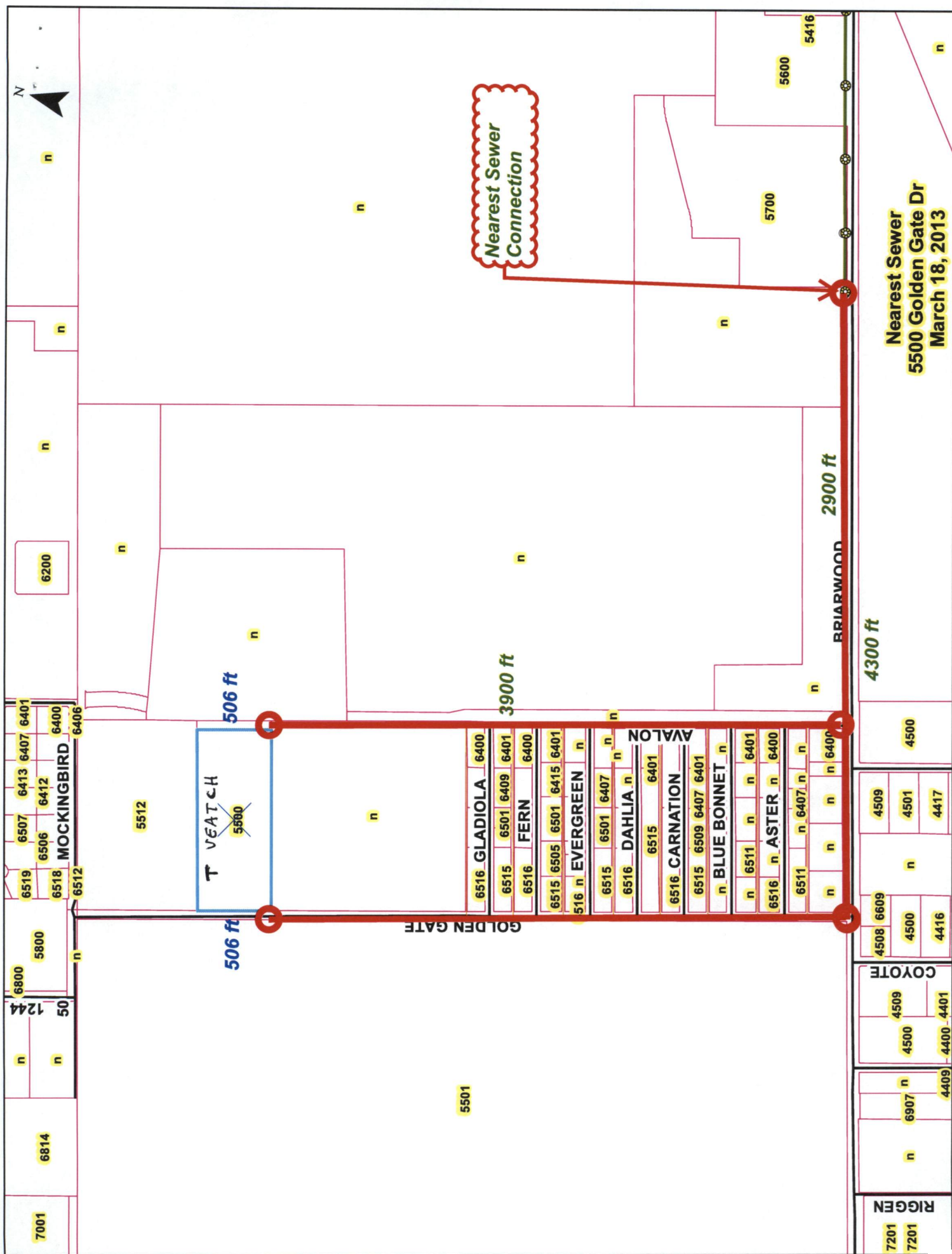


Enclosures:

- 1.) Preliminary Plat
- 2.) Cost spreadsheet for Sewer, Sidewalk, Curb and Gutter
- 3.) Drainage Plan

cc: Thomas Veatch
P.O. Box 50813
Midland, TX 79710

Jim Compton, Senior Planner
City of Midland Planning Department
P.O. Box 1152
Midland, TX 79702



Summary of Public Improvements - Opinion of Probable Cost

Location:	Llano Estacado
Engineer:	Jeffrey H Cohen, PE, Asst City Engr

Summary	Total
Wastewater Collection Improvements	\$138,507.00
Water Distribution Improvements	\$0.00
Storm Sewer Improvements	\$0.00
Paving Improvements	\$230,646.00
Construction Total	\$369,153.00

Wastewater Collection - Opinion of Probable Cost

Location: Llano Estacado
 Engineer: Jeffrey H Cohen, PE, Asst City Engr

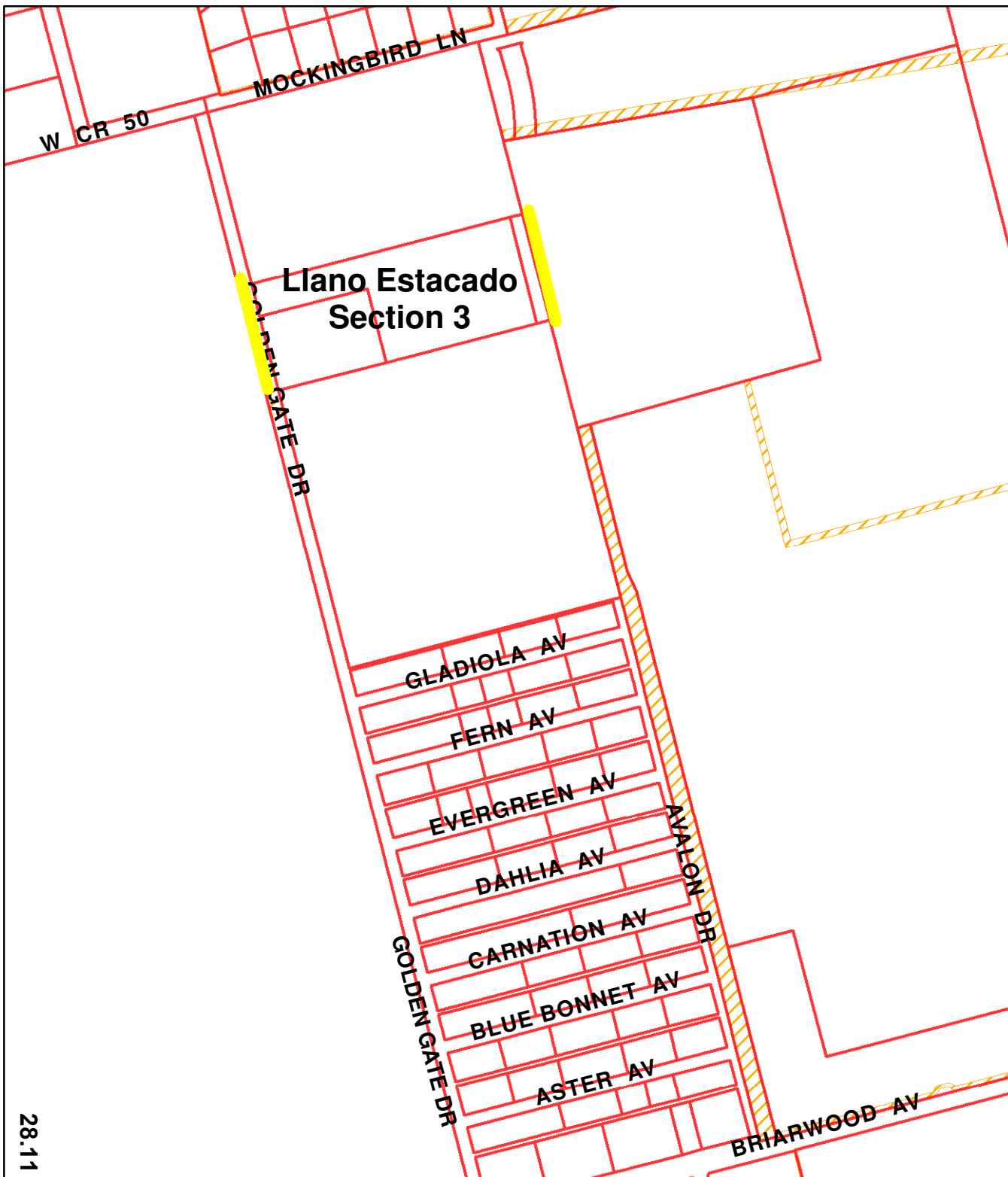
Wastewater Main Improvements	Quantity	Unit	Unit Price	Total
12" SDR 35 PVC	0	LF	25.00	0.00
8" SDR 35 PVC	1020	LF	15.00	15300.00
6" SDR 35 PVC	0	LF	13.00	0.00
Trenching/Backfill 0'-5'	0	LF	20.00	0.00
Trenching/Backfill 5'-8'	1020	LF	22.00	22440.00
Trenching/Backfill 8'-10'	0	LF	25.00	0.00
Trenching/Backfill 10'-12'	0	LF	30.00	0.00
Trenching 12'-14'	0	LF	35.00	0.00
Imported Backfill Material	1009.80	TN	15.00	15147.00
Imported Backfill Material - Unit Weight	120.00	PCF		
Replacement Manhole	0	EA	5000.00	0.00
New Manhole	2	EA	3500.00	7000.00
Remove Manhole	0	EA	1000.00	0.00
Manhole Extra Depth (MH>5')	0	VF	400.00	0.00
Connect to Existing MH	0	EA	500.00	0.00
24" Bore & Steel Encasement	0	LF	480.00	0.00
18" Bore & Steel Encasement	0	LF	360.00	0.00
12" Bore & Steel Encasement	0	LF	240.00	0.00
4" Wastewater Service	2	EA	550.00	1100.00
6" Wastewater Service	0	EA	750.00	0.00
Volume - Flowable Fill (3 Sac)	113.33	CY	105.00	11900.00
Length of Flowable Fill (3 Sac)	1020	LF		
Depth of Flowable Fill (ft)	1.00	FT		
Asphalt Pavement Repair	1020	LF	20.00	20400.00
Concrete Pavement Repair	0	LF	25.00	0.00
Erosion Protection (\$/100LF)	10.2	cLF	500.00	5100.00
Trench Protection (Trenching > 5')	1020	LF	2.00	2040.00
Traffic Control / Job Site Safety	10.2	cLF	150.00	1530.00
Construction Staking (\$/100LF)	10.2	cLF	250.00	2550.00
Contingency (nearest \$1000)	15%			16000.00
Construction Total				\$120,507.00
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	10%			12000.00
Construction Administration	5%			6000.00
TOTAL				\$138,507.00

Paving - Opinion of Probable Cost

Location: Llano Estacado
 Engineer: Jeffrey H Cohen, PE, Asst City Engr

Paving Width	31
Length of Paving	1020
Base Rock Depth - Bottom Lift (in)	6
Base Rock Depth - Top Lift (in) - (6" min - 8" max)	6
Base Rock Unit Weight (95% Standard Proctor)	120
Base Rock waste	0%
HMAC thickness (in)	4
HMAC waste	0%

Paving Improvements	Quantity	Unit	Unit Price	Total
ROW Preparation	1020	LF	10.00	10200.00
24" Curb & Gutter	1020	LF	15.00	15300.00
Excavation	1247.00	CY	5.00	6235.00
Scarify / Shape / Compact Sub-grade	3967.00	SY	3.50	13884.50
Base Rock - Bottom Lift (Material Only)	1010.00	TN	9.50	9595.00
Base Rock - Top Lift (Material Only)	826.00	TN	9.50	7847.00
Shape / Compact Base Rock - Bottom Lift	3967.00	SY	3.50	13884.50
Shape / Compact Base Rock - Top Lift	3060.00	SY	3.50	10710.00
Tack Coat	3060.00	SY	1.00	3060.00
HMAC (Material Only)	673.00	TN	80.00	53840.00
Installation of HMAC Surface Course	3060.00	SY	4.00	12240.00
Erosion Protection (\$/100 LF)	10.2	LS	1000.00	10200.00
Construction Staking (\$/100LF)	10.2	LS	500.00	5100.00
Traffic Control / Job Site Safety (\$/100LF)	10.2	LS	250.00	2550.00
Contingency (nearest \$1000)	15%			26000.00
Construction Total				\$200,646.00
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	10%			20000.00
Construction Administration	5%			10000.00
TOTAL				\$230,646.00



ENGINEERING DIVISION

Deferral Llano Estacado Section 3

Wastewater & Paving
Improvements



Map by JHC 10/08/2013



City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a motion to renew the existing blanket deferral for wastewater collection and paving improvements for one year withing the Country Sky Addition, and to waive the associated public improvement guarantee. (District #4 – Trost)

Purpose:

Consider a motion to renew the existing blanket deferral for wastewater collection and paving improvements for one year withing the Country Sky Addition, and to waive the associated public improvement guarantee. (District #4 – Trost)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Deferral of wastewater and paving improvements for all property located within the Country Sky Addition.

Deferral recommendations are based on the model Deferral Process previously presented at the council briefing.

Discussion:

This item is a renewal of a previous blanket deferral that was approved at the October 23, 2012 council meeting.

The Country Sky Addition is positioned in the City of Midland, between Briarwood Avenue, SH 158, the future Wadley Avenue extension, and immediately west of the Avalon Rd. section line.

The following discussion is offered to justify this request:

Wastewater Collection: Wastewater service in this development is provided by on-site septic. None of the properties are served by the City's collection system and there is no plan to extend the collection system to the development at this time. In addition, the nearest connection to the system is a manhole on a trunk line in Jal Draw where the Draw intersects with a future extension of Wadley Avenue. Further, there is no available right-of-way to allow the system to be extended to this addition without acquiring an easement between lots along the south side of the addition.

Paving Improvements: This addition was originally developed in the County and later annexed into the City Limits. Therefore, all interior streets within the addition are constructed to County standards, which is a 24-foot wide pavement surface with no curb-and-gutter. Any development adjacent to the Briarwood corridor would be subject developer participation.

Water Distribution: Water service is currently available; however, a Public Improvement District assessment may be required. Any payment regarding the assessment will be collected as part of the platting process.

Drainage Improvements: Drainage improvements are required as property is developed. As part of the platting process, a drainage study will be required for all new plats.

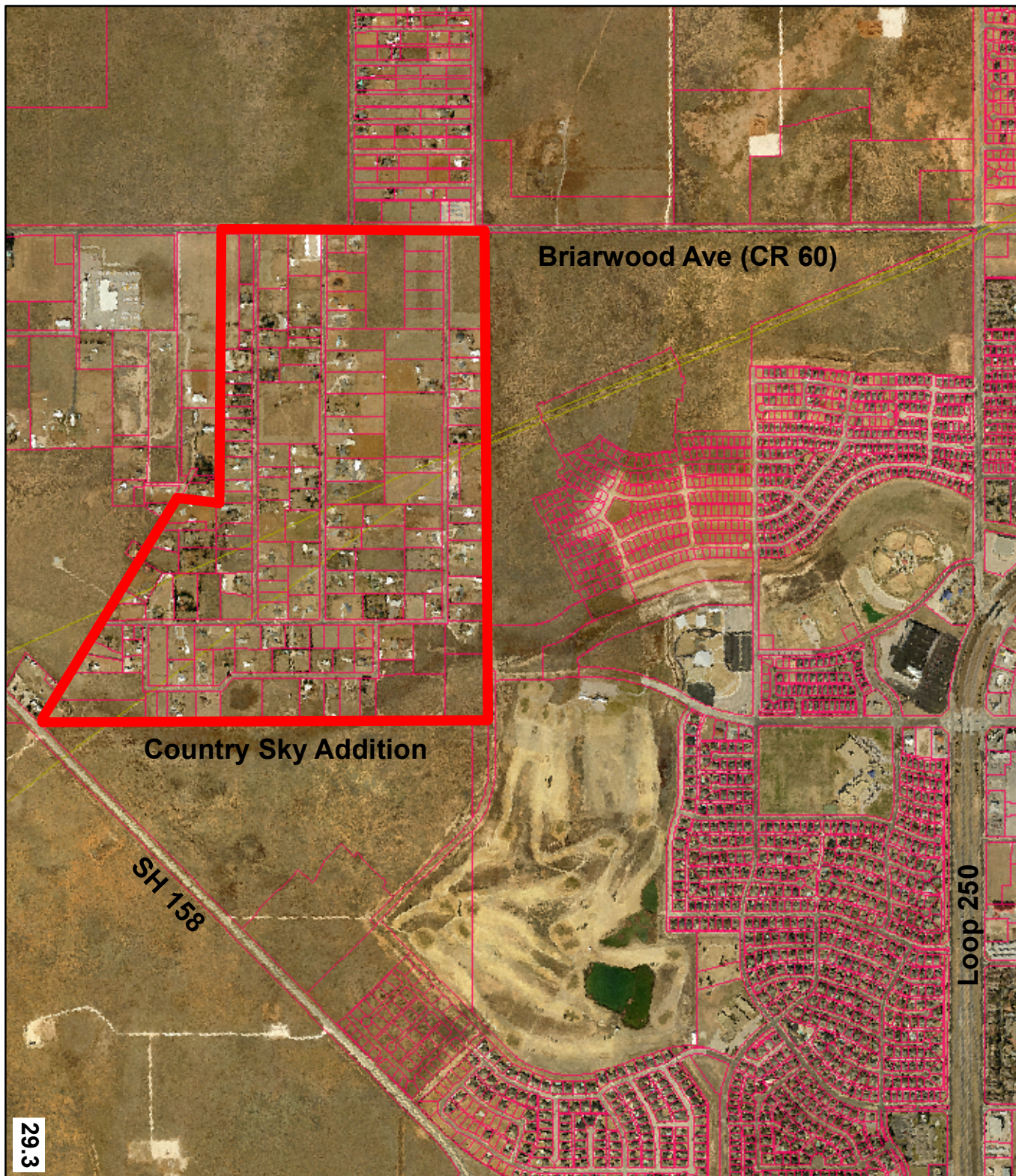
Sidewalk Improvements: Sidewalk construction is typically accomplished during the building permit phase (builder constructs the sidewalk). Currently, there are no sidewalks within the subdivision. If sidewalks are required in the future, they will be addressed when a building permit application is submitted.

Staff supports the renewal of this deferral request. Attached is a location map showing the boundary of the Country Sky Addition.

ENGINEERING DIVISION

Country Sky Addition

Renew Blanket Deferral



Map by DDB 9/29/2012



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Bill Hodge, GIS Manager

SUBJECT:

Consider a Resolution Authorizing a Right-of-Way Agreement and a Surface Damage Agreement with Vitol Midstream Pipeline LLC for the installation and maintenance of one (1) pipeline, not to exceed twelve (12) inches in diameter, for petroleum and petroleum by-products, located in Block 37, Sections 4, 9, 16, and 21, T3S, T&P Survey Co, Midland, TX.

Purpose:

Consider a Resolution Authorizing a Right-of-Way Agreement and a Surface Damage Agreement with Vitol Midstream Pipeline LLC for the installation and maintenance of one (1) pipeline, not to exceed twelve (12) inches in diameter, for petroleum and petroleum by-products, located in Block 37, Sections 4, 9, 16, and 21, T3S, T&P Survey Co, Midland, TX.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Application fee: \$ 500.00 (one-time)

Annual Lease Rate: \$ 24/rod/year for 1,285.63 rods = \$ 30,855.12

Surface Damage Rate: \$ 10/rod for 1,285.63 rods = \$ 12,856.30 (one-time)

Discussion:

This Right-of-Way contract is proposed for one (1) 20 year period, with one renewal.

The easement will be 30 feet total, with an additional 35 feet allowed for use during the

construction phase. The pipeline will be constructed outside of City Limits across the City's Spraberry Farm and will be placed and maintained in order to provide a minimum of 36 inches of cover to natural ground.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND, TEXAS AND VITOL MIDSTREAM PIPELINE LLC; SAID RIGHT-OF-WAY LICENSE IS FOR ENTERING THE CITY OF MIDLAND'S RIGHT-OF-WAY FOR THE PURPOSE OF PLACING, INSTALLING, CONSTRUCTING, OPERATING, REPAIRING, MAINTAINING, REPLACING AND REMOVING ONE (1) PIPELINE, FOR THE TRANSPORTATION OF OIL AND GAS MATERIALS AND TO HAVE THE RIGHT OF INGRESS AND EGRESS AT CONVENIENT POINTS FOR SUCH PURPOSE; THE PIPELINE IS LOCATED WITHIN THE CITY OF MIDLAND RIGHT-OF-WAY, SECTIONS 4, 9, 16, AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; THE LICENSE TERM IS FOR TWENTY (20) YEARS, COMMENCING WITH THE DATE OF THIS LICENSE AND SHALL AUTOMATICALLY RENEW AT THE END OF THE TERM FOR ONE ADDITIONAL TWENTY (20) 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 Vitol Midstream Pipeline LLC, located within the City of Midland Right-of-Way, Sections 4, 9, 16, and 21, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas;

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

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a right-of-way license with Vitol Midstream Pipeline LLC, 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., 2013, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Bill Hodge, GIS Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

RIGHT-OF-WAY LICENSE

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

THIS RIGHT-OF-WAY LICENSE (“AGREEMENT”), effective this 9th day of October, 2013 (the “Commencement Date”), by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called “Licensor”, and VITOL MIDSTREAM PIPELINE, L.L.C., 1100 Louisiana, Suite 5500, Houston, Texas 77002, hereinafter called “Licensee”.

Licensee desires use of property owned by the Licensor in Midland County, Texas outside the City of Midland, Texas, for purposes set forth below.

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 (20) years (the “Initial Term”), commencing on the Commencement Date, unless terminated earlier as provided hereafter. This Agreement shall automatically renew at the end of the Initial Term for an additional twenty (20) years (the “Renewal Term”), upon the written request of Licensee received by Licensor on or before ninety (90) days prior to the expiration of the Initial Term. 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 (subject to normal wear and tear), as close thereto as may be practical , subject to the approval of the Licensors upon inspection by Licensors's GIS Manager, 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 Licensors the sum of THIRTY THOUSAND EIGHT HUNDRED FIFTY FIVE and 12/100 Dollars (\$30,855.12) per annum (the "License Fee"), each year payable on or before the anniversary of the Commencement Date, except for the first year of the License. The License Fee for the first year of the License shall be due and payable in advance on the Commencement Date. 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 Licensors a late charge of five percent (5%) per annum from the date due until payment is received by Licensors. Licensee shall also pay a one-time surface damage fee to the Licensors for the sum of TWELVE THOUSAND EIGHT HUNDRED FIFTY SIX and 30/100 Dollars (\$12,856.30), payable on or prior to the Commencement Date.

2. At the same time the first year License Fee is due, Licensee shall pay a non- refundable onetime fee of \$500.00 to the Licensors's GIS Manager. Said fee shall revert to the Licensors and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

3. Prior to commencement of any Renewal Term, the Licensors and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If the Licensors and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensors in its sole discretion, provided the new License Fee shall not exceed

twenty-five percent (25%) 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 GIS Manager, 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 in Midland County, Texas, being thirty (30) feet from the pipeline center location, with an additional 35 (thirty-five) feet allowed for used during construction, reverting to 30 (thirty) feet total width after completion as shown on Exhibit "A," attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the hereinafter described pipeline location, a 12 (twelve) inch oil and gas pipeline, for the transportation of oil and gas materials and water and to have the right of ingress and egress at convenient points for such purpose.

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 which are on file with the City Secretary's Office.

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 which are on file with the City's Secretary Office.

4. Licensee covenants and agrees that it will bury the 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 GIS Manager.

6. Licensor expressly reserves the right to install, repair, or reconstruct 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 in the rights of way used and occupied by the Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of the Licensor, in, across, along, over or under any public property occupied by Licensee. In permitting such work to be done, the Licensor shall not be liable to the Licensee for any damage so caused to the Licensee's system, **NOR SHALL THE LICENSOR BE LIABLE TO THE LICENSEE FOR ANY DAMAGES TO THE LICENSEE'S PIPELINE OR CASING, 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 Licensee's facilities because of changes in the grade of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, 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 three

hundred sixty (360) 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 or casing 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 GIS Manager for his or her approval. In the event of emergency repairs necessary to restore service, the Licensee shall notify Licensor's GIS Manager before making any repairs if during a Licensor work day and if not on a work day, the Licensee shall notify the Licensor's GIS Manager 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. In the event of such work in connection with said public purposes it shall be deemed necessary by the Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline or casing of Licensee, such alteration or change or relocation shall be commenced and completed by the Licensee within three hundred sixty (360) 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 or alteration 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): \$5,000,000 aggregate

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

-Property Damage:	\$100,000.00 per occurrence
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<u>Business Automobile Liability:</u>	\$1,000,000.00 combined single limit -
	Personal Injury and Property Damage

<u>Worker's Compensation:</u>	Statutory limits
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<u>Employers' Liability:</u>	\$1,000,000.00 per accident or occurrence
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<u>Umbrella Liability:</u>	\$10,000,000.00 per aggregate or occurrence
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This insurance, except Worker's Compensation, shall name the Licensor as an additional insured and all insurance shall waive subrogation in favor of the Licensor.

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 \$1,000,000.00 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. This decision shall be in Licensor's sole discretion.

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, except that only ten (10) days' notice shall be required in the case of termination for nonpayment of premiums. 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 names the City of Midland as an additional insured.

Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012.

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 or casing 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 OR CASING SYSTEM DESCRIBED HEREIN.

THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS, AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF THE LICENSEE'S PIPELINE OR CASING SYSTEM IN THE LICENSOR'S RIGHT OF WAY. THE LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

3. **Assignment** - The rights granted by this Agreement inure to the benefit of the Licensee.

The rights and privileges shall not be assignable by Licensee, 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 Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the Licensor. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

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 BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

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: GIS Manager, 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: Vitol Midstream Pipeline, L.L.C., James C. Dyer, IV, Vice President, 1100 Louisiana, Suite 5500, Houston, Texas 77002.

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 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 estimated 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:

Bill Hodge, GIS Manager APPROVED

AS TO FORM:

Keith Stretcher, City Attorney

LICENSEE:

VITOL MIDSTREAM PIPELINE, L.L.C.

James C. Dyer, IV, Vice President

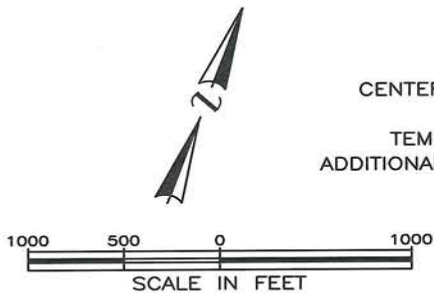
THE STATE OF TEXAS §
 §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared James C. Dyer, IV, an officer of VITOL MIDSTREAM PIPELINE, L.L.C., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

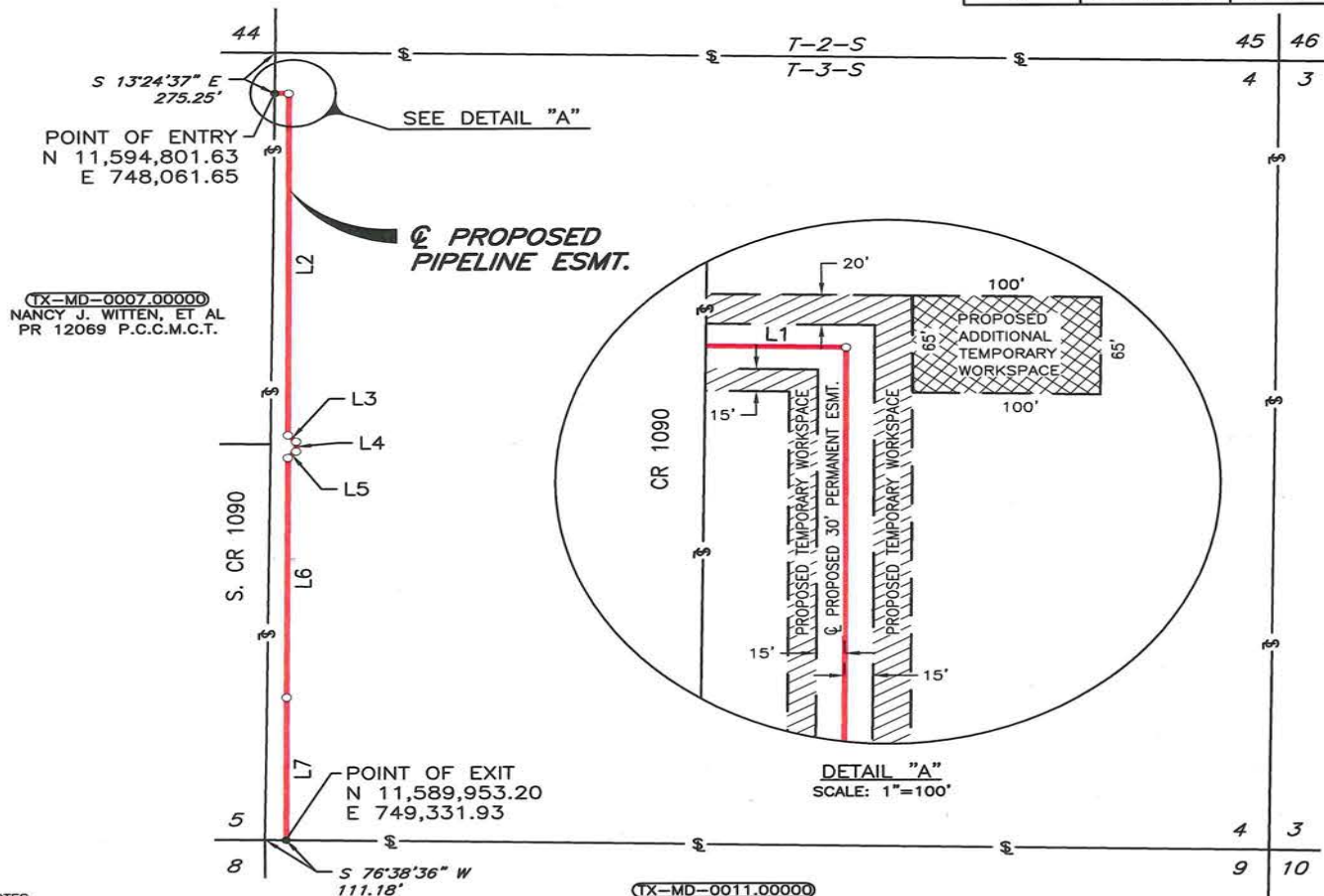
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, 2013.

Notary Public, State of Texas

MIDLAND COUNTY, TEXAS
TEXAS & PACIFIC RAILROAD COMPANY SURVEY
SECTION 4, BLOCK 37, TOWNSHIP 3 SOUTH
THE CITY OF MIDLAND, TEXAS
TRACT NO. TX-MD-0009.00000
 VOLUME 760 PAGE 466 D.R.M.C.T.
 CENTERLINE IS 5,120.48 FEET OR 310.33 RODS LONG
 EASEMENT ACREAGE IS 3.53 ACRES
 TEMPORARY WORKSPACE ACREAGE IS 4.11 ACRES
 ADDITIONAL TEMPORARY WORKSPACE ACREAGE IS 0.15 ACRES



LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	N 76°35'23" E	74.01'
L2	S 13°49'00" E	2,295.57'
L3	S 58°49'00" E	60.62'
L4	S 13°49'00" E	65.23'
L5	S 31°11'00" W	60.62'
L6	S 13°49'00" E	1,606.34'
L7	S 13°54'53" E	958.09'



NOTES

- All bearings, distances and coordinates are shown as U.S. Survey Feet and referenced to the "Universal Transverse Mercator System", Zone 14, North American Datum of 1983 based on TRIMBLE V.R.S. Network in Midland, TX.
- The R.O.W. acquisition exhibits reflect the survey as shown in the vesting deed and may not reflect the current survey and abstract per the Texas General Land Office records.
- A centerline description was prepared in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith
 R.P.L.S. No. 1903
 April 3, 2013



(TX-MD-0011.00000)
 THE CITY OF MIDLAND, TEXAS
 VOL. 1278 PG. 577 O.P.R.M.C.T.

EXHIBIT "A"

VITOL MIDSTREAM PIPELINE, L.L.C.

PLAT OF A PROPOSED PIPELINE EASEMENT ACROSS
 THE CITY OF MIDLAND, TEXAS

MIDLAND COUNTY, TEXAS
 SCALE: 1"=1000' PROJ. NO. VIT-031 DWG. NO. TX-MD-0009.00000 REV.

NO.	REVISION	DATE
0	ISSUED	04/13

DRAWN BY	DATE
BEB	03/13
CHECKED BY	DATE
KJJ	03/13
ENGR. APPD.	DATE
PROJ. MGR. APPD.	DATE
ALIGN. DWG.	



2800 N. Loop West, Suite 1000
 Houston, Tx. 77092
 Phone: 713-871-8787

Exhibit "B"
Vitol Midstream Pipeline, L.L.C.
TX-MD-0009.00000
The City of Midland, Texas
Midland County, Texas

Being the centerline of a proposed pipeline easement situated in Midland County, Texas being out of the Texas & Pacific Railroad Company Survey being out of Section 4 of Block 37, Township 3 South as described in a vesting deed to The City of Midland, Texas as recorded in Volume 760, Page 466 of the Deed Records of Midland County, Texas (D.R.M.C.T.) and the said proposed easement centerline being described by metes and bounds as follows to-wit:

BEGINNING S 13°24'37" E 275.25 feet from the northwest corner of the aforesaid referred to Section 4 being the POINT OF ENTRY having UTM Zone 14 coordinate values of N 11,594,801.63 and E 748,061.65;

THENCE N 76°35'23" E at 74.01 feet to an angle point;

THENCE S 13°49'00" E at 2,295.57 feet to an angle point;

THENCE S 58°49'00" E at 60.62 feet to an angle point;

THENCE S 13°49'00" E at 65.23 feet to an angle point;

THENCE S 31°11'00" W at 60.62 feet to an angle point;

THENCE S 13°49'00" E at 1,606.34 feet to an angle point;

THENCE S 13°54'53" E at 958.09 feet the south line of the aforesaid referred to Section 4 being the POINT OF EXIT having UTM Zone 14 coordinate values of N 11,589,953.20 and E 749,331.93 from which the southwest corner of Section 4 bears S 76°38'36" W 111.18 feet.

This centerline contains 5,120.48 feet or 310.33 rods, more or less.

Dwg.No. TX-MD-0009.00000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

NOTE: This legal description is the the result of a survey made on the ground under my direct supervision and the subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to be a boundary survey. The R.O.W. acquisition Exhibits reflect the survey as shown in the vesting deed and may not reflect the current Survey and Abstract per the Texas General Land Office records. The coordinates and bearings depicted herein are cited as U.S. Survey Feet and referenced to UTM Zone 14, North American Datum of 1983 based on Trimble V.R.S. Network in Midland, TX.

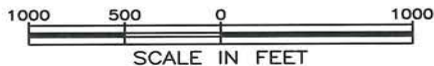


Eagleton Engineering

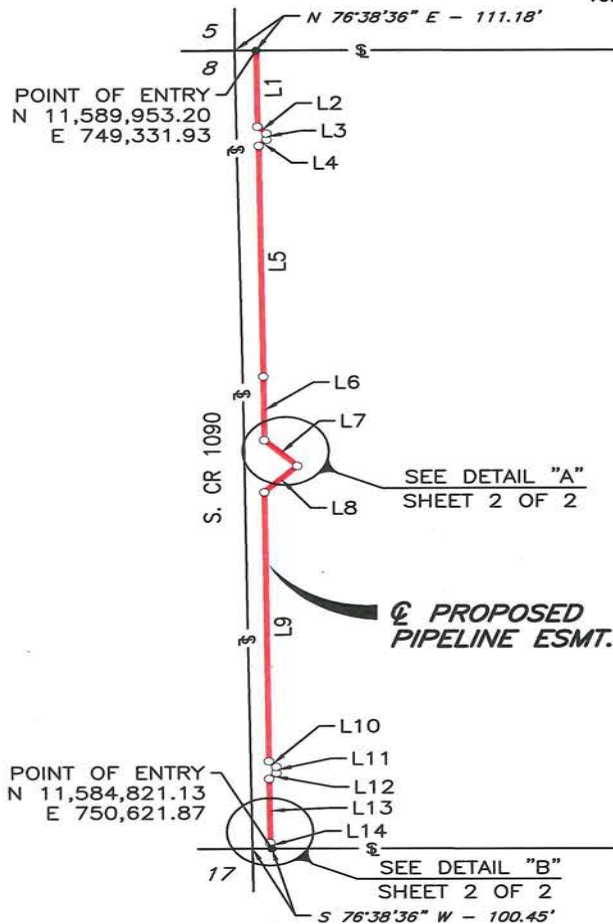
George E Griffith
R.P.L.S. No. 1903
April 3, 2013

Eagleton Engineering
2900 N Loop West, Suite 1000
Houston, TX 77092
713-871-8787

MIDLAND COUNTY, TEXAS
TEXAS & PACIFIC RAILROAD COMPANY SURVEY
SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH
THE CITY OF MIDLAND, TEXAS
TRACT NO. TX-MD-0011.00000
 VOLUME 1278 PAGE 577 O.P.R.M.C.T.
 CENTERLINE IS 5,502.72 FEET OR 333.50 RODS LONG
 EASEMENT ACREAGE IS 3.79 ACRES
 TEMPORARY WORKSPACE ACREAGE IS 4.42 ACRES
 ADDITIONAL TEMPORARY WORKSPACE ACREAGE IS 0.45 ACRES



(TX-MD-0009.00000)
 THE CITY OF MIDLAND, TEXAS
 VOL. 760 PG. 466 D.R.M.C.T.



LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	S 13°54'53" E	502.62'
L2	S 58°59'56" E	65.26'
L3	S 13°59'56" E	40.71'
L4	S 31°00'04" W	57.83'
L5	S 13°59'56" E	1,534.44'
L6	S 13°49'55" E	421.73'
L7	S 58°37'15" E	242.25'
L8	S 31°22'45" W	243.66'
L9	S 14°03'07" E	1,780.74'
L10	S 59°03'07" E	54.33'
L11	S 14°03'07" E	39.94'
L12	S 30°56'53" W	54.33'
L13	S 14°03'07" E	424.39'
L14	S 25°23'21" E	40.49'

(TX-MD-0013.00000)
 THE CITY OF MIDLAND, TEXAS
 VOL. 1160 PG. 622 D.R.M.C.T.

NOTES

- All bearings, distances and coordinates are shown as U.S. Survey Feet and referenced to the "Universal Transverse Mercator System", Zone 14, North American Datum of 1983 based on TRIMBLE V.R.S. Network in Midland, TX.
- The R.O.W. acquisition exhibits reflect the survey as shown in the vesting deed and may not reflect the current survey and abstract per the Texas General Land Office records.
- A centerline description was prepared in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith
 R.P.L.S. No. 1903
 April 3, 2013



EXHIBIT "A" SHEET 1 OF 2

VITOL MIDSTREAM PIPELINE, L.L.C.

PLAT OF A PROPOSED PIPELINE EASEMENT ACROSS
 THE CITY OF MIDLAND, TEXAS

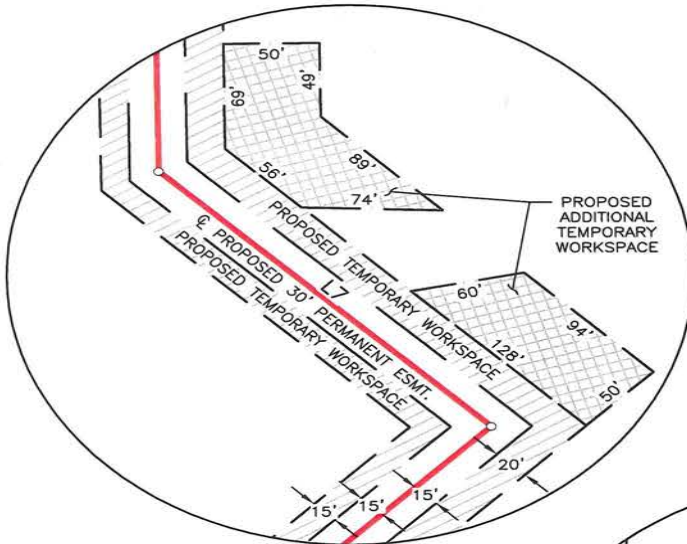
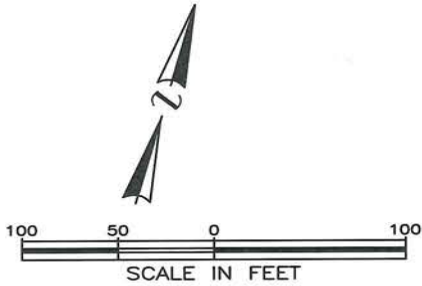
NO.	REVISION	DATE
0	ISSUED	04/13

DRAWN BY:	DATE
BEB	03/13
CHECKED BY:	DATE
KJJ	03/13
ENGR. APPD.	DATE
PROJ. MGR. APPD.	DATE
ALIGN. DWG.	

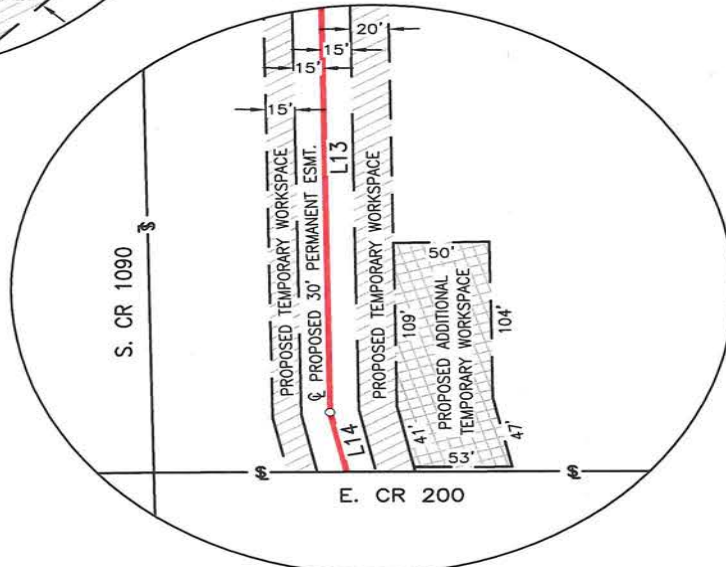


MIDLAND COUNTY, TEXAS	PROJ. NO.	DWG. NO.	REV.
SCALE 1"=1000'	VIT-031	TX-MD-0011.00000	

MIDLAND COUNTY, TEXAS
TEXAS & PACIFIC RAILROAD COMPANY SURVEY
SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH
THE CITY OF MIDLAND, TEXAS
TRACT NO. TX-MD-0011.00000



DETAIL "A"
SCALE: 1"=100'



DETAIL "B"
SCALE: 1"=100'

EXHIBIT "A" SHEET 2 OF 2

VITOL MIDSTREAM PIPELINE, L.L.C.

PLAT OF A PROPOSED PIPELINE EASEMENT ACROSS
 THE CITY OF MIDLAND, TEXAS

MIDLAND COUNTY, TEXAS

SCALE 1"=100'	PROJ. NO. VIT-031	DWG. NO. TX-MD-0011.00000	REV. REV.
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NO.	REVISION	DATE	DRAWN BY	DATE	 2900 N. Loop West, Suite 1000 Houston, Tx. 77092 Phone: 713-871-8787
			BEB	03/13	
			CHECKED BY	DATE	
			KJJ	03/13	
			ENGR. APPD.	DATE	
			PROJ. MGR. APPD.	DATE	
0	ISSUED	04/13			ALIGN. DWG.

Exhibit "B"
Vitol Midstream Pipeline, L.L.C.
TX-MD-0011.00000
The City of Midland, Texas
Midland County, Texas

Being the centerline of a proposed pipeline easement situated in Midland County, Texas being out of the Texas & Pacific Railroad Company Survey being out of Section 9 of Block 37, Township 3 South as described in a vesting deed to The City of Midland, Texas as recorded in Volume 1278, Page 577 of the Official Public Records of Midland County, Texas (O.P.R.M.C.T.) and the said proposed easement centerline being described by metes and bounds as follows to-wit:

BEGINNING N 76°38'36" E 111.18 feet from the northwest corner of the aforesaid referred to Section being the POINT OF ENTRY having UTM Zone 14 coordinate values of N 11,589,953.20 and E 749,331.93;

THENCE S 13°54'53" E at 502.62 feet to an angle point;

THENCE S 58°59'56" E at 65.26 feet to an angle point;

THENCE S 13°59'56" E at 40.71 feet to an angle point;

THENCE S 31°00'04" W at 57.83 feet to an angle point;

THENCE S 13°59'56" E at 1,534.44 feet to an angle point;

THENCE S 13°49'55" E at 421.73 feet to an angle point;

THENCE S 58°37'15" E at 242.25 feet to an angle point;

THENCE S 31°22'45" W at 243.66 feet to an angle point;

THENCE S 14°03'07" E at 1,780.74 feet to an angle point;

THENCE S 59°03'07" E at 54.33 feet to an angle point;

THENCE S 14°03'07" E at 39.94 feet to an angle point;

THENCE S 30°56'53" W at 54.33 feet to an angle point;

THENCE S 14°03'07" E at 424.39 feet to an angle point;

THENCE S 25°23'21" E at 40.49 feet the south line of the aforesaid referred to Section 9 being the POINT OF EXIT having UTM Zone 14 coordinate values of N 11,584,821.13 and E 750,621.87 from which the southwest corner of Section 9 bears S 76°38'36" W 100.45 feet.

This centerline contains 5,502.72 feet or 333.50 rods, more or less.

Dwg.No. TX-MD-0011.00000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

NOTE: This legal description is the the result of a survey made on the ground under my direct supervision and the subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to be a boundary survey. The R.O.W. acquisition Exhibits reflect the survey as shown in the vesting deed and may not reflect the current Survey and Abstract per the Texas General Land Office records. The coordinates and bearings depicted herein are cited as U.S. Survey Feet and referenced to UTM Zone 14, North American Datum of 1983 based on Trimble V.R.S. Network in Midland, TX.

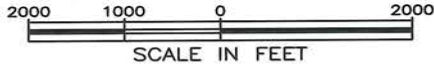


Eagleton Engineering

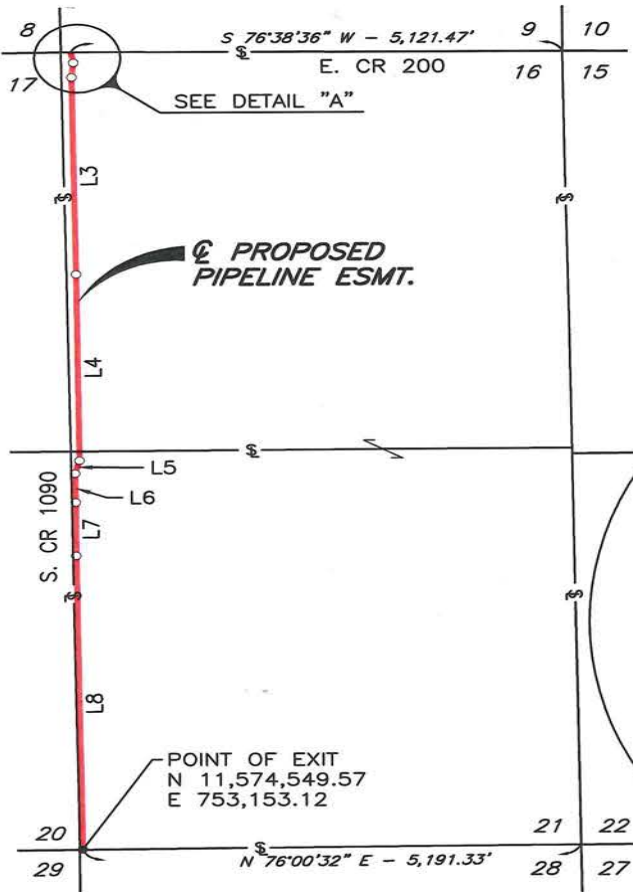
George E Griffith
R.P.L.S. No. 1903
April 3, 2013

Eagleton Engineering
2900 N Loop West, Suite 1000
Houston, TX 77092
713-871-8787

MIDLAND COUNTY, TEXAS
TEXAS & PACIFIC RAILROAD COMPANY SURVEY
SECTIONS 16 & 21, BLOCK 37, TOWNSHIP 3 SOUTH
THE CITY OF MIDLAND, TEXAS
TRACT NO. TX-MD-0013.00000
 VOLUME 1160 PAGE 622 D.R.M.C.T.
 CENTERLINE IS 10,589.63 FEET OR 641.80 RODS LONG
 EASEMENT ACREAGE IS 7.29 ACRES
 TEMPORARY WORKSPACE ACREAGE IS 8.51 ACRES
 ADDITIONAL TEMPORARY WORKSPACE ACREAGE IS 0.21 ACRES

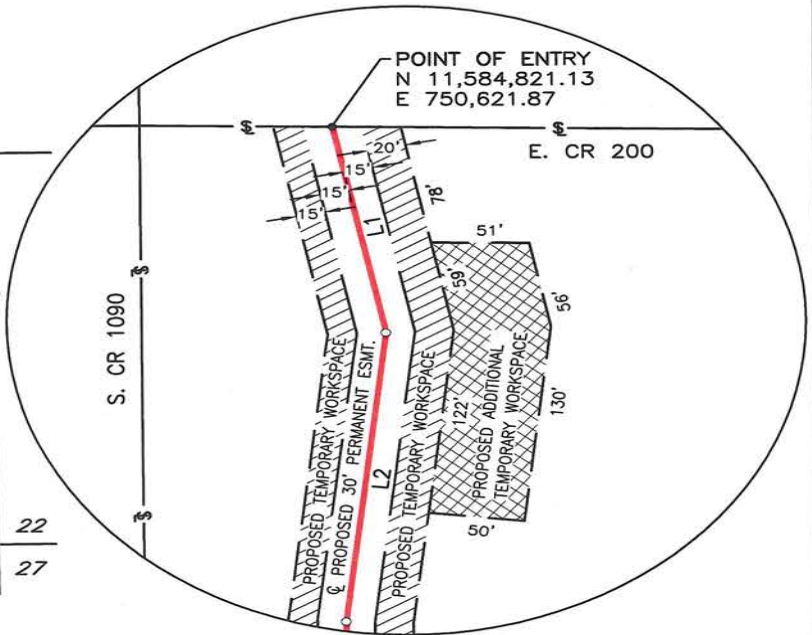


(TX-MD-0011.00000)
 THE CITY OF MIDLAND, TEXAS
 VOL. 1278 PG. 577
 O.P.R.M.C.T.



(TX-MD-0017.00000)
 THE LHS RANCH L.L.C.
 VOL. 1645 PG. 330
 O.P.R.M.C.T.

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	S 25°23'21" E	138.47'
L2	S 07°34'47" E	192.96'
L3	S 14°02'54" E	2,613.62'
L4	S 13°59'28" E	2,481.15'
L5	S 01°56'33" W	177.39'
L6	S 14°16'40" E	381.01'
L7	S 13°36'12" E	706.20'
L8	S 14°13'31" E	3,898.83'



DETAIL "A"
 SCALE: 1"=100'

NOTES

- All bearings, distances and coordinates are shown as U.S. Survey Feet and referenced to the "Universal Transverse Mercator System", Zone 14, North American Datum of 1983 based on TRIMBLE V.R.S. Network in Midland, TX.
- The R.O.W. acquisition exhibits reflect the survey as shown in the vesting deed and may not reflect the current survey and abstract per the Texas General Land Office records.
- A centerline description was prepared in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith
 R.P.L.S. No. 1903
 April 3, 2013



EXHIBIT "A"		VITOL MIDSTREAM PIPELINE, L.L.C.	
PLAT OF A PROPOSED PIPELINE EASEMENT ACROSS THE CITY OF MIDLAND, TEXAS			
MIDLAND COUNTY, TEXAS		REV.	
SCALE 1"=2000'	PROJ. NO. VIT-031	DWG. NO. TX-MD-0013.00000	REV.
NO. REVISION DATE 0 ISSUED 04/13		DRAWN BY BEB 03/13 CHECKED BY KJJ 03/13 ENGR. APPD. DATE PROJ. MGR. APPD. DATE ALIGN. DWG.	



2013 12:57:47 PM BRUCE, BRIAN C:\PROJECTS\VT-031\MAPPING\PLATS\TX-MD-0013.00000_REV.DWG

Exhibit "B"

Vitol Midstream Pipeline, L.L.C.
TX-MD-0013.00000
The City of Midland, Texas
Midland County, Texas

Being the centerline of a proposed pipeline easement situated in Midland County, Texas being out of the Texas & Pacific Railroad Company Survey, being out of Sections 16 & 21 of Block 37, Township 3 South as described in a vesting deed to The City of Midland, Texas as recorded in Volume 1160, Page 622 of the Deed Records of Midland County, Texas (D.R.M.C.T.) and the said proposed easement centerline being described by metes and bounds as follows to-wit:

BEGINNING S 76°38'36" W 5,121.47 feet from the northeast corner of the aforesaid referred to Section 16 being the POINT OF ENTRY having UTM Zone 14 coordinate values of N 11,584,821.13 and E 750,621.87;

THENCE S 25°23'21" E at 138.47 feet to an angle point;

THENCE S 07°34'47" E at 192.96 feet to an angle point;

THENCE S 14°02'54" E at 2,613.62 feet to an angle point;

THENCE S 13°59'28" E at 2,481.15 feet to an angle point;

THENCE S 01°56'33" W at 177.39 feet to an angle point;

THENCE S 14°16'40" E at 381.01 feet to an angle point;

THENCE S 13°36'12" E at 706.20 feet to an angle point;

THENCE S 14°13'31" E at 3,898.83 feet the south line of the aforesaid referred to Section 21 being the POINT OF EXIT having UTM Zone 14 coordinate values of N 11,574,549.57 and E 753,153.12 from which the southeast corner of Section 21 bears N 76°00'32" E 5,191.33 feet.

This centerline contains 10,589.63 feet or 641.80 rods, more or less.

Dwg.No. TX-MD-0013.00000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

NOTE: This legal description is the the result of a survey made on the ground under my direct supervision and the subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to be a boundary survey. The R.O.W. acquisition Exhibits reflect the survey as shown in the vesting deed and may not reflect the current Survey and Abstract per the Texas General Land Office records. The coordinates and bearings depicted herein are cited as U.S. Survey Feet and referenced to UTM Zone 14, North American Datum of 1983 based on Trimble V.R.S. Network in Midland, TX.



Eagleton Engineering

George E Griffith
R.P.L.S. No. 1903
April 3, 2013

Eagleton Engineering
2900 N Loop West, Suite 1000
Houston, TX 77092
713-871-8787

Midland - Garden City
Sprayberry Area





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Price Robinson, Police Chief

SUBJECT: Consider a resolution authorizing the renewal of an Operating Certificate for Big John's Limousine Service

Purpose:

Consider a resolution authorizing the renewal of an Operating Certificate for Big John's Limousine Service

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No fiscal impact to the City of Midland

Discussion:

John Lewallen recently filed an application with the City Secretary's Office to renew his limousine franchise operating certificate. The applicant has passed the background investigation on criminal and driving records conducted by the Midland Police Department. He has also furnished all necessary documents related to proof of insurance and has signed a copy of the operating certificate indicating acceptance of the provisions.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING RENEWAL OF AN
OPERATING CERTIFICATE FOR BIG JOHN'S LIMO
SERVICE; SETTING FORTH CONDITIONS
ACCOMPANYING THE CERTIFICATE; AND
ESTABLISHING THE TERMS OF THE CERTIFICATE**

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

SECTION ONE. That the City Secretary is hereby authorized and directed to act on behalf of the City of Midland to grant to Big John's Limo Service, renewal of an Operating Certificate for a taxicab business pursuant to Title V, Chapter 6 of the Midland City Code, the provisions of said certificate to be as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION TWO. Notwithstanding Section One, above, the City Secretary shall not issue the Operating Certificate set forth above unless and until:

- A. Big John's Limo Service has delivered to the City Secretary a current certificate of insurance indicating compliance with the insurance requirements set forth in Section 5-6-2(F) of the Midland City Code for all motor vehicles to be used as taxicabs under the Operating Certificate; and
- B. Big John's Limo Service has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and
- C. Big John's Limo Service has signed a copy of the Operating Certificate indicating acceptance of the provisions set forth therein.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

CITY OF MIDLAND OPERATING CERTIFICATE FOR LIMO SERVICE

THIS OPERATING CERTIFICATE is issued to John Lewallen, (hereafter called "Operator") whose address is 3010 W. Michigan, Midland, Texas 79701, pursuant to Title V, Chapter 6 of the Midland City Code, for the purpose of granting to Operator the privilege of operating a taxicab business along, across, and over the public streets of the City of Midland, Texas, now laid out or dedicated, and all extensions thereof, subject to the following provisions and conditions:

1. Business Name: The name of the taxicab business operated pursuant to this certificate shall be Big John's Limo Service.
2. Term: This certificate shall be valid and in effect for five years from the date of issuance indicated below, subject to earlier termination as set forth in the Midland City Code.
3. Suspension of Certificate for Non-Payment: This certificate shall be automatically suspended on March 1 of any year during the term of this certificate if Operator has not paid the annual fee required by Section 5-6-2(G) of the Midland City Code when due, and shall remain suspended until the annual fee is paid.
4. Compliance With All Laws: Operator must at all times operate the above-named taxicab business in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, Title V, Chapter 6 and Title XIII, Chapter 2 of the Midland City Code, as amended from time to time, and this certificate may be revoked by the Midland City Council at any time for Operator's non-compliance with said laws, regulations, or ordinances.
5. Assignability and Transferability: This certificate is personal to the Operator named above and may not be assigned by sale or otherwise to any other person or entity. Any attempt to assign this certificate or any interest in this certificate shall be void and will serve as grounds for termination of this certificate by the City.
6. Airport Privileges: This certificate grants to the Operator the privilege of operating at Midland International Airport, provided that such operations shall not be permitted until Operator has complied with Section 5-6-8 of the Midland City Code.

ISSUED THIS ____ DAY OF _____, 2013.

Amy M. Turner, City Secretary
City of Midland, Texas

ACCEPTANCE

The Operator herein named accepts this Operating Certificate and agrees to abide by all its provisions and all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, applicable provisions of the Midland City Code, as amended, and the regulations governing the charging of fares between the City of Midland and the City of Odessa.



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Matt Irvin, Interim Assistant Director of Utilities

SUBJECT: Right of Way License for Dawson Geophysical Company near the Water Pollution Control Plant

Purpose:

Consider a resolution approving a Right of Way license with Dawson Geophysical Company on City property in an area near the City's Water Pollution Control Plant. This right of way license is proposed to grant access for seismographic testing.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

City will receive a total of \$31,968 in payments.

Discussion:

The City of Midland was approached recently by Dawson Geophysical Company requesting access to City property. They have been retained by an energy company to do seismographic testing in a large area which includes the City property near the Water Pollution Control Plant south of Interstate 20. City staff has reviewed their proposal and all concerns have been addressed. The proposed agreement will be for 6 months. The City will receive \$15 per acre for 2,131.2 acres yielding a total payment of \$31,968. Staff recommends approval of this item which will authorize the issuance of the proposed Right of Way license.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SIX-MONTH RIGHT OF WAY LICENSE WITH DAWSON GEOPHYSICAL COMPANY, FOR SEISMIC TESTING ACROSS CITY-OWNED PROPERTY IN BLOCK 38-1-S, SECTION 44, AND BLOCK 38-2-S, SECTIONS 4, 5, 8, 9 AND 10, MIDLAND COUNTY, TEXAS, NEAR THE WATER POLLUTION CONTROL PLANT

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a six-month right of way license with Dawson Geophysical Company, for seismic testing across City-owned property in Block 38-1-S, Section 44, and Block 38-2-S, Sections 4, 5, 8, 9 and 10, Midland County, Texas, near the Water Pollution Control Plant;

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 Dawson Geophysical Company, for seismic testing across City-owned property in Block 38-1-S, Section 44, and Block 38-2-S, Sections 4, 5, 8, 9 and 10, Midland County, Texas, near the Water Pollution Control Plant, said license being attached hereto as Exhibit "1" and incorporated herein for all purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE": _____

Council members voting "NAY": _____

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**TEMPORARY RIGHT-OF-WAY
LICENSE FOR
SEISMOGRAPHIC SURVEY**

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

THIS TEMPORARY RIGHT-OF-WAY LICENSE ("LICENSE"), effective this 9th day of October, 2013, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called "CITY," and DAWSON GEOPHYSICAL COMPANY, a Texas Corporation, hereinafter called "LICENSEE" for and on behalf of Pioneer Natural Resources.

WHEREAS, LICENSEE desires use of property owned by the CITY in Midland, Midland County, Texas, for the purposes set forth below; and

WHEREAS, it is the position of the CITY that LICENSEE must obtain a license in order to use the public lands.

WITNESSETH:

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

1. CITY does hereby grant unto LICENSEE, the right to enter upon certain property of the City of Midland in Midland, Midland County, Texas, being the seismic testing locations as shown on Exhibit "A," attached hereto and incorporated herein, for the purpose of surveying, placement of listening/recording devices at pre-approved locations, and vibroseis equipment/vehicles to vibrate the ground, and all necessary appurtenances, and to have the right of ingress and egress at convenient points for such purpose.

2. This LICENSE shall be for a term of six (6) months, commencing with October 9, 2013, the "Commencement Date," and ending on April 8, 2014, unless terminated earlier as provided hereafter.

Either party may terminate this LICENSE at any time and for any or no reason upon giving the other party written notice at least thirty (30) days in advance of such termination. The parties agree that it is in either party's sole discretion to terminate this LICENSE, without penalty, and that they have bargained for this flexibility.

Upon termination of this LICENSE, LICENSEE shall remove all equipment, including but not limited to listening/recording device and vibroseis equipment associated with seismic testing. After removal of such equipment, the surface shall be restored at the expense of the LICENSEE to its original condition, or as close thereto as may be practical, subject to the approval of the CITY upon inspection by CITY'S City Manager, which approval shall not be unreasonably withheld. All of said work shall be completed within ninety (90) days after the effective date of termination of this LICENSE.

3. In further consideration for the rights herein granted to LICENSEE, LICENSEE shall pay to the CITY a License Fee in the amount of \$15.00 per acre for approximately 2,131.2 acres, the total sum being \$31,968.00 due upon the execution of this LICENSE.

4. LICENSEE'S failure to make such payment when due shall constitute a surrender and termination of this LICENSE. However, prior thereto, CITY shall give LICENSEE written notice of such failure and LICENSEE shall have five (5) business days from receipt of such notice to make License Fee payment and avoid termination of this LICENSE.

The License Fee payment shall be made to the CITY at the office of the City Manager, PO Box 1152, Midland, Texas, 79701.

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.

5. LICENSEE covenants and agrees that it will repair any of CITY'S roads that LICENSEE damages on CITY'S property so that such roads will comply with CITY'S Standard Specifications.

6. LICENSEE covenants and agrees that LICENSEE shall, at its own expense, repair all water lines, sewer lines, water meters and any other property owned by the CITY that LICENSEE, its employees, its agents or assigns damage so that these devices shall comply with the requirements of the CITY'S Standard Specifications.

7. Before the LICENSEE seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines, or any other public utilities, the specifications shall be approved by the CITY'S City Manager.

8. INSURANCE - LICENSEE shall at all times during the term of this LICENSE 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
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit - Personal Injury and Property Damage
<u>Worker's Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence

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

The 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 LICENSE.

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 LICENSE.

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

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

The parties agree that, prior to the execution of the LICENSE, LICENSEE shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the CITY. The CITY shall not be required to provide any insurance whatsoever pursuant to this LICENSE.

The LICENSEE certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012.

9. **INDEMNITY** - LICENSEE 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 LICENSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, LICENSEE'S USE OF, OR ACTIVITIES ON, THE LICENSE PREMISES, AND LICENSEE 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.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

CITY reserves the right to lay and permit to be laid, sewer, gas, water, 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 CITY, in, across, along, over or under any public property occupied by LICENSEE. In permitting such work to be done, the CITY shall not be liable to the

LICENSEE for any damage so caused to the LICENSEE'S system, **NOR SHALL THE CITY BE LIABLE TO THE LICENSEE FOR ANY DAMAGES TO THE LICENSEE'S EQUIPMENT ARISING OUT OF THE NEGLIGENCE BY THE CITY, ITS EMPLOYEES, OFFICERS OR AGENTS, OR CITY'S CONTRACTORS OR SUBCONTRACTORS.** If the CITY requires the LICENSEE to remove, alter, change, adapt, or conform its facilities for safety, the LICENSEE shall make the alterations or changes immediately when ordered in writing by the CITY, without claim for reimbursement for the cost of the relocation or for damages against the CITY. If these requirements impose a financial hardship upon the LICENSEE, the LICENSEE shall have the right to present alternative proposals for the CITY'S consideration.

11. CITY 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.

12. ASSIGNMENT - The rights granted by this LICENSE inure to the benefit of the LICENSEE. Neither this LICENSE nor the rights and privileges herein shall be assignable by LICENSEE without the express written consent of the governing body of the CITY. Any required consent is to be evidenced by an ordinance or resolution of the governing body of the CITY that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of CITY.

13. 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 CITY; 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 CITY and LICENSEE, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and LICENSEE. No person performing any of the work and services described hereunder by LICENSEE shall be considered an officer, agent, servant or employee of the CITY. Further, it is specifically understood and agreed that nothing in this LICENSE 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 LICENSE 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 LICENSEE'S work. LICENSEE shall assume exclusive responsibility for the work. LICENSEE is entirely free to do the work in its own way.

14. ATTORNEY'S FEES - BY EXECUTING THIS LICENSE, 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 CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE LICENSE. THE LICENSEE SPECIFICALLY AGREES THAT IF THE LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, 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 LICENSE. THE LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

15. GOVERNING LAW AND VENUE - This LICENSE shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this LICENSE shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this LICENSE or the performance of this LICENSE shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this LICENSE shall be deemed to have occurred in Midland County, Texas.

16. RELEASE -NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE 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 LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, PERSONAL INJURIES, CITY'S NEGLIGENCE OR CITY'S GROSS NEGLIGENCE.

17. SOVEREIGN IMMUNITY - By executing this LICENSE the CITY is not waiving its right of sovereign immunity. The CITY is retaining its immunity from suit. The CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

18. THIRD PARTY BENEFICIARY - The CITY's approval of this LICENSE does not create a third party beneficiary. There is no third party beneficiary to this LICENSE. No person or entity who is not a party to this LICENSE shall have any third party beneficiary or other rights hereunder.

19. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES -
As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this LICENSE, LICENSEE 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 LICENSE) 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 CITY from any liability whatsoever. The CITY is under no obligation to provide notice to LICENSEE that LICENSEE'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, 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 CITY has actual or constructive notice or knowledge of said claim or alleged damages. LICENSEE agrees that the requirements of this entire LICENSE are reasonable.

20. Any notice or communication required in the administration of this LICENSE shall be sent by certified mail, return receipt requested, to the CITY as follows: City Manager, City of Midland, PO Box 1152, Midland, Texas, 79701. Any notice or communication required in the administration of this LICENSE shall be sent by certified mail, return receipt requested, to the Permittee as follows: Brandon McGraw, Permit Agent, Dawson Geophysical Company, 508 W. Wall, Suite 800, Midland, Texas 79701.

CITY OF MIDLAND, TEXAS

By _____
Courtney Sharp, City Manager

ATTEST:

By _____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

By _____
Keith Stretcher, City Attorney

PERMITTEE:
DAWSON GEOPHYSICAL COMPANY

By _____

Title: _____

STATE OF TEXAS

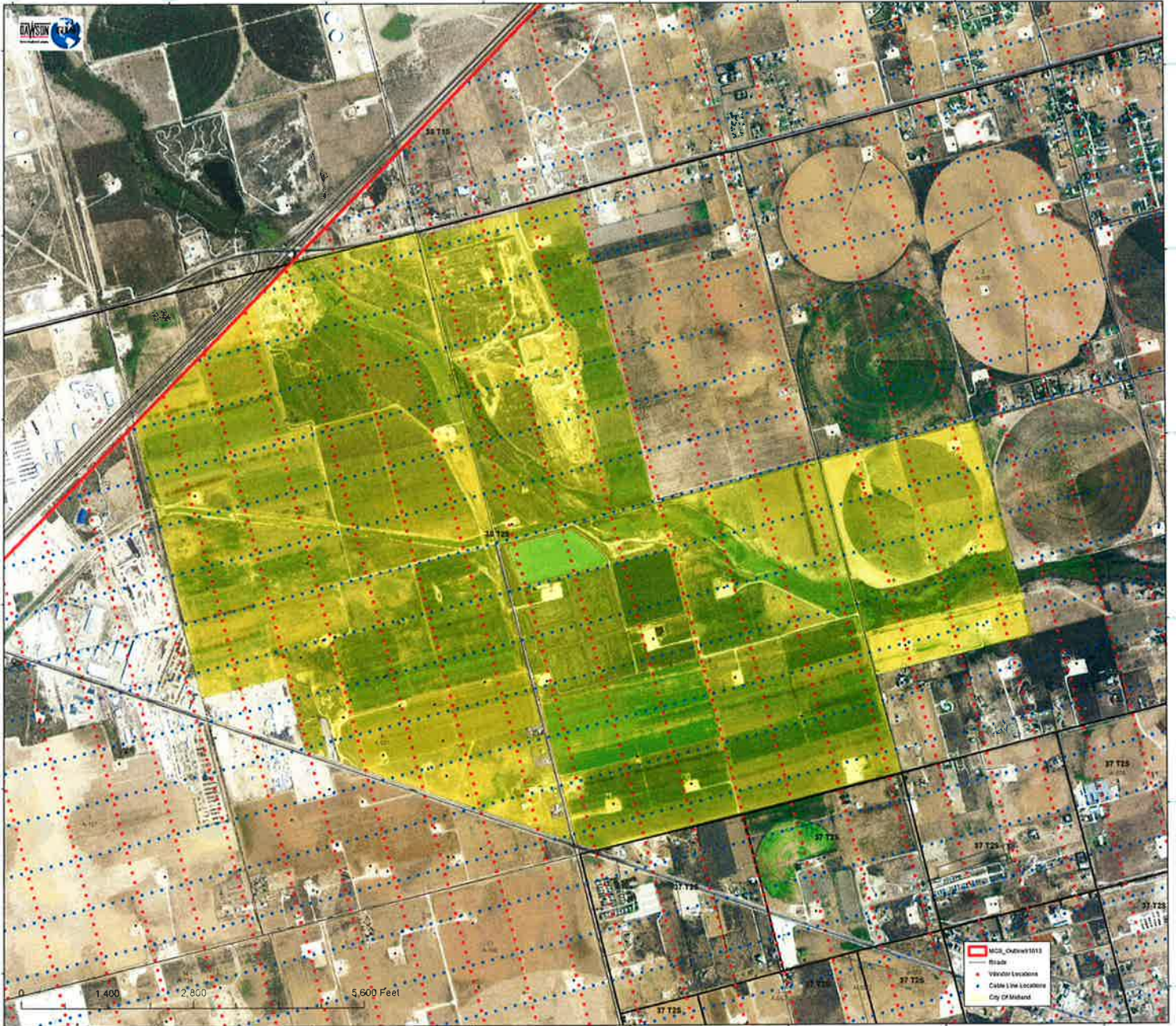
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of _____ 2013, within my jurisdiction, the within named _____, who acknowledged that s/he executed the above and foregoing instrument on the day and year therein mentioned.

Notary Public in and for the State of Texas

Printed Name: _____

Commission Expires: _____



State: TX
 County(s): Midland
 Projection: Lambert Conformal Conic Two Parallel
 Coordinate System: US State Plane
 Units: US Survey Feet
 Zone: TX Central
 Datum: NAD 83
 Ellipsoid: Clarke 1866



Midland City South 3D

104.36 Total Sq Miles
 66,792.94 Total Acres



PIONEER
 NATURAL RESOURCES CANADA INC.



Date: 9/18/2013

Exhibit "A"



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by D.R. Horton and Curt Alvin for the vacation of street rights-of-way being 0.703-acres of Baca Circle, 0.103-acres of Baca Street, 0.181-acres of Cerrillos Avenue, 0.57-acres of Cerrillos Court, 0.123-acres of Conquistador Court, 0.014-acres of Gallop Court, 0.0002-acres of Guadalupe Street, 0.614-acres of Magellan Street, 0.409-acres of San Francisco Avenue, 0.079-acres of St. Michael Court, and for the vacation of 1.301-acres of adjacent alleys, all in the City and County of Midland, Texas. (Generally located on the east side of State Hwy 349, north of east extension of Mockingbird Lane, District 1.)

Purpose:

Consider an ordinance on second reading on a request by D.R. Horton and Curt Alvin for the vacation of street rights-of-way being 0.703-acres of Baca Circle, 0.103-acres of Baca Street, 0.181-acres of Cerrillos Avenue, 0.57-acres of Cerrillos Court, 0.123-acres of Conquistador Court, 0.014-acres of Gallop Court, 0.0002-acres of Guadalupe Street, 0.614-acres of Magellan Street, 0.409-acres of San Francisco Avenue, 0.079-acres of St. Michael Court, and for the vacation of 1.301-acres of adjacent alleys, all in the City and County of Midland, Texas

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This request is associated with the replatting of Adobe Meadows, Sections 1, 3, 4, and 5. This replat proposes to realign and extend some of the streets that, while dedicated in the

1980's, were never constructed; it will also adjust some of the lot sizes. This replat proposes to vacate certain portions of streets, and to rededicate compensating rights-of-way. Second reading of this ordinance is conditioned upon the submittal of a final plat, in property form for approval. We have since received a completed final plat application that will dedicate the compensating right-of-way. Therefore, it is now appropriate to consider this ordinance on second and final reading.

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 0.703-ACRE PORTION OF BACA CIRCLE, A 0.103-ACRE PORTION OF BACA STREET, A 0.181-ACRE PORTION OF CERRILLOS AVENUE, A 0.57-ACRE PORTION OF CERRILLOS COURT, A 0.123-ACRE PORTION OF CONQUISTADOR COURT, A 0.014-ACRE PORTION OF GALLOP COURT, A 0.002-ACRE PORTION OF GUADALUPE STREET, A 0.614-ACRE PORTION OF MAGELLAN STREET, A 0.409-ACRE PORTION OF SAN FRANCISCO AVENUE, A 0.079-ACRE PORTION OF ST. MICHAEL COURT, AND A 1.301 ACRES OF ADJACENT ALLEYS, ALL OUT OF ADOBE MEADOWS, SECTIONS 1, 3, 4 AND 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF THE EAST EXTENSION OF MOCKINGBIRD LANE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$12,502.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.703-acre portion of Baca Circle , a 0.103-acre portion of Baca Street, a 0.181-acre portion of Cerrillos Avenue, a 0.57-acre portion of Cerrillos Court, a 0.123-acre portion of Conquistador Court, a 0.14-acre portion of Gallop Court, a 0.002-acre portion of Guadalupe Street, a 0.614-acre portion of Magellan Street, a 0.409-acre portion of San Francisco Avenue, a 0.079-acre portion of St. Michael Court, and 1.301 acres of adjacent alleys, all out of Adobe Meadows, Sections 1, 3, 4 and 5, City and County of Midland, Texas, are no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the right-of-way has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest

in the right-of-way at \$12,502.00, as shown in Exhibit “B” attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to waive the fee for the cost of the right-of-way in exchange for the abutting property owner’s dedication of right-of-way of equal value to the City through the plat of Adobe Meadows, Section 6; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the right-of-way described herein;

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

SECTION ONE. That the 0.703-acre portion of Baca Circle, the 0.103-acre portion of Baca Street, the 0.181-acre portion of Cerrillos Avenue, the 0.57-acre portion of Cerrillos Court, the 0.123-acre portion of Conquistador Court, the 0.14-acre portion of Gallop Court, the 0.002-acre portion of Guadalupe Street, the 0.614-acre portion of Magellan Street, the 0.409-acre portion of San Francisco Avenue, the 0.079-acre portion of St. Michael Court, and 1.301 acres of adjacent alleys, all out of Adobe Meadows, Sections 1, 3, 4 and 5, City and County of Midland, Texas, as described in Exhibits “A.1” through “A.42” attached hereto and made a part hereof for all legal purposes, are hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby only abandoning the public interest in said property and this ordinance in no way affects any private easement or access easement which abutting property owners may have in said right-of-way.

SECTION TWO. That the fee for the cost of the right-of-way vacated and abandoned herein to the adjoining property owner is hereby waived in exchange for the abutting property owner’s dedication of right-of-way of equal value to the City through the plat of Adobe Meadows, Section 6 .

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for

purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS ____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

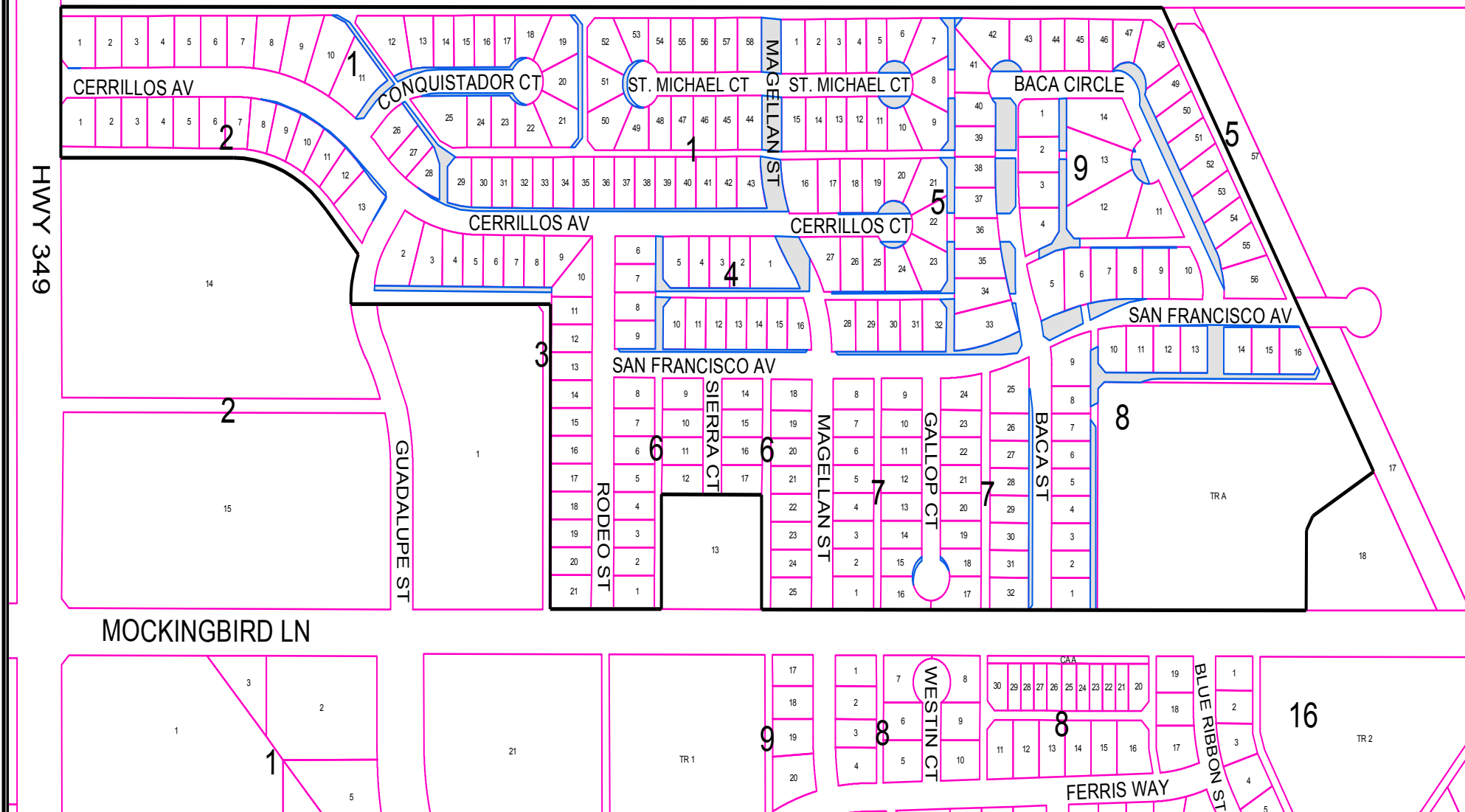
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



Consider a request for the vacation of portions of rights-of-way being 0.703-acres of Baca Circle, 0.103-acres of Baca Street, 0.181-acres of Cerrillos Avenue, 0.57-acres of Cerrillos Court, 0.123-acres of Conquistador Court, 0.014-acres of Gallop Court, 0.002-acres of Guadalupe Street, 0.614-acres of Magellan Street, 0.409-acres of San Francisco Avenue, 0.079-acres of St. Michael Court and 1.301-acres of adjacent alleys, all contained within Adobe Meadows, Sections 1, 3, 4 and 5, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- PARCEL
- AREA BOUNDARY
- VACATION BOUNDARY

LOCATION MAP

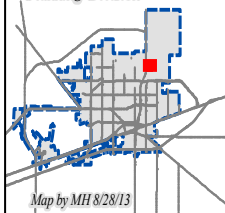
V - 13 - 014

Scale: 1" = 300'



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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, ZONING, OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

City of Midland, Texas
Planning Division



Map by MH 8/28/13

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 1

CERRILLOS AVENUE (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 7 SQUARE FEET OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CERRILLOS AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 7 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718230.48', E(X) 1753915.03') at the intersection of the north right-of-way line of said Cerrillos Avenue and the south line of Lot 1, Block 1 of said Adobe Meadows, Section 1 with the proposed west line of a proposed 20 foot wide alley for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 130.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 2361.99 feet;

THENCE South 14°28'20" East along the said proposed west line of said proposed 20 foot wide alley a distance of 0.22 feet to a point in the proposed north line of proposed Cerrillos Avenue for the southeast corner hereof;

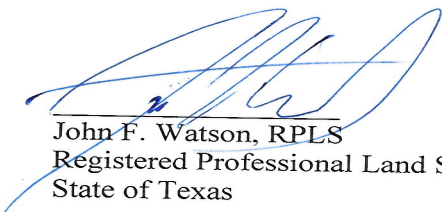
THENCE South 75°31'40" West along the said proposed north line of said proposed Cerrillos Avenue a distance of 31.93 feet to a point at the east end of the proposed line connecting the said proposed north line of said proposed Cerrillos Avenue and the east line of State Highway 349 Business for the southwest corner hereof;

THENCE North 59°31'27" West along said line connecting the said proposed north line of said proposed Cerrillos Avenue and the said east line of said State Highway 349 Business a distance of 0.32 feet to a point in said north line of said Cerrillos Avenue and the said south line of said Lot 1 of said Block 1 for the northwest corner hereof;

THENCE North 75°32'22" East along the said north line of said Cerrillos Avenue a distance of 32.16 feet to the **POINT OF BEGINNING** and containing 7 square feet of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. V13-014
33.8

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 2

CERRILLOS AVENUE (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.002 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CERRILLOS AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.002 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718235.47', E(X) 1753934.40') at the intersection of the north right-of-way line of said Cerrillos Avenue and the south line of Lot 1, Block 1 of said Adobe Meadows, Section 1 with the proposed east line of a proposed 20 foot wide alley for the northwest corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 130.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 2341.99 feet;

THENCE along the said north line of said Cerrillos Avenue the following two (2) calls:

1. North 75°32'22" East a distance of 395.86 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 30.34 feet, a radius of 529.95 feet and a chord bearing of North 77°10'47" East a distance of 30.34 feet to a point in the curving south line of Lot 7 of said Block 1 of said Adobe Meadows, Section 1 at the intersection of the proposed curving north line of proposed Cerrillos Avenue for the east corner hereof;

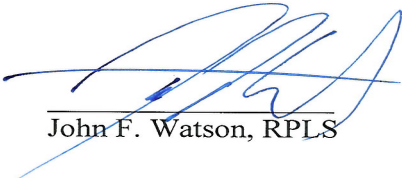
THENCE along the said proposed north line of said proposed Cerrillos Avenue the following two (2) calls:

1. Along said curve turning to the left an arc length of 27.86 feet, a radius of 529.95 feet and a chord bearing of South 77°02'48" West a distance of 27.85 feet to a point at end of curve;
2. South 75°31'40" West a distance of 398.34 feet to a point for the southeast corner of the said proposed 20 foot wide alley and southwest corner hereof;

THENCE North 14°28'20" West along the said east line of the said proposed 20 foot wide alley a distance of 0.22 feet to the **POINT OF BEGINNING** and containing 0.002 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS



July 29, 2013

Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 3

**CONQUISTADOR COURT (TO BE VACATED), ADOBE MEADOWS, SECTION 1
AND ALLEY (TO BE VACATED) BLOCK 1, ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.085 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CONQUISTADOR COURT AND A PART OF THAT CERTAIN ALLEY ADJACENT TO LOTS 10 AND 11, BLOCK 1, DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.085 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718506.73', E(X) 1754545.75') for an angle point in the south line of an existing alley and an angle point in the north line of said Lot 10 of said Block 1 for the west corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 20.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along said north line of said Adobe Meadows, Section 1 a distance of 1682.27 feet;

THENCE along the proposed south and southwest lines of said proposed alley the following three (3) calls:

1. North 75°32'22" East a distance of 11.90 feet to a point for an angle point hereof;
2. South 80°45'35" East a distance of 36.63 feet to a point for an angle point hereof;
3. South 57°03'32" East a distance of 178.55 feet to a point in the proposed curving northwest line of proposed Conquistador Court for the northeast corner hereof;

THENCE along the proposed northwest and west lines of said proposed Conquistador Court the following two (2) calls:

1. Along said curve turning to the left an arc length of 92.95 feet, a radius of 255.00 feet and a chord bearing of South 36°28'35" West a distance of 92.44 feet to a point at end of curve;
2. South 26°02'01" West a distance of 17.63 feet to a point at the east end of the proposed line connecting the said proposed west line of said proposed Conquistador Court and the proposed north line of proposed Cerrillos Avenue for an angle point hereof;

THENCE South 69°57'56" West along the said proposed line connecting the said proposed west line of said proposed Conquistador Court and the said proposed curving north line of said proposed Cerrillos Avenue a distance of 21.60 feet to a point in the said proposed curving north line of said proposed Cerrillos Avenue for an angle point hereof;

THENCE along the said proposed curving north line of said proposed Cerrillos Avenue along said curve turning to the left an arc length of 1.87 feet, a radius of 529.95 feet and a chord bearing of North 67°00'53" West a distance of 1.87 feet to a point in the west line of said Conquistador Court and the east line of said Lot 11 of said Block 1 for the southwest corner hereof;

THENCE along the said west and northwest line of said Conquistador Court and the east line of said Lot 11 of said Block 1 the following two (2) calls:

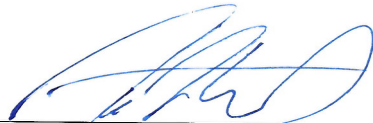
1. North $26^{\circ}11'34''$ East a distance of 42.31 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 76.52 feet, a radius of 220.00 feet and a chord bearing of North $36^{\circ}09'23''$ East a distance of 76.13 feet to a point in the southwest line of said existing alley for the northeast corner of said Lot 11 of said Block 1 and an interior corner hereof;

THENCE along the southwest and south line of said existing alley and the northeast line of said Lot 11 and the northeast and north line of said Lot 10 of said Block 1 the following two (2) calls:

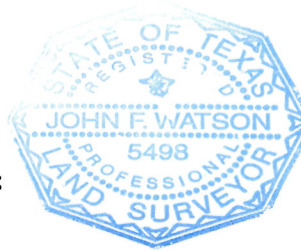
1. North $56^{\circ}53'27''$ West a distance of 167.47 feet to a point for an angle point hereof;
2. North $80^{\circ}40'32''$ West a distance of 36.60 feet to the **POINT OF BEGINNING** and containing 0.085 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. 11-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 4

CERRILLOS AVENUE (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.020 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CERRILLOS AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.020 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718282.22', E(X) 1754359.07') in the curving south right-of-way line of said Cerrillos Avenue and the curving north line of Lot 7, Block 2 of said Adobe Meadows, Section 1 at the intersection of the proposed curving south right-of-way line of proposed Cerrillos Avenue for the west corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 190.78 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 1919.10 feet;

THENCE along the said proposed south line of said proposed Cerrillos Avenue the following two (2) calls:

1. Along said curve turning to the right an arc length of 321.33 feet, a radius of 469.95 feet and a chord bearing of South 81°52'36" East a distance of 315.10 feet to a point at end of curve;
2. South 62°17'19" East a distance of 123.22 feet to a point at the north end of the proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the proposed west line of proposed Guadalupe Street for an angle point hereof;

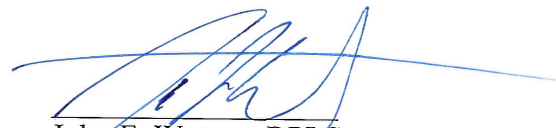
THENCE South 19°06'44" East along the said proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the said proposed west line of said proposed Guadalupe Street a distance of 9.22 feet to a point in the curving south line of said Cerrillos Avenue and the curving north line of Lot 13 of said Block 2 of said Adobe Meadows, Section 1 for the east corner hereof;

THENCE along the said south line of said Cerrillos Avenue the following three (3) calls:

1. Along said curve turning to the right an arc length of 67.45 feet, a radius of 406.00 feet and a chord bearing of North 61°39'00" West a distance of 67.37 feet to a point at end of curve;
2. North 56°53'27" West a distance of 20.39 feet to a point for the point of curvature of a curve to the left;
3. Along said curve turning to the left an arc length of 363.13 feet, a radius of 469.95 feet and a chord bearing of North 79°01'37" West a distance of 354.16 feet to the **POINT OF BEGINNING** and containing 0.020 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 5

GUADALUPE STREET (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.002 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF GUADALUPE STREET DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.002 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718164.66', E(X) 1754785.55') in the west right-of-way line of said Guadalupe Street and the east line of Lot 13, Block 2 of said Adobe Meadows, Section 1 at the intersection of the proposed right-of-way line connecting the proposed south right-of-way line of proposed Cerrillos Avenue with the proposed west right-of-way line of proposed Guadalupe Street for the north corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 411.11 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 1535.48 feet;

THENCE South 19°06'44" East along the said proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the said proposed west line of said proposed Guadalupe Street a distance of 5.23 feet to a point for the south end of the said proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the said proposed west line of said proposed Guadalupe Street and an angle point hereof;

THENCE along the said proposed west line of said proposed Guadalupe Street the following two calls:

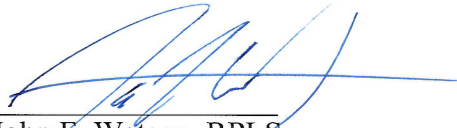
1. South 24°03'52" West a distance of 44.64 feet to a point for the point of curvature of a curve to the left;
2. Along said curve turning to the left an arc length of 84.82 feet, a radius of 319.39 feet and a chord bearing of South 16°27'25" West a distance of 84.57 feet to a point in the curving west line of said Guadalupe Street and the curving east line of said Lot 13 of said Block 2 for the south corner hereof;

THENCE along the said west right-of-way line of said Guadalupe Street the following two calls:

1. Along said curve turning to the right an arc length of 65.22 feet, a radius of 319.39 feet and a chord bearing of North 14°41'58" East a distance of 65.11 feet to a point at end of curve;
2. North 20°32'58" East a distance of 68.16 feet to the **POINT OF BEGINNING** and containing 0.002 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. V-13014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 6

ALLEY (TO BE VACATED) BLOCK 3, ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.110 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 30 FOOT WIDE ALLEY ALONG THE SOUTH SIDE OF LOTS 2, 3, 4, 5, 6, 7, 8 AND 9 AND THE WEST SIDE OF LOT 10, BLOCK 3, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.110 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10717964.37', E(X) 1754805.33') in the curving east right-of-way line of Guadalupe Street for the southwest corner hereof from which a southwest corner of said Adobe Meadows, Section 1, being also the southwest corner of said Guadalupe Street as shown on said Adobe Meadows, Section 1 bears South 14°27'38" East a distance of 20.00 feet to a point in a south line of said Adobe Meadows, Section 1 and South 75°32'22" West along said south line of said Adobe Meadows, Section 1 a distance of 60.28 feet;

THENCE along said curving east line of said Guadalupe Street along said curve turning to the right an arc length of 10.05 feet, a radius of 190.71 feet and a chord bearing of North 09°14'12" West a distance of 10.04 feet to a point for the southwest corner of said Lot 2 of said Block 3 and the northwest corner hereof;

THENCE North 75°32'22" East along the south line of said Lots 2, 3, 4, 5, 6, 7, 8 and 9 of said Block 3 a distance of 476.87 feet to a point for the southeast corner of said Lot 9 of said Block 3 and an angle point in the west line of said Lot 10 of said Block 3 and the northeast corner hereof;

THENCE South 14°27'38" East along the said west line of said Lot 10 of said Block 3 a distance of 10.15 feet to a point in the proposed north line of a proposed alley for the southeast corner hereof;

THENCE South 75°33'25" West along the said proposed north line of said proposed alley a distance of 477.78 feet to the **POINT OF BEGINNING** and containing 0.110 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. V-13-014

33.17

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 7

CONQUISTADOR COURT (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.032 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CONQUISTADOR COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.032 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718453.72', E(X) 1755099.67') in the curving south line of said Conquistador Court and the curving north line of Lot 22, Block 1 of said Adobe Meadows, Section 1 at the intersection of the proposed curving south line of proposed Conquistador Court for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 209.65 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 1159.13 feet;

THENCE along the south line of said Conquistador Court the following three (3) calls:

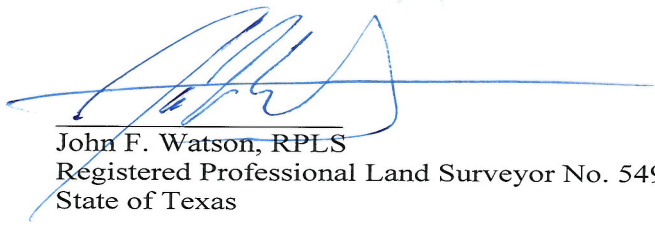
1. Along said curve turning to the right an arc length of 52.25 feet, a radius of 50.00 feet and a chord bearing of North 81°15'57" West a distance of 49.90 feet to a point for a point at end of curve;
2. South 75°32'22" West a distance of 222.72 feet to a point for the point of curvature of a curve to the left;
3. Along said curve turning to the left an arc length of 13.64 feet, a radius of 160.00 feet and a chord bearing of South 73°05'51" West a distance of 13.63 feet to a point in the curving north line of Lot 25 of said Block 1 of said Adobe Meadows, Section 1 and the said proposed curving south line of said proposed Conquistador Court for the west corner hereof;

THENCE along the said proposed south line of said Conquistador Court the following three (3) calls:

1. Along said curve turning to the right an arc length of 47.94 feet, a radius of 205.00 feet and a chord bearing of North 68°50'22" East a distance of 47.84 feet to a point at end of curve;
2. North 75°32'22" East a distance of 197.27 feet to a point for the point of curvature of a curve to the left;
3. Along said curve turning to the left an arc length of 46.48 feet, a radius of 50.00 feet and a chord bearing of South 71°05'25" East a distance of 44.82 feet to the **POINT OF BEGINNING** and containing 0.032 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V.13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 8

CONQUISTADOR COURT (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.053 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CONQUISTADOR COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.053 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718549.88', E(X) 1755074.87') in the curving north line of said Conquistador Court and the curving south line of Lot 18, Block 1 of said Adobe Meadows, Section 1 at the intersection of the proposed curving north line of proposed Conquistador Court for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 110.35 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 1159.13 feet;

THENCE along the said proposed north line of the said proposed Conquistador Court the following three (3) calls:

1. Along said curve turning to the left an arc length of 46.48 feet, a radius of 50.00 feet and a chord bearing of South 42°10'07" West a distance of 44.82 feet to a point at end of curve;
2. South 75°32'22" West a distance of 197.27 feet to a point for the point of curvature of a curve to the left;
3. Along said curve turning to the left an arc length of 106.53 feet, a radius of 255.00 feet and a chord bearing of South 63°34'17" West a distance of 105.76 feet to a point in the proposed northeast line of a proposed 20 foot wide alley for the south corner hereof;

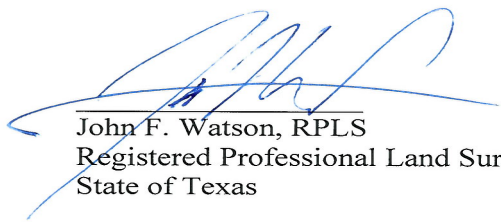
THENCE North 57°03'32" West along the said proposed northeast line of the said proposed 20 foot wide alley a distance of 15.93 feet to a point in the curving north line of said Conquistador Court and the curving south line of Lot 12 of said Block 1 of said Adobe Meadows, Section 1 for the west corner hereof;

THENCE along the north line of said Conquistador Court the following three (3) calls:

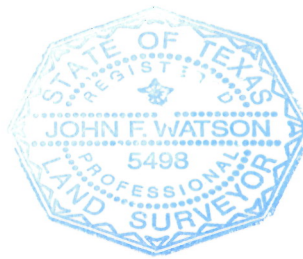
1. Along said curve turning to the right an arc length of 82.26 feet, a radius of 220.00 feet and a chord bearing of North 64°49'39" East a distance of 81.78 feet to a point at end of curve;
2. North 75°32'22" East a distance of 222.72 feet to a point for the point of curvature of a curve to the right;
3. Along said curve turning to the right an arc length of 52.25 feet, a radius of 50.00 feet and a chord bearing of North 52°20'40" East a distance of 49.90 feet to the **POINT OF BEGINNING** and containing 0.053 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. V-13014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 9

ALLEY (TO BE VACATED) BLOCK 1, ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.075 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOTS 19, 20 AND 21, BLOCK 1, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.075 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718669.94', E(X) 1755178.64') for an angle point in a proposed alley for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 20.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along said north line of said Adobe Meadows, Section 1 a distance of 1028.67 feet;

THENCE along the proposed southwest, west and northwest lines of said proposed alley the following three (3) calls:

1. South 59°32'40" East a distance of 28.33 feet to a point for an angle point hereof;
2. South 14°37'42" East a distance of 239.98 feet to a point for an angle point hereof;
3. South 30°27'18" West a distance of 28.27 feet to a point for an angle point in said proposed alley for the southeast corner hereof;

THENCE South 75°32'22" West along the proposed north line of said proposed alley a distance of 12.13 feet to a point for the southeast corner of said Lot 21 of said Block 1 and the southwest corner hereof;

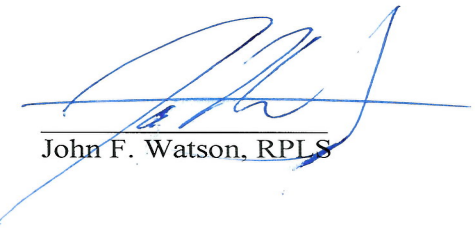
THENCE along the southeast and east line of said Lot 21, the east line of said Lot 20 and the east and northeast line of said Lot 19 of said Block 1 the following three (3) calls:

1. North 30°32'22" East a distance of 28.28 feet to a point for an angle point hereof ;
2. North 14°27'38" West a distance of 240.00 feet to a point for an angle point hereof;
3. North 59°27'38" West a distance of 28.28 feet to a point in the proposed south line of said proposed alley for the northwest corner of said Lot 19 of said Block 1 and the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of the said proposed alley a distance of 11.33 feet to the **POINT OF BEGINNING** and containing 0.075 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS



July 29, 2013

Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 10

ST. MICHAEL COURT (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.027 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF ST. MICHAEL COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.027 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

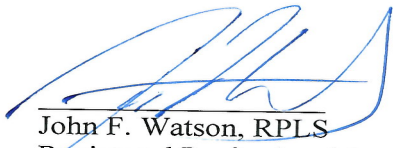
BEGINNING at a point (N(Y) 10718627.31', E(X) 1755375.08') in the curving north line of said St. Michael Court and the curving south line of Lot 53, Block 1 of said Adobe Meadows, Section 1 at the intersection of the proposed curving west line of proposed San Miguel Court for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 110.33 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 849.10 feet;

THENCE along the said proposed curving west line of said proposed San Miguel Court along said curve turning to the left an arc length of 145.40 feet, a radius of 50.00 feet and a chord bearing of South 14°22'21" East a distance of 99.32 feet to a point in the curving south line of said St. Michael Court and the curving north line of Lot 49 of said Block 1 of said Adobe Meadows, Section 1 for the southeast hereof;

THENCE along said curving west line of said St. Michael Court turning to the right an arc length of 168.76 feet, a radius of 50.00 feet, a chord bearing of North 14°22'21" West a distance of 99.32 feet to the **POINT OF BEGINNING** and containing 0.027 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014

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TRACT 11

**MAGELLAN STREET (TO BE VACATED), ADOBE MEADOWS, SECTION 1,
CERRILLOS AVENUE (TO BE VACATED), ADOBE MEADOWS, SECTION 1
AND ALLEY (TO BE VACATED) BLOCK 1, ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.382 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF MAGELLAN STREET, A PART OF CERRILLOS AVENUE AND A PART OF THAT CERTAIN ALLEY ADJACENT TO LOTS 26 AND THROUGH 43, BLOCK 1, ALL DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.382 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718518.98', E(X) 1755794.62') at the intersection of the curving east right-of-way line of said Magellan Street with the proposed south line of a proposed 20 foot wide alley for the northwest corner of Lot 16, Block 5 of said Adobe Meadows, Section 1 and northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 320.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 469.91 feet;

Thence along said curving east line of said Magellan Street and the said curving west line of said Lot 16 of said Block 5 along said curve turning to the left an arc length of 119.34 feet, a radius of 347.77 feet and a chord bearing of South 26°02'30" East a distance of 118.76 feet to a point in the proposed north line of said proposed Cerrillos Avenue for the southeast corner hereof;

THENCE along the said proposed north line of proposed Carrillos Avenue the following two (2) calls:

1. South 75°33'25" West a distance of 851.49 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 164.38 feet, a radius of 270.00 feet and a chord bearing of North 87°00'07" West a distance of 161.85 feet to a point in the curving south line of said Lot 28 of said Block 1 and the curving north line of said Cerrillos Avenue and southwest corner hereof;

THENCE along said curving south line of said Lot 28 of said Block 1 and the said curving north line of said Cerrillos Avenue along said curve turning to the left an arc length of 62.21 feet, a radius of 346.00 feet and a chord bearing of South 80°55'10" East a distance of 62.12 feet to a point for the southeast corner of said Lot 28 of said Block 1 and an interior corner hereof;

Thence along east line of said Lot 28 and the northeast line of said Lots 27 and 26 of said Block 1 the following three (3) calls:

1. North 14°27'38" West a distance of 79.95 feet to a point for an angle point hereof;
2. North 35°40'32" West a distance of 37.29 feet to a point for an angle point hereof;
3. North 56°53'27" West a distance of 120.35 feet to a point in the proposed curving southeast line of proposed Conquistador Court for an ell corner hereof;

THENCE along said proposed curving southeast line of said proposed Conquistador Court along said curve turning to the right an arc length of 8.29 feet, a radius of 205.00 feet and a chord

bearing of North 48°49'11" East a distance of 8.29 feet to a point in the proposed southwest line of a proposed 20 foot wide alley and an ell corner hereof;

Thence along the proposed southwest and south line of the said proposed 20 foot wide alley the following two (2) calls:

1. South 57°16'25" East a distance of 132.13 feet to a point for an angle point in the north line of said alley to be vacated for an angle point hereof;
2. South 80°49'56" East a distance of 44.93 feet to a point in the north line of said Lot 29 of said Block 1 for an angle point hereof;

THENCE along the north and west lines of said Lot 29 of said Block 1 the following three (3) calls:

1. South 75°32'22" West a distance of 3.67 feet to a point for an angle point hereof;
2. South 30°32'22" West a distance of 28.28 feet to a point for an angle point hereof;
3. South 14°27'38" East a distance of 78.32 feet to a point in the said curving north line of said Cerrillos Avenue for the southwest corner of said Lot 29 of said Block 1 and an interior corner hereof;

THENCE along the south line of said Lots 29 through 43 of said Block 1 of said Adobe Meadows, Section I and the said north line of said Cerrillos Avenue the following two (2) calls:

1. Along said curve turning to the left an arc length of 90.18 feet, a radius of 346.00 feet and a chord bearing of North 83°00'21" East a distance of 89.92 feet to a point for the point at end of curve;
2. North 75°32'22" East a distance of 774.02 feet to a point in the curving west line of said Magellan Street for the southeast corner of said Lot 43 of said Block 1 and an interior corner hereof;

THENCE along the said curving west line of said Magellan Street and said curving east line of said Lot 43 of said Block 1 along said curve turning to the right an arc length of 111.83 feet, a radius of 407.77 feet and a chord bearing of North 23°48'36" West a distance of 111.48 feet to a point in the said proposed south line of the said proposed 20 foot wide alley for the northeast corner of said Lot 43 of said Block 1 and an ell corner hereof;

THENCE North 75°32'19" East along the said proposed south line of the said proposed 20 foot wide alley a distance of 60.02 feet to the **POINT OF BEGINNING** and containing 0.382 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. 13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 12

**SAN FRANCISCO AVENUE (TO BE VACATED), ADOBE MEADOWS, SECTION 5,
AND ALLEY (TO BE VACATED) BLOCK 4, ADOBE MEADOWS, SECTION 5**

LEGAL DESCRIPTION: BEING 0.115 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF SAN FRANCISCO AVENUE AND A PART OF A OF THAT CERTAIN ALLEY ALONG THE EAST LINE OF LOTS 8 AND 9 AND THE WEST LINE OF LOT 10, BLOCK 4, ALL DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.115 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718139.71', E(X) 1755965.76') at the intersection of the proposed line connecting the proposed west line of proposed Magellan Street with the proposed north line of proposed San Francisco Avenue with the north line of said San Francisco Avenue and the south line of Lot 16, Block 4 of said Adobe Meadows, Section 5 for the northeast corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears North 14°27'38" West a distance of 729.99 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 398.89 feet;

THENCE South 30°32'53" West along the said proposed line connecting the said proposed west line of said proposed Magellan Street with the said proposed north line of said proposed San Francisco Avenue a distance of 8.09 feet to a point for the south end of the said proposed line connecting the said proposed west line of said proposed Magellan Street with the said proposed north line of said proposed San Francisco Avenue for an angle point hereof;

THENCE South 75°33'23" West along the said proposed north line of said proposed San Francisco Avenue a distance of 499.41 feet to a point for the east end of the proposed line connecting the said proposed north line of said proposed San Francisco Avenue with the east line of Rodeo Street for an angle point hereof;

THENCE North 59°27'07" West along the said proposed line connecting the said proposed north line of said proposed San Francisco Avenue with the said east line of said Rodeo Street a distance of 7.89 feet to a point in the north line of said San Francisco Avenue and the south line of said Lot 9 of said Block 4 for the west corner hereof;

THENCE North 75°32'27" East along the north line of said San Francisco Avenue and the south line of said Lot 9 of said Block 4 a distance of 100.67 feet to a point for the southeast corner of said Lot 9 of said Block 4 for an interior corner hereof;

THENCE North 14°27'38" West along the east line of said Lots 9 and 8 of said Block 4 a distance of 103.78 feet to a point in the proposed south line of a proposed 20 foot wide alley for the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 33.71 feet to a point in the west line of said Lot 10 of said Block 4 for the northeast corner of said alley to be vacated and an angle point hereof;

THENCE along the west line of said Lot 10 of said Block 4 the following two (2) calls:

1. South 30°32'22" West a distance of 19.40 feet to a point for an angle point hereof;
2. South 14°27'38" East a distance of 90.07 feet to a point for the southwest corner of said Lot 10 of said Block 4 and an interior corner hereof;

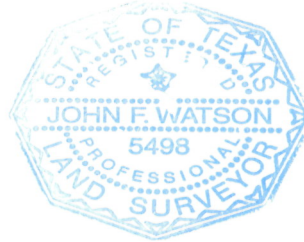
THENCE North 75°32'27" East along the north line of said San Francisco Avenue and the south line of Lots 10 through 16 of said Block 4 of said Adobe Meadows, Section 5 a distance of 390.04 feet to the **POINT OF BEGINNING** and containing 0.115 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



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TRACT 13

MAGELLAN STREET (TO BE VACATED), ADOBE MEADOWS, SECTION 1, AND ALLEY (TO BE VACATED) BLOCK 4, ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.250 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF MAGELLAN STREET AND A PART OF THAT CERTAIN ALLEY ADJACENT TO LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 4, ALL DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.250 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718361.80', E(X) 1755891.30') at the intersection of the curving east right-of-way line of said Magellan Street and the curving west line of Lot 27, Block 5 of said Adobe Meadows, Section 1 with the proposed south line of proposed Cerrillos Avenue for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 496.35 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 415.53 feet;

THENCE along the said east line of said Magellan Street and the west line of said Lot 27 of said Block 5 the following three (3) calls:

1. Along said curve turning to the left an arc length of 15.50 feet, a radius of 347.77 feet and a chord bearing of South 48°15'33" East a distance of 15.50 feet to a point at end of curve;
2. South 49°32'10" East a distance of 25.56 feet to a point for the point of curvature of a curve to the right;
3. Along said curve turning to the right an arc length of 4.60 feet, a radius of 347.77 feet and a chord bearing of South 49°09'26" East a distance of 4.60 feet to a point in the proposed west line of proposed Magellan Street for an angle point hereof;

THENCE South 14°27'38" East along the said proposed west line of said proposed Magellan Street a distance of 72.27 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof;

THENCE South 75°32'22" West along the said proposed north line of the said proposed 20 foot wide alley a distance of 419.32 feet to a point in the east line of said Lot 7 of said Block 4 for the southwest corner hereof;

THENCE North 14°25'02" West along the east line of said Lots 7 and 6 of said Block 4 a distance of 109.97 feet to a point in the said proposed south line of said proposed Cerrillos Avenue for the northwest corner hereof;

THENCE North 75°33'25" East along the said proposed south line of said proposed Cerrillos Avenue a distance of 20.00 feet to a point in the west line of said Lot 5 of said Block 4 for an ell corner hereof;

THENCE along the west and south lines of said Lot 5 and the south line of said Lots 4, 3, 2 and 1 of said Block 4 the following three (3) calls:

1. South 14°25'02" East a distance of 83.70 feet to a point for an angle point hereof;
2. South 59°26'20" East a distance of 28.37 feet to a point for an angle point hereof;

3. North $75^{\circ}32'22''$ East a distance of 348.75 feet to a point in the curving west line of said Magellan Street for the southeast corner of said Lot 1 of said Block 4 and an interior corner hereof;

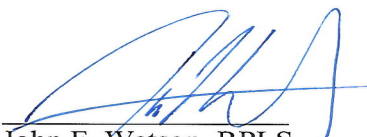
THENCE along the west line of said Magellan Street and the east line of said Lot 1 of said Block 4 the following three (3) calls:

1. Along said curve turning to the left an arc length of 41.29 feet, a radius of 287.77 feet and a chord bearing of North $45^{\circ}25'30''$ West a distance of 41.26 feet to a point at end of curve;
2. North $49^{\circ}32'10''$ West a distance of 25.56 feet to a point for the point of curvature of a curve to the right;
3. Along said curve turning to the right an arc length of 55.42 feet, a radius of 407.77 feet and a chord bearing of North $45^{\circ}38'32''$ West a distance of 55.38 feet to a point in the said proposed south line of said proposed Cerrillos Avenue for an ell corner hereof;

THENCE North $75^{\circ}33'25''$ East along the said proposed south line of said proposed Cerrillos Avenue a distance of 69.16 feet to the **POINT OF BEGINNING** and containing 0.250 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 14

MAGELLAN STREET (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.158 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF MAGELLAN STREET DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.158 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718649.68', E(X) 1755760.82') at the intersection of the east right-of-way line of said Magellan Street with the proposed south line of proposed San Miguel Court for the northwest corner of Lot 15, Block 5 of said Adobe Meadows, Section 1 for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 185.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 470.00 feet;

THENCE South 14°27'38" East along the said east line of said Magellan Street a distance of 115.00 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southwest corner of said Lot 15 of said Block 5 of said Adobe Meadows, Section 1 and southeast corner hereof;

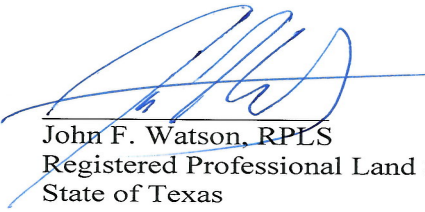
THENCE South 75°32'22" West along the said proposed north line of the said proposed 20 foot wide alley a distance of 60.00 feet to a point in the west line of said Magellan Street for the southeast corner Lot 44, Block 1 of said Adobe Meadows, Section 1 and southwest corner hereof;

THENCE North 14°27'38" West along the said west line of said Magellan Street a distance of 115.00 feet to a point in the said proposed south line of said proposed San Miguel Court for the northeast corner of said Lot 44 of said Block 1 of said Adobe Meadows, Section 1 and northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed San Miguel Court a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.158 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. 13-014 33.31

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 15

MAGELLAN STREET (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.158 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF MAGELLAN STREET DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.158 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718809.45', E(X) 1755719.61') at the intersection of the east right-of-way line of said Magellan Street with the proposed south line of a proposed 20 foot wide alley for the northwest corner of Lot 1, Block 5 of said Adobe Meadows, Section 1 and northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 20.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 470.00 feet;

THENCE South 14°27'38" East along the said east line of said Magellan Street a distance of 115.00 feet to a point in the proposed north line of proposed San Miguel Court for the southwest corner of said Lot 1 of said Block 5 of said Adobe Meadows, Section 1 and southeast corner hereof;

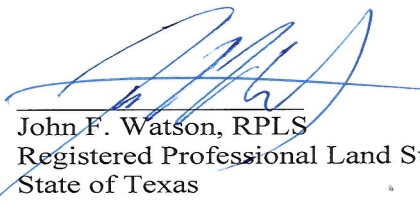
THENCE South 75°32'22" West along the said proposed north line of said proposed San Miguel Court a distance of 60.00 feet to a point in the west line of said Magellan Street for the southeast corner of Lot 58, Block 1 of said Adobe Meadows, Section 1 and southwest corner hereof;

THENCE North 14°27'38" West along the west line of said Magellan Street a distance of 115.00 feet to a point in the said proposed south line of the said proposed 20 foot wide alley for the northeast corner of said Lot 58 of said Block 1 of said Adobe Meadows, Section 1 and northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of the said proposed 20 foot wide alley a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.158 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013



JFWCO Job No. 12-0216

CASE NO. V-13-014 33.32

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 16

ST. MICHAEL COURT (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.026 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF ST. MICHAEL COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.026 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718789.09', E(X) 1756081.15') in the curving north line of said St. Michael Court and the curving south line of Lot 7, Block 1 of said Adobe Meadows, Section 1 at the intersection of the proposed north line of proposed San Miguel Avenue for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 75°32'22" East a distance of 125.00 feet to a point in the east line of said Adobe Meadows, Section 1 and North 14°27'38" West along the said east line of said Adobe Meadows, Section 1 a distance of 130.00 feet;

THENCE South 75°32'22" West along the said proposed north line of said proposed San Miguel Avenue a distance of 80.00 feet to a point in the curving west line of said St. Michael Court and the curving east line of Lot 5 of said Block 1 of said Adobe Meadows, Section 1 for the west corner hereof;

THENCE along said curving north line of said St. Michael Court turning to the right along an arc length of 92.73 feet, a radius of 50.00 feet, a chord bearing of North 75°32'22" East a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.026 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 17

ST. MICHAEL COURT (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.026 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF ST. MICHAEL COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.026 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

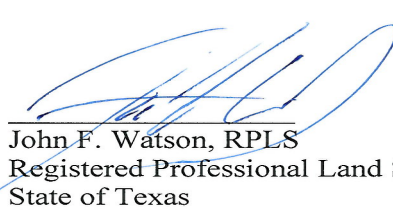
BEGINNING at a point (N(Y) 10718730.99', E(X) 1756096.14') in the curving east line of said St. Michael Court and the curving west line of Lot 9, lock 1 of said Adobe Meadows, Section 1 at the intersection of the proposed south line of proposed San Miguel Avenue for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 75°32'22" East a distance of 125.00 feet to a point in the east line of said Adobe Meadows, Section 1 and North 14°27'38" West along the said east line of said Adobe Meadows, Section 1 a distance of 190.00 feet;

THENCE along the curving south line of said St. Michael Court turning to the right an arc length of 92.73 feet, a radius of 50.00 feet and a chord bearing of South 75°32'22" West a distance of 80.00 feet to a point in the curving north line of Lot 11 of said Block 1 of said Adobe Meadows, Section 1 and the proposed north line of said proposed San Miguel Avenue for the west corner hereof;

THENCE North 75°32'22" East along the said proposed north line of said proposed San Miguel Avenue a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.026 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. 13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 18

CERRILLOS COURT (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.042 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CERRILLOS COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.042 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718493.38', E(X) 1756161.64') in the curving north line of said Cerrillos Court and the curving south line of Lot 21, Block 5 of said Adobe Meadows, Section 1 at the intersection of the proposed north line of proposed Cerrillos Avenue for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 75°32'25" East a distance of 120.90 feet to a point in the east line of said Adobe Meadows, Section 1 and North 14°27'38" West along the said east line of said Adobe Meadows, Section 1 a distance of 436.47 feet;

THENCE South 75°33'25" West along the said proposed north line of said proposed Cerrillos Avenue a distance of 193.71 feet to a point for the east end of the proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the proposed east line of proposed Magellan Street for an angle point hereof;

THENCE North 59°27'06" West along the said proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the said proposed east line of the said proposed Magellan Street a distance of 1.95 feet to a point in the said north line of said Cerrillos Court and the south line of Lot 17 of said Block 5 of said Adobe Meadows, Section 1 for the west corner hereof;

THENCE along the north line of said Cerrillos Court the following two (2) calls:

1. North 75°32'22" East a distance of 107.68 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 106.36 feet, a radius of 50.00 feet and a chord bearing of North 76°28'50" East a distance of 87.41 feet to the **POINT OF BEGINNING** and containing 0.042 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013

CASE NO. V.13.014



John F. Watson & Company

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TRACT 19

CERRILLOS COURT (TO BE VACATED), ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.015 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CERRILLOS COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.015 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

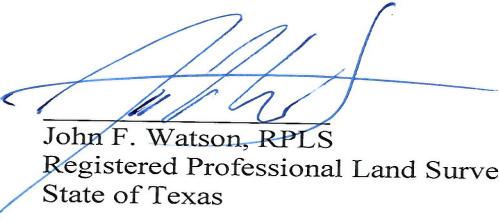
BEGINNING at a point (N(Y) 10718432.82', E(X) 1756167.08') in the curving east line of said Cerrillos Court and the curving west line of Lot 23, Block 5 of said Adobe Meadows, Section 1 at the intersection of the proposed south line of proposed Cerrillos Avenue for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 75°32'25" East a distance of 130.75 feet to a point in the east line of said Adobe Meadows, Section 1 and North 14°27'38" West along the said east line of said Adobe Meadows, Section 1 a distance of 496.47 feet;

THENCE along the said curving south line of said Cerrillos Court turning to the right along an arc length of 75.47 feet, a radius of 50.00 feet and a chord bearing of South 75°33'25" West a distance of 68.51 feet to a point in the curving north line of Lot 25 of said Block 5 of said Adobe Meadows, Section 1 and in the said proposed south line of said proposed Cerrillos Avenue for the west corner hereof;

THENCE North 75°32'25" East along the said proposed south line of said proposed Cerrillos Avenue a distance of 68.51 feet to the **POINT OF BEGINNING** and containing 0.015 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 20

ALLEY (TO BE VACATED) BLOCK 5, ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.099 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOT 22, THE EAST, SOUTHEAST AND SOUTH SIDE OF LOT 23 AND THE SOUTH SIDE OF LOTS 24, 25, 26 AND 27, BLOCK 5, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.099 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718465.44', E(X) 1756293.70') at the intersection of the east line of said Adobe Meadows, Section 1 with the proposed south right-of-way line of proposed Cerrillos Avenue for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 496.47 feet;

THENCE South 14°27'38" East along the said east line of said Adobe Meadows, Section 1 a distance of 109.72 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof from which the southeast corner of said Adobe Meadows, Section 1 bears South 14°27'38" East a distance of 13.81 feet;

THENCE South 75°32'22" West along the said proposed north line of said proposed 20 foot wide alley a distance of 329.61 feet to a point in the proposed east right-of-way line of proposed Magellan Street for the southwest corner hereof;

THENCE North 14°27'38" West along the said proposed east line of said proposed Magellan Street a distance of 6.19 feet to a point in the south line of said Lot 27, Block 5 for an ell corner hereof;

THENCE along the south line of said Lots 27, 26, 25 and 24, the south, southeast and east line of said Lot 23 and the east line of said Lot 22, Block 5 the following three (3) calls:

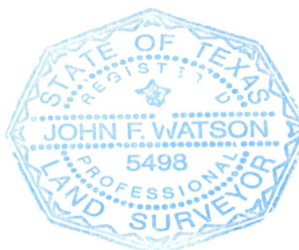
1. North 75°32'22" East a distance of 289.61 feet to a point for an angle point hereof;
2. North 30°32'22" East a distance of 28.28 feet to a point for an angle point hereof;
3. North 14°27'38" West a distance of 83.53 feet to a point in the said proposed south line of said proposed Cerrillos Avenue for an ell corner hereof;

THENCE North 75°33'25" East along the said proposed south line of said proposed Cerrillos Avenue a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.099 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS



July 29, 2013

Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

CASE NO. V-13-014



John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 21

**SAN FRANCISCO AVENUE (TO BE VACATED), ADOBE MEADOWS, SECTION 5,
AND ALLEY (TO BE VACATED) BLOCK 5, ADOBE MEADOWS, SECTION 5**

LEGAL DESCRIPTION: BEING 0.189 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF SAN FRANCISCO AVENUE AND A PART OF THAT CERTAIN ALLEY ALONG THE EAST AND NORTH LINE OF LOT 32, BLOCK 5, ALL DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.189 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718326.52', E(X) 1756512.44') at the intersection of the proposed west line of proposed Baca Street with the north line of said San Francisco Avenue and the south line of Lot 33, Block 5 of Adobe Meadows, Section 4, a subdivision in Midland County, Texas recorded in Cabinet C, Page 182 of said plat records for the most easterly northeast corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 177.11 feet to a point and North 14°27'38" West a distance of 685.61 feet;

THENCE South 25°00'35" East along the said proposed west line of said proposed Baca Street a distance of 30.10 feet to a point for the north end of the proposed line connecting the said proposed west line of said proposed Baca Street with the proposed north line of proposed San Francisco Avenue for an angle point hereof;

THENCE South 20°03'19" West along said proposed line connecting the said proposed west line of said proposed Baca Street with the said proposed north line of said proposed San Francisco Avenue a distance of 21.19 feet to a point for the south end of the said proposed line connecting the said proposed west line of said proposed Baca Street with the said proposed north line of said proposed San Francisco Avenue for the southeast corner hereof;

THENCE along the said proposed north line of said proposed San Francisco Avenue the following two (2) calls:

1. Along a curve turning to the right an arc length of 41.68 feet, a radius of 270.00 feet and a chord bearing of South 71°08'03" West a distance of 41.64 feet to a point at end of curve;
2. South 75°33'23" West a distance of 443.71 feet to a point for the east end of the proposed line connecting the said proposed south line of said proposed San Francisco Avenue with the proposed east line of proposed Magellan Street and an angle point hereof;

THENCE North 59°27'07" West along the said proposed line connecting the said proposed south line of said proposed San Francisco Avenue with the said proposed east line of said proposed Magellan Street a distance of 8.12 feet to a point in the north line of said San Francisco Avenue and the south line of Lot 28, Block 5 of said Adobe Meadows, Section 3 for the west corner of hereof;

THENCE along the north line of said San Francisco Avenue and the south line of Lots 28 through 32 of said Block 5 of said Adobe Meadows, Section 5 the following two (2) calls:

1. North 75°32'27" East a distance of 281.36 feet to a point for the point of curvature of a curve to the left of and hereof;
2. Along said curve turning to the left an arc length of 18.99 feet, a radius of 534.71 feet and a chord bearing of North 74°31'24" East a distance of 18.99 feet to a point for the southeast corner of said Lot 32 of said Block 5 and an interior corner hereof;

THENCE along the east and north line of said Lot 32 of said Block 5 the following two (2) calls:

1. North 14°27'38" West a distance of 89.66 feet to a point for an angle point hereof;
2. North 59°27'38" West a distance of 19.53 feet to a point in the proposed south line of a proposed 20 foot wide alley and the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 33.81 feet to a point in the west line of Lot 34, Block 5 of said Adobe Meadows, Section 4 and the most northerly northeast corner hereof;

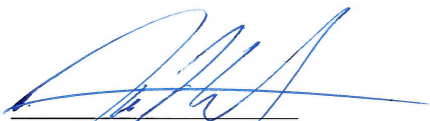
THENCE South 14°27'38" East along the west line of said Lots 34 and 33 of said Block 5 of said Adobe Meadows, Section 4 a distance of 102.39 feet to a point in the said curving north line of said San Francisco Avenue for the southwest corner of said Lot 33 of said Block 5 and an interior corner hereof;

THENCE along the said north line of said San Francisco Avenue and the south line of said Lot 33 of said Block 5 of said Adobe Meadows, Section 4 the following two (2) calls:

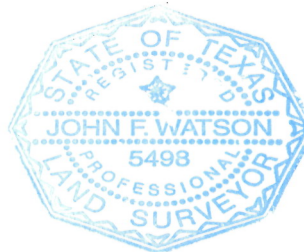
1. Along said curve turning to the left an arc length of 148.37 feet, a radius of 534.71 feet and a chord bearing of North 63°24'32" East a distance of 147.89 feet to a point at end of curve;
2. North 55°27'40" East a distance of 34.63 feet to the **POINT OF BEGINNING** and containing 0.189 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 22

GALLOP COURT (TO BE VACATED), ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 0.007 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF GALLOP COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.007 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10717729.62', E(X) 1756368.58') in the curving west line of said Gallop Court and the curving north line of Lot 16, Block 7 of said Adobe Meadows, Section 5 at the intersection of the proposed curving west line of proposed Gallop Court for the south corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears North 75°32'22" East a distance of 111.24 feet to a point and North 14°27'38" West a distance of 1227.67 feet;

THENCE along the said curving west line of said Gallop Court along said curve turning to the right an arc length of 68.69 feet, a radius of 50.00 feet and a chord bearing of North 05°41'52" East a distance of 63.41 feet to a point in the curving east line of Lot 15 of said Block 7 of said Adobe Meadows, Section 5 and in the said proposed west line of said proposed Gallop Court for the north corner hereof;

THENCE along said proposed west line of said proposed Gallop Court the following two (2) calls:

1. South 14°21'27" East a distance of 9.16 feet to a point for the point of curvature of a curve to the left;
2. Along said curve turning to the left an arc length of 58.12 feet, a radius of 50.00 feet and a chord bearing of South 08°58'35" West a distance of 54.90 feet to the **POINT OF BEGINNING** and containing 0.007 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-04 33.41

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 23

GALLOP COURT (TO BE VACATED), ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 0.002 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF GALLOP COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.002 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10717777.93', E(X) 1756455.76') in the curving northeast line of said Gallop Court and the curving southwest line of Lot 18, Block 7 of said Adobe Meadows, Section 5 at the intersection of the proposed curving northeast line of proposed Gallop Court for the east corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears North 75°32'22" East a distance of 14.76 feet to a point and North 14°27'38" West a distance of 1202.67 feet;

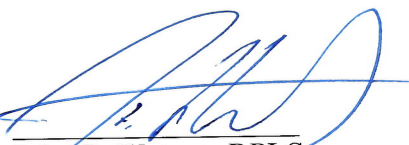
THENCE along the proposed northeast and east line of said proposed Gallop Court the following two (2) calls:

1. Along said curve turning to the left an arc length of 32.63 feet, a radius of 48.01 feet and a chord bearing of North 52°19'33" West a distance of 32.00 feet to a point at end of curve;
2. North 14°21'26" West a distance of 6.44 feet to a point in the curving northeast line of said Gallop Court and the said curving southwest line of said Lot 18 of said Block 7 for the west corner hereof;

THENCE along the said curving northeast line of said Gallop Court along said curve turning to the right an arc length of 38.17 feet, a radius of 51.28 feet and a chord bearing of South 46°13'25" East a distance of 37.29 feet to the **POINT OF BEGINNING** and containing 0.002 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. 33.42

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 24

BACA STREET (TO BE VACATED), ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 0.103 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA STREET DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.103 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718218.83', E(X) 1756560.02') in the west right-of-way line of said Baca Street and the east line of Lot 25, Block 7 of said Adobe Meadows, Section 5 at the intersection of the proposed line connecting the proposed curving south line of proposed San Francisco Avenue with the proposed west line of proposed Baca Street for the northwest corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 196.30 feet to a point and North 14°27'38" West a distance of 801.77 feet;

THENCE South 69°57'24" East along the said proposed line connecting the said proposed curving south line of said proposed San Francisco Avenue with the said proposed west line of said proposed Baca Street a distance of 3.41 feet to a point for the east end of said proposed line connecting the said proposed curving south line of said proposed San Francisco Avenue with the said proposed west line of said proposed Baca Street for an angle point hereof;

THENCE along the said proposed west line of said proposed Baca Street the following three (3) calls:

1. South 25°00'35" East a distance of 15.48 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 50.23 feet, a radius of 270.00 feet and a chord bearing of South 19°40'50" East a distance of 50.15 feet to a point at end of curve and hereof;
3. South 14°21'04" East a distance of 392.58 feet to a point for the north end of the proposed line connecting the said proposed west line of said proposed Baca Street with the north line of Mockingbird Lane for an angle point hereof;

THENCE South 30°36'58" West along the said proposed line connecting the said proposed west line of said proposed Baca Street with the said north line of said Mockingbird Lane a distance of 13.86 feet to a point in the said west line of said Baca Street and the east line of Lot 32 of said Block 7 of said Adobe Meadows, Section 5 for the south corner hereof;

THENCE North 14°24'59" West along the said west line of said Baca Street a distance of 469.46 feet to the **POINT OF BEGINNING** and containing 0.103 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 25

BACA CIRCLE (TO BE VACATED), ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.007 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.007 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718378.85', E(X) 1756477.41') at the intersection of the proposed south line of a proposed 20 foot wide alley with the curving west right-of-way line of said Baca Circle and the curving east line of Lot 33, Block 5 of said Adobe Meadows, Section 4 for the northwest corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 156.26 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 626.19 feet;

THENCE North 75°32'22" East along the said proposed south line of the said proposed 20 foot wide alley a distance of 10.72 feet to a point in the proposed curving west line of proposed Baca Street for the northeast corner hereof;

THENCE with said proposed west line of said proposed Baca Street the following two (2) calls:

1. Along said curve turning to the left an arc length of 24.58 feet, a radius of 330.00 feet and a chord bearing of South 22°52'34" East a distance of 24.58 feet to a point at end of curve and hereof;
2. South 25°00'35" East a distance of 32.32 feet to a point in the west line of said Baca Circle and the east line of said Lot 33 of said Block 5 of said Adobe Meadows, Section 4 for the south corner hereof;

THENCE along said west line of said Baca Circle the following two (2) calls:

1. North 34°32'25" West a distance of 38.45 feet to a point for the point of curvature of a curve to the right and hereof;
2. Along said curve turning to the right an arc length of 21.18 feet, a radius of 877.31 feet and a chord bearing of North 33°50'55" West a distance of 21.18 feet to the **POINT OF BEGINNING** and containing 0.007 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

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CITY OF MIDLAND

CASE NO. V-13-014

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John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 26

ALLEY (TO BE VACATED) BLOCK 5, ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.058 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOTS 21 AND 22, BLOCK 5, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.058 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718523.54', E(X) 1756278.72') at the intersection of the east line of said Adobe Meadows, Section 1 with the proposed north right-of-way line of proposed Cerrillos Avenue for the southeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 436.47 feet;

THENCE South 75°33'25" West along the said proposed north line of said proposed Cerrillos Avenue a distance of 20.00 feet to a point in the east line of said Lot 22, Block 5 for the southwest corner hereof;

THENCE along the east line of said Lots 22 and 21, Block 5 the following two (2) calls:

1. North 14°27'38" West a distance of 96.47 feet to a point for an angle point hereof;
2. North 59°27'38" West a distance of 28.28 feet to a point in the proposed south line of a proposed 20 foot wide alley for an angle point in the north line of said Lot 21 and the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 40.00 feet to a point in the east line of said Adobe Meadows, Section 1 for the northeast corner hereof;

THENCE South 14°27'38" East along the said line of said Adobe Meadows, Section 1 a distance of 116.47 feet to the **POINT OF BEGINNING** and containing 0.058 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014 33.46

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 27

ALLEY (TO BE VACATED) BLOCK 5, ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.055 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOTS 8 AND 9, BLOCK 5, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.055 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718762.20', E(X) 1756217.17') at the intersection of the east line of said Adobe Meadows, Section 1 with the proposed south right-of-way line of proposed San Miguel Avenue for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 190.00 feet;

THENCE South 14°27'38" East along the east line of said Adobe Meadows, Section 1 a distance of 110.00 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof;

THENCE South 75°32'22" West along the proposed north line of the said proposed 20 foot wide alley a distance of 40.00 feet to a point for the southeast corner of said Lot 9, Block 5 and the southwest corner hereof;

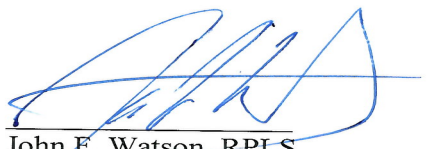
THENCE along the east line of said Lots 9 and 8, Block 5 the following two (2) calls:

1. North 30°32'22" East a distance of 28.28 feet to a point for an angle point hereof;
2. North 14°27'38" West a distance of 90.00 feet to a point in the proposed south line of said proposed San Miguel Avenue for the northwest corner of hereof;

THENCE North 75°32'22" East along the proposed south line of said proposed San Miguel Avenue a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.055 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. V.13-014 33.47

John F. Watson & Company

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TRACT 28

ALLEY (TO BE VACATED) BLOCK 5, ADOBE MEADOWS, SECTION 1 AND ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.060 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOTS 7 AND 8, BLOCK 5, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND A PORTION OF THAT CERTAIN ALLEY ALONG THE NORTHWEST SIDE OF LOT 42, BLOCK 5, ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF SAID PLAT RECORDS, SAID 0.060 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718907.45', E(X) 1756179.72') in the common line between said Adobe Meadows, Section 1 and said Adobe Meadows, Section 4 for the southwest corner of said Lot 42, Block 5 and an angle point hereof from which the northerly common corner of said Adobe Meadows, Section 1 and said Adobe Meadows, Section 4 bears North 14°27'38" West a distance of 40.00 feet;

THENCE South 14°27'38" East along the common line between said Adobe Meadows, Section 1 and said Adobe Meadows, Section 4 a distance of 90.00 feet to a point in the proposed north right-of-way line of San Miguel Avenue for the southeast corner hereof;

THENCE South 75°32'22" West along the said proposed north line of said proposed San Miguel Avenue a distance of 20.00 feet to a point in the east line of said Lot 8, Block 5 for the southwest corner hereof;

THENCE along the east line of said Lot 8 and the east and northeast line of said Lot 7, Block 5 the following two (2) calls:

1. North 14°27'38" West a distance of 90.00 feet to a point for an angle point hereof;
2. North 59°27'38" West a distance of 28.28 feet to a point in the proposed south line of a proposed 20 foot wide alley for the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 60.00 feet to a point for the northwest corner of said Lot 42, Block 5 and the northeast corner hereof;

THENCE South 30°32'22" West along the west line of said Lot 42, Block 5 a distance of 28.28 feet to the **POINT OF BEGINNING** and containing 0.060 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 29

BACA CIRCLE (TO BE VACATED), ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.026 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.026 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718845.26', E(X) 1756298.99') at the intersection of the proposed north right-of-way line of proposed San Miguel Avenue with the curving west right-of-way line of said Baca Circle and the curving east line of Lot 52, Block 5 of said Adobe Meadows, Section 4 for the west corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 99.97 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 130.00 feet;

THENCE along said curving north right-of-way line of said Baca Circle along said curve turning to the right an arc length of 92.73 feet, a radius of 50.00 feet and a chord bearing of North 75°32'22" East a distance of 80.00 feet to a point in the said proposed north line of said proposed San Miguel Avenue for the end of curve of said Baca Circle for the most southerly corner of Lot 54 of said Block 5 and the east corner hereof;

THENCE South 75°32'22" West along the said proposed north line of said proposed San Miguel Avenue a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.026 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS

Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 30

BACA CIRCLE (TO BE VACATED), ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.138 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.138 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718787.16, E(X) 1756313.98') at the intersection of the proposed south right-of-way line of proposed San Miguel Avenue with the curving west right-of-way line of said Baca Circle and the curving north line of Lot 40, Block 5 of said Adobe Meadows, Section 4 for the northwest corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 99.97 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 190.00 feet;

THENCE North 75°32'22" East along the said proposed south line of said proposed San Miguel Avenue a distance of 50.03 feet to a point for the west end of the proposed right-of-way line connecting the said proposed south line of said proposed San Miguel Avenue with the proposed west right-of-way line of proposed Baca Street for an angle point hereof;

THENCE South 59°27'38" East along the said proposed line connecting the said proposed south line of said proposed San Miguel Avenue with the said proposed west line of said proposed Baca Street a distance of 21.21 feet to a point at the east end of said proposed line connecting the said proposed south line of said proposed San Miguel Avenue with the said proposed west line of said proposed Baca Street for an angle point hereof;

THENCE South 14°27'38" East along said proposed west line of said proposed Baca Street a distance of 95.00 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof;

THENCE South 75°32'22" West along said proposed north line of said proposed 20 foot wide alley a distance of 55.03 feet to a point in the west line of said Baca Circle and the east line of Lot 39 of said Block 5 of said Adobe Meadows, Section 4 for the southwest corner hereof;

THENCE North 14°27'38" West along the west line of said Baca Circle a distance of 100.00 feet to a point for the point of curvature of a curve to the right of said Baca Circle and hereof;

THENCE along said curving west line of Baca Circle along said curve turning to the right an arc length of 14.19 feet, a radius of 50.00 feet and a chord bearing of North 59°27'38" West a distance of 14.14 feet to the **POINT OF BEGINNING** and containing 0.138 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 31

BACA CIRCLE (TO BE VACATED), ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.141 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.141 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718552.16', E(X) 1756389.85') at the intersection of the proposed north right-of-way line of proposed Cerrillos Avenue with the curving west right-of-way line of said Baca Circle and the curving east line of Lot 36, Block 5 of said Adobe Meadows, Section 4 for the southwest corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'25" West a distance of 114.76 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 436.47 feet;

THENCE along said west right-of-way line of said Baca Circle the following two (2) calls:

1. Along said curve turning to the right with an arc length of 91.71 feet, a radius of 877.31 feet and a chord bearing of North 17°27'18" West a distance of 91.66 feet to a point at end of curve of said Baca Circle;
2. North 14°27'38" West a distance of 24.97 feet to a point in the east line of Lot 38 of said Block 5 of said Adobe Meadows, Section 4 and in the proposed south line of a proposed 20 foot wide alley for the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 55.03 feet to a point in the proposed west line of proposed Baca Street for the northeast corner hereof;

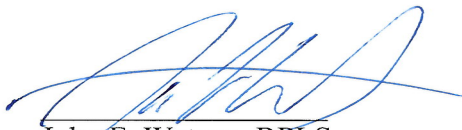
THENCE South 14°27'38" East along the said proposed west line of said proposed Baca Street a distance of 101.52 feet to a point for the north end of the line connecting the said proposed west line of said proposed Baca Street with the said proposed north line of said proposed Cerrillos Avenue for an angle point hereof;

THENCE South 30°32'54" West along said proposed line connecting the said proposed west line of said proposed Baca Street with the said proposed north line of said proposed Cerrillos Avenue a distance of 21.21 feet to a point for the south end of said proposed line connecting the said proposed west line of said proposed Baca Street with the said proposed north line of said proposed Cerrillos Avenue for an angle point hereof;

THENCE South 75°33'25" West along the said proposed north line of said proposed Cerrillos Avenue a distance of 35.24 feet to the **POINT OF BEGINNING** and containing 0.141 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13014

John F. Watson & Company

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TRACT 32

BACA CIRCLE (TO BE VACATED), ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.072 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.072 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718496.15', E(X) 1756412.97') at the intersection of the proposed south right-of-way line of proposed Cerrillos Avenue with the curving west right-of-way line of said Baca Circle and the curving east line of Lot 36, Block 5 of said Adobe Meadows, Section 4 for the northwest corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'25" West a distance of 123.16 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 496.47 feet;

THENCE North 75°33'25" East along the said proposed north line of said proposed Cerrillos Avenue a distance of 26.84 feet to a point for the west end of the proposed line connecting the proposed north line of said proposed Cerrillos Avenue with the proposed west line of proposed Baca Street for an angle point hereof;

THENCE South 59°27'06" East along the said proposed line connecting the said proposed north line of said proposed Cerrillos Avenue with the said proposed west line of said proposed Baca Street a distance of 21.22 feet to a point for the east end of said proposed line connecting the said proposed north line of said proposed Cerrillos Avenue with the said proposed west line of said proposed Baca Street for an angle point hereof;

THENCE along the said proposed west line of said proposed Baca Street the following two (2) calls:

1. South 14°27'38" East a distance of 78.56 feet to a point for the point of curvature of a curve to the left of said Baca Circle;
2. Along said curve turning to the left an arc length of 16.11 feet, a radius of 330.00 feet and a chord bearing of South 15°51'34" East a distance of 16.11 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof;

THENCE South 75°32'22" West along the said proposed north line of the said proposed 20 foot wide alley a distance of 15.63 feet to a point in the said curving west line of said Baca Circle and the curving east line of Lot 34 of said Block 5 of said Adobe Meadows, Section 4 for the southwest corner hereof;

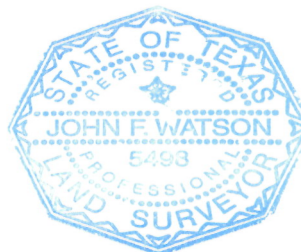
THENCE along said curving west line of said Baca Circle along said curve turning to the right an arc length of 112.94 feet, a radius of 877.31 feet and a chord bearing of North 28°05'43" West a distance of 112.86 feet to the **POINT OF BEGINNING** and containing 0.072 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

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TRACT 33

SAN FRANCISCO AVENUE (TO BE VACATED), ADOBE MEADOWS, SECTION 5,

LEGAL DESCRIPTION: BEING 0.111 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF SAN FRANCISCO AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.111 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718361.01', E(X) 1756562.56') at the intersection of the proposed east line of proposed Baca Street with the north line of said San Francisco Avenue and the south line of Lot 5, Block 9, Adobe Meadows, Section 4, a subdivision in Midland County, Texas recorded in Cabinet C, Page 182 of said plat records for the northwest corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 234.26 feet to a point and North 14°27'38" West a distance of 664.73 feet;

THENCE along the north line of said San Francisco Avenue and the south line of Lots 5 and 6 of said Block 9 of said Adobe Meadows, Section 4 the following two (2) calls:

1. North 55°27'21" East a distance of 34.72 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 76.73 feet, a radius of 594.83 feet and a chord bearing of North 59°09'35" East a distance of 76.68 feet to a point in the proposed west line of a proposed 20 foot wide alley for the northeast corner hereof;

THENCE South 25°04'08" East along the said proposed west line of said proposed 20 foot wide alley a distance of 39.49 feet to a point in the proposed north line of proposed San Francisco Avenue for the southeast corner hereof;

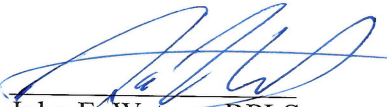
THENCE South 54°02'43" West along the said proposed northwest line of said proposed San Francisco Avenue a distance of 97.61 feet to a point for the east end of the proposed line connecting the said proposed northwest line of said proposed San Francisco Avenue with the said proposed east line of said proposed Baca Street for an angle point hereof;

THENCE North 75°28'56" West along the said proposed line connecting the said proposed northwest line of said proposed San Francisco Avenue with the said proposed east line of said proposed Baca Street a distance of 19.09 feet to a point for the west end of said proposed line connecting the said proposed northwest line of said proposed San Francisco Avenue with the said proposed east line of said proposed Baca Street for an angle point hereof;

THENCE North 25°00'35" West along the said proposed east line of said proposed Baca Street a distance of 32.33 feet to the **POINT OF BEGINNING** and containing 0.111 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 34

ALLEY (TO BE VACATED) BLOCK 8, ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 0.134 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST LINE OF LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 8, ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.134 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718190.73', E(X) 1756737.61') at the intersection of the east line of said Lot 7 of said Block 8 with the proposed south line of a proposed alley for the northwest corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 361.24 feet to a point and North 14°27'38" West a distance of 873.32 feet;

THENCE South 59°23'02" East along the said proposed south line of the said proposed alley a distance of 20.94 feet to a point for an angle point hereof;

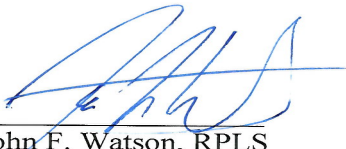
THENCE South 14°24'59" East along the said proposed west line of the said proposed alley a distance of 388.43 feet to a point in the south line of said Adobe Meadows, Section 5 for the southwest corner of said proposed alley and southeast corner hereof;

THENCE South 75°34'58" West along the south line of said Adobe Meadows, Section 5 a distance of 14.80 feet to a point for the southeast corner of said Lot 1 of said Block 8 and the southwest corner hereof;

THENCE North 14°24'59" West along the east line of said Lots 1, 2, 3, 4, 5, 6 and 7 of said Block 8 a distance of 403.24 feet to the **POINT OF BEGINNING** and containing 0.134 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V13-33.59

John F. Watson & Company

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TRACT 35

SAN FRANCISCO AVENUE (TO BE VACATED), ADOBE MEADOWS, SECTION 3, ALLEY (TO BE VACATED) BLOCK 8, ADOBE MEADOWS, SECTION 3, 50' DRAINAGE R.O.W. (TO BE VACATED) BLOCK 8, ADOBE MEADOWS, SECTION 3 AND ALLEY (TO BE VACATED) BLOCK 8, ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 0.344 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF SAN FRANCISCO AVENUE, A PART OF THAT CERTAIN ALLEY ALONG THE WEST, SOUTHWEST AND SOUTH LINE OF LOT 10, BLOCK 8, THE SOUTH LINE OF LOTS 11, 12, 13, 14 AND 15, BLOCK 8, THE SOUTH AND SOUTHEAST LINE OF LOT 16, BLOCK 8 AND THAT CERTAIN 50 FOOT DRAINAGE R.O.W. BETWEEN SAID LOTS 13 AND 14, BLOCK 8, ALL DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 3, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 178 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND A PART OF THAT CERTAIN ALLEY ALONG THE EAST LINE OF LOTS 8 AND 9, BLOCK 8 DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF SAID PLAT RECORDS; SAID 0.344 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718330.41', E(X) 1756701.70') in the east line of said Lot 9 of said Block 8 at the intersection of the proposed southeast line of proposed San Francisco Avenue for the northwest corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 361.36 feet to a point and North 14°27'38" West a distance of 729.10 feet;

THENCE North 54°02'43" East along the said proposed southeast line of said proposed San Francisco Avenue a distance of 21.50 feet to a point in the west line of said Lot 10 of said Block 8 for an ell corner hereof;

THENCE along the west and south line of said Lot 10 of said Block 8 the following two (2) calls:

1. South 14°24'59" East a distance of 35.35 feet to a point for an angle point hereof;
2. South 59°24'59" East a distance of 28.28 feet to a point for an angle point hereof;

THENCE North 75°35'01" East along the south line of said Lots 10, 11, 12 and 13 of said Block 8 a distance of 275.07 feet to a point for the southeast corner of said Lot 1, the southwest corner of said 50 foot drainage r.o.w. and an interior corner hereof;

THENCE North 14°24'59" West along the east line of said Lot 13 of said Block 8 and the west line of said 50 foot drainage r.o.w. a distance of 100.12 feet to a point in the south line of said San Francisco Avenue for the northeast corner of said Lot 13 and the northwest corner of said 50 foot drainage r.o.w. and an interior corner hereof;

THENCE South 75°32'26" West along the north line of said Lots 13, 12, 11 and 10 of said Block 8 and the said south line of said San Francisco Avenue a distance of 156.33 feet to a point in the curving south line of said proposed San Francisco Avenue for a west corner hereof;

THENCE along the said proposed south line of said proposed San Francisco Avenue the following two (2) calls:

1. Along said curve turning to the right an arc length of 29.69 feet, a radius of 270.00 feet and a chord bearing of North 72°21'34" East a distance of 29.67 feet to a point at end of curve;
2. North 75°30'33" East a distance of 379.41 feet to a point in the proposed southwest line of a proposed 20 foot wide alley for an angle point hereof;

THENCE South 44°34'22" East along said proposed southwest line of said proposed 20 foot wide alley a distance of 2.14 feet to a point for the northeast corner of said Lot 16 of said Block 8 and a southeast corner hereof;

THENCE South 75°32'26" West along the north line of said Lots 16, 15 and 14 of said Block 8 and the said south line of said San Francisco Avenue a distance of 203.78 feet to a point for the northwest corner of said Lot 14 of said Block 8, the northeast corner of said 50 foot drainage r.o.w. and an interior corner hereof;

THENCE South 14°24'59" East along the west line of said Lot 14 of said Block 8 and the east line of said 50 foot drainage r.o.w. a distance of 100.16 feet to a point for the southwest corner of said Lot 14 of said Block 8, the southeast corner of said 50 foot drainage r.o.w. and an interior corner hereof;

THENCE North 75°35'01" East along the south line of said Lots 14, 15 and 16 of said Block 8 a distance of 242.06 feet to a point for the southeast corner of said Lot 16 of said Block 8 for an angle point hereof;

THENCE North 15°30'19" East along the east line of said Lot 16 of said Block 8 a distance of 19.95 feet to a point in the said proposed southwest line of said proposed 20 foot wide alley for the east corner of said Lot 16 of said Block 8 and a north corner hereof;

THENCE South 44°34'22" East along the said proposed southwest line of the said proposed 20 foot wide alley a distance of 9.86 feet to a point for an angle point in said proposed alley and an angle point hereof;

THENCE along the west, north and northwest line of said proposed alley the following four (4) calls:

1. South 15°32'26" West a distance of 19.93 feet for an angle point hereof;
2. South 75°39'14" West a distance of 422.30 feet to a point for the point of curvature of a curve to the left;
3. Along said curve turning to the left an arc length of 60.34 feet, a radius of 160.00 feet and a chord bearing of South 64°50'59" West a distance of 59.99 feet to a point at end of curve;
4. South 54°02'43" West a distance of 2.30 feet to a point in a south line of said Adobe Meadows, Section 3 for an angle point hereof;

THENCE along a south and east line of said Adobe Meadows, Section 3 the following three (3) calls:

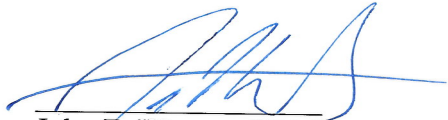
1. South 75°35'01" West a distance of 88.71 feet to a point for an angle point hereof;
2. South 30°35'04" West a distance of 28.28 feet to a point for an angle point hereof;
3. South 14°24'59" East a distance of 22.91 feet to a point in the proposed northwest line of a proposed alley for an ell corner hereof;

THENCE South 54°02'43" West along said proposed northwest line of said proposed alley a distance of 21.50 feet to a point in the east line of said Lot 8 of said Block 8 for the southwest corner hereof;

THENCE North 14°24'59" West along the east line of said Lots 8 and 9 of said Block 8 a distance of 118.26 feet to the **POINT OF BEGINNING** and containing 0.344 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. V-13-014

John F. Watson & Company

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TRACT 36

SAN FRANCISCO AVENUE (TO BE VACATED), ADOBE MEADOWS, SECTION 3
SAN FRANCISCO AVENUE (TO BE VACATED), ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 0.061 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF SAN FRANCISCO AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 3, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 178 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND A PART OF SAN FRANCISCO AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF SAID PLAT RECORDS; SAID 0.061 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718396.17', E(X) 1756690.17') at the intersection of the proposed east line of a proposed 20 foot wide alley with the proposed north line of proposed San Francisco Avenue for the southwest corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 366.60 feet to a point and North 14°27'38" West a distance of 662.55 feet;

THENCE North 25°00'35" West along the said proposed east line of said proposed 20 foot wide alley and a distance of 36.04 feet to a point in the curving north line of said San Francisco Avenue for the northwest corner hereof;

THENCE along the said north line of said San Francisco Avenue the following two (2) calls:

1. Along said curve turning to the right an arc length of 111.74 feet, a radius of 594.83 feet and a chord bearing of North 70°09'17" East a distance of 111.57 feet to a point at end of curve;
2. North 75°32'51" East a distance of 46.16 feet to a point in the proposed curving north line of said proposed San Francisco Avenue for the east corner hereof;

THENCE along the said proposed north line of said proposed San Francisco Avenue the following two (2) calls:

1. Along said curve turning to the left an arc length of 91.09 feet, a radius of 330.00 feet and a chord bearing of South 61°57'10" West a distance of 90.80 feet to a point at end of curve and hereof;
2. South 54°02'43" West a distance of 67.05 feet to the **POINT OF BEGINNING** and containing 0.061 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



CASE NO. V-13-014

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200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 37

ALLEY (TO BE VACATED) BLOCK 9, ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.009 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE NORTH LINE OF LOTS 7, 8, 9 AND 10, BLOCK 9 AND THE SOUTH LINE OF LOTS 11 AND 12, BLOCK 9, ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.009 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718608.04', E(X) 1756880.85') at the intersection of the proposed southwest right-of-way line of proposed San Miguel Avenue with the proposed south line of a proposed 20 foot wide alley for the northeast corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 604.15 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 505.00 feet;

THENCE South 44°34'22" East along the said proposed southwest line of said proposed San Miguel Avenue a distance of 1.90 feet to a point in the north line of said Lot 10 of said Block 9 for the southeast corner hereof;

THENCE South 75°32'18" West along the north line of said Lots 10, 9, 8 and 7 of said Block 9 a distance of 231.76 feet to a point in the proposed east line of a proposed alley for the southwest corner hereof;

THENCE North 30°32'22" East along the said proposed east line of said proposed alley a distance of 2.34 feet to a point for an angle point in said proposed alley for the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed north line of the said proposed alley a distance of 229.15 feet to the **POINT OF BEGINNING** and containing 0.009 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

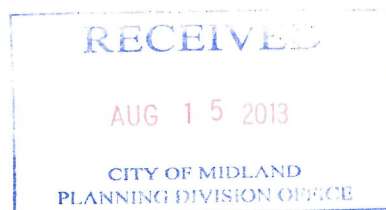
I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014 33.65

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 38

ALLEY (TO BE VACATED) BLOCK 9, ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.140 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOTS 2 AND 3 BLOCK 9, THE EAST AND SOUTHEAST LINE OF LOT 4, BLOCK 9, THE NORTHWEST AND NORTH LINE OF LOT 5, BLOCK 9, THE NORTH LINE OF LOT 6, BLOCK 9, THE SOUTHWEST AND WEST LINE OF LOT 12, BLOCK 9 AND THE WEST LINE OF LOT 13, BLOCK 9, ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.140 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718508.75', E(X) 1756514.89') at the intersection of the proposed west right-of-way line of proposed Baca Street with the southeast line of said Lot 4 of said Block 9 for an ell corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 225.00 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 509.76 feet;

THENCE along the said southeast and east line of said Lot 4 of said Block 9 and the east line of said Lots 2 and 3 of said Block 9 the following three (3) calls:

1. North 55°27'36" East a distance of 38.53 feet to a point for an angle point hereof;
2. North 20°29'59" East a distance of 32.78 feet to a point for an angle point hereof;
3. North 14°27'38" West a distance of 149.67 feet to a point in the proposed south line of a proposed 20 foot wide alley for the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 20.00 feet to a point in the west line of said Lot 13 of said Block 9 for the northeast corner hereof;

THENCE along the said west line of said Lot 13 of said Block 9 and the west and south line of said Lot 12 of said Block 9 the following three calls:

1. South 14°27'38" East a distance of 146.66 feet to a point for an angle point hereof;
2. South 59°27'40" East a distance of 28.28 feet to a point for an angle point hereof;
3. North 75°32'18" East a distance of 15.03 feet to a point in the proposed west line of a proposed alley for an ell corner hereof;

THENCE South 14°27'38" East along the said proposed west line of the said proposed alley a distance of 20.00 feet to a point in the said north line of said Lot 6 of said Block 9 for the southeast corner hereof;

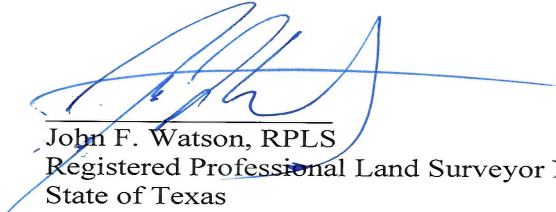
THENCE along the said north line of said Lot 6 of said Block 9 and the north and northwest line of said Lot 5 of said Block 9 the following three (3) calls:

1. South 75°32'18" West a distance of 23.26 feet to a point for an angle point hereof;
2. South 65°29'57" West a distance of 39.39 feet to a point for an angle point hereof;
3. South 55°27'36" West a distance of 51.06 feet to a point in the said proposed east line of said proposed Baca Street for the southwest corner hereof ;

THENCE North 14°27'38" West along the said proposed east line of said proposed Baca Street a distance of 21.29 feet to the **POINT OF BEGINNING** and containing 0.140 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearthwater.com

TRACT 39

BACA CIRCLE (TO BE VACATED), ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.031 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.031 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718760.39', E(X) 1756730.75') at the intersection of the proposed southwest right-of-way line of proposed San Miguel Avenue with the proposed south line of a proposed 20 foot wide alley for the north corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 496.86 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 320.00 feet

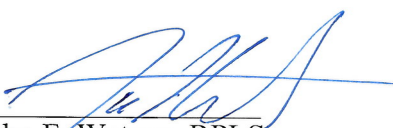
THENCE South 44°34'22" East along he said proposed southwest line of said proposed San Miguel Avenue a distance of 57.46 feet to a point in the curving south line of said Baca Circle and the curving north line of Lot 11, Block 9 of said Adobe Meadows, Section 4 for the east corner hereof;

THENCE along said curving southwest line of Baca Circle along said curve turning to the right an arc length of 80.59 feet, a radius of 50.00 feet and a chord bearing of North 60°55'00" West a distance of 72.15 feet to a point in the said proposed south line of the said proposed 20 foot wide alley and the curving east line of Lot 13 of said Block 9 for the west corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 23.47 feet to the **POINT OF BEGINNING** and containing 0.031 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearwater.com

TRACT 40

BACA CIRCLE (TO BE VACATED), ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.001 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.001 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718776.86', E(X) 1756714.53') at the intersection of the proposed southwest right-of-way line of proposed San Miguel Avenue with the proposed north line of a proposed 20 foot wide alley for the east corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 485.26 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 300.00 feet

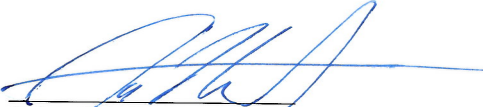
THENCE South 75°32'22" West along the said proposed north line of the said proposed 20 foot wide alley a distance of 7.80 feet to a point in the curving west line of said Baca Circle and the curving east line of Lot 14, Block 9 of said Adobe Meadows, Section 4 for the west corner hereof;

THENCE along said curving west line of said Baca Circle along said curve turning to the right along an arc length of 7.97 feet, a radius of 50.00 feet and a chord bearing of North 13°22'51" East a distance of 7.96 feet to a point in the said proposed southwest line of said proposed San Miguel Avenue and the said curving east line of said Lot 14 of said Block 9 for the north corner hereof;

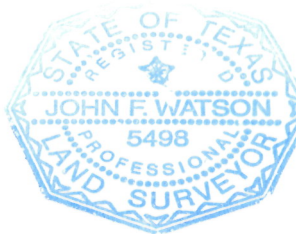
THENCE South 44°34'22" East along the said proposed southwest line of said proposed San Miguel Avenue a distance of 8.14 feet to the **POINT OF BEGINNING** and containing 0.001 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS

Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. V-13-014

33.69

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 41

ALLEY (TO BE VACATED) BLOCK 9, ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.051 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 20 FOOT WIDE ALLEY ALONG THE EAST SIDE OF LOTS 1 AND 2, BLOCK 9 AND THE WEST SIDE OF LOTS 13 AND 14, BLOCK 9, ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.051 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718832.11', E(X) 1756488.27') in the proposed south right-of-way line of proposed San Miguel Avenue at the northeast corner of said Lot 1 of said Block 9 for the northwest corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 279.97 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 190.00 feet;

THENCE North 75°32'22" East along the said proposed south line of said proposed San Miguel Avenue a distance of 20.00 feet to a point for the northwest corner of said Lot 14 of said Block 9 and the northeast corner hereof;

THENCE South 14°27'38" East along the west line of said Lots 14 and 13 of said Block 9 a distance of 110.00 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof;

THENCE South 75°32'22" West along the said proposed north line of the said proposed alley a distance of 20.00 feet to a point in the east line of said Lot 2 of said Block 9 for the southwest corner hereof;

THENCE North 14°27'38" West along the east line of said Lots 2 and 1 of said Block 9 a distance of 110.00 feet to the **POINT OF BEGINNING** and containing 0.051 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

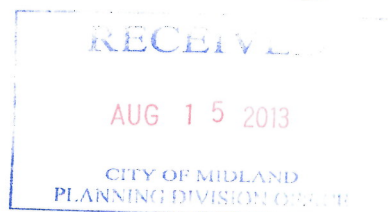
I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216



CASE NO. Y-13-01 33.70

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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TRACT 42

BACA CIRCLE (TO BE VACATED), ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 0.287 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.287 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718927.56', E(X) 1756614.57') at the intersection of the proposed curving north right-of-way line of proposed San Miguel Avenue with the curving north right-of-way line of said Baca Circle and the curving south line of Lot 47, Block 5 of said Adobe Meadows, Section 4 for the west corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 426.09 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 129.11 feet;

THENCE along the north and northeast line of said Baca Circle the following three (3) calls:

1. Along said curve turning to the right an arc length of 143.87 feet, a radius of 50.00 feet and a chord bearing of South 73°52'34" East a distance of 99.13 feet to a point at end of curve;
2. South 44°34'22" East a distance of 365.82 feet to a point for the point of curvature of a curve to the right;
3. Along said curve turning to the right with an arc length of 102.66 feet, a radius of 224.47 feet and a chord bearing of South 31°28'13" East a distance of 101.77 feet to a point in the proposed northeast line of said proposed San Miguel Avenue and the curving east line of Lot 56 of said Block 5 of said Adobe Meadows, Section 4 for the east corner hereof;

THENCE along the said proposed northeast line of said proposed San Miguel Avenue the following two (2) calls:

1. North 44°34'22" West a distance of 452.09 feet to a point for the point of curvature of a curve to the left and hereof;
2. Along said curve turning to the left an arc length of 119.95 feet, a radius of 62.74 feet and a chord bearing of North 58°56'50" West a distance of 102.50 feet to the **POINT OF BEGINNING** and containing 0.287 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

RECEIVED

AUG 15 2013

CITY OF MIDLAND

CASE NO. V-13-014 33.71



September 3, 2013

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.703-acre portion of Baca Circle , a 0.103-acre portion of Baca Street, a 0.181-acre portion of Cerrillos Avenue, a 0.57-acre portion of Cerrillos Court, a 0.123-acre portion of Conquistador Court, a 0.14-acre portion of Gallop Court, a 0.0002-acre portion of Guadalupe Street, a 0.614-acre portion of Magellan Street, a 0.409-acre portion of San Francisco Avenue, a 0.079-acre portion of St. Michael Court, and 1.301 acres of adjacent alleys, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$12,502.00.

Very truly yours,

A handwritten signature in blue ink that reads "Courtney SP". The signature is stylized, with the "SP" being particularly prominent.

Courtney Sharp
City Manager

Exhibit "B"

L:\Ordinances\Planning\Vacate & Abandon\2013\Adobe Meadows Appraisal Letter.wpd



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Bobby Hill-Grace Partnership LLC for a zone change from O-1, Office District to O-2, Office District on the east 1.612-acres of Lot 7, Block 3, Gateway Plaza, Section 2, City and County of Midland, Texas. (Generally located on the north side of Starboard Drive, approximately 350 feet east of S. Tradewinds Boulevard, District 4)

Purpose:

Consider an ordinance on second reading on a request by Bobby Hill-Grace Partnership LLC for a zone change from O-1, Office District to O-2, Office District on the east 1.612-acres of Lot 7, Block 3, Gateway Plaza, Section 2, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The applicant is proposing to construct a four-story hotel at this location, which is currently zoned O-1 District. While hotels are an allowed use in the O-1 District, the maximum building height is limited to 2.5 stories. The applicant is requesting a zone change to an O-2 District, which allows buildings up to seven stories in height. The City Council voted unanimously to approve this request on September 24, 2013, and no further opposition has been noted. It is not appropriate to consider this ordinance on second and final reading.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 1.612-ACRE PORTION OF LOT 7, BLOCK 3, GATEWAY PLAZA, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, TO BE USED AS AN O-2, OFFICE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STARBOARD DRIVE, APPROXIMATELY 350 FEET EAST OF SOUTH TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an O-2, Office District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned O-1, Office District, and it shall be used as an O-2, Office District, said property being described as follows:

A 1.612-acre portion of Lot 7, Block 3, Gateway Plaza, Section 2, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are

used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearthwater.com

GATEWAY PLAZA, SECTION 10 (REPLAT OF LOT 7, BLOCK 3, SECTION 2) – 1.612 ACRES – ZONING CHANGE

LEGAL DESCRIPTION: BEING 1.612 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF SECTION 1, BLOCK 40, T-2-S, T & P RR Co. SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PORTION OF LOT 7, BLOCK 3, GATEWAY PLAZA, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND RECORDED IN CABINET I, PAGE 65 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS; SAID 1.612 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN APRIL-JULY, 2013:

BEGINNING at a point (N(Y) 10681551.04', E(X) 1734239.35') in the northwest r-o-w line of Starboard Drive for the southerly common corner of Lot 6 of said Block 3 and said Lot 7 and the southeast corner hereof and from which a 1/2 inch iron rod with cap found bears North 62°10'17" East a distance of 0.22 feet;

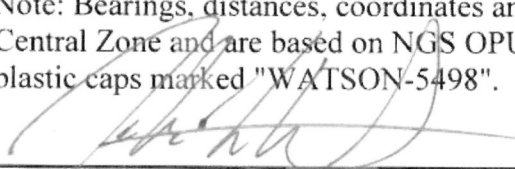
THENCE South 59°45'18" West a distance of 218.32 feet along said r-o-w line to a point for the southwest corner hereof;

THENCE North 14°21'15" West a distance of 362.84 feet crossing said Lot 7 to a point in the common line of Lot 8 of said Block 3 and said Lot 7 for the northwest corner hereof;

THENCE North 74°52'35" East a distance of 210.00 feet along the common line of said Lots 7 and 8 and the common line of Lot 10 of said Block 3 and said Lot 7 to a point for the northerly common corner of said Lots 6 and 7 and the northeast corner hereof;

THENCE South 14°21'15" East a distance of 305.88 feet along the common line of said Lots 6 and 7 to the **POINT OF BEGINNING** and containing 1.612 acres of land, more or less;

Note: Bearings, distances, coordinates and acreage shown hereon are Grid, NAD83(CORS96), Texas Central Zone and are based on NGS OPUS Ssolutions. "Iron rods set" are 1/2 inch iron rebar with blue plastic caps marked "WATSON-5498".


John F. Watson
Texas Registered Professional Land Surveyor
RPLS No. 5498
Job no. 13-0211,

July 29, 2013

RECEIVED

JUL 31 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE



CASE NO. 2-13-033 34.5

PLANNING AND ZONING COMMISSION

September 3, 2013

CASE: Z-13-033.

APPLICANT/OWNER: Grace Partnership, LLC.

REPRESENTATIVE: Maverick Engineering.

LEGAL DESCRIPTION: The east 1.612-acres of Lot 7, Block 3, Gateway Plaza, Section 2, City and County of Midland, Texas.

LOCATION: Generally located on the north side of Starboard Drive, approximately 350 feet east of S. Tradewinds Boulevard.

CURRENT ZONING: O-1, Office District.

ASSOCIATED CASE: P-13-058.

DETAILS OF REQUEST:

1. The applicant is requesting a zone change on the above described property from O-1, Office District to O-2, Office District. The applicant is proposing to build a hotel at this location, which is a permitted use under the O-1 zoning regulations. The proposed hotel is to be a four story hotel, and the O-1 District limits building height to a maximum of two and one half standard stories. The request in zone change is specifically to allow for increased in building height permitted under the O-2 District regulations.

SURROUNDING ZONING AND LAND USE:

2. This property is located at the northeast corner of the intersection of Starboard Drive and Tradewinds Boulevard. Immediately north of this property are two large tracts zoned as PD, Planned Districts for Housing Developments. East of this property is a LR-2, Local Retail District, and a PD, Planned District for a Shopping Center, which received site plan approval for the construction of a five story hotel. South of this property is a large LR-3, Local Retail District which is currently vacant, and west of this property is another large PD, Planned District for a Housing Development. The property to the west had a site plan previously approved for apartments. The northern most PD, Planned District for a Housing Development has had apartments constructed at that location. The new movie theater is being constructed at the southeast corner of the intersection of Starboard Drive and Liberty Drive.

ANALYSIS:

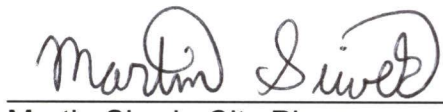
3. This area is currently undergoing development for both office and retail uses. Planned Districts have previously been approved granting an increase in height to the other developments in the area. The hotel along Starboard Drive has been permitted up to five stories, and the new movie theater has been granted an increase in height up to 52 feet, or approximately five stories. The primary purpose of the request to rezone the property from O-1, Office District regulations to O-2, Office District regulations is to allow for an increase in building height for a proposed four story hotel. The O-2 District regulations does allow for a maximum building height of up to seven stories, and allows for more flexibility with combining retail uses in office space than does its related O-1, Office District zoning class. Land uses permitted between these two districts are essentially equivalent, with a distinguishing difference between the two districts being maximum building height. Both the O-1 and the O-2, Office Districts allow for administrative site plan review by staff, and requires the developer to adhere to the building material requirements of the City's Ch. 10 Site Plan Review Standards.

STAFF RECOMMENDATION:

Staff recommends approval for this zone change from O-1, Office District to O-2 Office District.



Jim Compton
Acting Planning Division Manager
Department of Development Services



Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps

Case Number: 2-13-033

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Bobby Hill - Grace Partnership LLC

Applicant Name

(Phone/e-mail)

P.O. Box 14738, Odessa, Texas 79768

Address

Zip Code

(same as above)

Property Owner Name

(Phone/e-mail)

Address

Zip Code

Andrew L. Mellen, P.E.

Representative Name

262-0616 amellen@maverickentities.com

(Phone/e-mail)

1909 W. Wall, Suite 'K', Midland, Texas 79701

Address

Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. see attached metes and bounds

PRESENT ZONE: 01

REQUESTED ZONE: 02

(List by tracts if more than one district is requested)

Reason for Zone Change Request: The proposed 4-storey hotel will exceed the height regulations for Zone 01 (2 1/2 stories)

Present Use of Property: undeveloped

Proposed Use of Property: 4-storey hotel

How will zone change affect the public health, safety and welfare? n/a

Describe how conditions affecting the property have changed since present zoning designation:

n/a

Is a Specific Use Permit with Term for alcoholic beverages sales needed? ____ Yes X No

APPLICATION FEES:

- Single, standard zone change: \$400. Multiple, standard zone change: add \$100 per additional district.
- Single PD, Planned District zone change: \$550. Multiple PD proposal: add \$100 per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan:

Site Plan in digital format .pdf and .jpg:

n/a
n/a

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Andrew L. Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Bobby Hill, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

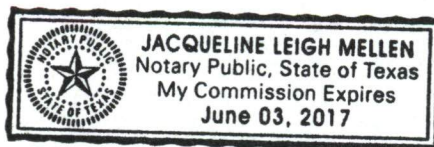
Andrew L. Mellen

Authorized Agent (signature)

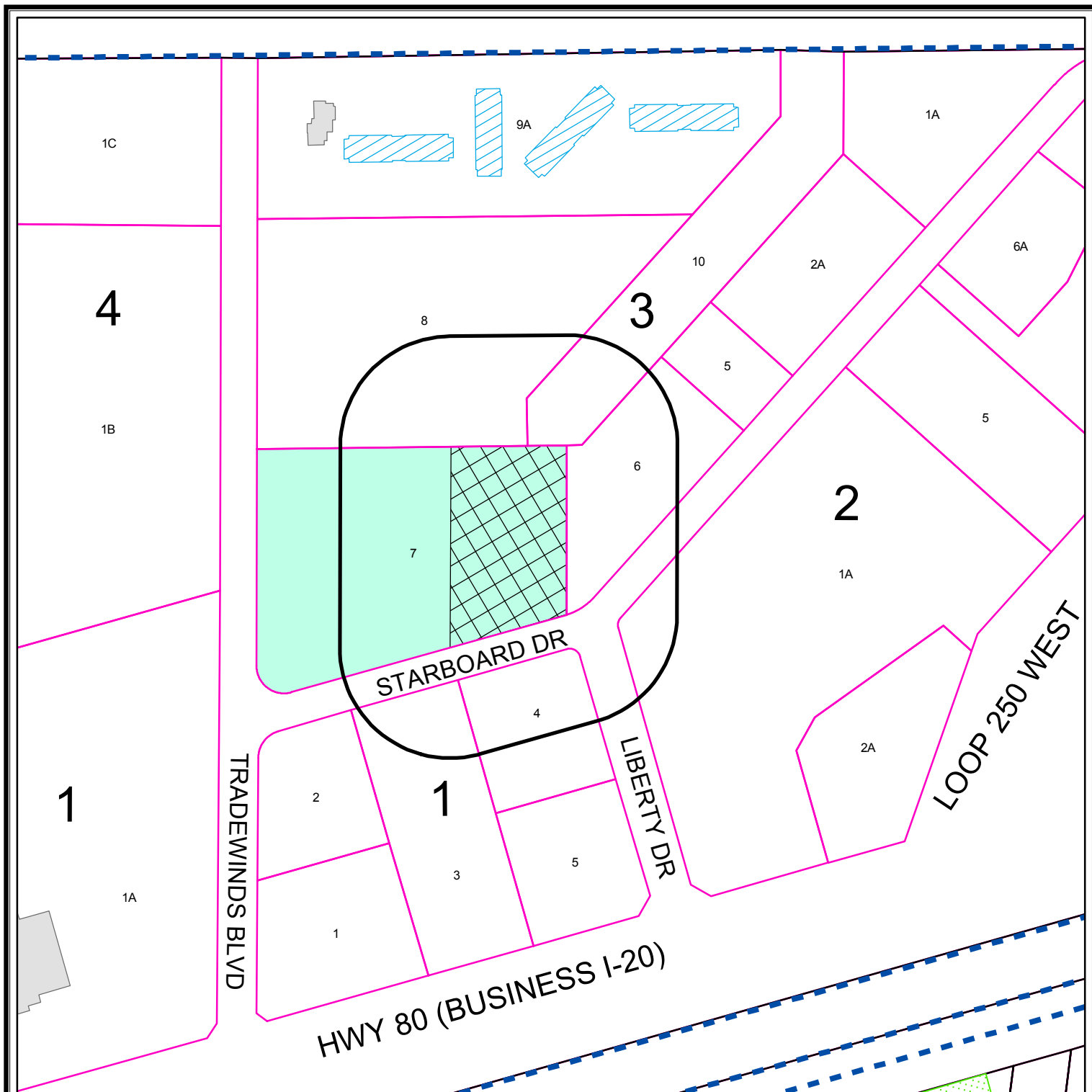
Subscribed and sworn to before me, this 31 day of July, 20 13, to certify which witness my hand and seal of office.

Jacqueline Leigh Mellen
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>PS</u>	Date: <u>7/31</u>
Assigned: <u>MS</u>	
For: <u>A2</u>	On: <u>9/3/13</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

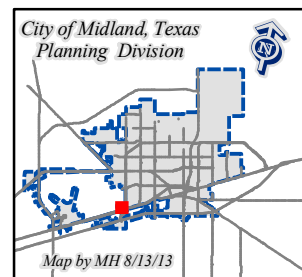
Z - 13 - 033

Scale: 1" = 250'

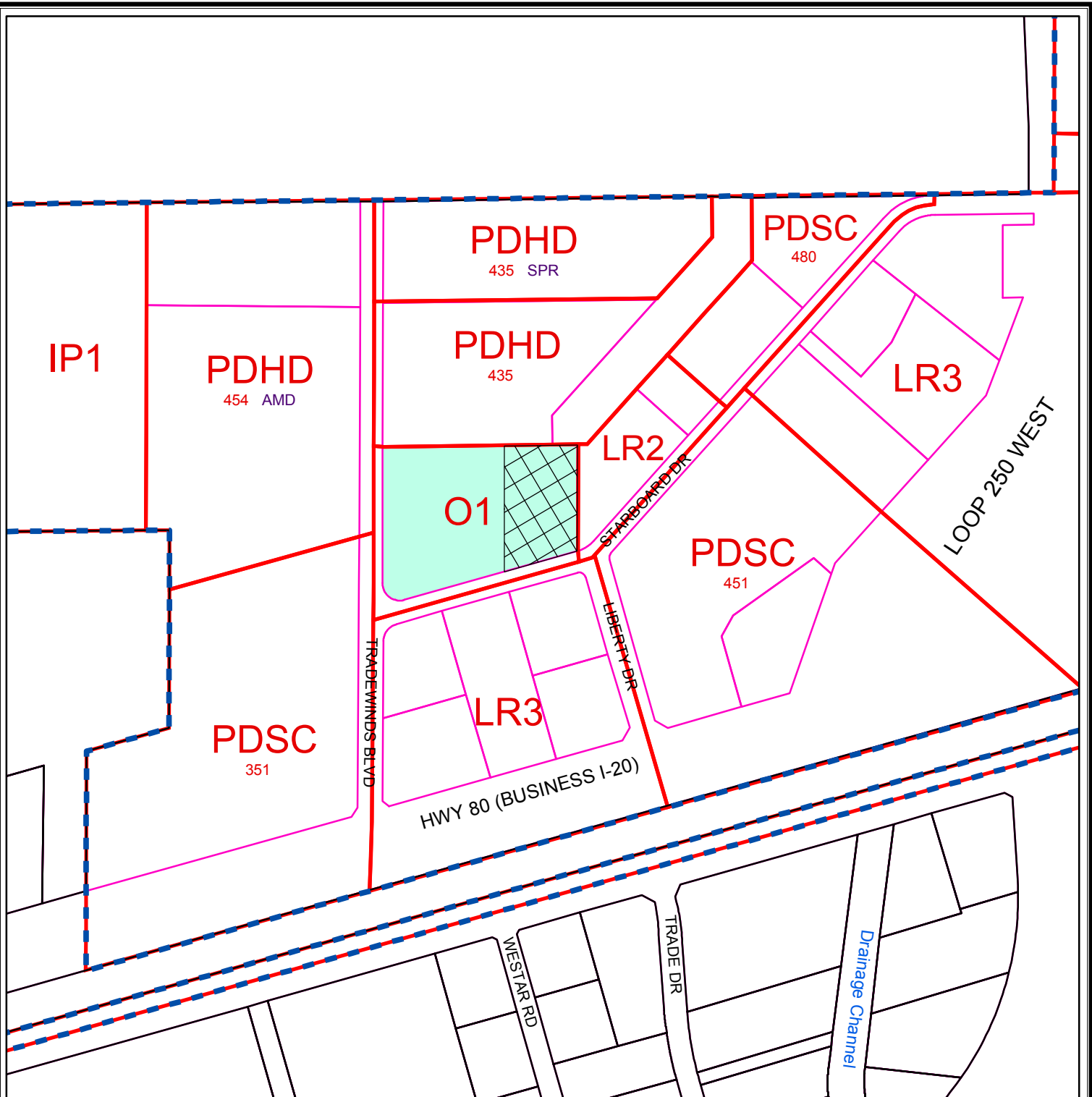
Consider a request for a zone change from O-1, Office District, to O-2, Office District on the east 1.612-acres of Lot 7, Block 3, Gateway Plaza, Section 2, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 13 - 033

Scale: 1" = 400'

Consider a request for a zone change from O-1, Office District, to O-2, Office District on the east 1.612-acres of Lot 7, Block 3, Gateway Plaza, Section 2, City and County of Midland, Texas.

LEGEND

- ZONING
- CITY LIMITS
- CITY PARCELS
- COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by North Financial Building Partners, Ltd. for a zone change from O-2, Office District, to LR-2, Local Retail District, on the north 0.938-acres of Lot 2, Block 2, Wallco Addition, Section 3, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of N. Big Spring Street and Veterans Airpark Lane. - District – 3).

Purpose:

Consider an ordinance on second reading on a request by North Financial Building Partners, Ltd. for a zone change from O-2, Office District, to LR-2, Local Retail District, on the north 0.938-acres of Lot 2, Block 2, Wallco Addition, Section 3, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

When Wallco Addition, Section 3 was recently approved, Lot 2, Block 2 increased in size. This lot now has two different zoning districts, an LR-2 District and an O-1 District. The City has a long standing policy of avoiding two different zoning classifications on one lot, as it can create difficulties in the areas of lot development and tax valuations. Consequently, the owner is requesting that the entire lot be classified as an LR-2 District. The City Council approved the associated ordinance on first reading on September 24, 2013. There has been no further opposition noted since then. It is now appropriate for this ordinance to be considered on second and final reading.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 0.938-ACRE PORTION OF LOT 2, BLOCK 2, WALLCO ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED O-2, OFFICE DISTRICT, TO BE USED AS AN LR-2, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND VETERANS AIRPARK LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an LR-2, Local Retail District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned O-2, Office District, and it shall be used as an LR-2, Local Retail District, said property being described as follows:

A 0.938-acre portion of Lot 2, Block 2, Wallco Addition, Section 3, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Legal description of the tract within Wallco Addition, Section 3
for zoning change for North Financial Building Partners

BEING a description of a 0.938 acre or 40,872.60 square foot tract of land out of the Northeast part of Lot 1, Block 2, Wallco Addition, Section 2, an addition to the City of Midland, according to the map or plat thereof recorded in Cabinet "D", Page 152, of the Plat Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the curved South right-of-way line of Veterans Airpark Lane the Northeast corner of the VFW 2.48 acre tract, and the original northern most corner of said Lot 1 for the northern most corner of this tract;

THENCE along a curve to the right having a radius of 1150.16 feet, arc length of 253.51 feet, chord distance of 252.99 feet, chord bearing of S 49°20'47" E, and delta of 12°37'43" to a ½" iron rod found for the southeast corner of this tract;

THENCE S 74°23'15" W along the most northerly south line of said Lot 1 a distance of 285.69 feet to a ½" iron rod found for the most easterly southwest corner of this tract;

THENCE S 80°12'45" W a distance of 86.06 feet to a ½" iron rod found for the most westerly southwest corner of this tract, also being the most southerly corner of said VFW 2.48 acre tract;

THENCE N 33°14'37" E along a northeasterly line of said Lot 1 and the southeasterly line of said VFW 2.48 acre tract a distance of 306.50 feet to the POINT OF BEGINNING.

X Bruce R. Pennell 8/14/13
Registered Professional
Land Surveyor No. 4170



EXHIBIT A

CASE NO. 2-13-0341

PLANNING AND ZONING COMMISSION

September 3, 2013

CASE: Z-13-034.

REQUEST: Hold a public hearing and consider a request for a zone change from O-2, Office District, to LR-2, Local Retail District.

APPLICANT: Bruce Pennell.

OWNER: North Financial Building Partners, Ltd.

REPRESENTATIVE: Bruce Pennell.

LEGAL DESCRIPTION: On the north 0.938-acres of Lot 2, Block 2, Wallco Addition, Section 3, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of N. Big Spring Street and Veterans Airpark Lane.

CURRENT ZONING: O-2, Office District.

DETAILS OF REQUEST:

1. The applicant's property is located on the southwest corner of the intersection of Veterans Airpark and Big Spring Street. The currently vacant property has recently been platted as Lot 2, Block 2, in Wallco Addition, Section 3. The replat qualified for Administrative Approval, and the final plat was recorded on August 2, 2013. This lot was zoned LR-2, but with the lot lines extending further north in the replat, obtained the O-2 zoning district as well. Zoning was not addressed during replatting, but an application to rezone was submitted during the final plat submittal. The intent of this rezoning is to ensure that the zoning boundary aligns with the new property boundary. The owner, North Financial Building Partners, Ltd., would like to rezone the portion of their property from O-2, Office District, to the LR-2 District.

SURROUNDING ZONING AND LAND USE:

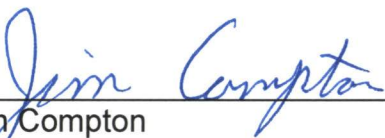
2. The applicant's property is on the west side of Big Spring Street, a state highway, and south of Veterans Airpark Lane, a collector street. To the north is an LR-2, Local Retail District, which this rezoning will be merged with. The O-2, Office District, is the zoning both to the west and the south. Finally, to the east across Big Spring is a PDOC, Planned District for Office Center.

ANALYSIS:

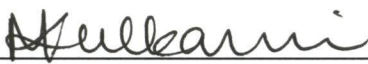
3. Rezoning should ideally follow replatting to ensure that zoning boundaries match with property boundaries established by the approved plat. After the recent replat of Wallco Addition, Section 3, Lot 2, Block 2, now has two different zoning districts: LR-2, Local Retail District and O-2, Office District. Approval of this request would establish a single zoning classification for Lot 2, and will combine with the LR-2 District to the north. Even though this realignment request is a minor shift in zoning boundaries, we believe it is important to follow this policy. For these reasons, we find the zone change request to be reasonable.

STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from O-2, Office District, to LR-2, Local Retail District.



Jim Compton
Acting Planning Division Manager
Department of Development Services



Madhuri Kulkarni, City Planner
Department of Development Services

Attachments:

Application
Maps

2-13-034
Case Number: P13037
WALCO Section 3

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Bruce Pennell 432-528-1027 saxet44@aol.com
Applicant Name (Phone/e-mail)

P.O. Box 51622, Midland, TX 79710
Address Zip Code

North Financial Building Partners, Ltd. 432-818-0300 bfloyd@crowquest.com
Property Owner Name (Phone/e-mail)
303 Veterans Air Park Lane
Address Zip Code

Bruce Pennell 432-528-1027 saxet44@aol.com
Representative Name (Phone/e-mail)
P.O. Box 51622, Midland, TX 79710
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. See field notes for case number P13037

PRESENT ZONE: 02 REQUESTED ZONE: LR2
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To make the zoning consistent with the lot it is being combined in to. See case number P13037

Present Use of Property: Vacant

Proposed Use of Property: Vacant

How will zone change affect the public health, safety and welfare? None

Describe how conditions affecting the property have changed since present zoning designation:
None

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes ☒ No

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

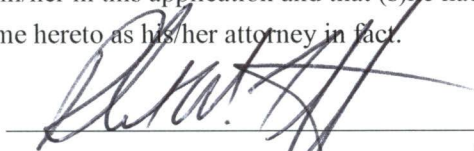
If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS

COUNTY OF MIDLAND

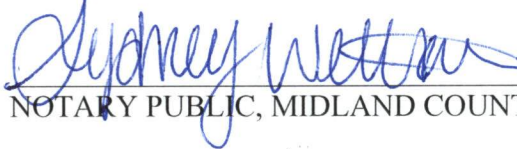
Before me, the undersigned authority, on this day personally appeared

Robert W. Floyd who, being by me duly sworn, upon oath says: That (s)he is authorized by North Financial Building Partners, Ltd. the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

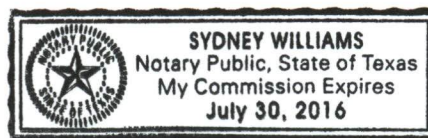


Authorized Agent (signature)

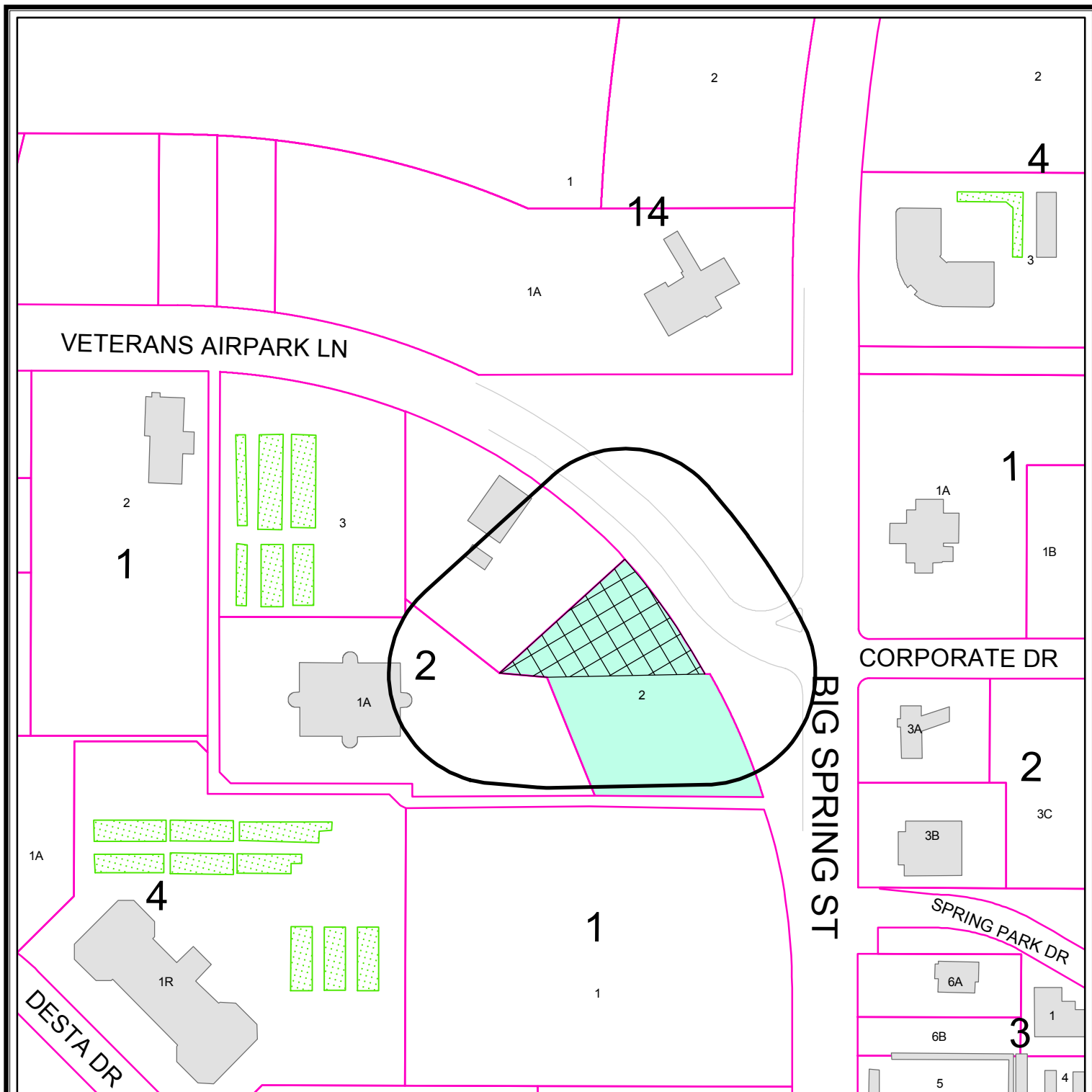
Subscribed and sworn to before me, this 31st day of July, 20 13, to certify which witness my hand and seal of office.


NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>DS</u>	Date: <u>7/31</u>
Assigned: <u>MK</u>	
For: <u>P+Z</u>	On: <u>7/31/13</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 13 - 034

Scale: 1" = 200'

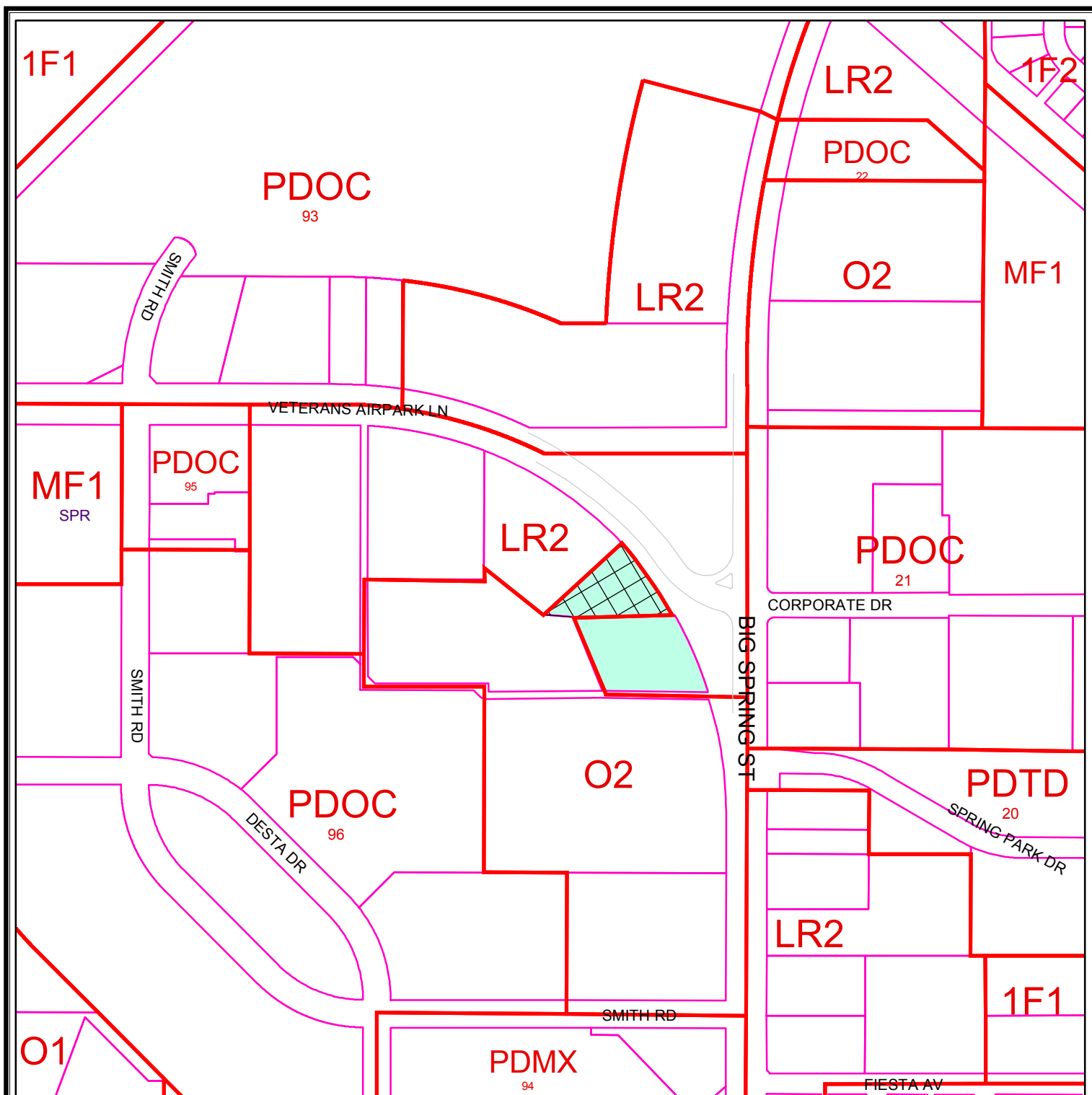
Consider a request for a zone change from O-2, Office District, to LR-2 Local Retail District on the north 0.938-acres of Lot 2, Block 2, Wallco Addition, Section 3, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 13 - 034

Scale: 1" = 400'

Consider a request for a zone change from O-2, Office District, to LR-2 Local Retail District on the north 0.938-acres of Lot 2, Block 2, Walco Addition, Section 3, City and County of Midland, Texas.

LEGEND

ZONING PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Palio's Westbound Inc. for a Specific Use Permit with Term for on-premise consumption of alcoholic beverages in a restaurant on a 3,038 square foot portion of Lot 19A, Block 5, North Park, Section 16, City and County of Midland, Texas. (Generally located on the north side of W. Loop 250 North, approximately 750 feet west of Whitman Drive, District 1.)

Purpose:

Consider an ordinance on second reading on a request by Palio's Westbound Inc. for a Specific Use Permit with Term for on-premise consumption of alcoholic beverages in a restaurant on a 3,038 square foot portion of Lot 19A, Block 5, North Park, Section 16, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This is a request to sell and serve alcoholic beverages in the new Palio's Pizza Café. It is located at the east end of The Commons shopping center. The restaurant contains 2,200 square feet of seating area, and would have a maximum of 114 sets. The days and hours of sales are planned for 9:00 a.m. until 12:00 a.m. daily. This ordinance was approved by the City Council on first reading on September 24, 2013, and no opposition has been noted. It is not appropriate for this ordinance to be considered on second and final reading.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 3,038 SQUARE FOOT PORTION OF LOT 19A, BLOCK 5, NORTH PARK, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 750 FEET WEST OF WHITMAN DRIVE), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned PD, Planned District for a Shopping Center, to-wit:

A 3,038 square foot portion of Lot 19, Block 5, North Park, Section 16, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term

for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together with the uses permitted in the present PD, Planned District for a Shopping Center.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

- A. That the restaurant shall be limited to 2,200 contiguous square feet.
- B. That seats shall be limited to a maximum of 114.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 12:00 a.m. (Midnight).
- D. That the sale and on-premise consumption of alcoholic beverages shall conform to all applicable laws established by the City of Midland and the State of Texas.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

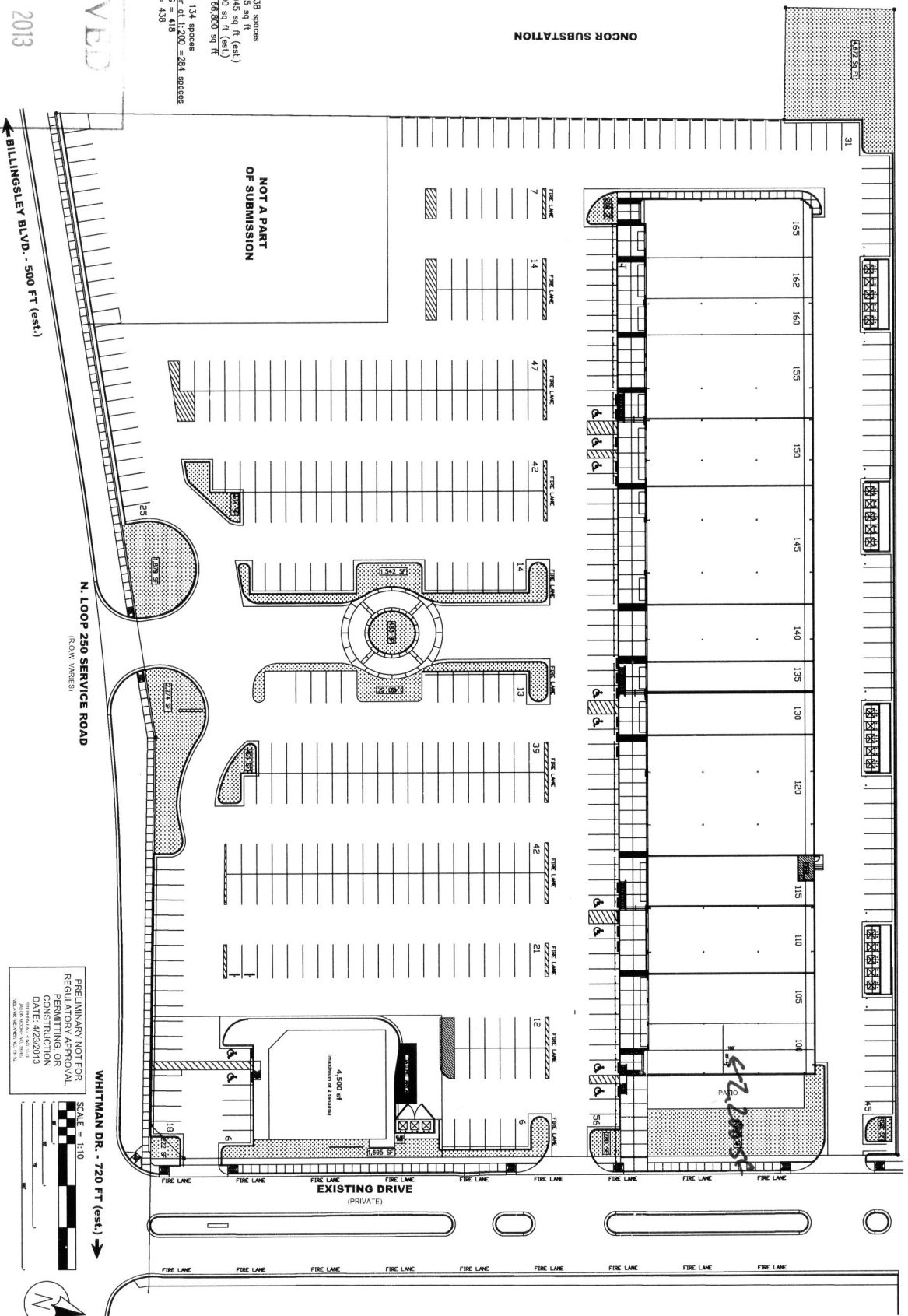
APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

BLUERIDGE APARTMENTS



PARKING TABULATION
 Total Parking Shown = 438 spaces
 Total Building = 438 spaces
 West Pod Building = 10,045 sq ft (est.)
 East Pod Building = 4,500 sq ft (est.)
 TOTAL BUILDING AREA = 66,800 sq ft
 West Pod req'd at 1:75 = 134 spaces
 East Pod/Shopping Center at 1:200 = 284 spaces
 Total Building = 438 spaces
 TOTAL PARKING SHOWN = 438

RECEIVED
 JUL 17 2013

CITY OF MIDLAND
 PLANNING DIVISION OFFICE

PRELIMINARY NOT FOR
 REGULATORY APPROVAL
 PERMITTING OR
 CONSTRUCTION
 DATE: 4/23/2013
 CITY OF MIDLAND - CIVIL DIVISION
 3000 MIDLAND AVENUE, SUITE 100
 MIDLAND, TEXAS 79701



CASE NO. 5-13-D1D

PLANNING AND ZONING COMMISSION

September 3, 2013

CASE: S-13-010

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit with Term for on-premise consumption of alcoholic beverages in a Restaurant.

APPLICANT: Palio's Westbound Inc.

OWNER: Northpark Commons, LLC.

LEGAL DESCRIPTION: A 3,038 square foot portion of Lot 19A, Block 5, North Park Section 16, City and County of Midland, Texas.

LOCATION: Generally located on the north side of W. Loop 250 North, approximately 750 feet west of Whitman Drive.

CURRENT ZONING: PD, Planned District for a Shopping Center

DETAILS OF REQUEST:

Palio's Westbound Inc. has recently opened in its new location for Palio's Pizza Café at the above described property, and is requesting a specific use permit with term for the sale of on premise consumption for alcoholic beverages in a restaurant. The restaurant floor area is approximately 3,038 square feet, and the applicant is requesting seating for 114 seats. This floor area would include only the internal area of the suite, and would not include service on the patio.

SURROUNDING ZONING AND LAND USE:

The restaurant is located in a PD, Planned District for a Shopping Center, subject to LR-2, Local Retail District standards. There is one specific use permit for the sale of alcoholic beverages for on premise consumption located near this property, which is immediately on the south side of W. Loop 250 North at the Ward Street intersection. This restaurant is located at the recently developed The Commons shopping center immediately south of the Blue Ridge apartments.

ANALYSIS:

Palio's Pizza Café will have a maximum of 2,200 contiguous square feet of floor area. The Building Official has determined that the seating capacity will be set at 114 seats based on the serviceable square footage and the number of restrooms available for patrons. Staff has no objections to the requested hours of service Monday thru Thursday from 11:00 a.m. until 10:00 p.m., Friday and Saturday from 11:00 a.m. until 11:00 p.m., and Sunday from 11 a.m. until 9 p.m. To allow flexibility to the owner, staff recommends extending the hours of operation until midnight for seven days a week; Monday thru Sunday.

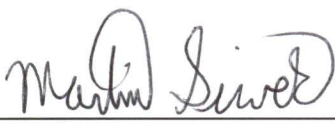
STAFF RECOMMENDATION:

We recommend approval of the request for a Specific Use Permit with Term for on-premise consumption of alcoholic beverages in a Restaurant, together with the uses permitted in the LR-2, Local Retail District, subject to the following conditions:

- A. That the restaurant shall be limited to 2,200 square feet in contiguous area.**
- B. Seating shall be limited to 114 seats for the restaurant area.**
- C. That alcoholic beverages may be sold only during the hours specified as follows:**
 - Monday thru Sunday from 11:00 a.m. to 12:00 a.m. (Midnight)**
- D. That the sale of alcoholic beverages for on-premise consumption shall comply with state and local laws.**



Jim Compton
Acting Planning Division Manager
Department of Development Services



Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A

Case Number: S-13-010

CITY OF MIDLAND
Planning Division

**APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM
FOR THE SALE OF ALCOHOLIC BEVERAGES
FOR ON-PREMISE CONSUMPTION**

Palio's Westbound, Inc. (325) 374-6524 palioswestbound@yahoo.com
Applicant Name Phone/e-mail

4112 Creek Hill Ln. Corinth, TX 76208
Address Zip Code

Northpark Commons, LLC (806) 745-9718 rchili@gracorealestate.com
Property Owner Name Phone/e-mail

P.O. Box 65207, Lubbock, TX 79464
Address Zip Code

Palio's Pizza Cafe palioswestbound@yahoo.com
Operator (if different from Applicant or Property Owner) Phone/e-mail

2900 W. Loop 250 North, Suite 100, Midland, TX 79705
Address Zip Code

Type of Business: Restaurant
(Restaurant, Bar, Lounge, Nightclub, etc.)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, name, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)

2900 W. Loop 250 North, Suite 100, Midland, TX 79705
Lot 19A in Block 5, North Park, Section 16,
City of Midland, Midland County, Texas

Current Zoning: PDSC

Max. Floor Area: 2200 sq. ft. Seating Capacity: 114 1 male 1 female bathroom

Proposed hours and days of alcoholic beverage sales: Mon. 11-10, Tues. 11-10, Wed. 11-10
Thurs. 11-10, Fri. 11-11, Saturday 11-11, Sunday 11-9

Reason for request: Convenience of Customers

REQUIRED SUBMITTALS

1. Application fee: \$300 ✓.

2. Site plan – 16 copies (FOLDED) ✓.
3. On a CD in .pdf and .jpg digital format ✓.

SIGNATURES:

Applicant: Michelle Turner Date: 7/13/13

Property Owner: Ronald S. Childress Date: 7/13/13
Ronald S. Childress

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

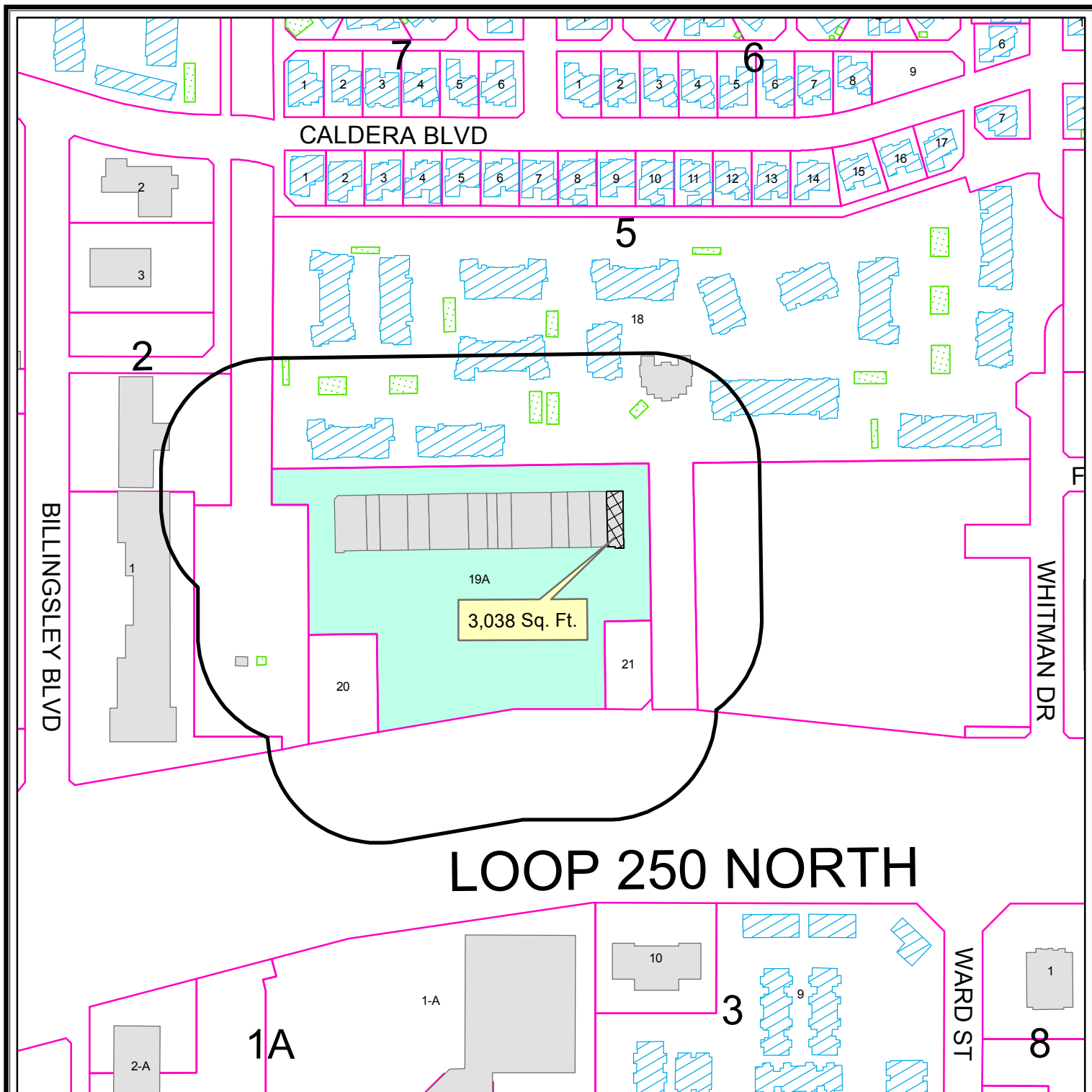
Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority 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>PS</u>	Date: <u>7/17</u>
Assigned: <u>MS</u>	
For: <u>P+Z</u>	On: <u>9/3/13</u>

****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

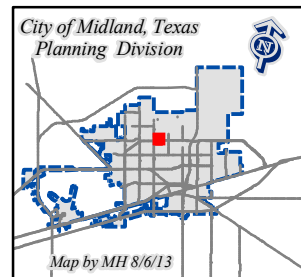
S - 13 - 010

Scale: 1" = 250'

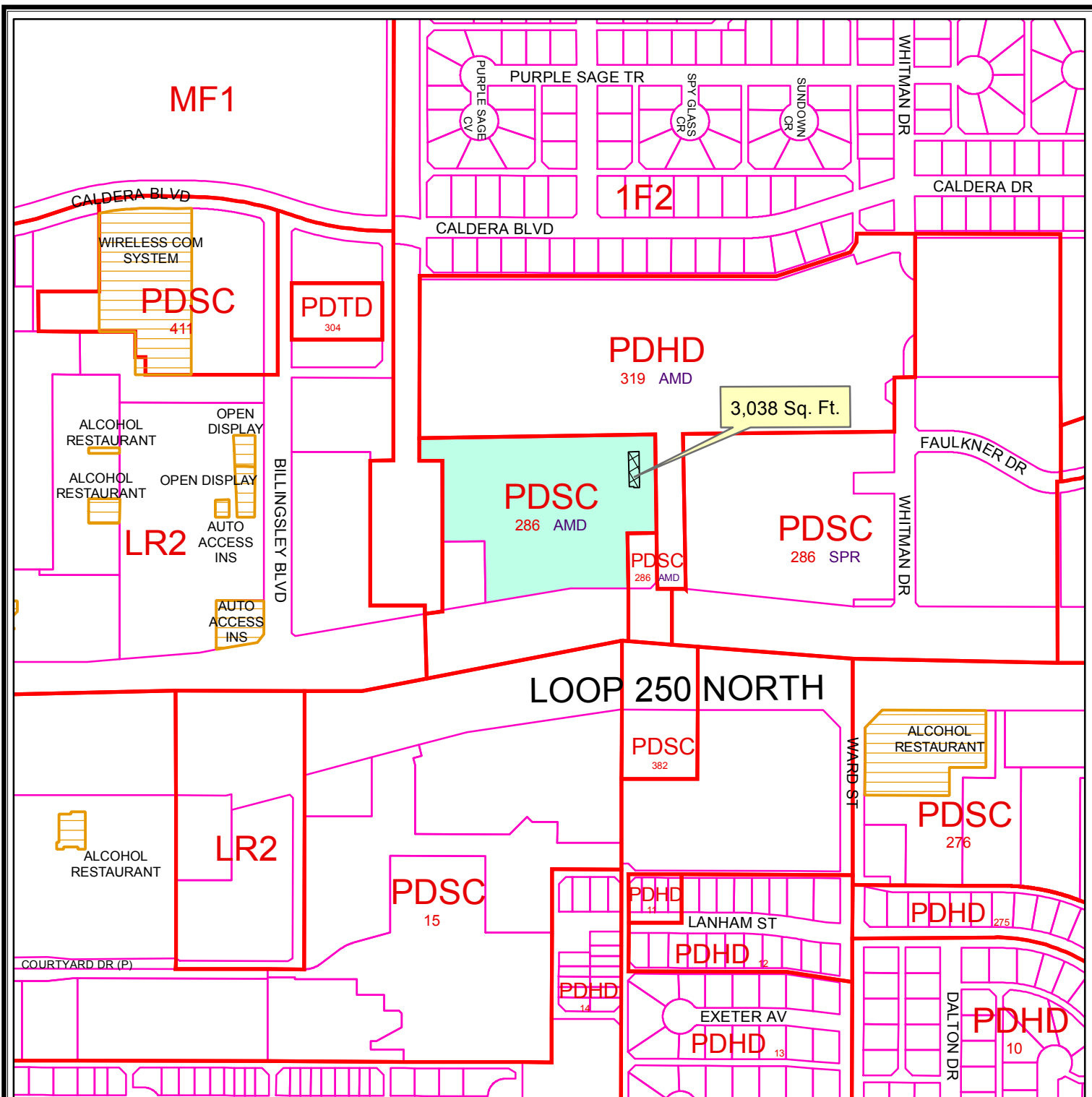
Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on 3,038 square feet portion of Lot 19A, Block 5, North Park, Section 16, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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 THIS DATA IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING, CIZING, OR OTHER DECISION, SOLELY ON THE INFORMATION CONTAINED HEREIN



ZONING MAP

S - 13 - 010

Scale: 1" = 400'

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on 3,038 square feet portion of Lot 19A, Block 5, North Park, Section 16, City and County of Midland, Texas.

LEGEND

ZONING PARCELS SPECIFIC USE PERMITS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by D.R. Horton-Texas, LTD. for a zone change from 2F, Two-Family Dwelling District on Lots 1 thru 11 and Lots 26 thru 28, Block 1, on Lots 1 thru 13, Block 2, Adobe Meadows, Section 1; and on Lots 10 thru 12, the west 0.109-acres of Lot 13, the west 2.967-acres of Tract "A", Block 8, Adobe Meadows, Section 3; to 1F-3, One-Family Dwelling District; and from 2F, Two-Family Dwelling District on Lots 5 thru 10, Block 9, Adobe Meadows, Section 4, to 1F-2, One-Family Dwelling District; and from PD, Planned District for a Housing Development on the east 0.058-acres of Lot 13, Lots 14 thru 16 and the east 4.057-acres of Tract "A", Block 8, Adobe Meadows, Section 3, to 1F-3, One-Family Dwelling District, City and County of Midland, Texas. (Generally located on the east side of State Hwy 349, north of east extension of Mockingbird Lane, District 1.)

Purpose:

Consider an ordinance on second reading on a request by D.R. Horton-Texas, LTD. for a zone change from 2F, Two-Family Dwelling District on Lots 1 thru 11 and Lots 26 thru 28, Block 1, on Lots 1 thru 13, Block 2, Adobe Meadows, Section 1; and on Lots 10 thru 12, the west 0.109-acres of Lot 13, the west 2.967-acres of Tract "A", Block 8, Adobe Meadows, Section 3; to 1F-3, One-Family Dwelling District; and from 2F, Two-Family Dwelling District on Lots 5 thru 10, Block 9, Adobe Meadows, Section 4, to 1F-2, One-Family Dwelling District; and from PD, Planned District for a Housing Development on the east 0.058-acres of Lot 13, Lots 14 thru 16 and the east 4.057-acres of Tract "A", Block 8, Adobe Meadows, Section 3, to 1F-3, One-Family Dwelling District, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The zoning and subdivision plats for Adobe Meadows, Sections 1, 3, 4 and 5 were approved in the early 1980's, but the land was never developed. D. R. Horton has purchased this land and submitted a revision to the plat to be known as Adobe Meadows, Section 6. The purpose of the replat is to make slight amendments to the street alignments and lot sizes; however, the overall density remains unchanged. Before the proposed final plat can be considered, this zone change request must be approved. The City Council approved the associated ordinance on September 24, 2013. It is now appropriate for this ordinance to be considered on second and final reading.

There is also a related request to vacate certain drainage easements on this property that were dedicated by separate instrument prior to the original final plat approvals. On September 24th, the City Council approved the ordinance vacation on second reading. However, we do not support second reading of this ordinance until a final plat, in proper form for approval, is submitted. When this happens, staff will present the vacation ordinance for second reading, and present the final plat to the Planning and Zoning Commission at the next available meeting.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 1-11 AND LOTS 26-28, BLOCK 1, AND LOTS 1-13, BLOCK 2, ADOBE MEADOWS, SECTION 1, AND LOTS 10-12, THE WEST 0.109 ACRES OF LOT 13, AND THE WEST 2.967 ACRES OF TRACT "A", BLOCK 8, ADOBE MEADOWS, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED 2F, TWO-FAMILY DWELLING DISTRICT, TO BE USED AS A 1F-3, ONE-FAMILY DWELLING DISTRICT; BY PERMITTING LOTS 5-10, BLOCK 9, ADOBE MEADOWS, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED 2F, TWO-FAMILY DWELLING DISTRICT, TO BE USED AS A 1F-2, ONE-FAMILY DWELLING DISTRICT; BY PERMITTING THE EAST 0.058 ACRES OF LOT 13, LOTS 14-16, AND THE EAST 4.057 ACRES OF TRACT "A", BLOCK 8, ADOBE MEADOWS, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, TO BE USED AS A 1F-3, ONE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF THE EAST EXTENSION OF MOCKINGBIRD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of two 1F-3, One-Family Dwelling Districts, and a 1F-2, One-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE

CITY OF MIDLAND, TEXAS:

SECTION ONE. That 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 2F, Two-Family Dwelling District, and it shall be used as an 1F-3, One-Family Dwelling District, said property being described as follows:

Lots 1-11 and Lots 26-28, Block 1, and Lots 1-13, Block 2, Adobe Meadows, Section 1, and Lots 10-12, the west 0.109 acres of Lot 13, and the west 2.967 acres of Tract "A", Block 8, Adobe Meadows, Section 3, City and County of Midland, Texas.

SECTION TWO. 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 2F, Two-Family Dwelling District, and it shall be used as a 1F-2, One-Family Dwelling District, said property being described as follows:

Lots 5-10, Block 9, Adobe Meadows, Section 4, City and County of Midland, Texas.

SECTION THREE. 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 Housing Development, and it shall be used as a 1F-3, One-Family Dwelling District, said property being described as follows:

The east 0.058 acres of Lot 13, Lots 14-16, and the east 4.057 acres of Tract "A", Block 8, Adobe Meadows, Section 3, City and County of Midland, Texas.

SECTION FOUR. That the property described herein is more specifically described by metes and bounds in Exhibits "A" through "I", which are attached hereto and incorporated herein.

SECTION FIVE. That City of Midland Ordinance No. 6108 is hereby amended by this ordinance.

SECTION SIX. 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 SEVEN. 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 EIGHT. 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 NINE. 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 TEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearthwater.com

RE-ZONING 7.570 ACRES (2F to 1-F3) ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 7.570 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 7.61 ACRE TRACT, DESCRIBED IN SECTION SIXTEEN IN ORDINANCE NO. 6108 OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 7.570 ACRES OF LAND ALSO BEING A PORTION OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 7.570 ACRES OF LAND ALSO BEING A PORTION OF THAT CERTAIN 61.761 ACRE TRACT CONVEYED TO D.R. HORTON – TEXAS, LTD. BY DEED RECORDED AS DOCUMENT NUMBER 2012-20566 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; SAID 7.570 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718344.58', E(X) 1753836.87') in the east right-of-way (r-o-w) line of State Highway 349 Business for the northwest corner of said Adobe Meadows, Section 1 and the northwest corner hereof;

THENCE North 75°32'22" East along the north line of said Adobe Meadows, Section 1 a distance of 742.19 feet to a point for the northerly common corner of that certain 44.41 acre tract described in Section Fifteen of said Ordinance No. 6108 and the said 7.61 acre tract and northeast corner hereof;

THENCE along the common line of the said 44.41 acre tract and the said 7.61 acre tract the following six (6) calls:

1. South 56°53'28" East a distance of 420.00 feet to a point for an angle point hereof;
2. South 14°27'41" East a distance of 150.00 feet to a point for an ell corner hereof;
3. South 75°32'19" West a distance of 6.11 feet to a point for the point of curvature of a curve to the right;
4. Along said curve turning to the right an arc length of 113.04 feet, a radius of 136.14 feet and a chord bearing of North 80°40'47" West a distance of 109.82 feet at end of curve and an interior corner hereof;
5. South 33°06'30" West a distance of 22.00 feet to a point for the point of curvature of a curve to the left;
6. Along said curve turning to the left an arc length of 132.58 feet, a radius of 289.39 feet and a chord bearing of South 19°59'05" West a distance of 131.42 feet to a point for the easterly common corner of that certain 16.51 acre tract described in Section Eighteen of said Ordinance No. 6108 and the said 7.61 acre tract and southeast corner hereof;

THENCE along the common line of the said 16.51 acre tract and the said 7.61 acre tract the following two (2) calls:

1. North 56°53'28" West a distance of 303.40 feet to a point for an angle point hereof;
2. South 75°32'21" West a distance of 623.04 feet to a point in the east r-o-w line of said State Highway 349 Business and the west line of said Adobe Meadows, Section 1 for the westerly common corner of the said 16.51 acre tract and the said 7.61 acre tract and the southwest corner hereof;

RECEIVED

AUG 21 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. 2-13-036

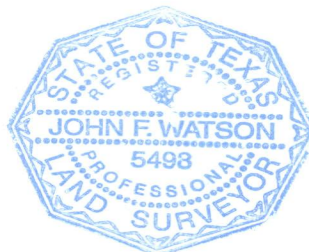
THENCE North 14°34'34" West along the east r-o-w line of said State Highway 349 Business and the west line of said Adobe Meadows, Section 1 a distance of 315.00 feet to the **POINT OF BEGINNING** and containing 7.570 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearthwater.com

RE-ZONING 0.387 ACRES (MF-1 to 1F-3) ADOBE MEADOWS, SECTION 1

LEGAL DESCRIPTION: BEING 0.387 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 16.51 ACRE TRACT DESCRIBED IN SECTION EIGHTEEN IN ORDINANCE NO. 6108 OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.387 ACRES OF LAND ALSO BEING A PORTION OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.387 ACRES OF LAND ALSO BEING A PORTION OF THAT CERTAIN 61.761 ACRE TRACT CONVEYED TO D.R. HORTON – TEXAS, LTD. BY DEED RECORDED AS DOCUMENT NUMBER 2012-20566 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; SAID 0.387 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718034.74', E(X) 1753917.43') in the east right-of-way (r-o-w) line of State Highway 349 Business for the common westerly corner of Adobe Meadows, Section 2, a subdivision in Midland County, Texas recorded in Cabinet C, Page 171 of said plat records and said Adobe Meadows, Section 1 and the most westerly southwest corner hereof;

THENCE North 14°34'34" West along the east r-o-w line of said State Highway 349 Business and the west line of said Adobe Meadows, Section 1 a distance of 5.14 feet to a point for the westerly common corner of that certain 7.61 acre tract described in Section Sixteen of said Ordinance No. 6108 and the said 16.51 acre tract and the northwest corner hereof;

THENCE along the common line of said 7.61 acre tract and said 16.51 acre tract the following six (6) calls:

1. North 75°32'21" East a distance of 623.04 feet to a point for an angle point hereof;
2. South 56°53'28" East a distance of 303.40 feet to a point in a curve to the left and ell corner hereof;
3. Along said curve turning to the left an arc length of 14.19 feet, a radius of 289.39 feet and a chord bearing of South 05°27'19" West a distance of 14.19 feet to a point for point of compound curve;
4. Along said compound curve turning to the left an arc length of 68.95 feet, a radius of 220.71 feet and a chord bearing of South 04°53'59" East a distance of 68.67 feet to a point and an interior corner hereof;
5. North 75°32'22" East a distance of 493.18 feet to a point for the northeast corner hereof;
6. South 14°25'02" East a distance of 9.98 feet to a point in the common line of said Adobe Meadows, Section 2 and said Adobe Meadows, Section 1 for the southeast corner hereof from which the northerly common corner of Adobe Meadows, Section 5, a subdivision in Midland County, Texas recorded in Cabinet D, Page 305 of said plat records and said Adobe Meadows, Section 2 bears North 75°32'22" East a distance of 15.30 feet;

THENCE along the common line of said Adobe Meadows, Section 2 and said Adobe Meadows, Section 1 the following six (6) calls:

1. South 75°32'22" West a distance of 522.76 feet to a point in a curve to the right for the most southerly southwest corner hereof;
2. Along said curve turning to the right an arc length of 88.63 feet, a radius of 250.71 feet and a chord bearing of North 06°04'35" West a distance of 88.17 feet to a point of compound curve;



CASE NO. Z-13-c37.9

"2" 1361

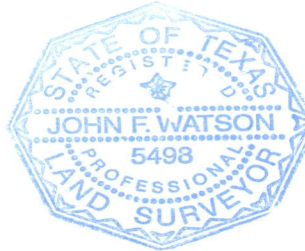
3. Along said compound curve turning to the right an arc length of 19.28 feet, a radius of 319.39 feet and a chord bearing of North 06°55'21" East a distance of 19.28 feet to a point for an interior corner hereof;
4. North 56°53'24" West a distance of 127.46 feet to a point for the point of curvature of a curve to the left;
5. Along said curve turning to the left an arc length of 282.24 feet, a radius of 339.95 feet and a chord bearing of North 80°40'29" West a distance of 274.20 feet to a point at end of curve;
6. South 75°32'22" West a distance of 464.89 feet to the **POINT OF BEGINNING** and containing 0.387 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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RE-ZONING 0.174 ACRES (1F-2 to 1F-3) ADOBE MEADOWS, SECTION 1 AND ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 0.174 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 38.23 ACRE TRACT DESCRIBED IN SECTION FOURTEEN IN ORDINANCE NO. 6108 OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.174 ACRES OF LAND ALSO BEING A PORTION OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND A PORTION OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF SAID PLAT RECORDS, SAID 0.174 ACRES OF LAND ALSO BEING A PORTION OF THAT CERTAIN 61.761 ACRE TRACT CONVEYED TO D.R. HORTON – TEXAS, LTD. BY DEED RECORDED AS DOCUMENT NUMBER 2012-20566 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; SAID 0.174 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718943.68', E(X) 1756160.05') in the north line of said Adobe Meadows, Section 1 for the northerly common corner of that certain 44.41 acre tract described in Section Fifteen of said Ordinance No. 6108 and the said 38.23 acre tract for the northwest corner hereof;

THENCE North 75°32'22" East along the north line of said Adobe Meadows, Section 1 a distance of 10.00 feet to a point for the northerly common corner of Adobe Meadows, Section 4, a subdivision in Midland County, Texas recorded in Cabinet C, Page 182 of said plat records and said Adobe Meadows, Section 1 and the northeast corner hereof;

THENCE South 14°27'38" East along the common line of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 1, passing at a distance of 620.00 feet the southerly common corner of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 1 and the northerly common corner of said Adobe Meadows, Section 5 and said Adobe Meadows, Section 4, continuing with the common line of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 5, passing at a distance of 728.58 feet the southerly common corner of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 5, continuing in all a distance of 758.66 feet to a point in the curving common line of the said 44.41 acre tract and the said 38.23 acre tract for the southeast corner hereof;

THENCE along the common line of the said 44.41 acre tract and the said 38.23 acre tract the following two (2) calls:

1. Along said curve turning to the right an arc length of 10.02 feet, a radius of 564.83 feet and a chord bearing of South 72°05'32" West a distance of 10.02 feet to a point for the southerly common corner of the said 44.41 acre tract and the said 38.23 acre tract and the southwest corner hereof;
2. North 14°27'38" West a distance of 759.26 feet to the **POINT OF BEGINNING** and containing 0.174 acres of land, more or less;

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.



CASE NO. 2-13-03 37.11

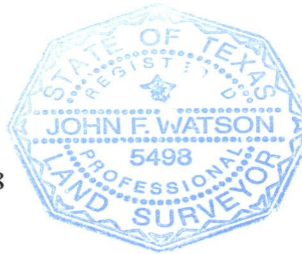
"3"

1961

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216

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RE-ZONING 0.300 ACRES (1F-3 to 1F-2) ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 0.300 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 44.41 ACRE TRACT DESCRIBED IN SECTION FIFTEEN IN ORDINANCE NO. 6108 OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.300 ACRES OF LAND ALSO BEING A PORTION OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.300 ACRES OF LAND ALSO BEING A PORTION OF THAT CERTAIN 61.761 ACRE TRACT CONVEYED TO D.R. HORTON – TEXAS, LTD. BY DEED RECORDED AS DOCUMENT NUMBER 2012-20566 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; SAID 0.300 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718211.56', E(X) 1756359.18') in the curving common line of that certain 38.23 acre tract described in Section Fourteen of said Ordinance No.6108 and the said 44.41 acre tract at the intersection of the southerly prolongation of the common line of Adobe Meadows, Section 4, a subdivision in Midland County, Texas recorded in Cabinet C, Page 182 of said plat records and said Adobe Meadows, Section 5 for the northwest corner hereof from which the southerly common corner of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 5 bears North 14°27'38" West a distance of 30.08 feet;

THENCE along the common line of said 38.23 acre tract and said 44.41 acre tract the following two (2) calls:

1. Along said curve turning to the left an arc length of 158.96 feet, a radius of 564.83 feet and a chord bearing of North 63°31'19" East a distance of 158.43 feet to a point at end of curve;
2. North 55°27'35" East a distance of 65.15 feet to a point for the common westerly south corner of that certain 6.13 acre tract described in Section Sixteen of said Ordinance No. 6108 and said 38.23 acre tract;

THENCE along the common line of said 6.13 acre tract and said 44.41 acre tract the following three (3) calls:

1. North 55°27'35" East a distance of 65.00 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 97.41 feet, a radius of 564.81 feet and a chord bearing of North 60°24'02" East a distance of 97.29 feet to a point for the northeast corner hereof;
3. South 14°25'02" East a distance of 37.45 feet to a point in the proposed centerline of proposed San Francisco Avenue for the southeast corner hereof;

THENCE along the proposed centerline of said proposed San Francisco Avenue the following three (3) calls:

1. South 54°02'43" West a distance of 141.84 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 112.63 feet, a radius of 300.00 feet and a chord bearing of South 64°48'03" West a distance of 111.97 feet to a point at end of curve;

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CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. Z-13-37.13

"4" 1261

3. South $75^{\circ}33'23''$ West a distance of 129.10 feet to a point in the said southerly prolongation of the common line of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 5 for the southwest corner hereof;

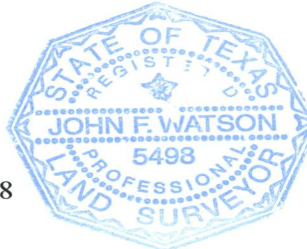
THENCE North $14^{\circ}27'38''$ West along the said southerly prolongation of the common line of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 5 a distance of 7.17 feet to the **POINT OF BEGINNING** and containing 0.300 acres of land, more or less;

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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RE-ZONING 1.422 ACRES (2F to 1F-2) ADOBE MEADOWS, SECTION 4

LEGAL DESCRIPTION: BEING 1.422 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 6.13 ACRE TRACT DESCRIBED IN SECTION SIXTEEN IN ORDINANCE NO. 6108 OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 1.422 ACRES OF LAND ALSO BEING A PORTION OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 1.422 ACRES OF LAND ALSO BEING A PORTION OF THAT CERTAIN 159.82 ACRE TRACT CONVEYED TO CURT AND TAMMY ALVIN BY DEED RECORDED IN VOLUME 1147, PAGE 573 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; SAID 1.422 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718343.86', E(X) 1756537.64') in the common line of Adobe Meadows, Section 5, a subdivision in Midland County, Texas recorded in Cabinet D, Page 305 of said plat records and said Adobe Meadows, Section 4 at the intersection of the most westerly common line of that certain 38.23 acre tract described in Section Fourteen of said Ordinance No. 6108 and the said 6.13 acre tract and the southwest corner hereof from which the southerly common corner of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 5 bears South 60°58'42" West a distance of 212.68 feet;

THENCE along the common line of the said 38.23 acre tract and the said 6.13 acre tract the following seven (7) calls:

1. North 34°32'25" West a distance of 9.98 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 110.02 feet, a radius of 3040.79 feet and a chord bearing of North 33°30'13" West a distance of 110.01 feet to a point for the northwest corner hereof;
3. North 55°27'35" East a distance of 189.57 feet to a point for an angle point hereof;
4. North 75°32'22" East a distance of 316.67 feet to a point for the northeast corner hereof;
5. South 44°38'09" East a distance of 19.40 feet to a point for the point of curvature of a curve to the right;
6. Along said curve turning to the right an arc length of 97.68 feet, a radius of 185.47 feet and a chord bearing of South 29°32'57" East a distance of 96.55 feet to a point at end of curve;
7. South 14°27'38" East a distance of 10.00 feet to a point in the common line of said Adobe Meadows, Section 5 and said Adobe Meadows, Section 4 for the southeast corner hereof;

THENCE along the common line of said Adobe Meadows, Section 5 and said Adobe Meadows, Section 4 the following three (3) calls:

1. South 75°32'22" West a distance of 225.04 feet to a point for the point of curvature of a curve to the left;
2. Along said curve turning to the left an arc length of 208.46 feet, a radius of 594.83 feet and a chord bearing of South 65°29'58" West a distance of 207.39 feet to a point at end of curve;
3. South 55°27'35" West a distance of 64.97 feet to the **POINT OF BEGINNING** and containing 1.422 acres of land, more or less;

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CITY OF MIDLAND
PLANNING DIVISION OFFICE

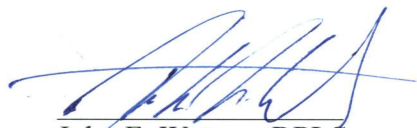
CASE NO. 2-13-036
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115"

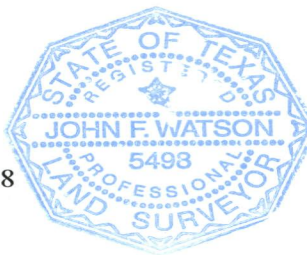
1061

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

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RE-ZONING 0.392 ACRES (2F to 1F-2) ADOBE MEADOWS, SECTION 3 AND ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 0.392 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 6.13 ACRE TRACT DESCRIBED IN SECTION SIXTEEN IN ORDINANCE NO. 6108 OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.392 ACRES OF LAND ALSO BEING A PORTION OF ADOBE MEADOWS, SECTION 3, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 178 OF THE PLAT RECORDS, OF MIDLAND COUNTY, TEXAS AND A PORTION OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF SAID PLAT RECORDS, SAID 0.392 ACRES OF LAND ALSO BEING A PORTION OF THAT CERTAIN 61.761 ACRE TRACT CONVEYED TO D.R. HORTON – TEXAS, LTD. BY DEED RECORDED AS DOCUMENT NUMBER 2012-20566 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; SAID 0.392 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718343.86', E(X) 1756537.64') in the common line of Adobe Meadows, Section 4, a subdivision in Midland County, Texas recorded in Cabinet C, Page 182 of said plat records and said Adobe Meadows, Section 5 at the intersection of the most westerly common line of that certain 38.23 acre tract described in Section Fourteen of said Ordinance No. 6108 and the said 6.13 acre tract and the northwest corner hereof from which the southerly common corner of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 5 bears South 60°58'42" West a distance of 212.68 feet;

THENCE along the common line of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 5 and the common line of said Adobe Meadows, Section 4 and said Adobe Meadows, Section 3 the following three (3) calls:

1. North 55°27'35" East a distance of 64.97 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 208.46 feet, a radius of 594.83 feet and a chord bearing of North 65°29'58" East a distance of 207.39 feet to a point at end of curve;
3. North 75°32'22" East a distance of 225.04 feet to a point in the most easterly common line of the said 38.23 acre tract and the said 6.13 acre tract for the northeast corner hereof;

THENCE South 14°27'38" East along the most easterly common line of the said 38.23 acre tract and the said 6.13 acre tract a distance of 28.31 feet to a point in the proposed centerline of proposed San Francisco Avenue for the southeast corner hereof;

THENCE along the proposed centerline of said proposed San Francisco Avenue the following three (3) calls:

1. South 75°30'33" West a distance of 146.38 feet to a point for the point of curvature of a curve to the left;
2. Along said curve turning to the left an arc length of 112.39 feet, a radius of 300.00 feet and a chord bearing of South 64°46'38" West a distance of 111.73 feet to a point at end of curve;

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CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. 2-13-03 37.17

"6" 10/1

3. South 54°02'43" West a distance of 74.05 feet to a point in the common line of that certain 44.41 acre tract described in Section Fifteen of said Ordinance No. 6108 and the said 6.13 acre tract for the most easterly southwest corner hereof;

THENCE along the common line of the said 44.41 acre tract and the said 6.13 acre tract the following three (3) calls:

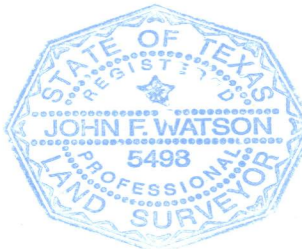
1. North 14°25'02" West a distance of 37.45 feet to a point in a curve to the left for an interior corner hereof;
2. Along said curve turning to the left an arc length of 97.41 feet, a radius of 564.81 feet and a chord bearing of South 60°24'02" West a distance of 97.29 feet to a point at end of curve;
3. South 55°27'35" West a distance of 65.00 feet to a point for the westerly south common corner of the said 38.23 acre tract and the said 6.13 acre tract and the most westerly southwest corner hereof;

THENCE North 34°32'25" West along the common line of the said 38.23 acre tract and the said 6.13 acre tract a distance of 30.02 feet to the **POINT OF BEGINNING** and containing 0.392 acres of land, more or less;

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216

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RE-ZONING 0.010 ACRES (1F-2 to 1F-3) ADOBE MEADOWS, SECTION 1 AND ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 0.010 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 38.23 ACRE TRACT DESCRIBED IN SECTION FOURTEEN IN ORDINANCE NO. 6108 OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.010 ACRES OF LAND ALSO BEING A PORTION OF ADOBE MEADOWS, SECTION 3, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 178 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.010 ACRES OF LAND ALSO BEING A PORTION OF THAT CERTAIN 61.761 ACRE TRACT CONVEYED TO D.R. HORTON – TEXAS, LTD. BY DEED RECORDED AS DOCUMENT NUMBER 2012-20566 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; SAID 0.010 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718553.73', E(X) 1757237.50') in the southwest line of that certain 2.636 acre tract conveyed to Texas Electric Service Company (TESCO) by deed recorded in Volume 514, Page 221 of the Deed Records of Midland County, Texas designated on said subdivision plat of Adobe Meadows, Section 3, as Lot 17, Block 8 at the intersection of the common line of that certain 8.23 acre tract described in Section Seventeen of said Ordinance No. 6108 and the said 38.23 acre tract for the southeast corner hereof from which the north corner of that certain 1.58 acre tract conveyed to said Texas Electric Service Company (TESCO) by deed recorded in Volume 765, Page 695 of said deed records designated on said subdivision plat of Adobe Meadows, Section 3, as Lot 18, Block 8 bears South 44°34'22" East a distance of 389.01 feet;

THENCE South 75°32'26" West along the common line of the said 8.23 acre tract and the said 38.23 acre tract a distance of 239.82 feet to a point for the easterly south common corner of that certain 6.13 acre tract described in Section Sixteen of said Ordinance No. 6108 and the said 38.23 acre tract and the southwest corner hereof;

THENCE North 14°27'38" West along the common line of the said 8.23 acre tract and the said 38.23 acre tract a distance of 1.69 feet to a point in the proposed centerline of proposed San Francisco Avenue for the northwest corner hereof;

THENCE North 75°30'33" East along the proposed centerline of said proposed San Francisco Avenue a distance of 238.77 feet to a point in the southwest line of the said TESCO 2.636 acre tract for the northeast corner hereof;

THENCE South 44°34'22" East along the southwest line of the said TESCO 2.636 acre tract a distance of 2.11 feet to the **POINT OF BEGINNING** and containing 0.010 acres of land, more or less;

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

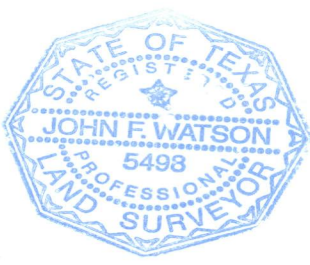
I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



CASE NO. 2-13-036 37.19

"7" 151


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216

John F. Watson & Company

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200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearthwater.com

RE-ZONING 5.533 ACRES (PDHD to 1-F3) ADOBE MEADOWS, SECTION 3

LEGAL DESCRIPTION: BEING 5.533 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 8.23 ACRE TRACT DESCRIBED IN SECTION SEVENTEEN IN ORDINANCE NO. 6108 OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 5.533 ACRES OF LAND ALSO BEING A PORTION OF ADOBE MEADOWS, SECTION 3, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 178 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 5.533 ACRES OF LAND ALSO BEING A PORTION OF THAT CERTAIN 61.761 ACRE TRACT CONVEYED TO D.R. HORTON – TEXAS, LTD. BY DEED RECORDED AS DOCUMENT NUMBER 2012-20566 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; SAID 5.533 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10717823.90', E(X) 1757131.04') in the centerline of Mockingbird Lane and the south line of said Adobe Meadows, Section 3 for the southerly common corner of that certain 6.13 acre tract described in Section Sixteen of said Ordinance No. 6108 and the said 8.23 acre tract for the southwest corner hereof;

THENCE along the common line of said 6.13 acre tract and said 8.23 acre tract the following two (2) calls:

1. North 14°25'02" West a distance of 680.13 feet to a point for the northwest corner hereof;
2. North 75°32'21" East a distance of 45.00 feet to a point for the easterly south common corner of that certain 38.23 acre tract described in Section Fourteen of said Ordinance No. 6108 and said 6.13 acre tract;

THENCE North 75°32'21" East along the common line of said 38.23 acre tract and said 8.23 acre tract a distance of 239.82 feet to a point in the southwest line of that certain 2.636 acre tract conveyed to Texas Electric Service Company (TESCO) by deed recorded in Volume 514, Page 221 of the Deed Records of Midland County, Texas designated on said subdivision plat of Adobe Meadows, Section 3, as Lot 17, Block 8 for the northeast corner hereof;

THENCE South 44°34'22" East along the southwest line of the said TESCO 2.636 acre tract a distance of 389.01 feet to a point for the north corner of that certain 1.58 acre tract conveyed to said Texas Electric Service Company (TESCO) by deed recorded in Volume 765, Page 695 of said deed records designated on said subdivision plat of Adobe Meadows, Section 3, as Lot 18, Block 8 and an ell corner hereof;

THENCE along the northwest and west line of the said TESCO 1.58 acre tract and the southerly prolongation of the west line of the said TESCO 1.58 acre tract the following three (3) calls:

1. South 45°40'34" West a distance of 188.87 feet to a point and angle point hereof;
2. South 15°47'07" West a distance of 34.68 feet to a point and angle point hereof;
3. South 14°06'20" East passing at a distance of 169.85 feet a point in the north line of said Mockingbird Lane for the southwest corner of the said TESCO 1.58 acre tract, continuing in all with said southerly prolongation a distance of 219.86 feet to a point in the south line of said Adobe Meadows, Section 3 and the centerline of said Mockingbird Lane for the southeast corner hereof;

RECEIVED

AUG 22 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. 2-13-056 37.21
"8" 1011

THENCE South 75°35'01" West along the south line of said Adobe Meadows, Section 3 and the centerline of said Mockingbird Lane a distance of 297.89 feet to the **POINT OF BEGINNING** and containing 5.533 acres of land, more or less;

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.


John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

July 29, 2013

JFWCO Job No. 12-0216

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearthwater.com

RE-ZONING 4.312 ACRES (2F to 1F-3) ADOBE MEADOWS, SECTION 3 AND ADOBE MEADOWS, SECTION 5

LEGAL DESCRIPTION: BEING 4.312 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 6.13 ACRE TRACT DESCRIBED IN SECTION SIXTEEN IN ORDINANCE NO. 6108 OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 4.312 ACRES OF LAND ALSO BEING A PORTION OF ADOBE MEADOWS, SECTION 3, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 178 OF THE PLAT RECORDS, OF MIDLAND COUNTY, TEXAS AND A PORTION OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF SAID PLAT RECORDS, SAID 4.312 ACRES OF LAND ALSO BEING A PORTION OF THAT CERTAIN 61.761 ACRE TRACT CONVEYED TO D.R. HORTON – TEXAS, LTD. BY DEED RECORDED AS DOCUMENT NUMBER 2012-20566 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; SAID 4.312 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10717754.18', E(X) 1756859.86') in the centerline of Mockingbird Lane and the south line of said Adobe Meadows, Section 5 for the southerly common corner of that certain 44.41 acre tract described in Section Fifteen of said Ordinance No. 6108 and the said 6.13 acre tract for southwest corner hereof;

THENCE North 14°25'02" West along the common line of the said 44.41 acre tract and the said 6.13 acre tract a distance of 633.54 feet to a point in the proposed centerline of proposed San Francisco Avenue for the northwest corner hereof;

THENCE along the proposed centerline of said proposed San Francisco Avenue the following three (3) calls:

1. North 54°02'43" East a distance of 74.05 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 112.39 feet, a radius of 300.00 feet and a chord bearing of North 64°46'38" East a distance of 111.73 feet to a point at end of curve;
3. North 75°30'33" East a distance of 146.38 feet to a point in the common line of that certain 38.23 acre tract described in Section Fourteen of said Ordinance No. 6108 and the said 6.13 acre tract for the northeast corner hereof;

THENCE South 14°27'38" East along the common line of the said 38.23 acre tract and the said 6.13 acre tract a distance of 1.69 feet to a point in the north line of that certain 8.23 acre tract described in Section Seventeen of said Ordinance No. 6108 for the most easterly south common corner of said 38.23 acre tract and said 6.13 acre tract and an ell corner hereof;

THENCE along the common line of the said 8.23 acre tract and the said 6.13 acre tract the following two (2) calls:

1. South 75°32'21" West a distance of 45.00 feet to a point for an interior corner hereof;
2. South 14°25'02" East a distance of 680.13 feet to a point in the south line of said Adobe Meadows, Section 3 and the centerline of said Mockingbird Lane for the southerly common corner of the said 8.23 acre tract and the said 6.13 acre tract and southeast corner hereof;

RECEIVED

AUG 21 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. 2-13-03637.23

"9" 1061

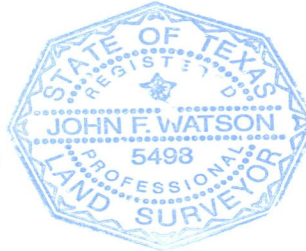
THENCE South 75°35'01" West along the south line of said Adobe Meadows, Section 3 and the centerline of said Mockingbird Lane, passing at a distance of 269.71 feet the southerly common corner of said Adobe Meadows, Section 3 and said Adobe Meadows, Section 5, continuing in all a distance of 280.00 feet to the **POINT OF BEGINNING** and containing 4.312 acres of land, more or less;

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas



July 29, 2013

JFWCO Job No. 12-0216

Case Number: 2-13-036

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

D. R. Horton – Texas, Ltd.	(817) 230-0800
Applicant Name	(Phone/e-mail)
6751 N. Freeway, Fort Worth, TX	76131
Address	Zip Code
Same as Applicant & Curt Alvin	(432) 620-9222
Property Owner Name	(Phone/e-mail)
109 Blackberry Court, Midland, Texas	79705
Address	Zip Code
Parkhill, Smith & Cooper, Inc.,	(432) 697-1447
Representative Name	(Phone/e-mail)
1700 W. Wall, Suite 100, Midland, TX 79701	
Address	Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. See attached Metes and Bounds.

PRESENT ZONE: 2F, MF-1, 1F-2, 1F-3, REQUESTED ZONE: 1F-3 and 1F-2
and PDHD (List by tracts if more than one district is requested)

Reason for Zone Change Request: This area is presently undeveloped. 1F-3 and 1F-2 zoning is consistent with current development plans as the current zoning is also for residential development.

Present Use of Property: Pasture or Range Land

Proposed Use of Property: Residential Subdivision

How will zone change affect the public health, safety and welfare? It will not affect the public health, safety, and welfare.

Describe how conditions affecting the property have changed since present zoning designation: Change is only a slight modification to existing plan to develop subdivision.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes X No

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS *(if applicable):*

16 copies (FOLDED) of the PD site plan: _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE *(by property owner only - authorized agent must sign affidavit below)*

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

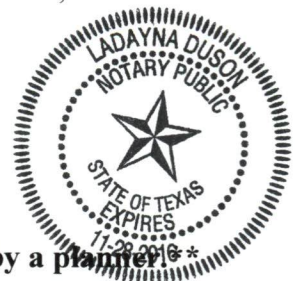
Jared Squyres, EIT who, being by me duly sworn, upon oath says: That (s)he is authorized by D.R. Horton - Texas, Ltd, & Curt Alvin, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Jared A. Squyres
Authorized Agent (signature)

Subscribed and sworn to before me, this 22nd day of July, 20 13, to certify which witness my hand and seal of office.

Ladayna Duson
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: _____	Date: _____
Assigned: _____	
For: _____	On: _____



****Application will not be considered for scheduling until reviewed by a planner****

PLANNING AND ZONING COMMISSION

September 3, 2013

CASE: Z-13-036.

REQUEST: Hold a public hearing and consider a request for a zone change from 2F, Two-Family Dwelling District to 1F-2, One-Family Dwelling District, and from PD, Planned District for a Housing Development to 1F-3, One-Family Dwelling District.

OWNER/APPLICANT: D.R. Horton-Texas, Ltd.

REPRESENTATIVE: Parkhill Smith and Cooper.

LEGAL DESCRIPTION: Lots 1 thru 11 and Lots 26 thru 28, Block 1, on Lots 1 thru 13, Block 2, Adobe Meadows, Section 1; and on Lots 10 thru 12, the west 0.109-acres of Lot 13, the west 2.967-acres of Tract "A", Block 8, Adobe Meadows, Section 3; Lots 5 thru 10, Block 9, Adobe Meadows, Section 4, Lot 13, Lots 14 thru 16 and the east 4.057-acres of Tract "A", Block 8, Adobe Meadows, Section 3, City and County of Midland, Texas.

LOCATION: Generally located on the east side of State Hwy 349, north of east extension of Mockingbird Lane.

CURRENT ZONING: 2F, Two-Family Dwelling District, 1F-3, One-Family Dwelling District, 1F-2, One-Family Dwelling District, PD, Planned District for a Housing Development.

ASSOCIATED CASE: P-13-046, V-13-014.

DETAILS OF REQUEST:

1. The Adobe Meadows Sections 1, 3, 4, and 5 final plats were approved in the early 1980s. The corresponding zoning was also approved and implemented during this time frame. The described property is currently vacant and has gone undeveloped. The applicants are requesting to make the above described zone changes for a proposed residential replat. The purpose of the request is to alter zoning boundaries to conform to the proposed lot pattern and sizes, and realignment of rights-of-way the developer plans on making to the existing subdivisions.

SURROUNDING ZONING AND LAND USE:

2. This property has two medium sized 2F, Two-Family Dwelling Districts with one located off of SH 349 and Cerrillos Avenue. The 2F, Two-Family Dwelling District is located along San Francisco Avenue and east of Baca Street. The large contiguous zoned district located in the middle of the existing plat is currently zoned 1F-3, One-Family Dwelling District, and the northeastern-most portion of the existing plat is zoned as a medium-sized 1F-2, One-Family Dwelling District. Lastly, the southeastern-most portion of the property is currently zoned as a PD, Planned District for a Housing Development. Immediately north of this property is a large AE, Agriculture Estate District, and to the south are two small TH, Townhouse Districts, a small MF-1, Multiple-Family Dwelling District, and a large 1F-3, One-Family Dwelling District.

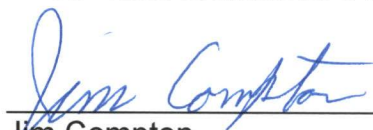
ANALYSIS:

3. This area of the City is currently zoned for residential lot development with minimum lot areas of 5,000 square feet, 5,500 square feet, and 7,000 square feet. The applicant's request for a zone change is to adjust the existing boundaries to conform to a proposed layout of future platted lots. The change in lot configuration will not change the density of the previously approved plat.

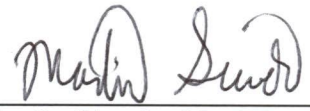
STAFF RECOMMENDATION:

Staff recommends the approval of the requested zone change subject to the following conditions:

- A. That ordinance 6108 is hereby amended.



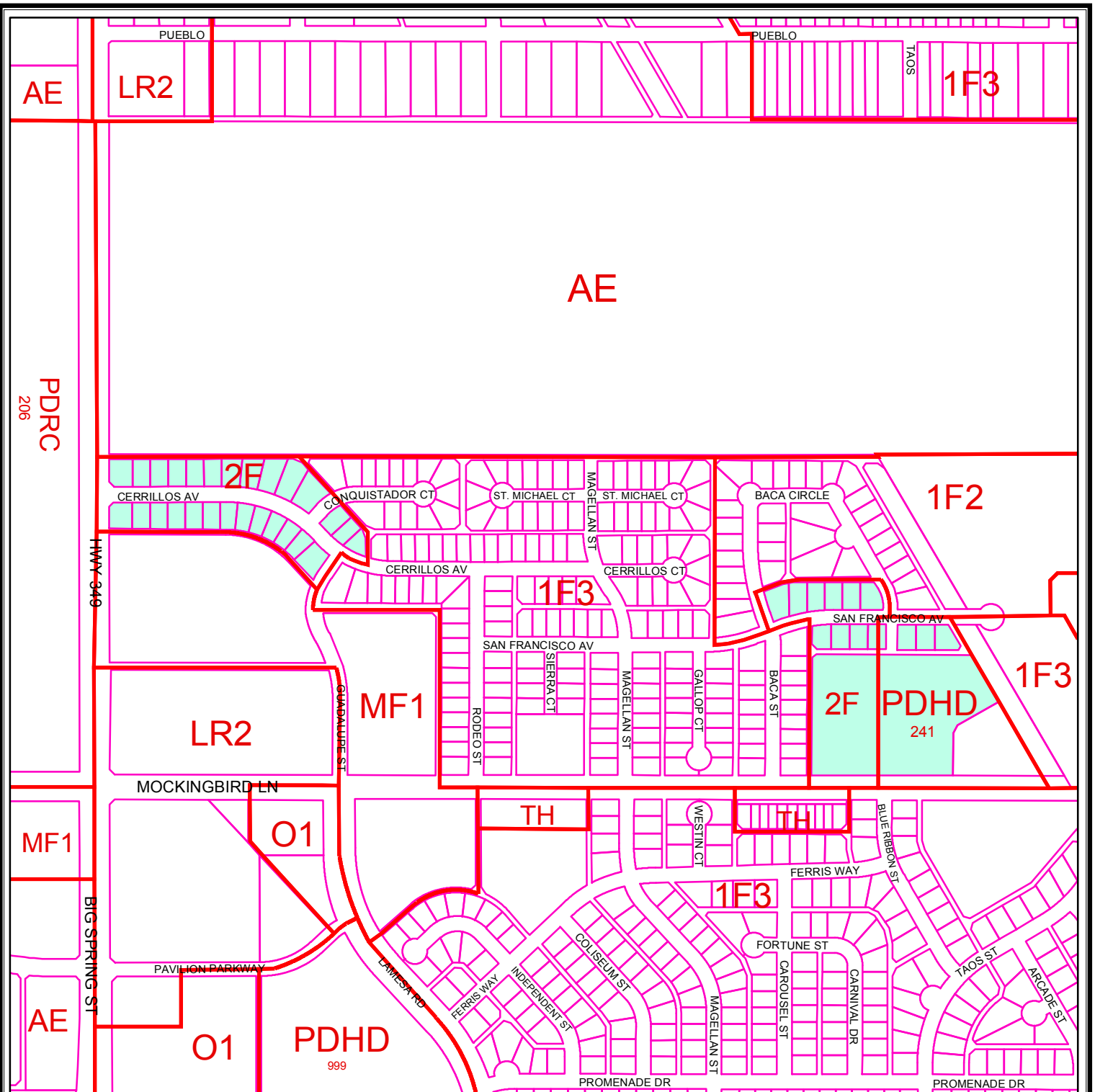
Jim Compton
Acting Planning Division Manager
Department of Development Services



Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps



Z - 13 - 036

Scale: 1" = 550'

Consider a request for a zone change from 2F, Two-Family Dwelling District on Lots 1 thru 11 and Lots 26 thru 28, Block 1, on Lots 1 thru 13, Block 2, Adobe Meadows, Section 1; and on Lots 10 thru 12, the west 0.109-acres of Lot 13, the west 2.967-acres of Tract "A", Block 8, Adobe Meadows, Section 3; to 1F-3, One-Family Dwelling District; and from 2F, Two-Family Dwelling District on Lots 5 thru 10, Block 9, Adobe Meadows, Section 4, to 1F-2, One-Family Dwelling District; and from PD, Planned District for a Housing Development on the east 0.058-acres of Lot 13, Lots 14 thru 16 and the east 4.057-acres of Tract "A", Block 8, Adobe Meadows, Section 3, to 1F-3, One-Family Dwelling District, City and County of Midland, Texas.

ZONING MAP

LEGEND

ZONING

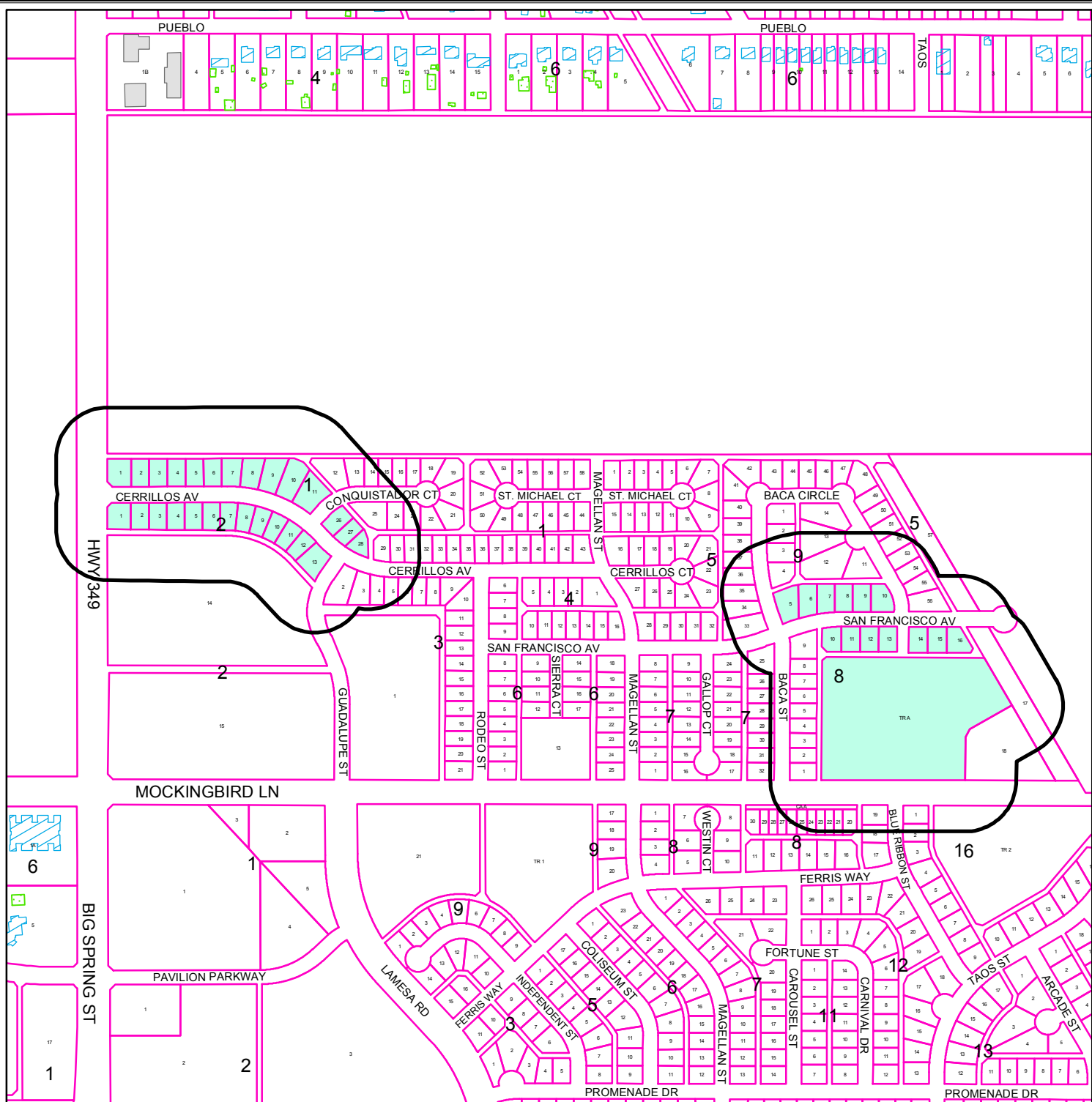
PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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PROPERTY OWNER NOTIFICATION MAP

Z - 13 - 036

Consider a request for a zone change from 2F, Two-Family Dwelling District on Lots 1 thru 11 and Lots 26 thru 28, Block 1, on Lots 1 thru 13, Block 2, Adobe Meadows, Section 1; and on Lots 10 thru 12, the west 0.109-acres of Lot 13, the west 2.967-acres of Tract "A", Block 8, Adobe Meadows, Section 3; to 1F-3, One-Family Dwelling District; and from 2F, Two-Family Dwelling District on Lots 5 thru 10, Block 9, Adobe Meadows, Section 4, to 1F-2, One-Family Dwelling District; and from PD, Planned District for a Housing Development on the east 0.058-acres of Lot 13, Lots 14 thru 16 and the east 4.057-acres of Tract "A", Block 8, Adobe Meadows, Section 3, to 1F-3, One-Family Dwelling District, City and County of Midland, Texas.

Scale: 1" = 550'

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDG



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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Sonoma Housing Advisors LLC for a for a Site Plan Review for an MF-1, Multiple-Family Dwelling District on a 10.79-acre tract of land out of Section 1, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of S. Lamesa Road, approximately 1,000 feet north of E. Interstate Hwy 20, District 2.)

Purpose:

Consider an ordinance on second reading on a request by Sonoma Housing Advisors LLC for a for a Site Plan Review for an MF-1, Multiple-Family Dwelling District on a 10.79-acre tract of land out of Section 1, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The subject property is zoned MF-1 District. The applicant is proposing to construct 156 apartment units on this property, which will yield a density of 16 dwelling units per acre. Five exhibits were provided that illustrate the manner in which the apartments will appear once constructed. All minimum building setbacks are met or exceeded, and the exterior will consist of Hardi-Plank siding, stone and glazing, with composition shingles. The City Council approved the associated ordinance on first reading on September 24, 2013. It is now appropriate for this ordinance to be considered on second and final reading.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A SITE PLAN FOR A 10.79-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LAMESA ROAD, APPROXIMATELY 1,000 FEET NORTH OF EAST INTERSTATE HIGHWAY 20); SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, Section 11-1-6(A)(9)(b)(1) of the Midland City Code provides that prior to any development of an apartment project/complex, an applicant must obtain site plan approval under said section; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to adopt a site plan pursuant to Section 11-1-6(A)(9)(b)(1), subject to special conditions and restrictions;

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

SECTION ONE. That a site plan, which is attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby adopted for the following property:

A 10.79-acre tract out of Section 1, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “F”, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the use and development of the property shall be subject to the following conditions and restrictions:

1. That the development shall significantly conform to the site plan attached hereto as Exhibit “A”.
2. That the development shall significantly conform to Exhibits “B”, “C”, “D” and “E”, which are attached hereto and incorporated herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all

other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2013, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

LAMESA ROAD
(120' R.O.W.)

BUILDING SCHEDULE

TYPE A	10,080 S.F. x 2 = 24 UNITS EACH
TYPE B	12,222 S.F. x 3 = 20 UNITS EACH
TYPE C	11,300 S.F. x 2 = 24 UNITS EACH
CLUB	4,432 S.F.
6 CAR GARAGE	1,563 S.F. x 2
8 CAR GARAGE	2,052 S.F. x 2
10 CAR GARAGE	2,541 S.F. x 2

PARKING SCHEDULE

OPEN	184 SPACES
GARAGE	48 SPACES
CARPORT	84 SPACES

WAYSIDE DRIVE
(40' R.O.W.)

LATTA STREET
(60' R.O.W.)

N 75°39'43" E 270.53'

ALBERT AVENUE
(60' R.O.W.)

S 75°39'43" W 919.78'

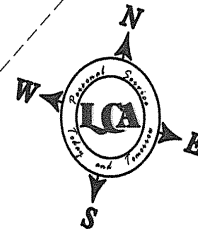
N 75°41'51" E 879.12'

25' SETBACK

A=23°01'37"
R=330.00'
L=132.63'
CB=N 64°11'02" E
C=131.74'

50' PIPELINE EASEMENT
VOL. 737, PG. 268, M.C.D.R.

S 32°04'37" W
605.40'



100' 0 100'
SCALE : 1" = 100'

LCA
Personal Service, Today and Tomorrow

ENVIRONMENTAL - CIVIL ENGINEERING - LAND SURVEYING
Phone # (415) 313-5000 Email: lca@lca.com PLS-0123
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BGO
architects
4202 Bellway
Addison, TX 75001
214.520.8878
bgoarchitects.com

DATE
08-21-13

PROJECT
12188

SHEET NUMBER

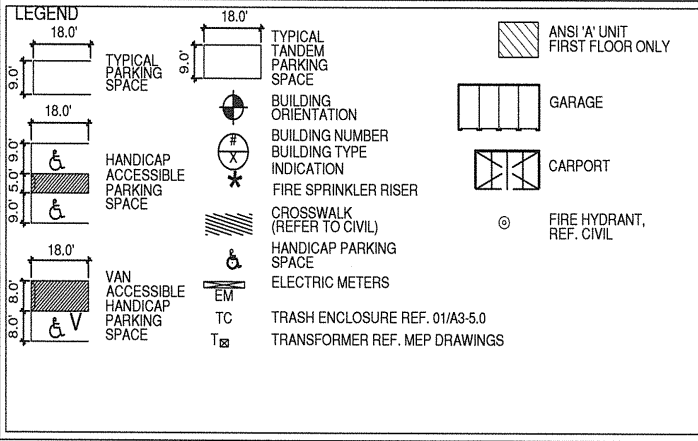
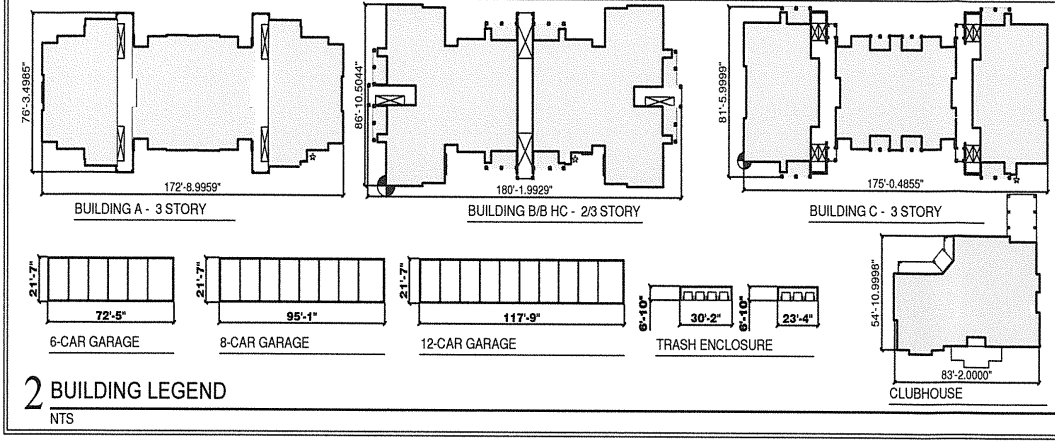
C-1
SITE PLAN

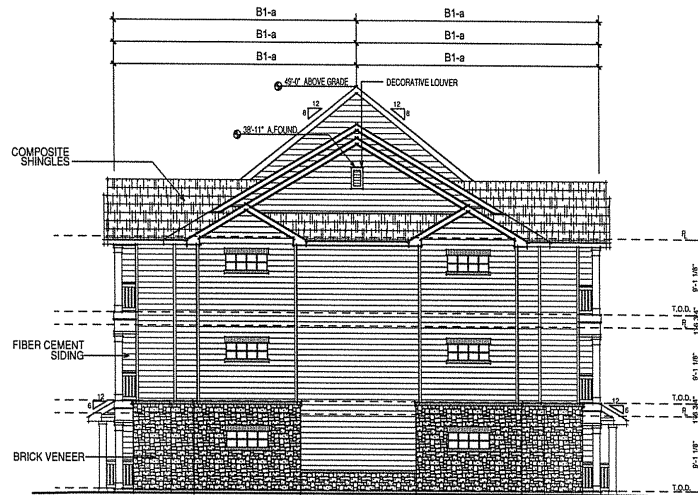
CHAMPION HOMES AT TAHOE LAKES

Luxury Apartments in Midland, Texas for
Odyssey Residential Holdings, LP and HSI, Incorporated

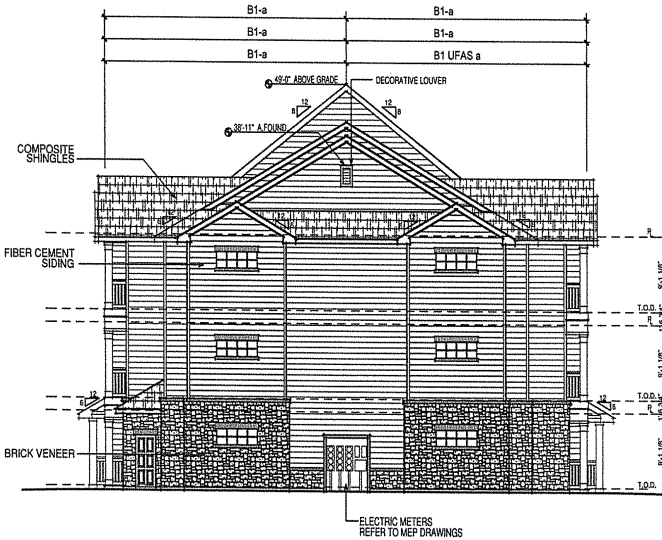
REVIEW PRINTS NOT TO
BE USED FOR PERMIT,
APPROVAL, OR
CONSTRUCTION

REVISIONS





2 BUILDING 'A' SIDE ELEVATION
SCALE 1/8"=1'-0"



3 BUILDING 'A' SIDE ELEVATION
SCALE 1/8"=1'-0"



1 BUILDING 'A' FRONT ELEVATION (SIM COND. FOR BACK ELEV.)
SCALE 1/8"=1'-0"

REVISIONS

CHAMPION HOMES AT TAHOE LAKES
Luxury Apartments in Midland, Texas for
Odyssey Residential Holdings, LP and HSI, Incorporated

REVIEW PRINTS NOT TO
BE USED FOR RE-CONSTRUCTION

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architects

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Addicks, TX 75001
214.520.8878
bgoarchitects.com

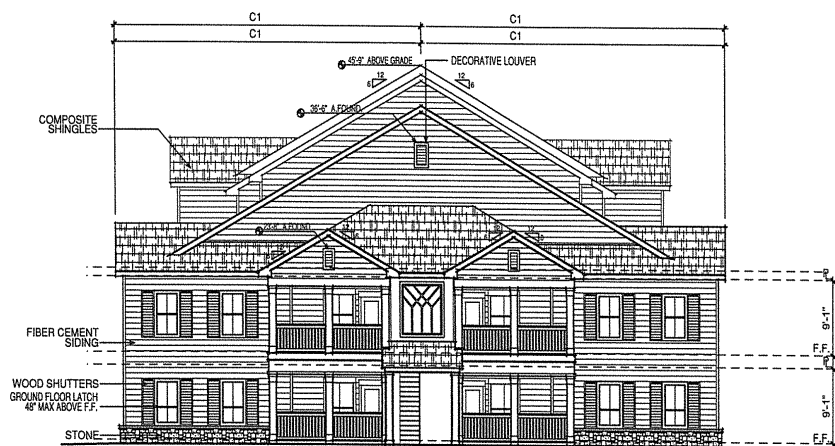
DATE
04-19-13

PROJECT
12188

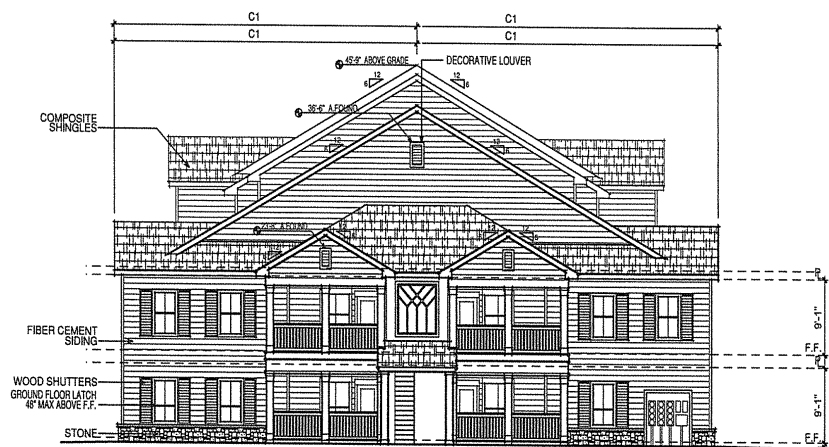
SHEET NUMBER

A-1

BUILDING 'A'
ELEVATIONS



3 BUILDING 'B' END ELEVATION



2 BUILDING 'B' END ELEVATION



1 BUILDING 'B' ELEVATION

CHAMPION HOMES AT TAHOE LAKES

REVIEW PRINTS NOT TO
BE USED FOR REGULATORY
APPROVAL PERMIT OR
CONSTRUCTION



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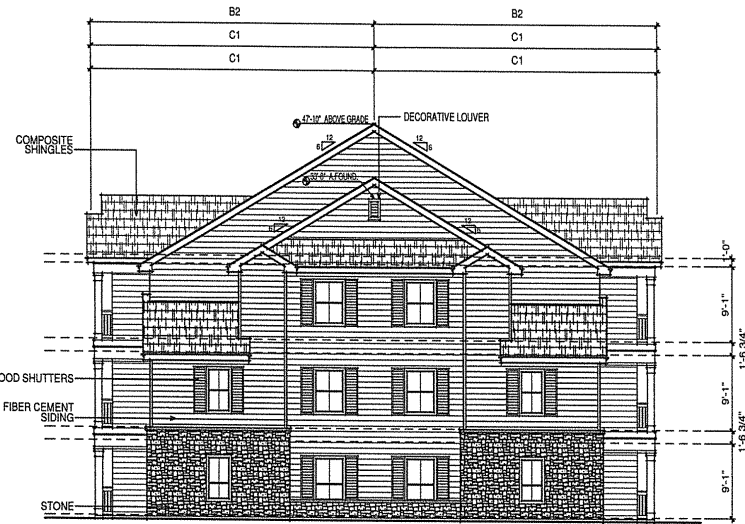
DATE
04-19-13

PROJECT
12188

SHEET NUMBER

A-2

NOVEMBER 2006



2 BUILDING 'C' END ELEVATION (SIM COND. FOR OPP. END ELEV.)
SCALE 1/8"=1'-0"



1 BUILDING 'C' FRONT ELEVATION (SIM COND. FOR BACK ELEV.)
SCALE 1/8"=1'-0"

REVISIONS

CHAMPION HOMES AT TAHOE LAKES
Luxury Apartments in Midland, Texas for
Odyssey Residential Holdings, LP and HSI, Incorporated

REVIEW PRINTS NOT TO BE USED FOR CONSTRUCTION

BGO architects

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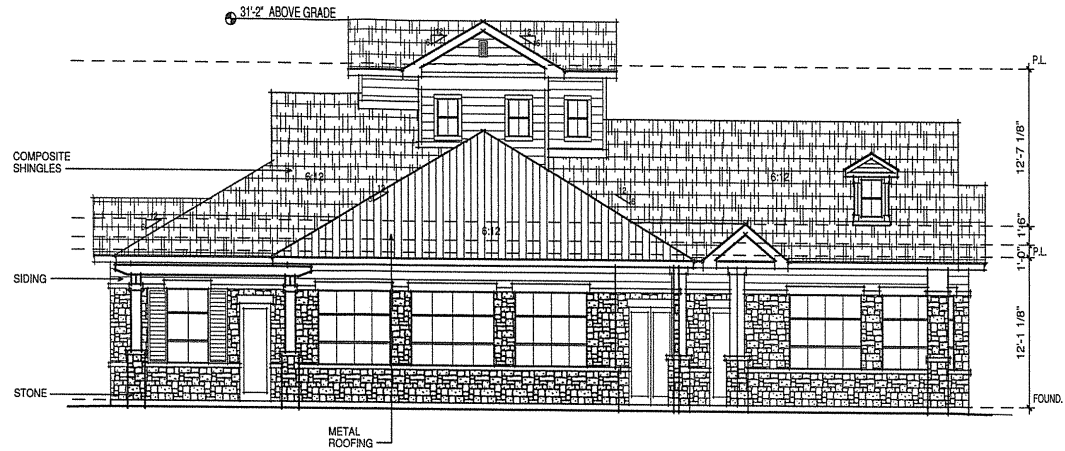
DATE
04-19-13

PROJECT
12188

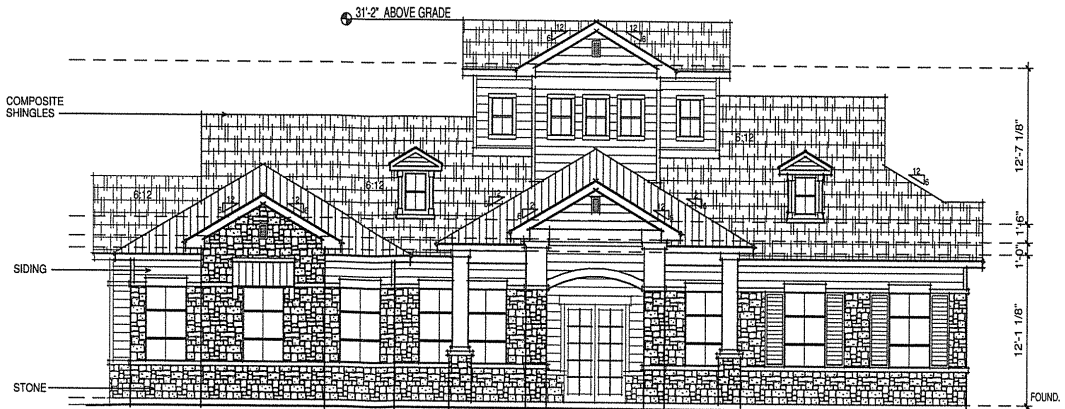
SHEET NUMBER

A-3
BUILDING 'C'
ELEVATIONS

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2 BACK ELEVATION
SCALE 3/16"=1'-0"



1 FRONT ELEVATION
SCALE 3/16"=1'-0"

REVISIONS

CHAMPION HOMES AT TAHOE LAKES
Luxury Apartments in Midland, Texas for
Odyssey Residential Holdings, LP and HSI, Incorporated

REVIEW PRINTS NOT TO
BE USED FOR PERMITTING
OR CONSTRUCTION

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Addison, TX 75001
974.520.8878
bgoarchitects.com

DATE
06-28-13

PROJECT
12188

SHEET NUMBER

A-4

CLUB ELEVATIONS

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ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

FIRM # 001363

**521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 or 580-8812 • FAX (432) 332-8812**

Legal Description
For a 10.79 Acre Tract of Land Located in
Section 1, Block 39, T-2-S, T&P RR Company Survey,
Midland County, Texas

Boundary Being More Fully Described By Metes and Bounds As Follows:

BEGINNING at (Y=10,688,001.62' and X=1,761,996.58') the southwest corner of this tract a west line of that certain 101.30 acre tract recorded in Volume 3111, Page 857, Midland County Deed Records;

THENCE North 14°20'17" West, a distance of 60.0 feet to an ell corner of this tract;

THENCE South 75°39'43" West, a distance of 20.0 feet to an ell corner of this tract;

THENCE North 14°20'17" West, a distance of 469.98 feet to a cutback corner of this tract;

THENCE North 30°40'47" East, a distance of 14.14 feet to the cutback corner in the south right-of-way of Latta Street;

THENCE North 75°41'51" East with the south right of way line of said Latta Street, a distance of 829.12 feet to a ½" iron rod with plastic cap marked "LCA ODESSA TX" set for a point of curvature in the south right of way line of said Latta Street, being a point of curvature in the north line of this tract;

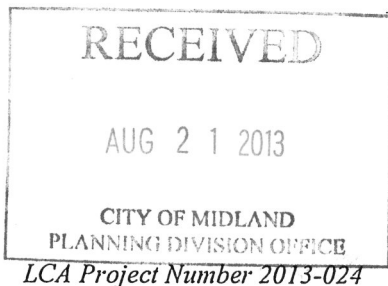
THENCE along a curve to the left in a northeasterly direction with the south right of way line of said Latta Street, said curve having a radius length of 330.00 feet, an arc length of 132.63 feet, a delta angle of 23°01'37" and a chord length of 131.74 feet bearing North 64°11'02" East to a ½" iron rod with plastic cap marked "LCA ODESSA TX" set for the northeast corner of this tract;

THENCE South 42°34'20" East through said 101.30 acre tract, a distance of 168.30 feet to a ½" iron rod with plastic cap marked "LCA ODESSA TX" set for the southeast corner of this tract;

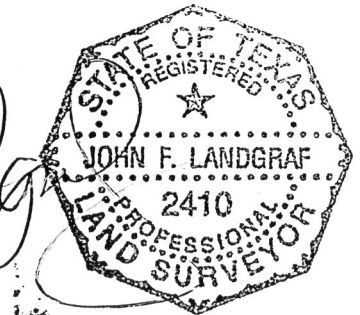
THENCE South 32°04'31" West through said 101.30 acre tract, a distance of 605.40 feet to a ½" iron rod with plastic cap marked "LCA ODESSA TX" set for a point of deflection in the south line of this tract;

THENCE South 75°39'43" West through said 101.30 acre tract, a distance of 589.32 feet to the Point of Beginning containing 10.79 surface acres of land. Bearings are relative to the Texas Coordinate System, 1983 NAD, Central Zone.

This document was prepared under 22 TAC 663.21, and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



LCA, Inc.
John F. Landgraf
John F. Landgraf, RPLS 2410
21 August, 2013



CASE NO. 2-13-038

PLANNING AND ZONING COMMISSION

September 3, 2013

CASE: Z-13-038.

REQUEST: Hold a public hearing and consider a request for a Site Plan Review for an MF-1, Multiple-Family Dwelling District.

APPLICANT: Sonoma Housing Advisors, LLC.

OWNER: Davidheiser Family Trust.

REPRESENTATIVE: LCA.

LEGAL DESCRIPTION: A 10.79-acre tract of land out of Section 1, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas.

LOCATION: Generally located on the east side of S. Lamesa Road, approximately 1,000 feet north of E. Interstate Hwy 20.

CURRENT ZONING: MF-1, Multiple-Family Dwelling District.

DETAILS OF REQUEST:

1. This property is presently zoned MF-1, Multiple-Family Dwelling District, and the applicant is seeking site plan approval for the development of an apartment complex. This proposed project is approximately a 10-acre site located within a 23-acre MF-1, Multiple-Family Dwelling District.

SURROUNDING ZONING AND LAND USE:

2. The property is located south of Latta Street and just east of Lamesa Road. Immediately to the north of this property is a medium sized MF-1, Multiple-Family Dwelling District with an existing apartment complex, and to the south of this property is a medium sized MH, Manufactured Home Dwelling District. West of this property is a large LR-2, Local Retail District. Most of the surrounding properties are currently vacant and unplatted.

ANALYSIS:

3. Apartments are a permitted use in the MF-1, Multiple-Family Dwelling District with a density of 16.0 units/acre. The applicant has provided a site plan that includes a total of 156 proposed units over 10.79-acres. This yields a density of 16.0 units an acre and adheres to the zoning density requirement. The surrounding zoning and land uses would provide minimal conflict for this proposed project.

SITE PLAN:

4. Exhibit A is a plan view of the apartment complex. Access to this property will be from Albert Avenue and Latta Street. Tenant buildings are set back approximately 75 feet along Latta Street, approximately 25 feet along Wayside Drive, and approximately 75 feet along the southern property boundary. All tenant buildings will be three story buildings with a maximum building height of 50 feet.
5. Exhibit B, C, D represent the elevation views of the proposed tenant buildings labeled A, B, and C. The exterior of these buildings is shown as stone masonry, hardiplank siding, and composite shingle roofing. Exhibit E is an elevation view of the club house, which is also composed of stone masonry, hardiplank siding, and composite shingles.

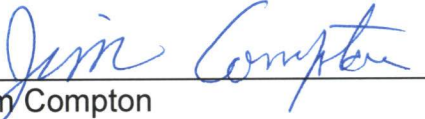
PARKING:

6. The site plan is providing for 184 open parking spaces, 48 garage spaces, and 84 carport spaces for a total of 316 spaces. The zoning regulations call for two spaces per dwelling unit which meets the City's requirements.

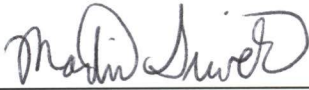
STAFF RECOMMENDATION:

Staff recommends approval of the proposed site plan subject to the following conditions.

- A. That the proposed development shall significant conform to the attached site plan Exhibit A.
- B. That the proposed development shall significantly conform to Exhibits B, C, D, and E.



Jim Compton
Acting Planning Division Manager
Department of Development Services



Martin Siwek, City Planner
Department of Development Services

Attachments:

Application

Maps

Exhibits A, B, C, D, and E.

Case Number: 2-13-038

**CITY OF MIDLAND
PLANNING DIVISION
APPLICATION FOR SITE PLAN REVIEW**

Applicant:

Name: Sonoma Housing Advisors, LLC

Address: 5430 LBJ Freeway, Ste. 1200 – Dallas, Tx Zip Code: 75240

Phone Number(s): 972-663-9368 Fax: 972-663-9301

Property Owner:

Name: Davidheiser Family Trust

Address: 1222 Calle Las Casas, Thousand Oaks, CA Zip Code: 91360

Phone Number(s): _____ Fax: _____

Legal Description of Property: (Complete Lot and Block or metes and bounds description)
Lot 1, Block 1, Tahoe Lakes Addition

Staff only: This request qualifies for ☐ Planned District Process ☐ Administrative Review

Panned District Site Plan Review

Items Required from Applicant:

\$300.00 application fee

Received date: _____

16 copies of the site plan

Received date: _____

Site Plan on a CD in .pdf and .jpg format

Received date: _____

Ordinance number and date approved: _____

Administrative Site Plan Review

Items required from Applicant:

\$200.00 application fee

Received date: _____

5 copies of the site plan

Received date: _____

Date approved: _____ By: _____

Property Owner:

Date: _____

By: (Representative)

J. M. Tuecke

Date: 28 June 2013

(If Representative signs for the Property Owner, then signature must be notarized below)

State of Texas §

County of Midland §

Before me, the undersigned authority, on this day personally appeared Joe M. Tucker who, being by me duly sworn, upon oath says: That he is authorized by Davidheiser Family Trust, the owner of the above described property, to fully represent him in this application and that he has the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

J. M. Tuecke

(Signature of Affiant)

Subscribed and sworn to before me, by the said Joe M. Tucker, this 28 day of June, 2013, to certify which witness my hand and seal of office.



Shani Dawson

Notary Public, Midland County, Texas

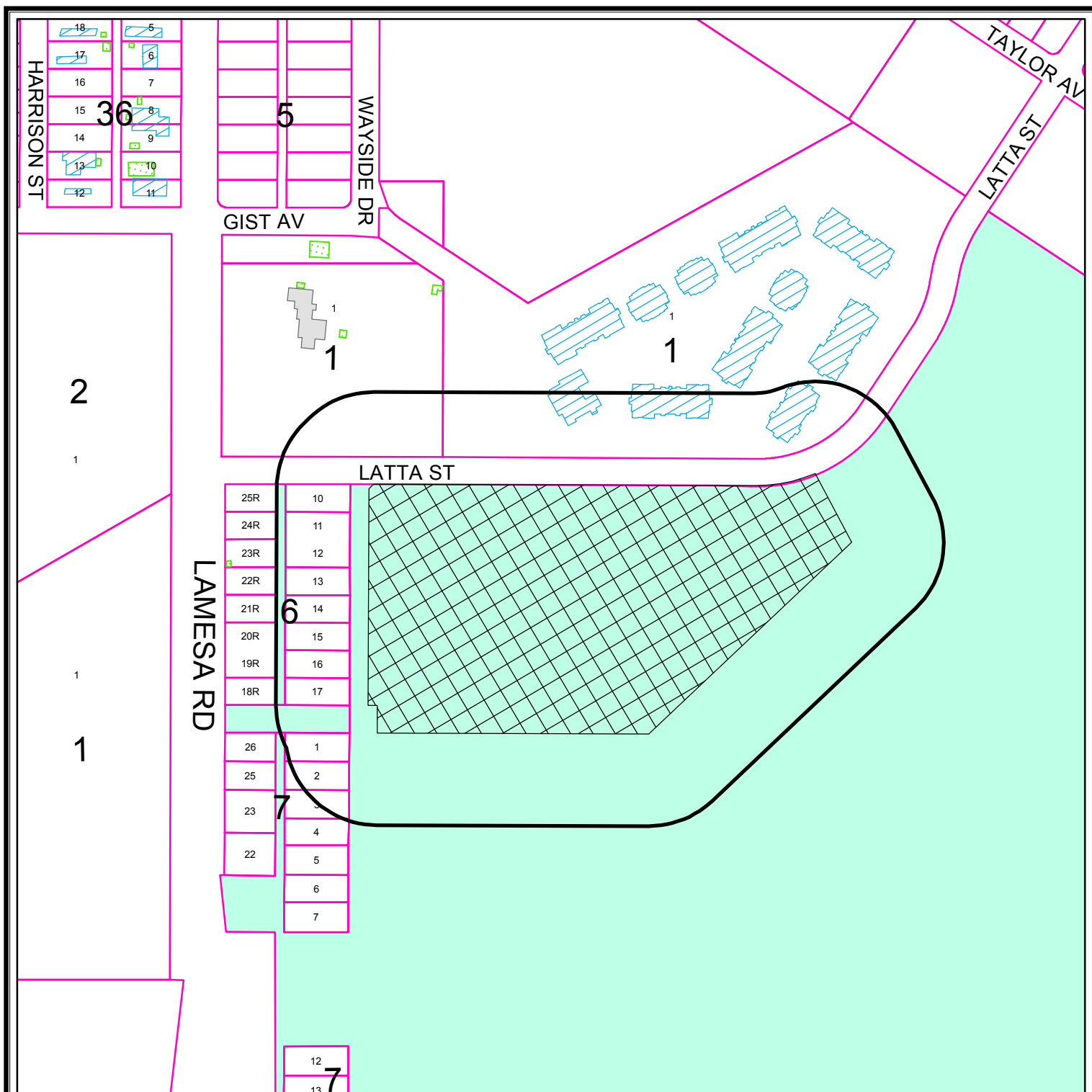
FOR OFFICE USE ONLY

Rec'd BY: RS DATE: 8/20

ASSIGNED: MS

FOR: PtZ ON: 9/3/13

***Application will not be scheduled for hearing until reviewed by a planner.**



PROPERTY OWNER NOTIFICATION MAP

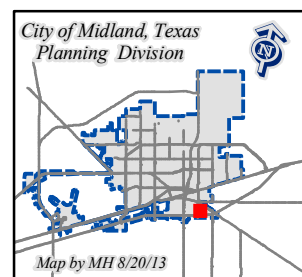
Z - 13 - 038

Scale: 1" = 300'

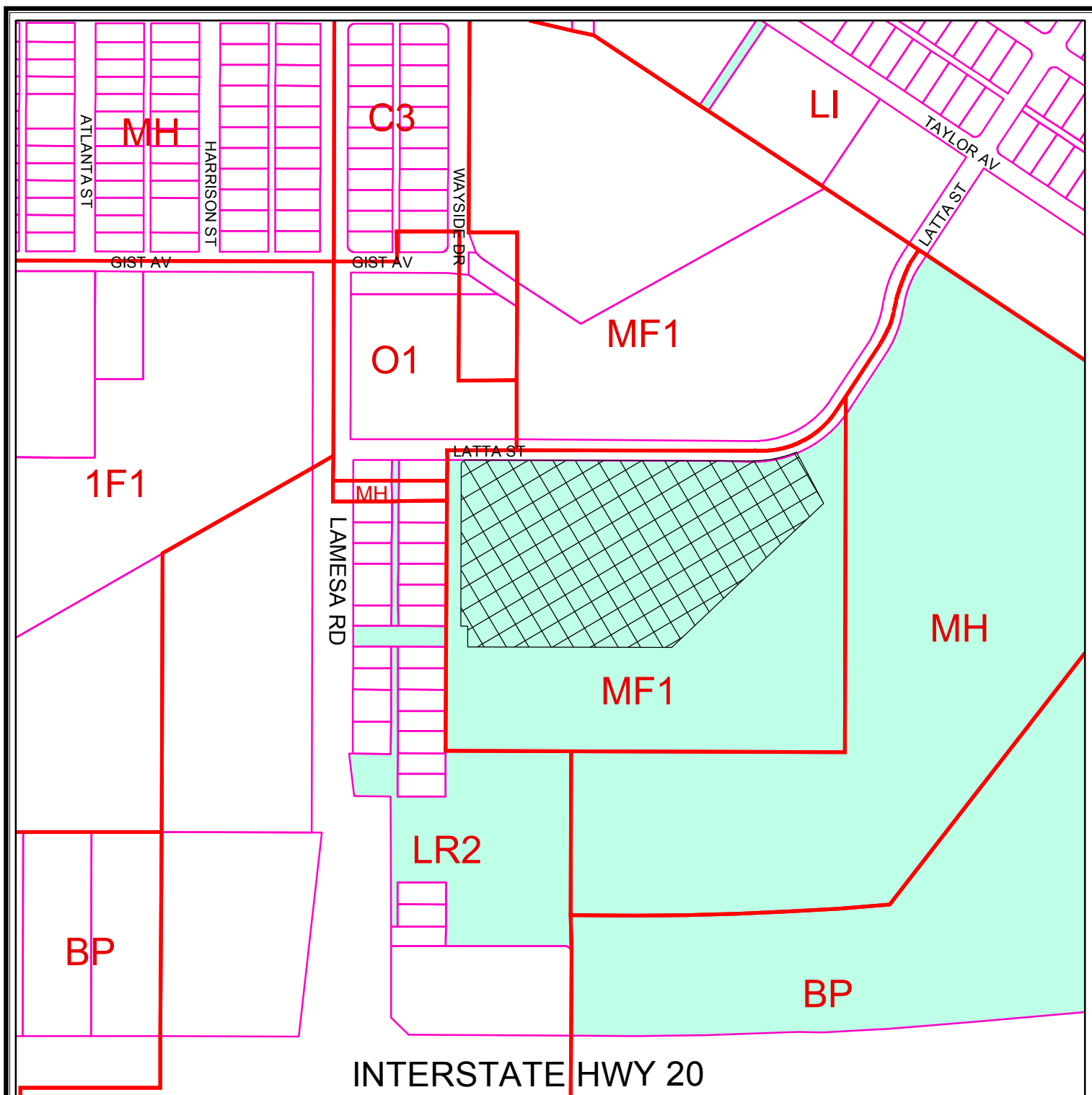
Consider a request for a Site Plan Review on a 10.79-acre tract of land out of Section 1, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 13 - 038

Scale: 1" = 400'

Consider a request for a Site Plan Review on a 10.79-acre tract of land out of Section 1, Block 39, T-2-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	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by D. R. Horton to vacate certain drainage easements, being a 2.34-acre tract and a 6.32-acre tract within the rights-of-way of San Francisco Avenue, Rodeo Street, Magellan Street and Mockingbird Lane (Generally located on the east side of State Hwy 349, north of the eastward extension of Mockingbird Lane, District 1)

Purpose:

Consider an ordinance on second reading on a request by D. R. Horton to vacate certain drainage easements, being a 2.34-acre tract and a 6.32-acre tract within the rights-of-way of San Francisco Avenue, Rodeo Street, Magellan Street and Mockingbird Lane

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

D. R. Horton desires to develop the vacant land occupied by Sections 1, 3, 4 and 5 of Adobe Meadows. These drainage easements were dedicated by separate instrument prior to plat approval, and they align with the right-of-way of three streets dedicated by these plats. The replat will relocate two of these three streets, and the dedication of the Mockingbird Lane right-of-way carries more weight than the drainage easement. The staff stated that second reading of this ordinance should be delayed until a final plat application, dedicating compensating rights-of-way, was submitted. We have now received that final plat application, and it is now appropriate to consider this ordinance on second and final reading.

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 2.40-ACRE DRAINAGE EASEMENT AND A 6.32-ACRE DRAINAGE EASEMENT WITHIN THE SAN FRANCISCO AVENUE, RODEO STREET, MAGELLAN STREET AND MOCKINGBIRD LANE RIGHTS-OF-WAY, ALL OUT OF ADOBE MEADOWS, SECTIONS 3 AND 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF THE EAST EXTENSION OF MOCKINGBIRD LANE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$29,589.00; WAIVING THE FEE FOR THE COST OF THE DRAINAGE EASEMENTS; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 2.40-acre drainage easement and a 6.32-acre drainage easement within San Francisco Avenue, Rodeo Street, Magellan Street and Mockingbird Lane rights-of-way, all out of Adobe Meadows, Sections 3 and 5, City and County of Midland, Texas, are no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating said drainage easements has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in said drainage easements at \$29,589.00, as shown in Exhibit "C" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to waive the fee for the cost of said drainage easements in exchange for the abutting property owner's dedication of right-of-way of equal value to the City through the plat of Adobe Meadows, Section 6; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate said drainage easements described herein;

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

SECTION ONE. That the 2.40-acre drainage easement and the 6.32-acre drainage easement within San Francisco Avenue, Rodeo Street, Magellan Street and Mockingbird Lane rights-of-way, all out of Adobe Meadows, Sections 3 and 5, City and County of Midland, Texas, as described in Exhibits “A” and “B” attached hereto and made a part hereof for all legal purposes, are hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby only abandoning the public interest in said property and this ordinance in no way affects any private easement or access easement which abutting property owners may have in said drainage easements.

SECTION TWO. That the fee for the cost of said drainage easements vacated and abandoned herein to the adjoining property owner is hereby waived in exchange for the abutting property owner’s dedication of right-of-way of equal value to the City through the plat of Adobe Meadows, Section 6.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the ____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS ____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

18077

DRAINAGE EASEMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS:

THAT RAMCON CORPORATION, for and in consideration of the enhancement in value of their remaining abutting property, does hereby give and grant to The City of Midland, Midland County, Texas, a drainage easement on a 2.40 acre tract of land in Section 12, Block "X", H. P. Hilliard Survey, Midland County, Texas, being further described as follows:

BEGINNING at a point in the eastern boundary of proposed Rodeo Drive, in Section 12, Block "X", H. P. Hilliard Survey, Midland County, Texas, for the southwest corner this tract, from which point the southwest corner of said Section 12 bears S15°06'20"E, 535.56 feet and S74°53'40"W, 1538.00 feet;

THENCE N15°06'20"W, 60.00 feet to a point in the eastern boundary of said proposed Rodeo Drive, for the northwest corner this tract;

THENCE N74°51'04"E, along the northern boundary of proposed San Francisco Avenue, 879.96 feet to a point of curvature this tract;

THENCE along the curved boundary to the left, Delta Angle = 20°04'47", Radius = 534.71 feet, Tangent Length = 94.67 feet, and an Arc Length of 187.39 feet, to a point of tangency this tract;

THENCE N54°46'17"E, 130.19 feet to a point of curvature this tract;

THENCE along the curved boundary to the right, Delta Angle = 20°04'47", Radius = 594.83 feet, Tangent Length = 105.31 feet, and an Arc Length of 208.46 feet, to a point of tangency this tract;

THENCE N74°51'04"E, 255.00 feet to a point for the northeast corner this tract;

THENCE S15°08'56"E, at 60.00 feet pass the southern boundary of proposed San Francisco Avenue, in all, 160.16 feet to a point for the southeast corner this tract;

THENCE S74°53'40"W, 50.00 feet to a point for an exterior corner this tract;

THENCE N15°08'56"W, 100.12 feet to a point in the southern boundary of proposed San Francisco Avenue, for an interior corner this tract;

THENCE S74°51'04"W, along the southern boundary of proposed San Francisco Avenue, 205.00 feet to a point of curvature this tract;

THENCE along the curved boundary to the left, Delta Angle = 20°04'47", Radius = 534.83 feet, Tangent Length = 94.69 feet, and an Arc Length of 187.44 feet to a point of tangency this tract;

THENCE S54°46'17"W, 130.19 feet to a point of curvature this tract;

THENCE along the curved boundary to the right, Delta Angle = $20^{\circ}04'47''$, Radius = 594.71 feet, tangent length = 105.31 feet, and an Arc length of 208.42 feet, to a point of tangency this tract;

THENCE $S74^{\circ}51'04''W$, 880.00 feet to the place of beginning and containing 2.40 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances thereto in anywise belonging unto the said public generally for the purposes hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this 25th DAY OF AUGUST, A.D., 1983.

RAMCON CORPORATION

BY: Paul Rochester
TITLE: Off

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Paul Rochester, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Ramcon Corporation, a Texas Corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of August, A.D., 1983.

Kim Marie Buchanan
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
(Kim Marie Buchanan)

APPROVED AS TO FORM:

Joe Neussre
Joe Neussre, City Attorney



RECEIVED

SEP 10 2013

CITY OF MIDLAND
PLANNING DEPARTMENT

Page 2 of 2

CASE NO: V-13-015

Filed for Record on the 6 day of September, A.D. 1983, at 4:25 o'clock P.M.
Duly Recorded this the 7 day of September, A.D. 1983, at 4:25 o'clock P.M.

INSTRUMENT NO. 18077

ROSENELLE CHERRY, COUNTY CLERK
MIDLAND COUNTY, TEXAS

By Deputy, Deputy

18078

DRAINAGE EASEMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS:

THAT RAMCON CORPORATION, for and in consideration of the enhancement in value of their abutting property, does hereby give and grant to The City of Midland, Midland County, Texas, a drainage easement on a 6.32 acre tract of land in Section 12, Block "X", H. P. Hilliard Survey, Midland County, Texas, being further described as follows:

BEGINNING at a point for the southeast corner this tract, said point being the southeast corner of Section 12, Block "X", H. P. Hilliard Survey, Midland County, Texas;

THENCE S74°53'40"W, along the south line of said Section 12, said line being the centerline of proposed Mockingbird Lane, 3927.20 feet to a point for the southwest corner this tract;

THENCE N15°06'20"W, 50.00 feet to a point in the northern boundary of proposed Mockingbird Lane, for the most westerly northwest corner this tract;

THENCE N74°53'40"E, along the northern boundary of proposed Mockingbird Lane, 110.00 feet to a point in the western boundary of proposed Rodeo Drive, for an interior corner this tract;

THENCE N15°06'20"W, along the western boundary of proposed Rodeo Drive, 655.52 feet to a point for the most northerly northwest corner this tract;

THENCE N74°53'40"E, 60.00 feet to a point in the eastern boundary of proposed Rodeo Drive, for an exterior corner this tract;

THENCE S15°06'20"E, along the eastern boundary of proposed Rodeo Drive, 655.52 feet to a point in the northern boundary of proposed Mockingbird Lane, for an interior corner this tract;

THENCE N74°53'40"E, along the northern boundary of proposed Mockingbird Lane, 530.00 feet to a point in the western boundary of proposed Magellan Drive, for an interior corner this tract;

THENCE N15°06'20"W, along the western boundary of proposed Magellan Drive, 545.96 feet to a point of curvature this tract;

THENCE along the curved boundary to the left, Delta Angle = 22°28'23", Radius = 287.77 feet, Tangent Length = 57.17 feet, and an Arc Length of 112.87 feet, to a point on the curve this tract;

THENCE N74°51'04"E, 64.00 feet to a point in the eastern boundary of proposed Magellan Drive, for the most northerly northeast corner this tract;

THENCE along the curved boundary to the right, Delta Angle = 18°26'22", Radius = 347.77 feet, Tangent Length = 56.45 feet, and an Arc Length of 111.92 feet, to a point of tangency this tract;

THENCE S15°06'20"E, along the eastern boundary of proposed Magellan Drive, 546.01 feet to a point in the northern boundary of proposed Mockingbird Lane, for an interior corner this tract;

THENCE N74°53'40"E, along the northern boundary of proposed Mockingbird Lane, 3167.06 feet to a point in the eastern line of said Section 12, for the most easterly northeast corner this tract;

THENCE S15°16'00"E, along the eastern line of said Section 12, 50.00 feet to the place of beginning and containing 6.32 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances thereto in anywise belonging unto the said public generally for the purposes hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this 27th DAY OF July, A.D., 1983.

RAMCON CORPORATION

BY: [Signature]
Paul Rochester
TITLE: Vice President

THE STATE OF TEXAS §
ECTOR
COUNTY OF ~~XANDER~~ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Paul Rochester, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Ramcon Corporation, a Texas Corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

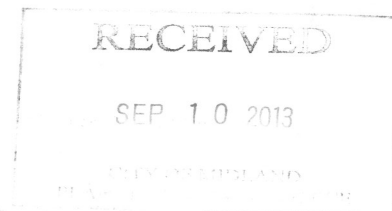
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of July, A.D., 1983.



[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
(Mary Jo Clark)

APPROVED AS TO FORM:

[Signature]
JOE NEUSSE, CLAY ATTORNEY



Page 2 of 2

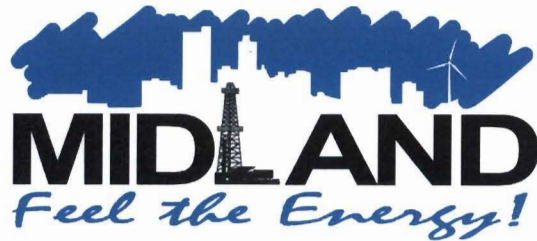
CASE NO. V-13-015

Filed for Record on the 6 day of September, A.D. 1983, at 4:20 o'clock P.M.
Duly Recorded this the 7 day of September, A.D. 1983, at 4:40 o'clock A.M.

ROSENELLE CHERRY, COUNTY CLERK
MIDLAND COUNTY, TEXAS

By [Signature], Deputy

INSTRUMENT NO. 18078



Office of the City Manager

September 16, 2013

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 2.40-acre drainage easement and a 6.32-acre drainage easement within San Francisco Avenue, Rodeo Street, Magellan Street and Mockingbird Lane rights-of-way, all out of Adobe Meadows, Sections 3 and 5, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$29,589.00.

Very truly yours,

Courtney Sharp
City Manager

Exhibit "C"

L:\Ordinances\Planning\Vacate & Abandon\2013\Adobe Meadows, Sec 3 & 5 - Appraisal Letter.wpd

CITY OF MIDLAND
Planning Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I. Application is hereby made to the City Council to vacate the following public right-of-way or easement:
See attached legal descriptions.
- II. Reason for Request: The area in question is being asked for vacation so that the street alignments can be altered from the previously platted versions.
- III. Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
This request will not affect the public health, safety, and welfare of the area as the land is not currently developed. Also, the vacation is being requested to reorient previously dedicated rights-of-way.

IV. REQUIRED ITEMS:

1. Applicant(s) Information:

Name: D.R. Horton - Texas, Ltd.

Address: 6751 N. Freeway

Phone: (817) 230-0800

Street
Forth Worth
City

TX
State

76131
Zip Code

2. Sealed metes and bounds description of property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal-and deed information for adjacent property owners.

3. Application Fee: **\$300.00**

Required items attached? Date Received: 1. _____ 2. _____ 3. _____

The City of Midland will take no action on this request, until items 1-3 are received.

- V. Clearance is needed from the following utility companies: City of Midland / Atmos Energy
Caprock Energy / Oncor Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

VI. Policies:

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signature of applicant: 

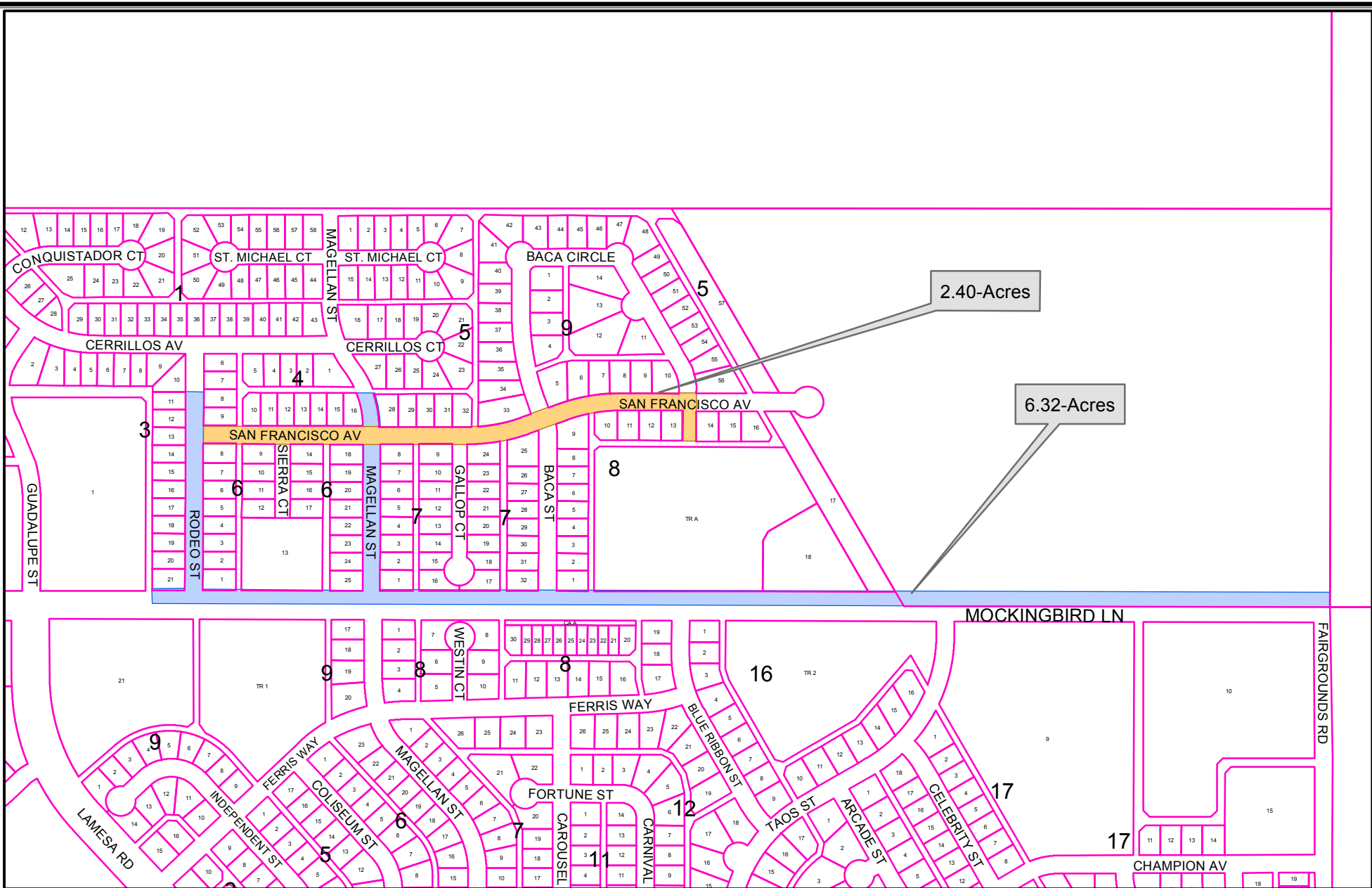
Date: 7/25/13

Signature of Other Affected Property Owners: 

Date: 8-14-13

****Application will not be considered for scheduling until all required items are reviewed by City Staff.****

FOR OFFICE USE ONLY	
Rec'd. By: <u>MS</u>	Date: <u>8/15/13</u>
Assigned: <u>MS</u>	
For: <u>CC</u>	On: <u>9/24/13</u>



2.40-Acres

6.32-Acres

V - 13 - 015

Scale: 1" = 450'

Consider a request for the vacation of drainage easements being a 2.40-acre tract and a 6.32-acre tract of land located within the dedicated rights-of-way of San Francisco Avenue, Rodeo Street, Magellan Street and Mockingbird Lane, all contained within Adobe Meadows, Sections 3 and 5, City and County of Midland, Texas.

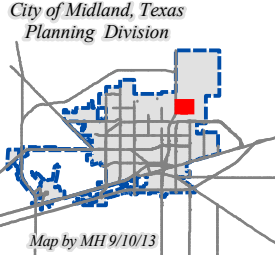
LOCATION MAP

LEGEND

- CITY LIMITS
- PARCEL
- VACATION BOUNDARY 2.40-ACRES
- VACATION BOUNDARY 6.32-ACRES



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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 USES BY THE CITY OF MIDLAND. THIS DATA IS NOT GUARANTEED BY THE CITY OF MIDLAND. TOOL IN THE MAPPING, CITIES, OR OTHER DATA BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.





City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Hold a public hearing at 10:30 a.m. and consider an ordinance on a City-Initiated proposal for a zone change from MH, Manufactured Home District and 1F-3, One-Family Dwelling District to PD, Planned District for a Housing Development on Lot 1A, Block 5, and Lots 2A – 5A, & 7A, Block 4, Bizzell-Kiser, Section 5; Lot 6B, Block 4, Bizzell-Kiser, Section 6; a 0.45-acre portion of Tract 4, Bizzell-Kiser; Lots 10A - 16A, Block 7, Bizzell-Kiser, Section 5; a 0.145-acre portion of Tract 7, Bizzell-Kiser; all of Block 3, Bizzell-Kiser, Sections 4 & 5; Lots 1A, 10A - 12A, Block 4, Bizzell-Kiser, Section 5; Lots 8B & 9B, Block 4, Bizzell-Kiser, Section 6; Lot 2A, Block 5, Bizzell-Kiser, Section 5; Lots 1A - 3A, 5A - 9A, 12A - 22A, Block 6, Bizzell-Kiser, Section 5; Lots 10A & 11A, Block 6, Bizzell-Kiser, Section 4; a 0.166-acre portion of Tract 6, Bizzell-Kiser; Lots 1A & 2A, Block 7, Bizzell-Kiser, Section 4; Lots 3A - 9A, Block 7, Bizzell-Kiser, Section 5; 0.656-acre portions of Tract 7, Bizzell-Kiser; Lots 1A - 4A, Block 9, Bizzell-Kiser, Section 4; a 0.45-acre portion of Tract 9, Bizzell-Kiser; all of Block 10, Bizzell-Kiser, Section 4; Lots 1A - 7A, Block 11, Bizzell-Kiser, Section 4; Lot 8A, Block 11, Bizzell-Kiser, Section 5; a 0.87-acre portion of Tract 11, Bizzell-Kiser; all of Block 12, Bizzell-Kiser, Section 4; Lots 1A - 21A, Block 13, Bizzell-Kiser, Section 7; Lots 22B & 23B, Block 13, Bizzell-Kiser, Section 8; Lots 1A - 18A, Block 14, Bizzell-Kiser, Section 4; a 0.18-acre portion of Tract 14, Bizzell-Kiser; and Blocks 45 & 46, Belmont Addition; and all adjacent and previously vacated rights-of-way, City and County of Midland, Texas (Generally located between Baird and Terrell Streets, and Gist and Longview Avenues, District 2)

Purpose:

Hold a public hearing at 10:30 a.m. and consider an ordinance on a City-Initiated proposal for a zone change from MH, Manufactured Home District and 1F-3, One-Family Dwelling District to PD, Planned District for a Housing Development on Lot 1A, Block 5, and Lots

2A – 5A, & 7A, Block 4, Bizzell- Kiser, Section 5; Lot 6B, Block 4, Bizzell-Kiser, Section 6; a 0.45-acre portion of Tract 4, Bizzell-Kiser; Lots 10A - 16A, Block 7, Bizzell-Kiser, Section 5; a 0.145-acre portion of Tract 7, Bizzell-Kiser; all of Block 3, Bizzell-Kiser, Sections 4 & 5; Lots 1A, 10A - 12A, Block 4, Bizzell-Kiser, Section 5; Lots 8B & 9B, Block 4, Bizzell-Kiser, Section 6; Lot 2A, Block 5, Bizzell-Kiser, Section 5; Lots 1A - 3A, 5A - 9A, 12A - 22A, Block 6, Bizzell-Kiser, Section 5; Lots 10A & 11A, Block 6, Bizzell-Kiser, Section 4; a 0.166-acre portion of Tract 6, Bizzell-Kiser; Lots 1A & 2A, Block 7, Bizzell-Kiser, Section 4; Lots 3A - 9A, Block 7, Bizzell-Kiser, Section 5; 0.656-acre portions of Tract 7, Bizzell-Kiser; Lots 1A - 4A, Block 9, Bizzell-Kiser, Section 4; a 0.45-acre portion of Tract 9, Bizzell-Kiser; all of Block 10, Bizzell-Kiser, Section 4; Lots 1A - 7A, Block 11, Bizzell-Kiser, Section 4; Lot 8A, Block 11, Bizzell-Kiser, Section 5; a 0.87-acre portion of Tract 11, Bizzell-Kiser; all of Block 12, Bizzell-Kiser, Section 4; Lots 1A - 21A, Block 13, Bizzell-Kiser, Section 7; Lots 22B & 23B, Block 13, Bizzell-Kiser, Section 8; Lots 1A - 18A, Block 14, Bizzell-Kiser, Section 4; a 0.18-acre portion of Tract 14, Bizzell-Kiser; and Blocks 45 & 46, Belmont Addition; and all adjacent and previously vacated rights-of-way, City and County of Midland, Texas

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This proposal affects 58 acres of an 81-acre tract that the City Council annexed in 2009, and is generally known as the “Window Pane” area. This item was presented to the City Council on July 9, 2013, at which time it was denied by a 6-1 vote. Since then, the staff has continued to study this area, and have amended our original recommendation to include five additional conditions intended to give additional assurances of the quality of development envisioned by the proposal.

This neighborhood is clearly in need of improvements. The subject rezoning area contains a wide variety of nuisances and public health hazards; junk vehicles, debris-filled yards, evident overcrowding of housing in portions, and stray animals are commonly seen throughout. Despite the City’s investment in the extension of water and sewer lines, paved roads, and services such as solid waste pickup, code enforcement, police and fire protection, there is little evidence of even minor changes in this area. Absent any long-term plan and prioritization of addressing all of these issues, it will remain a difficult area to attract infill development. Therefore, the Planning Division is acting on a City-Initiated proposal to rezone this area to a PD, Planned District for a Housing Development. The objective is to ease the development standards of the majority of the 1F-3, One-Family Dwelling District, to permit either a single manufactured home or a stick-built home to be constructed on any lot throughout the neighborhood with the provision that the lots are platted to Subdivision Code required sizes, any necessary public improvements are made or deferred, and that the manufactured home meet certain standards as outlined in the requirements recommended for this Planned District for a Housing Development. The

attached ordinance includes additional conditions intended to enhance the development opportunities while giving the City Council oversight on any major changes.

Attachments:

Maps

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1A, BLOCK 5, AND LOTS 2A-5A AND 7A, BLOCK 4, BIZZELL-KISER, SECTION 5, AND LOT 6B, BLOCK 4, BIZZELL-KISER, SECTION 6, AND A 0.45-ACRE PORTION OF TRACT 4, BIZZELL-KISER, AND LOTS 10A-16A, BLOCK 7, BIZZELL-KISER, SECTION 5, AND A 0.145-ACRE PORTION OF TRACT 7, BIZZELL-KISER, AND ALL OF BLOCK 3, BIZZELL-KISER, SECTIONS 4 AND 5, AND LOTS 1A, 10A-12A, BLOCK 4, BIZZELL-KISER, SECTION 5, AND LOTS 8B AND 9B, BLOCK 4, BIZZELL-KISER, SECTION 6, AND LOT 2A, BLOCK 5, BIZZELL-KISER, SECTION 5, AND LOTS 1A-3A, 5A-9A, 12A-22A, BLOCK 6, BIZZELL-KISER, SECTION 5, AND LOTS 10A AND 11A, BLOCK 6, BIZZELL-KISER, SECTION 4, AND A 0.166-ACRE PORTION OF TRACT 6, BIZZELL-KISER, AND LOTS 1A AND 2A, BLOCK 7, BIZZELL-KISER, SECTION 4, AND LOTS 3A-9A, BLOCK 7, BIZZELL-KISER, SECTION 5, AND A 0.656-ACRE PORTION OF TRACT 7, BIZZELL-KISER, AND LOTS 1A-4A, BLOCK 9, BIZZELL-KISER, SECTION 4, AND A 0.45-ACRE PORTION OF TRACT 9, BIZZELL-KISER, AND ALL OF BLOCK 10, BIZZELL-KISER, SECTION 4, AND LOTS 1A-7A, BLOCK 11, BIZZELL-KISER, SECTION 4, AND LOT 8A, BLOCK 11, BIZZELL-KISER, SECTION 5, AND A 0.87-ACRE PORTION OF TRACT 11, BIZZELL-KISER, AND ALL OF BLOCK 12, BIZZELL-KISER, SECTION 4, AND LOTS 1A-21A, BLOCK 13, BIZZELL-KISER, SECTION 7, AND LOTS 22B AND 23B, BLOCK 13, BIZZELL-KISER, SECTION 8, AND LOTS 1A-18A, BLOCK 14, BIZZELL-KISER, SECTION 4, AND A 0.18-ACRE PORTION OF TRACT 14, BIZZELL-KISER, AND BLOCKS 45 AND 46, BELMONT ADDITION, AND ALL ADJACENT AND PREVIOUSLY VACATED RIGHTS-OF-WAY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED MH, MANUFACTURED HOME DWELLING DISTRICT, IN PART, AND 1F-3, ONE-FAMILY DWELLING DISTRICT, IN PART, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED SOUTH OF EAST GIST AVENUE, BETWEEN SOUTH MAIN STREET AND SOUTH TERRELL STREET); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of “Planned Districts” under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development, 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 MH, Manufactured Home Dwelling District, in part, and 1F-3, One-Family Dwelling District, in part, and it shall be used as a PD, Planned District for a Housing Development, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lot 1A, Block 5, and Lots 2A-5A and 7A, Block 4, Bizzell-Kiser, Section 5, and Lot 6B, Block 4, Bizzell-Kiser, Section 6, and a 0.45-acre portion of Tract 4, Bizzell-Kiser, and Lots 10A-16A, Block 7, Bizzell-Kiser, Section 5, and a 0.145-acre portion of Tract 7, Bizzell-Kiser, and all of Block 3, Bizzell-Kiser, Sections 4 and 5, and Lots 1A, 10A-12A, Block 4, Bizzell-Kiser, Section 5, and Lots 8B and 9B, Block 4, Bizzell-Kiser, Section 6, and Lot 2A, Block 5, Bizzell-Kiser, Section 5, and Lots 1A-3A, 5A-9A, 12A-22A, Block 6, Bizzell-Kiser, Section 5, and Lots 10A and 11A, Block 6, Bizzell-Kiser, Section 4, and a 0.166-acre portion of Tract 6, Bizzell-Kiser, and Lots 1A and 2A, Block 7, Bizzell-Kiser, Section 4, and Lots 3A-9A, Block 7, Bizzell-Kiser, Section 5, and a 0.656-acre portion of Tract 7, Bizzell-Kiser, and Lots 1A-4A, Block 9, Bizzell-Kiser, Section 4, and a 0.45-acre portion of Tract 9, Bizzell-Kiser, and all of Block 10, Bizzell-Kiser, Section 4, and Lots 1A-7A, Block 11, Bizzell-Kiser, Section 4, and Lot 8A, Block 11, Bizzell-Kiser, Section 5, and a 0.87-acre portion of Tract 11, Bizzell-Kiser, and all of Block 12, Bizzell-Kiser, Section 4, and Lots 1A-21A, Block 13, Bizzell-Kiser, Section 7, and Lots 22B and 23B, Block 13, Bizzell-Kiser, Section 8, and Lots 1A-18A, Block 14, Bizzell-Kiser, Section 4, and a 0.18-acre portion of Tract 14, Bizzell-Kiser, and Blocks 45 and 46, Belmont Addition, and all adjacent and previously vacated rights-of-way, City and County of Midland, Texas, said tract being more specifically described by metes and

bounds in Exhibit “A”, which is attached hereto and incorporated herein.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That this planned district shall be subject to the regulations of the 1F-3, One-Family Dwelling District, except as stated below.
2. That a single manufactured home may be installed on any lot throughout the planned district with the provision that the lot is platted and conforms to City of Midland Zoning Code required dimensions, including a minimum 50-foot lot width; in addition:
 - a. Setbacks shall be a minimum of 20 feet for the front yard, 5 feet for the side yard, and 10 feet for the rear yard. The corner lot side yard setback on the street side shall be a minimum of 10 feet;
 - b. One manufactured home per lot is allowed with individual water and sewer connection;
 - c. Building permits are required prior to installation and inspections prior to occupancy;
 - d. Building permits are required for any modifications on or about the manufactured home, covered porches, etc.;
 - e. No structural modifications may be made to the manufactured home (i.e., partitioning a manufactured home into separate dwelling units, creation of separate entrances, etc., for the purpose of creating more than a single dwelling unit on one platted lot);
 - f. The manufactured home shall be no more than ten (10) years old at the time of placement on a lot, unless approval is granted prior to placement by the City Manager or his designee. Approval criteria shall be based on the manufactured home’s appearance and structural integrity;
 - g. The manufactured home shall have a pitched roof, shingled or standing seam metal roof;
 - h. Skirting of the manufactured home shall be brick, stone, or siding that matches the manufactured home;
 - i. Entrance landing and steps shall be made to appear to be integral to the manufactured home;
 - j. All lots must have a minimum of two paved/concrete parking spaces, 400 square feet minimum, accessible from the street (no vehicular access allowed from the alley), and a parking pad to be installed in conjunction with the manufactured home installation;
 - k. Driveway approaches shall be asphalt pavement or caliche, or as

approved by City of Midland Engineering Services Department; and

1. No travel trailer/RV shall be allowed on any lot.
3. Until the City of Midland improves all streets, curbs, gutters, and sidewalks, paved approach improvements may be deferred.
4. Dedication of right-of-way may be required on some streets not deemed to have adequate road width.
5. That individual lots shall not be subject to site plan review by the Planning and Zoning Commission or the City Council for the installation of a single manufactured home meeting the requirements set forth herein or a site-built home meeting the 1F-3, One-Family Dwelling District, regulations.
6. That sufficient right-of-way shall be dedicated before a residential building permit is issued.
7. That any subdivision of property requires approval of a planned district site plan in the same manner as required for a zone change.
8. That all City of Midland platting fees except for the Midland County recording fee shall be waived for any subdivision plat meeting the requirements of the 1F-3, One-Family Dwelling District.
9. That building permit fees for a new home meeting the 1F-3 District, One-Family Dwelling District, regulations shall be the same fee as charged for non-profit organizations.
10. That City of Midland Ordinance Nos. 8762 and 8767 are amended by this ordinance.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS ____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

For a 57.84 acre tract for re-zoning located in Section 2, Block 39, T-2-S, T & P RR Co. Survey, Midland County, Texas and being Blocks 45 and 46 of Belmont Addition and Tracts 3 thru 7 and Tracts 9 thru 14 of Bizzell-Kiser Addition as recorded in Vol. 88, Pg. 512 of the Midland County Deed Records and being more fully described as follows;

Beginning at a point at the centerline intersection of Main Street and Stokes Ave. in the City of Midland, Texas and having a coordinate of $X = 1,757,707.08$ ft., $Y = 10,687,678.51$ ft. a $\frac{1}{2}$ " diameter iron rod found the northeast corner of said Block 45 bears $N 84^{\circ} 09' 10'' E$ a distance of 207.19 ft.

Thence $N 75^{\circ} 49' 39'' E$ along the centerline of said Stokes Ave. a distance of 220.01 ft. to a point in Baird Street at the southeast corner of Tract C of Annexation Ordinance dated Dec. 23, 1952,

Thence $N 14^{\circ} 10' 05'' W$ along Baird Street and the east line of said Tract C a distance of 386.75 ft. to a point in Gist Ave.,

Thence $N 75^{\circ} 45' 49'' E$ along Gist Ave. a distance of 1434.43 ft. to a point in the west line of Terrell Street,

Thence $S 15^{\circ} 05' 17'' E$ along the west line of Terrell Street a distance of 1499.85 ft. to a point for the centerline of Longview Ave.,

Thence $S 75^{\circ} 46' 09'' W$ along the centerline of said Longview Ave. a distance of 730.89 ft. to a nail spike found for the centerline intersection of Longview Ave. and Fort Worth Street,

Thence $S 14^{\circ} 41' 26'' E$ along the centerline of said Fort Worth Street a distance of 297.27 ft. to a point in same,

Thence $S 75^{\circ} 45' 55'' W$ along the south line of Bizzell-Kiser Addition a distance of 694.39 ft. to a point in the east line of Baird Street,

Thence $N 14^{\circ} 10' 05'' W$ along the east line of said Baird Street a distance of 690.00 ft. to a point in same,

Thence $S 75^{\circ} 50' 05'' W$ crossing said Baird Street and continuing along the south line of said Block 46 in all a distance of 256.14 ft. to the southwest corner of said Block 46,

Thence $N 14^{\circ} 09' 10'' W$ along the said west line of Block 46 crossing Wolcott Ave. and continuing with the west line of said Block 45 in all a distance of 720.04 ft. to the place of beginning and containing 57.84 acres.

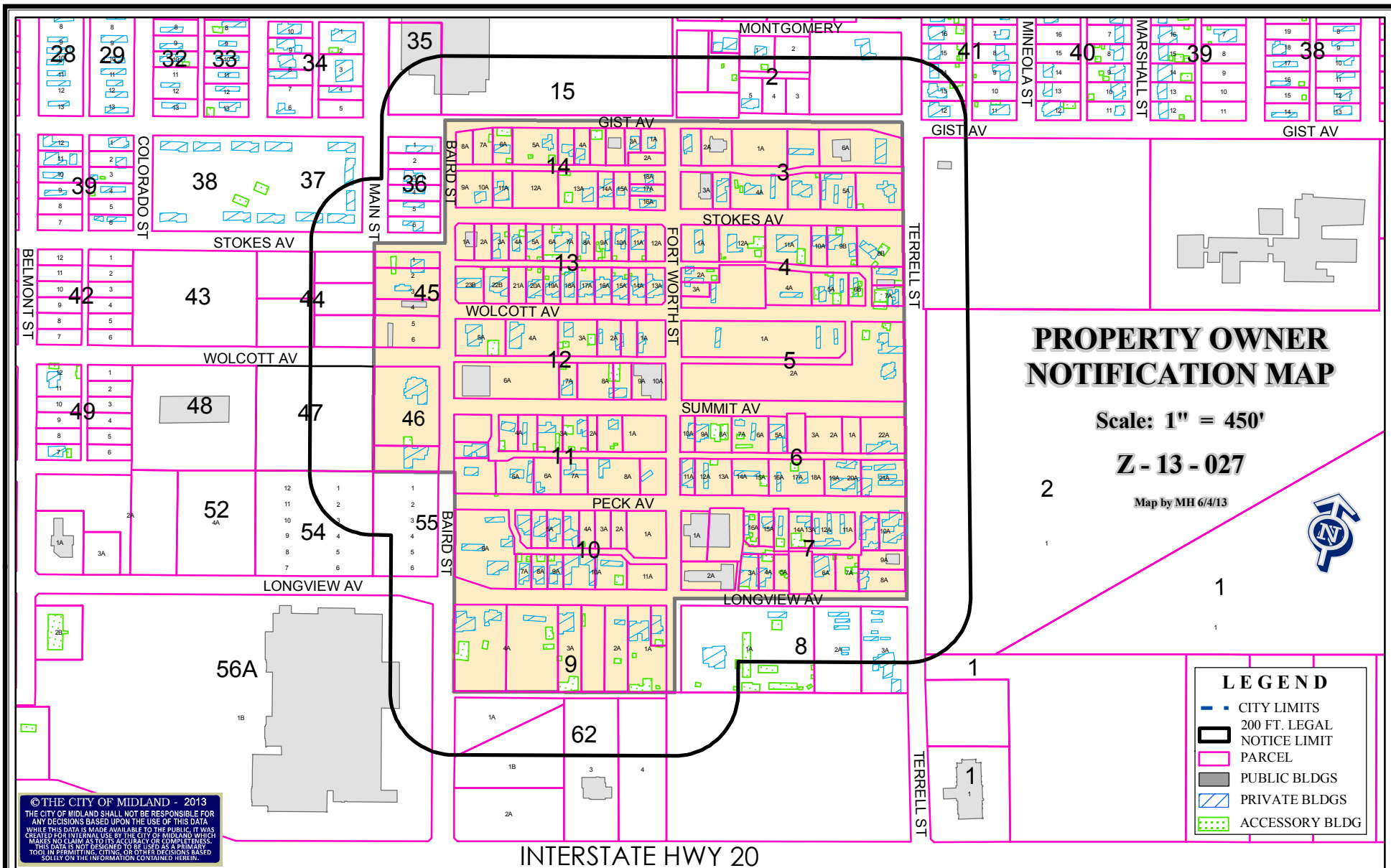
Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.

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.

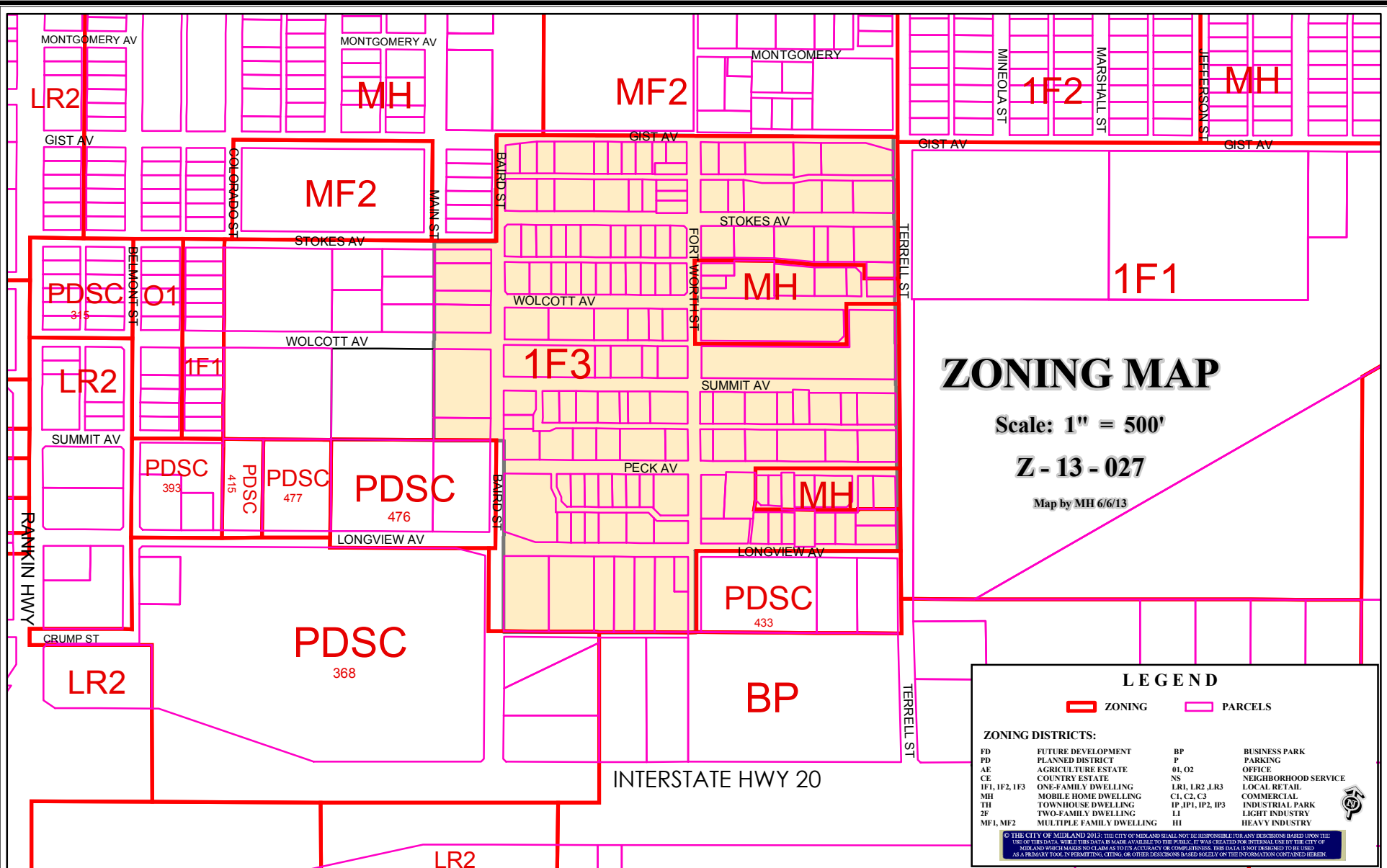


Richard A. Shelton 6-5-13
 Richard A. Shelton, RPLS 4356
 City of Midland, Texas
 432-685-7290

CASE NO. 2-13-027



Consider a City-Initiated proposal for a zone change from MH, Manufactured Home District on Lot 1A, Blk 5, and Lots 2A - 5A, & 7A, Blk 4, Bizzell-Kiser, Sec. 5; Lot 6B, Blk 4, Bizzell-Kiser, Sec. 6; a 0.45-acre portion of Tract 4, Bizzell-Kiser; from MH, Manufactured Home District on Lots 10A - 16A, Blk 7, Bizzell-Kiser, Sec. 5, a 0.145-acre portion of Tract 7, Bizzell-Kiser; and from 1F-3, One-Family Dwelling District on all of Block 3, Bizzell-Kiser; Sections 4 & 5; Lots 1A, 10A - 12A, Blk 4, Bizzell-Kiser, Sec. 5; Lots 8B & 9B, Blk 4, Bizzell-Kiser, Sec. 6; Lot 2A, Blk 5, Bizzell-Kiser, Sec. 5; Lots 1A - 3A, 5A - 9A, 12A - 22A, Blk 6, Bizzell-Kiser, Sec. 5; Lots 10A & 11A, Blk 6, Bizzell-Kiser, Sec. 4; a 0.166-acre portion of Tract 6, Bizzell-Kiser; Lots 1A & 2A, Blk 7, Bizzell-Kiser, Sec. 4; Lots 3A - 9A, Blk 7, Bizzell-Kiser, Sec. 5; 0.656-acre portions of Tract 7, Bizzell-Kiser; Lots 1A - 4A, Blk 9, Bizzell-Kiser, Sec. 4; a 0.45-acre portion of Tract 9, Bizzell-Kiser; all of Blk 10, Bizzell-Kiser, Sec. 4; Lots 1A - 7A, Blk 11, Bizzell-Kiser, Sec. 4; Lot 8A, Blk 11, Bizzell-Kiser, Sec. 5; a 0.87-acre portion of Tract 11, Bizzell-Kiser; all of Blk 12, Bizzell-Kiser, Sec. 4; Lots 1A - 21A, Blk 13, Bizzell-Kiser, Sec. 7; Lots 22B & 23B, Blk 13, Bizzell-Kiser, Sec. 8; Lots 1A - 18A, Blk 14, Bizzell-Kiser, Sec. 4; a 0.18-acre portion of Tract 14, Bizzell-Kiser; and on Blocks 45 & 46, Belmont Addition; and all adjacent and previously vacated rights-of-way, to PD, Planned District for Housing Development, City and County of Midland, Texas.



Consider a City-Initiated proposal for a zone change from MH, Manufactured Home District on Lot 1A, Blk 5, and Lots 2A - 5A, & 7A, Blk 4, Bizzell-Kiser, Sec. 5; Lot 6B, Blk 4, Bizzell-Kiser, Sec. 6; a 0.45-acre portion of Tract 4, Bizzell-Kiser; from MH, Manufactured Home District on Lots 10A - 16A, Blk 7, Bizzell-Kiser, Sec. 5, a 0.145-acre portion of Tract 7, Bizzell-Kiser; and from 1F-3, One-Family Dwelling District on all of Block 3, Bizzell-Kiser; Sections 4 & 5; Lots 1A, 10A - 12A, Blk 4, Bizzell-Kiser, Sec. 5; Lots 8B & 9B, Blk 4, Bizzell-Kiser, Sec. 6; Lot 2A, Blk 5, Bizzell-Kiser, Sec. 5; Lots 1A - 3A, 5A - 9A, 12A - 22A, Blk 6, Bizzell-Kiser, Sec. 5; Lots 10A & 11A, Blk 6, Bizzell-Kiser, Sec. 4; a 0.166-acre portion of Tract 6, Bizzell-Kiser; Lots 1A & 2A, Blk 7, Bizzell-Kiser, Sec. 4; Lots 3A - 9A, Blk 7, Bizzell-Kiser, Sec. 5; 0.656-acre portions of Tract 7, Bizzell-Kiser; Lots 1A - 4A, Blk 9, Bizzell-Kiser, Sec. 4; a 0.45-acre portion of Tract 9, Bizzell-Kiser; all of Blk 10, Bizzell-Kiser, Sec. 4; Lots 1A - 7A, Blk 11, Bizzell-Kiser, Sec. 4; Lot 8A, Blk 11, Bizzell-Kiser, Sec. 5; a 0.87-acre portion of Tract 11, Bizzell-Kiser; all of Blk 12, Bizzell-Kiser, Sec. 4; Lots 1A - 21A, Blk 13, Bizzell-Kiser, Sec. 7; Lots 22B & 23B, Blk 13, Bizzell-Kiser, Sec. 8; Lots 1A - 18A, Blk 14, Bizzell-Kiser, Sec. 4; a 0.18-acre portion of Tract 14, Bizzell-Kiser; and on Blocks 45 & 46, Belmont Addition; and all adjacent and previously vacated rights-of-way, to PD, Planned District for Housing Development, City and County of Midland, Texas.



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:33 a.m. and consider an ordinance ON APPEAL on a request by Kevin Leary for a zone change from PD, Planned District for Recreation Center, to a Planned District for a Shopping Center on Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas. (Generally located near the northwest corner of the intersection of N. Loop 250 West and Holiday Hill Road.) District – 1.

Purpose:

Hold a public hearing at approximately 10:33 a.m. and consider an ordinance ON APPEAL on a request by Kevin Leary for a zone change from PD, Planned District for Recreation Center, to a Planned District for a Shopping Center.

Recommended City Council Action

☐ Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The subject property is located on the northwest corner of N. Loop 250 West and Holiday Hill Road, and is the former site of a recreation center that was recently demolished. This request is to rezone the property to PD, Planned District for Shopping Center, in order to construct several retail buildings and a restaurant. The site is south of C.J. Kelly Park, southwest of the Midland Park Lanes bowling alley, and north of Lowe's. We find the request to rezone this property to a Planned District for Shopping Center (with an underlining zoning of LR-2, Local Retail District), to be reasonable. This

site meets the guidelines of the Comprehensive Plan which recommends retail uses to be generally located at major intersections for high visibility.

The site plan, Exhibit A, shows the layout of the site as a total of five buildings, four for retail and one for a restaurant. The setbacks for the development conform to the LR-2 District requirements. The buildings will not exceed one story, and the maximum height will be set at 28.75 feet. Access to the property will be from two existing driveways off League Drive, a main entrance from Holiday Hill Road, and a TxDot approved driveway off Loop 250. The dumpster screening will match the color and materials of the buildings. The shopping center will include 285 parking spaces, whereas only 269 spaces are required. The site plan also depicts the orientation of the buildings – the buildings are oriented inwards so that the “fronts” face the interior of the shopping area. Although this orientation may be considered logical, the rear of the buildings face League Drive. Typically, when the rear of buildings faces public streets, staff recommends a decorative screening face and landscaping as a buffer to avoid viewing the backs of buildings, which has been supported by City Council. The rear of retail buildings typically includes AC units, utility meters, loading docks, and delivery trucks. In this instance, not only will the backs of the retail development face a public street, but they will also face C.J. Kelly Park, where the city has made large public investments. Exhibit B shows the materials used for the buildings as stone veneer and EIFS, along with decorative metal panels used on the siding and for the roof. These same materials will be used for the rear of the building. In fact, the owner will not only use the same materials for the rear, but will also be screening the backs of the buildings with plant materials – specifically trees planted every 30 feet with shrubs in between, as depicted in Exhibit C. The owner has declined staff’s recommendation of providing a decorative screening wall, which is unprecedented for the City. Exhibits D and E show elevations of the restaurant building, which uses essentially the same building materials as shown in Exhibit B; EIFS, stone, and a wood pergola are the main materials used. The remaining exhibits, F and G, are included for illustrative purposes only to show an overall image of the shopping center.

Staff presented this case as a judgment matter to the Planning and Zoning Commission due to the unprecedented lack of a screening wall. The Commission voted 3-3 on a motion to approve, and the request was denied. Should the City Council find this request to be reasonable, we would recommend that any approval be subject to the conditions contained in the attached ordinance proposal.

Attachments:

Application
Maps
September 16, 2013 Staff Report
Exhibits A-G
Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A RECREATION CENTER, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED NEAR THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND HOLIDAY HILL ROAD); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of “Planned Districts” under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Shopping Center, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Recreation Center, and it shall be used as a PD, Planned District for a Shopping Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District, except where permitted otherwise.
2. That the development shall significantly conform to the conditions shown on Exhibits "A", "B", "D" and "E".
3. That the maximum height of all buildings shall not exceed 28.75 feet.
4. That the development shall meet all requirements of the Fire Department.
5. That the development shall meet all requirements of the Code Administration Division.
6. That all driveways shall meet all requirements of the Transportation Division.
7. That driveway approval by the Texas Department of Transportation shall be followed for any Loop 250 controlled-access frontage.
8. That signage shall be in compliance with the Revised Outdoor Sign Regulations of the Midland City Code.
9. That landscaping shall be considered illustrative, and shall be in compliance with the Landscape Regulations of the Midland City Code.
10. That the dumpster locations shall be considered illustrative and shall be determined by the Solid Waste Division. Dumpster screening shall conform to the Site Plan Review Standards of the Midland City Code.
11. That parking as well as Exhibits "C", "F" and "G" shall be considered illustrative.
12. That Section Four of City of Midland Ordinance No. 7463 is hereby repealed.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby

expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

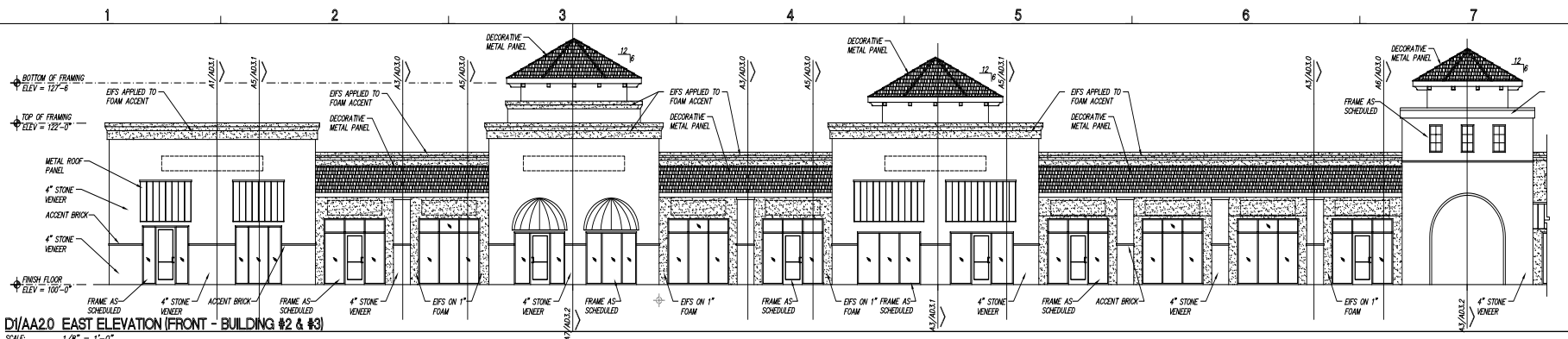
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

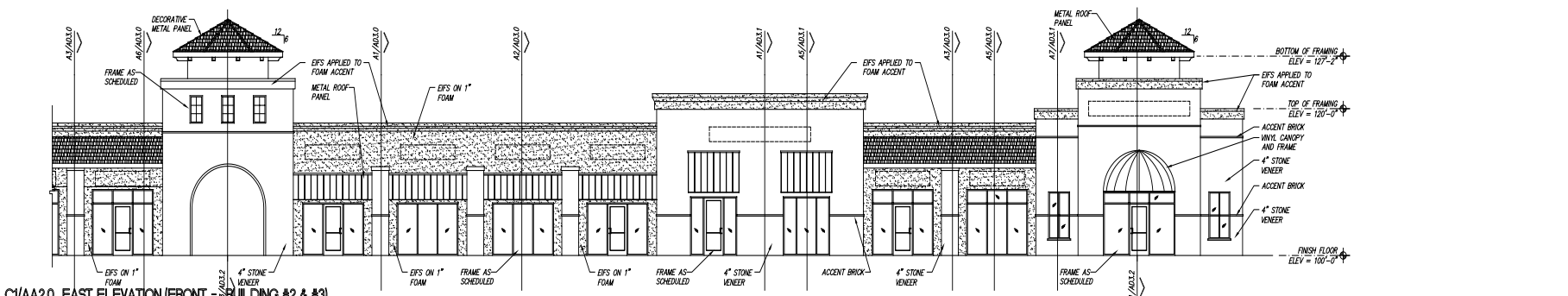
Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

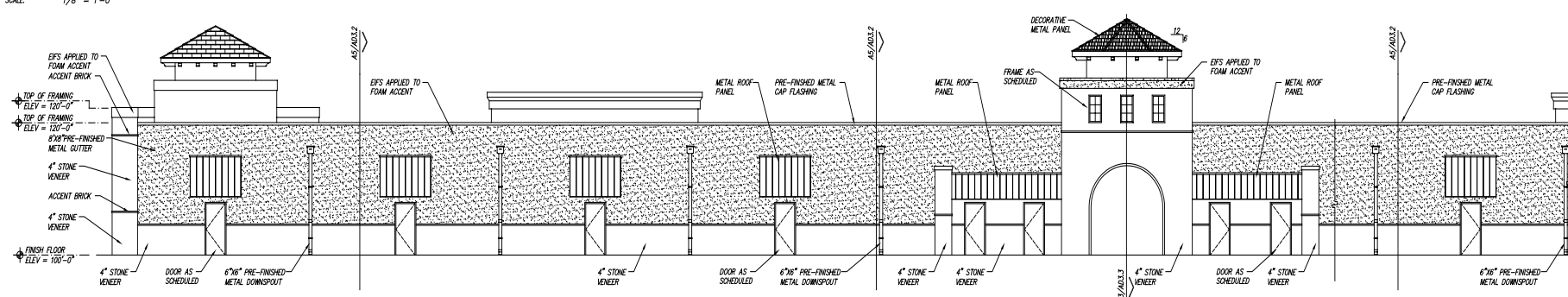
Keith Stretcher, City Attorney



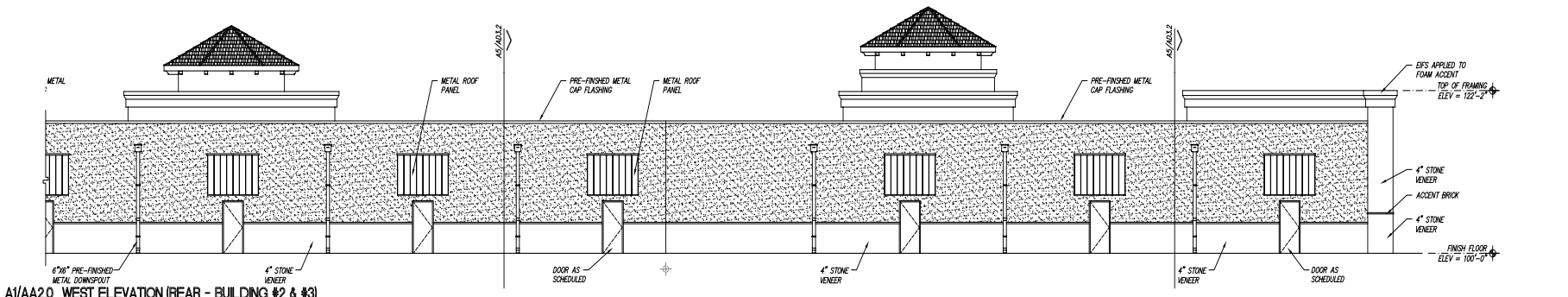
D1/AA20 EAST ELEVATION (FRONT - BUILDING #2 & #3)
SCALE: 1/8" = 1'-0"



C1/AA20 EAST ELEVATION (FRONT - BUILDING #2 & #3)
SCALE: 1/8" = 1'-0"



B1/AA20 WEST ELEVATION (REAR - BUILDING #2 & #3)
SCALE: 1/8" = 1'-0"



A1/AA20 WEST ELEVATION (REAR - BUILDING #2 & #3)
SCALE: 1/8" = 1'-0"

JDMA, Inc.
ARCHITECTS
MEMBERS AMERICAN
INSTITUTE OF ARCHITECTS

1402 AVENUE N
LUBBOCK, TEXAS 79401
806.744.4490 PHONE
806.744.4494 FAX

THIS DOCUMENT IS
RELEASED FOR THE
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AUTHORITY OF ALEY
CROSS, TEXAS LICENSE
#16498. IT MAY NOT BE
USED FOR REGULATORY
APPROVAL, PERMITTING
OR CONSTRUCTION.

CIVIL CONSULTANTS:

MPE CONSULTANTS:

STRUCTURAL:

Borgata Retail Center
MIDLAND, TX

DRAWN BY: CHECKED BY:

SHEET TITLE:

ISSUE DATE: JULY 18, 2013
REVISIONS:

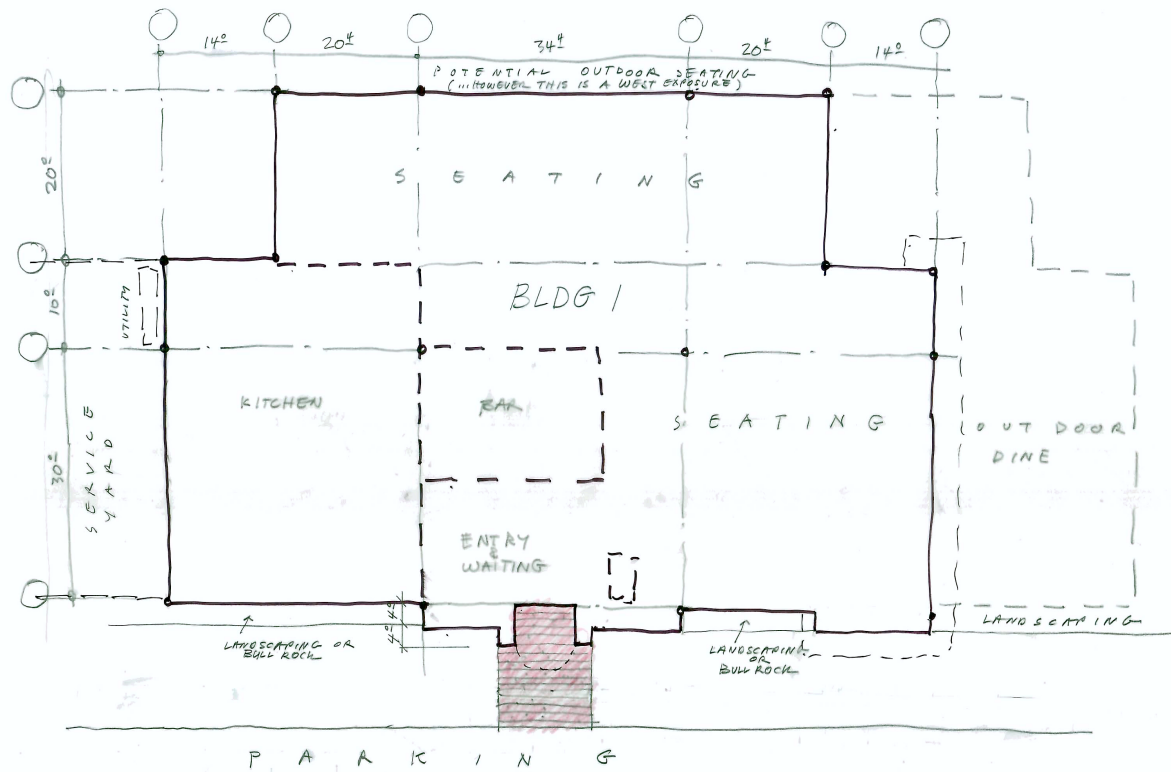
PROJECT NUMBER: J21256

SHEET:

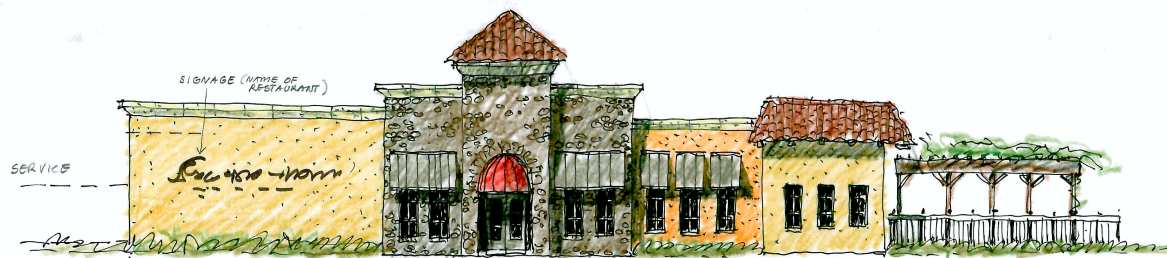
AA20
OF 1

41.8





PLAN @ 1/8" = 1'-0"









Case Number: 2-13-032

CITY OF MIDLAND
Planning Division

APPLICATION TO AMEND A PLANNED DISTRICT

Applicant: Andrew L. Mellen

Address: 1909 West Wall Street amellen@maverickentities.com 432-262-0616 ex 107
Street Address Midland TX (Phone/e-mail)
79701
City State Zip Code

Property Owner: Kevin Leary kleary6827@sbcglobal.net

Address: 619 West Texas Ave. 432-570-4879
Street Address Midland TX (Phone/e-mail)
79701
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:

Lot one, Block two of the Grandridge Park Addition, Section 1 City of Midland

Current PD Classification: PDRC

Requested PD Classification: PDSC
(List by tracts if more than one zoning district is requested)

Reason for amendment request: We would like to place several shopping center buildings as well as a restaurant.

Describe how conditions affecting the property have changed since it was designated its present zone: This site used to be a Putt Putt and go cart recreational site and has since been demolished to pave way for some more, much needed shopping venues and restaurants.

Will a Specific Use Permit with Term for alcoholic beverage sales be needed? x Yes No

FEES:

Single, Planned District amendment: **\$550**. Multiple, PD proposal: add **\$75** per district.

SUBMITTALS:

16 copies of the PD site plan (FOLDED): _____ x _____

Site Plan in digital format .pdf and .jpg: _____ x _____

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

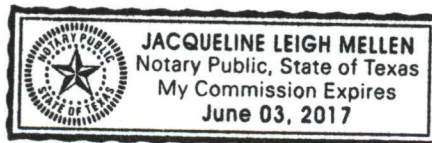
Andrew L. Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Kevin Leary, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (signature)

Subscribed and sworn to before me, this 18 day of July, 20 13, to certify which witness my hand and seal of office.

Jacqueline Leigh Mellen
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>JS</u>	Date: <u>7/19</u>
Assigned: _____	
For: _____	On: _____



****Application will not be considered for scheduling until reviewed by a planner. ****

PLANNING AND ZONING COMMISSION

September 16, 2013

CASE: Z-13-032, Kevin Leary.

REQUEST: Hold a public hearing and consider a request for a zone change from PD, Planned District for Recreation Center, to a Planned District for a Shopping Center.

APPLICANT: Andrew L. Mellen.

OWNER: Kevin Leary.

LEGAL DESCRIPTION: Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas.

LOCATION: Generally located near the northwest corner of the intersection of N. Loop 250 West and Holiday Hill Road.

CURRENT ZONING: PDRC, Planned District for Recreation Center.

DETAILS OF REQUEST:

1. This 5.22-acre property zoned PDRC, Planned District for a Recreation Center, located on the northwest corner of N. Loop 250 West and Holiday Hill Road, was approved for zoning in September 1995. The recreation facility included miniature golfing, a batting cage, and a go-cart track prior to recently being demolished. The property owner has submitted plans to develop several retail buildings as well as a restaurant, and has applied for this zone change to PDSC, Planned District for Shopping Center, with the underlining zoning of LR-2, Local Retail District.

SURROUNDING ZONING AND LAND USE:

2. The property is located on the northwest side of Loop 250 North, west of Holiday Hill Road, and east of League Drive. To the north and west of this property is a 1F-1, One-Family Dwelling District, location of C.J. Kelly Park. To the south is a PDSC, Planned District for a Shopping Center, currently the site of Lowe's. To the northeast across Holiday Hill Road is Midland Park Lanes, within an LR-2, Local Retail District.

ANALYSIS:

3. We find that the zone change from PDRC, Planned District for Recreation Center, to PDSC, Planned District for Shopping Center (with an underlining zoning of LR-2, Local Retail District), is reasonable. The site is located at the intersection of Holiday Hill Road, classified as an arterial street, and N. Loop 250 West, a state highway. According to the Midland Master Plan 2025, retail uses are recommended to be generally located along major thoroughfares and at major intersections for high visibility. Loop 250 is recommended to be viewed as any other arterial street, with retail development to be concentrated along major intersections. Thus, this shopping center meets the guidelines of the Comprehensive Plan.

SITE PLAN:

4. The site plan, Exhibit A, provides the layout and information about the site. As shown, five buildings are proposed; one for a restaurant, and the remaining four to be used for retail. The setbacks for the buildings follow the LR-2 District requirements. The buildings are not proposed to exceed one story, and a maximum building height will be set at 28.75 feet. There will be a total of four entrances/exits to the property: two existing driveways off League Drive to the west, a main entrance off Holiday Hill Road on the northeast, and a TxDot approved driveway from Loop 250 on the southeast portion of the property. About one to two dumpsters are provided for each of the buildings, as shown on the site plan. These locations will be considered illustrative and subject to be determined by the Solid Waste Division. The dumpsters will be enclosed and screened with CMU Block, which will match the color and style of the buildings. Landscaping will also be provided according to the City Code – landscaping shown on the plan will be considered illustrative.

Exhibit B depicts the elevations of the proposed buildings, primarily of Buildings 2 and 3. On this exhibit, "D" shows Building 3 and "C" shows Building 2, both of which are connected through a breezeway. The front exterior of all of the buildings is composed of stone veneer and EIFS, along with decorative metal panels used on the siding and for the roof. The rear exterior elevations of the buildings, shown on Exhibit B also as Buildings 2 and 3, show the building material as stone and EIFS with spaced out metal roof panels, primarily in order to avoid blank walls according to our site plan standards. As illustrated on the site plan in Exhibit A, the buildings are oriented inwards so that the "fronts" are facing the center of the shopping area. Although this orientation may be considered logical and cohesive, the problem arises when the rear of a building faces a public street. This situation is problematic especially for Buildings 2 and 3 as the rear of these buildings face League Drive. Building 1, the proposed restaurant, may also be problematic as the rear also faces public streets, namely League Drive and Holiday Hill Road. Typically, when the rear of a building faces a public

street, we require a decorative screening fence as well as landscaping as screening and buffer to avoid viewing the backs of buildings which include water and gas meters, AC units, loading docks for trucks, and so on. In this instance, not only do the back of the buildings face League Drive, but also C.J. Kelly Park, a 66-acre public park with large public investments and amenities such as five baseball fields, two football fields, a playground, a fishing area, and a walking/jogging path. The owner will not be providing a screening wall on the rear of these buildings, which is unprecedented for the City. Instead of a screening wall, the owner is improving the back of the building through using the similar external materials as the front. The screening for Buildings 2 and 3 will be through natural screening of evergreen shrubs and ornamental trees. The trees will be planted every 30 feet with shrubs in between. An example of these ornamental trees is provided for illustrative purposes only in Exhibit H.

Exhibit C and Exhibit D show the proposed front and side elevations of Building 1, the restaurant, respectively. This building will include essentially the same building materials as the materials shown in Exhibit B. EIFS, stone, and a wood pergola are the main materials shown. These same materials are extended in Exhibit E, which shows the rear elevations of this restaurant. Although not shown in this view, the site plan (Exhibit A) depicts heavy landscaping at the rear of this building.

In general, Exhibits F and G, provided for illustrative purposes only, show an overall image of the shopping center.

PARKING:

5. The shopping center will be composed of both retail and restaurant space. One space for every 200 square feet of retail and one space for every four seats under maximum seating arrangement for restaurants are the ratios used to calculate parking, as per the Zoning Code. As noted in Exhibit A, with this calculation, a total of 269 spaces are required, though 285 parking spaces have been provided. Parking shown on the plan will be considered illustrative.

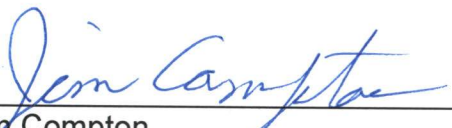
STAFF RECOMMENDATION:

Staff recommends that the appropriateness of this request, in regards to unprecedented screening, is a judgment matter to be determined by the Planning and Zoning Commission.

If the Planning and Zoning Commission finds this request to be reasonable, we would recommend that any approval be subject to the following conditions:

- A. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District, except where permitted otherwise.**

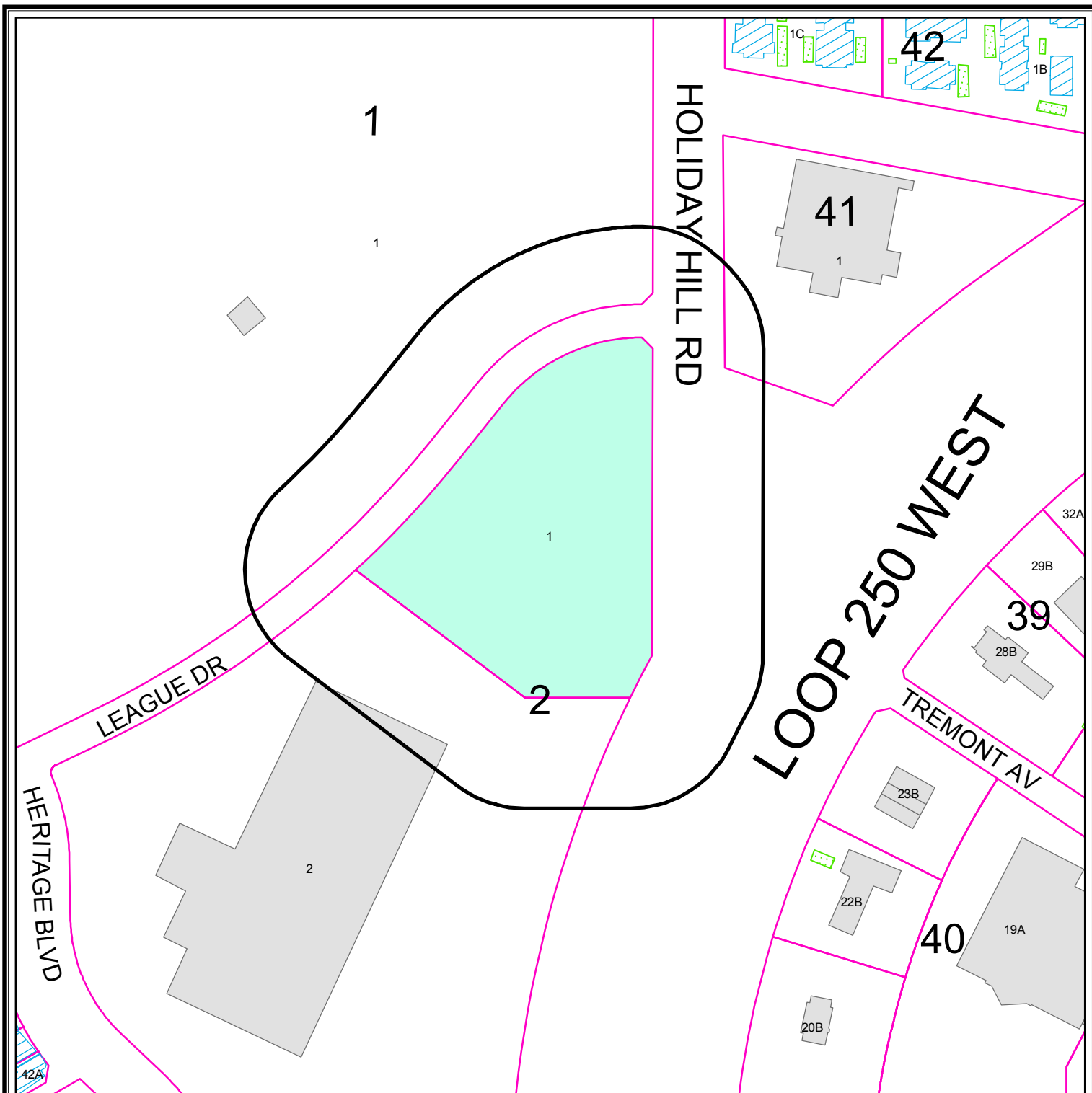
- B. That the proposed development shall significantly conform to Exhibits A, B, C, D, and E.
- C. That the maximum height of all buildings shall not exceed 28.75 feet.
- D. That the proposed development meets all requirements of the Fire Division.
- E. That the proposed development meets all requirements of the Code Administration Division.
- F. That all driveways meet the requirements of the Transportation Division.
- G. That TxDot driveway approval is followed for any Loop 250 controlled access frontage.
- H. That signage shall be in compliance with the "Revised Outdoor Sign Regulations" of the Midland City Code.
- I. That landscaping shall be considered illustrative, and shall be in compliance with the "Landscape Regulations" of the Midland City Code.
- J. That the dumpster locations shall be considered illustrative and shall be determined by the Solid Waste Division. Dumpster screening shall conform to the "Site Plan Review Standards" of the Midland City Code.
- K. That parking as well as Exhibits F, G, and H shall be considered illustrative.
- L. That the applicable conditions in Ordinance 7463 are hereby repealed.


Jim Compton
Acting Planning Division Manager
Department of Development Services


Madhuri Kulkarni, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A through H



PROPERTY OWNER NOTIFICATION MAP

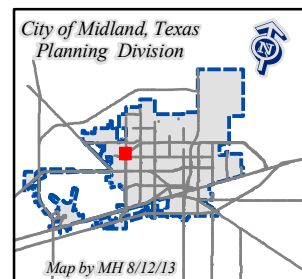
Z - 13 - 032

Scale: 1" = 250'

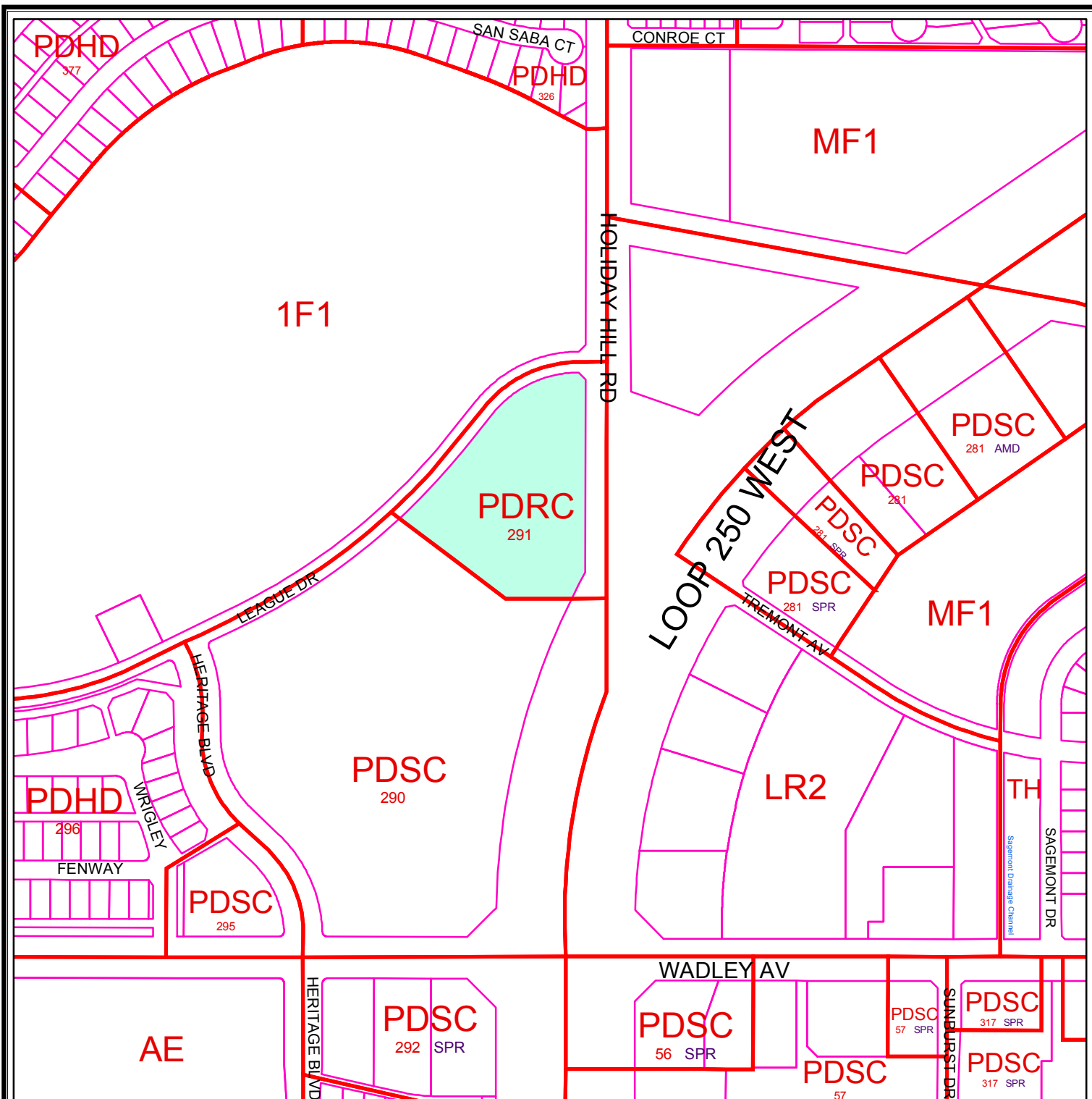
Consider a request for a zone change from PD, Planned District for a Recreation Center, to a Planned District for a Shopping Center on Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 13 - 032

Scale: 1" = 400'

Consider a request for a zone change from PD, Planned District for a Recreation Center, to a Planned District for a Shopping Center on Lot 1, Block 2, Grandridge Park Addition, Section 1, 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:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:36 a.m. and consider an ordinance on a request by Fortune Partners Properties for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center, on Lot 1, Block 3, Lindsay Acres, 2nd Section Addition (Generally located on the northwest corner of the intersection of Rankin Highway and Stokes Avenue) District 2.

Purpose:

Hold a public hearing at approximately 10:36 a.m. and consider an ordinance on a request by Fortune Partners Properties for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The applicant wishes to construct a used car sales business on this property. The current LR-2 District prohibits such uses, but it is allowed in an LR-3 District. Because of the list of undesirable LR-3 District uses, the staff recommended that the applicant apply for a Planned District for a Shopping Center that would be subject to the regulations of the LR-2 District, but in addition, allow a used car business, subject to site plan approval. The applicant has submitted Exhibits A-D to illustrate the proposed business. Since Exhibit D is an artist's rendering and difficult to administer, this exhibit has been omitted from the proposed ordinance. The staff's recommendation to the Planning and Zoning Commission was that of a judgment matter. There was no opposition noted, and the Planning Commission recommended approval by a unanimous 6-0 vote.

There are two reasons the staff is reluctant to support this proposal. The first has to do with a 1997 study the City Council directed the staff to perform. At that time, many business owners along Rankin Highway south of Florida Avenue approached the City, requesting that retail opportunities be increased, and that the image of the area be improved. Most of this corridor was zoned C-3 District, which allowed outdoor storage. The study resulted in a major rezoning along this corridor to an LR-2 District in 1998. Since then, there has been a marked improvement in the image along this area, and significant retail growth, particularly near I-20, including a Super Wal-Mart and a strip center.

The second reason is the nature of the LR-1, LR-2 and LR-3 Districts. LR-1 and LR-2 are shopping center districts, and are usually found at the corners of arterial street intersections. The LR-3 District allows the sale of items that, by their very nature, require outdoor storage. These items included recreational vehicles, mobile homes, boats, and new and used car sales. The applicant is requesting to place an LR-3 District use in what is generally a successful retail area that is zoned LR-2 District. The justification to do so would lie in whether the proposed site plans would integrate a used car business in a shopping center location.

Exhibit A indicated that the large building at the front of the lot would be razed, and the smaller building would be substantially remodeled. A new 10,000 square foot building is planned farther west on the property. External building materials include Stucco and glazing. This property is currently used for outdoor storage, and approval of this request would certainly improve the appearance of the property. The staff sees no basis to disagree with the Planning and Zoning Commission's unanimous vote of approval.

Attachments:

September 16, 2013 P&Z Staff Report
Proposed Ordinance and 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 LOT 1, BLOCK 3, LINDSAY ACRES 2ND SECTION ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE CORNER OF RANKIN HIGHWAY AND STOKES AVENUE); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of “Planned Districts” under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a Planned District for a Shopping Center, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned LR-2, Local Retail District, and it shall be used as a Planned District for a Shopping Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lot 1, Block 3, Lindsay Acres 2nd Section Addition, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District, except as stated below.
2. That in addition to the uses allowed in the Local Retail District (LR-2), this property may be developed with a used car sales business, subject to the following conditions:
 - A. That the used car business shall conform in all respects to the conditions shown on Exhibits “A”, “B” and “C”, which are attached hereto and incorporated herein.
 - B. That the two buildings shall be located in the general locations shown on Exhibit “A”. Property line setbacks and building spacing shall conform to all City of Midland Building Code requirements.
 - C. Exterior building materials shall include glazing and EIFS with a stucco finish. A standing seam metal roof shall be permitted.
 - D. All parking areas shall be paved in an all weather surface, such as asphalt or concrete.
 - E. The indicated landscaping shall be irrigated with an underground sprinkler system, and shall conform to City of Midland landscaping regulations.
 - F. All business signs shall conform to the City of Midland Sign Code regulations.
 - G. Auto servicing shall be allowed, but auto repair and body repair shall not be allowed.
 - H. Existing driveway geometry and design shall conform to current City of Midland standards.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

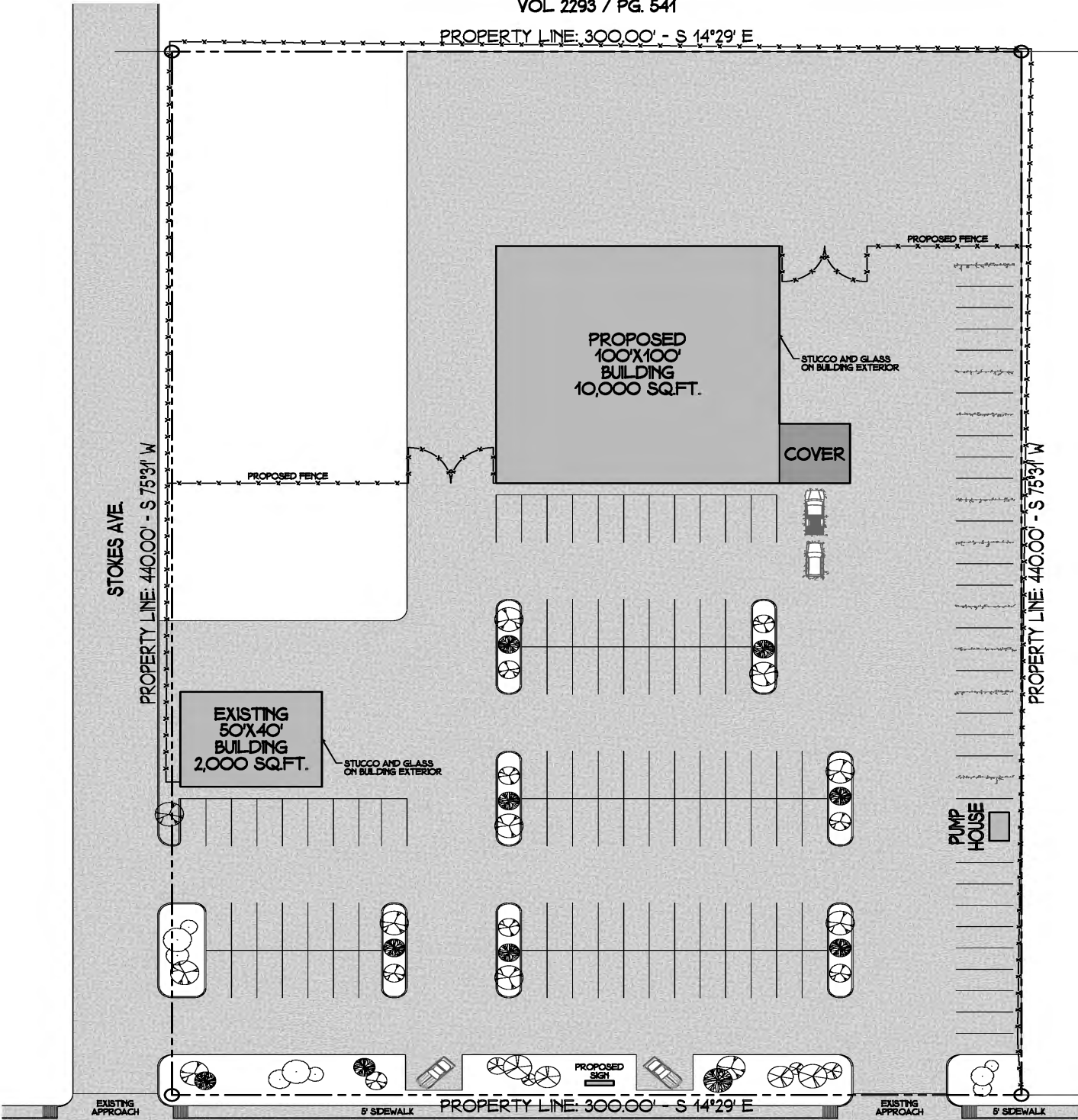
APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

LOT 1, BLOCK 3
LINDSAY ACRES
SECTION 2
VOL. 2293 / PG. 541

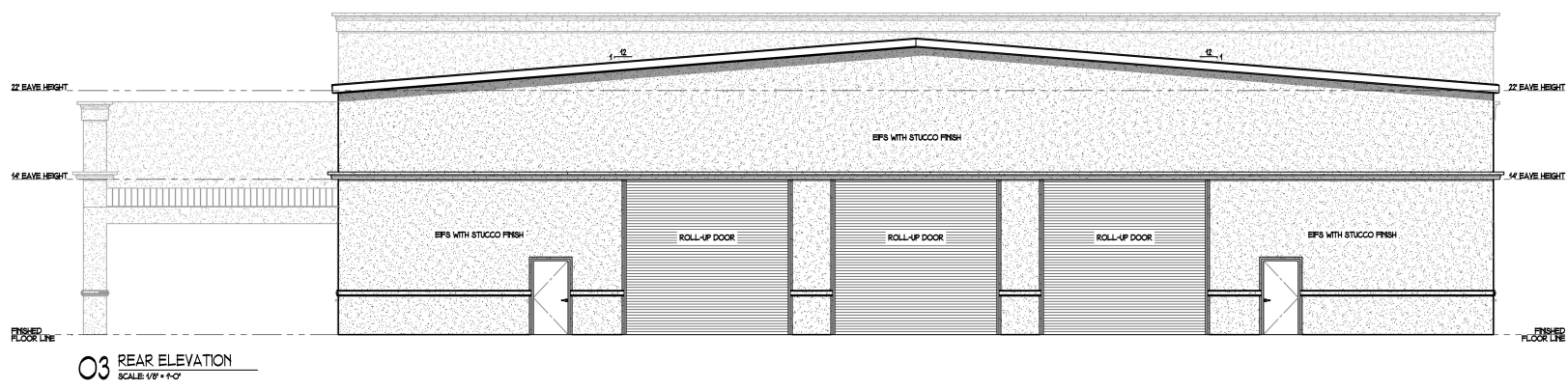
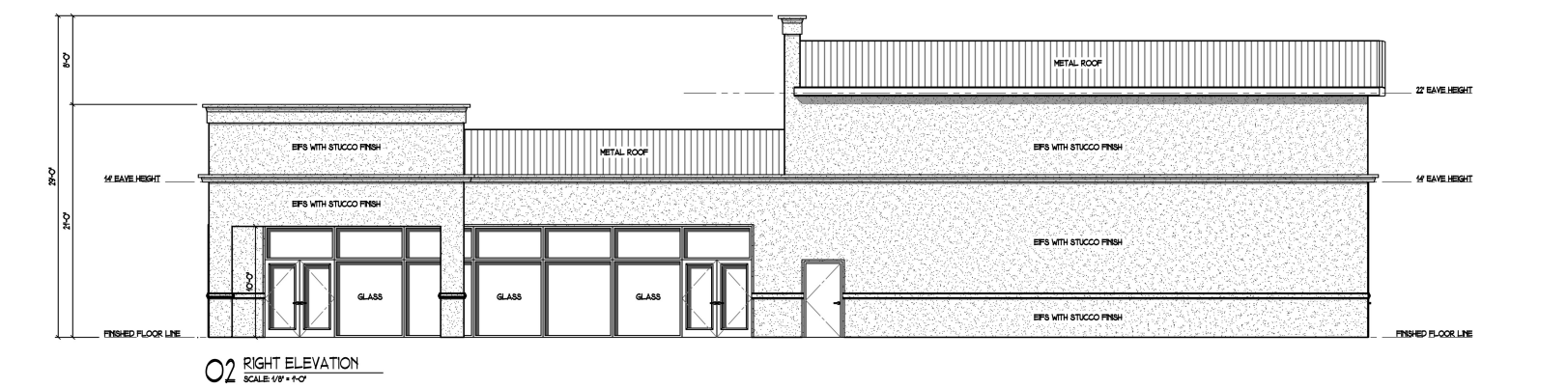
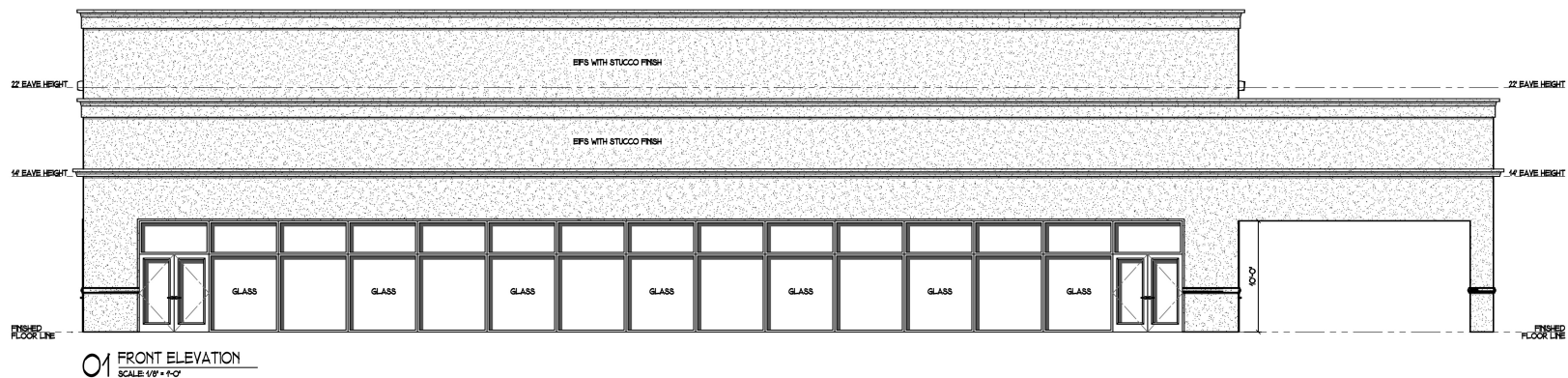


01 PROPOSED SITE PLAN
SCALE: 1" = 40'

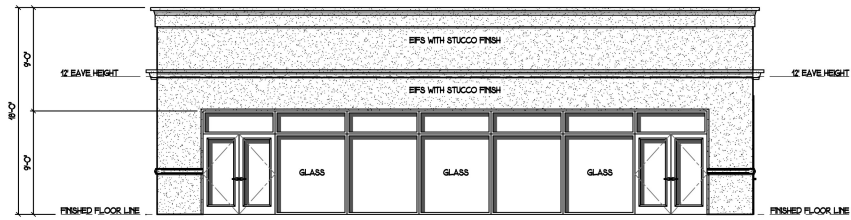
2000 RANKIN HWY.

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW AND DISCUSSION ONLY
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

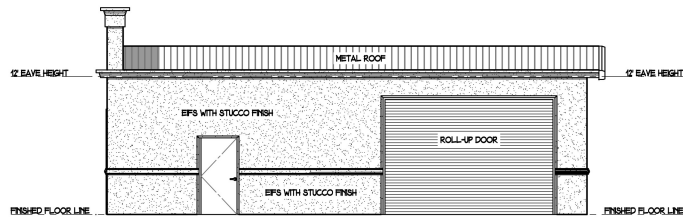
SHEET 02 OF 03 A-12 SHEET NUMBER	TEXAS CERTIFIED MOTORS 2000 RANKIN HIGHWAY MIDLAND, TEXAS 79701 PROJECT NUMBER: 13120		SHEET TITLE PROPOSED SITE PLAN	 CORNERSTONE DESIGN GROUP PHONE: (432) 684-8005	DRAWN BY LJS REVISION DATE 07/31/2013 42.7



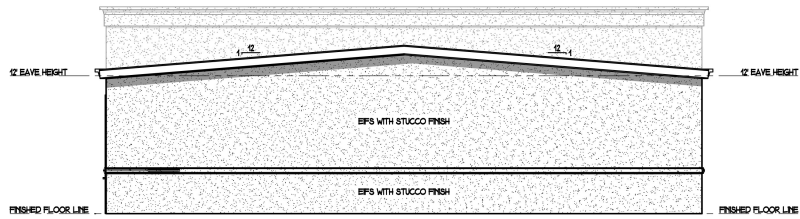
PRELIMINARY
NOT FOR CONSTRUCTION
FOR EXTERIOR AND DISCUSSION ONLY
NOT TO BE USED FOR PERMANENT RECORD OR CONSTRUCTION



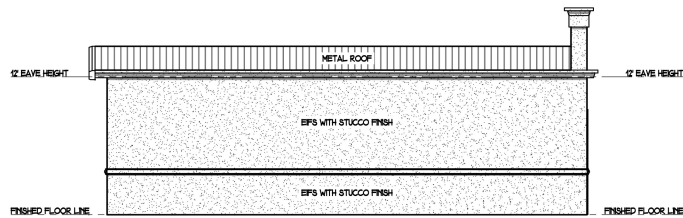
01 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



02 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

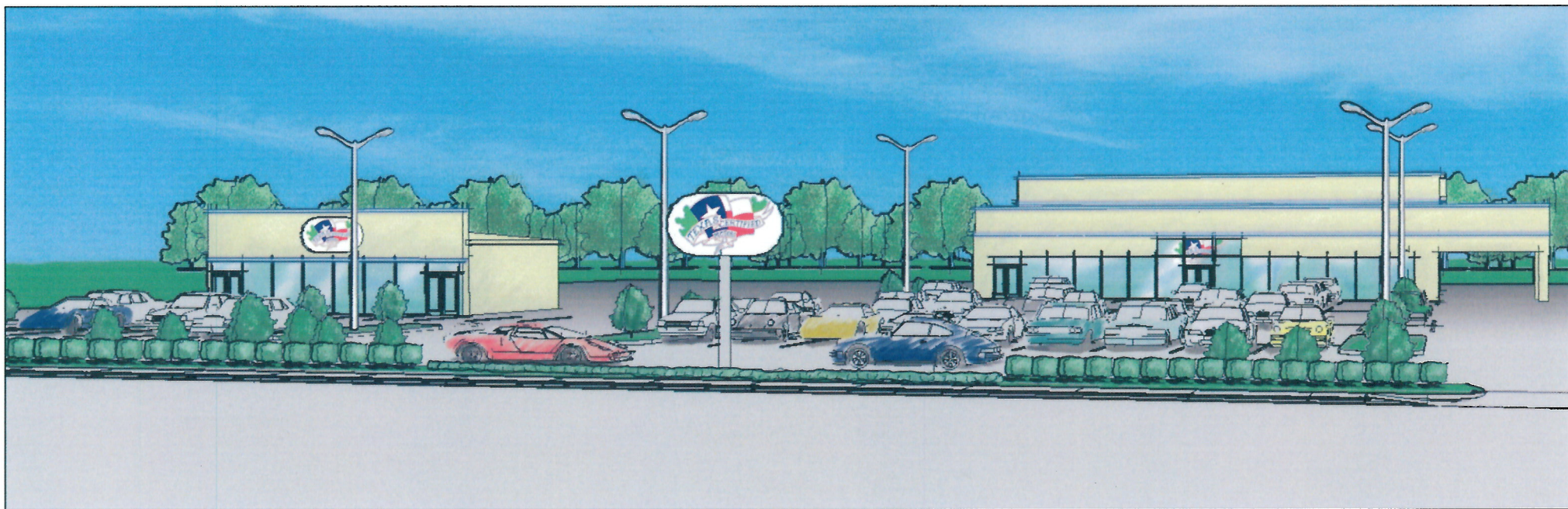


03 REAR ELEVATION
SCALE: 1/8" = 1'-0"



04 LEFT ELEVATION
SCALE: 1/8" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW AND DISCUSSION ONLY
NOT FOR SUBMITTAL OR PERMITTING OR CONSTRUCTION



RECEIVED

AUG 22 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE

EXHIBIT D

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW AND DISCUSSION OF
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

CASE NO. Z-13-039

PLANNING AND ZONING COMMISSION

September 16, 2013

CASE: Z-13-039.

REQUEST: Hold a public hearing and consider a request for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center.

APPLICANT: Fortune Partners Properties, LLC.

OWNER: RGL Investments, Inc.

REPRESENTATIVE: Robert Rendall, Jr.

LEGAL DESCRIPTION: Lot 1, Block 3, Lindsay Acres, Section 2, City and County of Midland, Texas.

LOCATION: Northwest corner of Rankin Highway and Stokes Avenue.

DETAILS OF REQUEST:

1. The applicant desires to develop a used car sales business on this property. The current LR-2 District does not allow for used car sales, and only allows a new car dealership with approval of a Specific Use Permit. The next least restrictive district, the LR-3 District, allows new and used car sales by right. For reasons discussed below, the staff has recommend that the applicant apply for a planned district that is subject to the LR-2 District regulations, but in addition, allows for the sale of used cars. The applicant has provided the attached Exhibits A through D to illustrate his proposed business.

SURROUNDING ZONING AND LAND USE:

2. The land to the north is zoned LR-2 District, and is developed with non-conforming industrial buildings. The land to the west is zoned Planned District for a Transition District, and is developed with outdoor storage of various types of industrial equipment. The undeveloped right-of-way for Camp Street passes through this Planned District. The land to the south is zoned Planned District for a Transition District, and is currently occupied by Shell Oil (formerly Chesapeake). East, across Rankin Highway, the area is zoned LR-2 District and Planned District for a Shopping Center. We anticipate immediate development within this Planned District.

HISTORY:

3. In late 1997, the City was approached by several land owners along the Rankin Highway Corridor. Principle comments surrounded a desire to improve retail business opportunities, and to "clean up" the overall image of the area. These were also goals of the City, as Rankin Highway is an important entry corridor into the City, particularly to the downtown area. At that time, most of the corridor was zoned C-3, Commercial District. This district allowed outdoor sales and storage, which was a primary land owner complaint. The staff conducted an extensive study of the corridor, including land use, ownership patterns and traffic. At the staff's recommendation, the City Council rezoned most of the corridor to an LR-2 District. While this action was contrary to the Comprehensive Plan recommendation of prohibiting strip retail development patterns, Council saw it as a way to improve the appearance of the corridor while accommodating the land owners' desire. The rezoning immediately created an extensive amount of non-conforming uses. However, over the years, there has been a marked improvement in development along Rankin Highway. In particular, the area immediately north of Interstate 20 has seen extensive retail development, including the construction of a Super Wal-Mart, as well as various smaller scale retailers. There was one area between Collins and Francis Avenues that was rezoned to an LR-3 District, based on existing land uses and the desire of the land owners. While the impact of the rezoning remains a slow process, it has certainly brought new retail growth to the area.

ANALYSIS:

4. The first issue to explore regarding this request is land use. The Zoning Code contains three retail districts, the LR-1, LR-2 and LR-3 Districts. The LR-1 and LR-2 District have historically been applied to shopping centers located near arterial street intersections. They generally prohibit the outdoor display and sale of goods. The LR-1 District has been used for smaller, neighborhood shopping centers, and the LR-2 District is used for larger scale, community shopping centers. The LR-3 District is used where strip retail development existed or was proposed to be expanded, and is often referred to as an old style, highway strip retail land use pattern. Such patterns are found along Andrews Highway, Big Spring Street and Florida Avenue. The LR-3 District allows land uses that, by their nature, require outdoor storage of goods. Mobile home and motor home sales, used and new car sales, and boat sales are examples of LR-3 District uses. The LR-2 District, however, allows new car dealerships with approval of a Specific Use Permit. Such permits allow for the regulation of building materials, signs, setbacks, driveways, screening and similar elements. New car dealerships are treated differently in the Zoning Code than used car sales. The basis for this distinction is that new car dealerships can afford to construct modern, visually appealing retail sites. There is no such permit allowing used car sales in the LR-2 District. The LR-3 District allows both new car dealerships and

used car sales. This proposed rezoning would not allow all LR-3 District uses, but only used car sales.

The question regarding the requested used car sales becomes whether the 1998 change to an LR-2 District had a significant impact on the new retail growth along Rankin Highway, and whether the introduction of an LR-3 land use into what has become a vibrant retail area would be detrimental to continued retail growth. The staff believes that the rezoning has had a significant influence upon the recent retail development. The requested change also raises the question of spot zoning. In our opinion, the only way to avoid the spot zoning issue is to ensure that the conditions proposed by the Planned District reasonably integrate what is an LR-3 District use into what is clearly a successful LR-2 District location.

SITE PLANS:

5. Exhibit A is a plan view of the proposed used car business. It shows the removal of the large building closest to Rankin Highway, the retention of the existing smaller building, and the construction of a new 10,000 square foot building. A single existing driveway would provide access into the site. (Since a change in use is proposed, if the current driveway design does not meet current City standards, it would have to be reconstructed should this request be approved.) While a detail of the sign is not provided, a sign location is shown near the center of the tract within one of the landscaped areas adjacent to Rankin Highway. Eight additional landscaped islands are shown throughout the inventory parking area. The fence surrounding the property is proposed to be constructed of chain link. Exhibit B represents an elevation view of the 10,000 square foot building. The front elevation is primarily glazing and EFS with a stucco finish, and a building height below the maximum 28.75 feet. This exhibit also illustrates the two side and the rear elevations, which also include EFS and glazing. This exhibit also illustrates the rear elevation, which also includes an upgraded exterior finish compared to what is required. Exhibit C illustrates the smaller building that will be extensively remodeled. It uses the same exterior materials as the primary building. Exhibit D is an artist's rendering of the proposed facility. It is included only for illustrative purposes, and is not planned to be included in a proposed ordinance.

STAFF RECOMMENDATION:

The staff recommends that the appropriateness of this request is a judgment matter to be determined by the Planning and Zoning Commission. The historical facts and objectives do not tend to support this proposal. Approval would be contrary to the Council's thinking in 1997. However, the conditions shown on the attached exhibits would appear to present an attractive business compared to many used car business, but is not up to the standard one would expect to see for a new car dealership.

If the Planning Commission finds this request to be reasonable, we would recommend that any approval be subject to the following conditions:

- A. That this planned district shall be subject to the regulations of the LR-2, Local Retail District, except as otherwise stated below.**
- B. That in addition to the uses allowed in the LR-2 District, this property may also be developed with a used car sales business, subject to the following conditions:**
 - 1. That the used car business shall conform to the conditions shown on the attached Exhibits A, B and C in all respects.**
 - 2. That the two buildings will be located in the general locations on Exhibit A. Property line setbacks and building spacing shall conform to all Building Code requirements.**
 - 3. Exterior building materials shall include glazing and EFIS with a stucco finish. A standing seam metal roof shall be permitted.**
 - 4. All parking areas shall be paved in an all weather surface, such as asphalt or concrete.**
 - 5. The indicated landscaping shall be irrigated with an underground sprinkler system, and shall conform to Chapter 9 on landscaping found in Title XI.**
 - 6. All business signs shall conform to the Title 11, Chapter 7, Sign Code.**
 - 7. Auto servicing shall be allowed, but auto repair and body repair shall not be allowed.**
 - 8. Existing driveway geometry and design shall conform to current City of Midland standards.**



Jim Compton, Acting Planning Division Manager

Attachments:

Application
Maps
Exhibits A-D

Case Number: 2-13-039

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Fortune Partners Properties LLC

(432) 599-8456

Applicant Name

(Phone/e-mail)

2543 East 8th Street, Odessa, Texas

79761

Address

Zip Code

RGL Investments, Inc.

(432) 352-0344

Property Owner Name

(Phone/e-mail)

P.O. Box 485, Midland, Texas

79702

Address

Zip Code

Robert V. Rendall, Jr.

(432) 688-0246

Representative Name

(Phone/e-mail)

550 West Texas Avenue, Suite 800, Midland, Texas

79701

Address

Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. 2000 Rankin Highway

Lot 1, Block 3, Lindsay Acres, Section 2, an addition to the City of Midland,
Midland County, Texas.

PRESENT ZONE: LR-2

REQUESTED ZONE: PD SC

(List by tracts if more than one district is requested)

Reason for Zone Change Request: To expand current use of property

Present Use of Property: Warehouse storage for oil field equipment

Proposed Use of Property: The applicant proposes the Property be approved for all uses allowed under the LR-2 designation plus auto sales, new or used, and mechanical and body repair.

How will zone change affect the public health, safety and welfare? The proposed use will be an upgrade to the neighborhood and provide additional job opportunities.

Describe how conditions affecting the property have changed since present zoning designation: Current zoning was imposed several years ago, the current use appears to be a grandfather use.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes ☒ No

APPLICATION FEES:

- Single, standard zone change: \$400. Multiple, standard zone change: add \$100 per additional district.
- Single PD, Planned District zone change: \$550. Multiple PD proposal: add \$100 per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: X
Site Plan in digital format .pdf and .jpg: X

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

RGL Investments, Inc.

Property Owner (signature): Robert V. Rendall, Jr. Date: 7-31-13

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

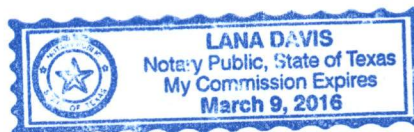
Before me, the undersigned authority, on this day personally appeared
Robert V. Rendall, Jr. who, being by me duly sworn, upon oath says: That (s)he is
authorized by RGL Investments, Inc., the owner of the above described property, to fully
represent him/her in this application and that (s)he had the legal right, power and authority to sign said
owner's name hereto as his/her attorney in fact.

[Signature]
Authorized Agent (signature)

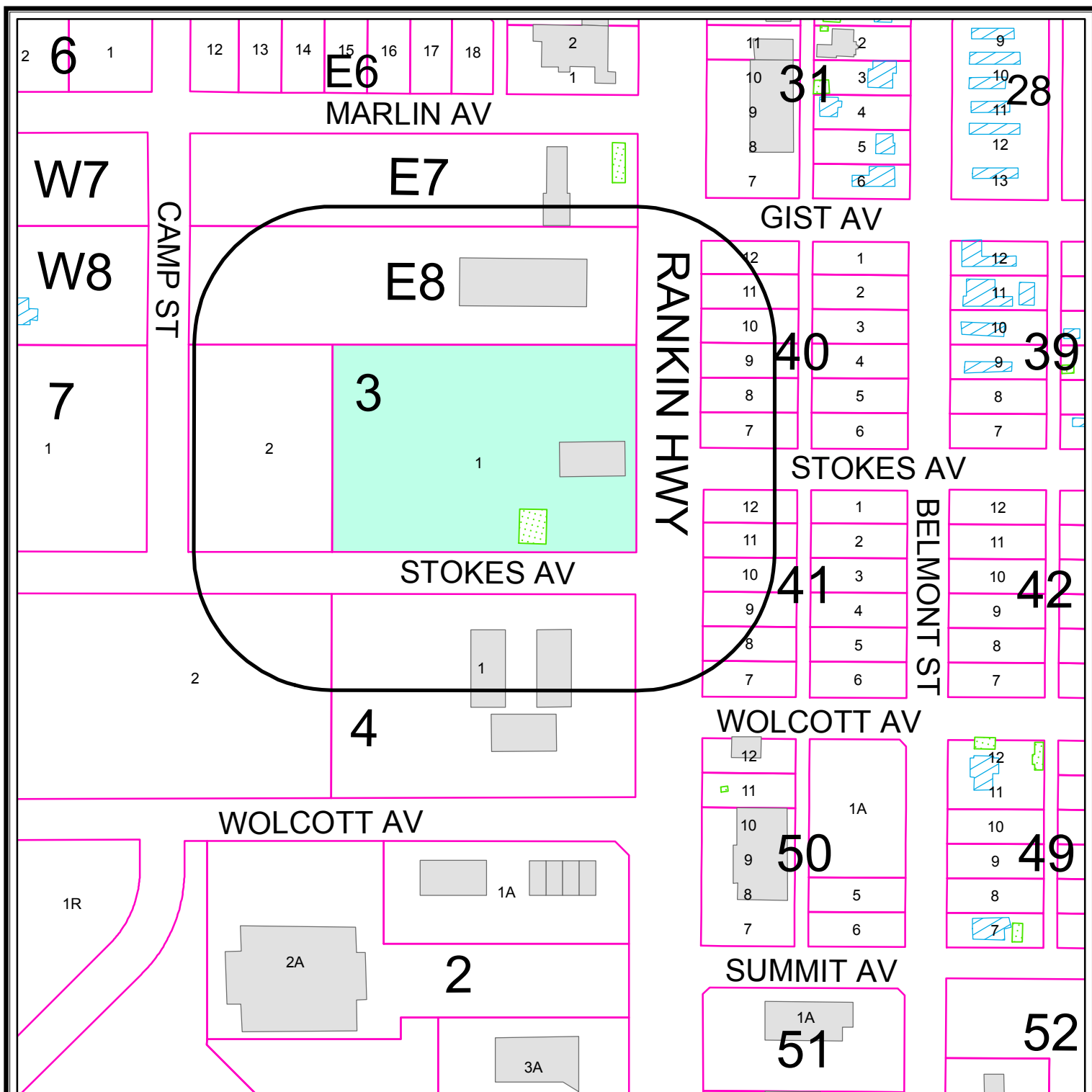
Subscribed and sworn to before me, this 31st day of July, 20 13, to certify which
witness my hand and seal of office.

Lana Davis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>XC</u>	Date: _____
Assigned: <u>JC</u>	
For: <u>p+z</u>	On: <u>7/16/13</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

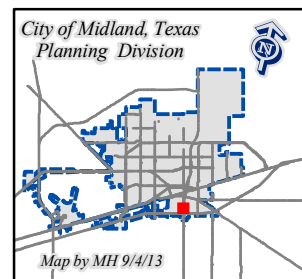
Z - 13 - 039

Scale: 1" = 200'

Consider a request for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center on Lot 1, Block 3, Lindsay Acres 2nd Section Addition, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:39 a.m. and consider an ordinance on a request by Chris Kawaja for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District on a 40.18-acre tract out of Section 23, Block 40, T-1-S, T&P RR Company Survey, Midland County, Texas (Generally located between Avalon and Golden Gate Drives, approximately 130 feet north of Gladiola, District 1)

Purpose:

Hold a public hearing at approximately 10:39 a.m. and consider an ordinance on a request by Chris Kawaja for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District on a 40.18-acre tract out of Section 23, Block 40, T-1-S, T&P RR Company Survey, Midland County, Texas

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This land was annexed in 2005, when it was zoned FD District. In 2010, ownership changed hands and it was zoned AE District. A third owner now wishes to construct a single-family neighborhood under the 1F-1 District regulations. A preliminary plat has been approved by the Planning and Zoning Commission which indicates one-half acre lots, instead of the 9,000 square foot lots allowed under the 1F-1 District. The reason for the larger lots is to allow sufficient area for septic systems, as there is no municipal sewer available. These lot sizes are consistent with the larger lots within this area. The Planning and Zoning Commission recommended approval of this request on September 16, 2013. The staff concurs with this recommendation.

Attachments:

September 16, 2013 Staff Report
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 40.181-ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A 1F-1, ONE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED BETWEEN GOLDEN GATE DRIVE AND AVALON DRIVE, APPROXIMATELY 130 FEET NORTH OF GLADIOLA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an 1F-1, One-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That 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 AE, Agriculture Estate District, and it shall be used as an 1F-1, One-Family Dwelling District, said property being described as follows:

A 40.181-acre tract of land out of Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein.

SECTION TWO. That the definitions given in the zoning regulations contained in

the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearthwater.com

LLANO ESTACADO - SECTION 4 - 40.181 ACRE TRACT

LEGAL DESCRIPTION: BEING 40.181 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF NORTHEAST QUARTER OF SECTION 23, BLOCK 40, T-1-S, T & P RR CO. SURVEY, IN MIDLAND COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT CONVEYED TO CATARINA RANCH INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NO. 2012-28461 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; THE WEST 30 FEET HEREOF LYING IN THE RIGHT-OF-WAY OF N. COUNTY ROAD 1242 (GOLDEN GATE DRIVE); SAID 40.181 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN FEBRUARY THRU AUGUST, 2013:

BEGINNING at a 1/2 inch iron rod with cap (N(Y) 10707783.20', E(X) 1723425.92') found in the common line of Section 24 of said Block 40 and said Section 23 for the southeast corner of Lot 1, Block 2 of the Llano Estacado Addition, Section 2, recorded in Cabinet H, Page 16 of the Plat Records of Midland, County, Texas, and the northeast corner hereof;

THENCE South 14°24'27" East a distance of 1326.23 feet along the common line of said Sections 23 and 24 to a 1/2 inch iron rod with cap found for the northeast corner of the Llano Estacado Addition recorded in Volume 633, Page 743 of the Deed Records of Midland County, Texas and the southeast corner hereof;

THENCE South 75°29'08" West a distance of 1321.51 feet along the north line of said Llano Estacado Addition to a 1/2 inch iron rod with cap found in the east line of that certain 380.2733 acre tract conveyed to Callon Petroleum Operating Company by deed recorded in Document No. 2012-0926 of said Official Records for the northwest corner of said Llano Estacado Addition and the southwest corner hereof;

THENCE North 14°20'01" West a distance of 1324.45 feet along the east line of said 380.2733 acre tract to a mag nail found for the northwest corner hereof;

THENCE North 75°24'28" East a distance of 1319.80 feet along the south line of said Llano Estacado Addition, Section 2, to the **POINT OF BEGINNING** and containing 40.181 acres of land, more or less.

Note: Bearings, distances, and acreage shown hereon are Grid, NAD83(CORS96-HARN), Texas Central Zone and are based on NGS CORS/OPUS solutions. Iron rods set are 1/2 inch by 24 inch steel rebar with blue plastic caps marked "WATSON-5498".

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas
Job no. 13-0132



August 22, 2013



CASE NO. 2-13-04 43.6

PLANNING AND ZONING COMMISSION

September 16, 2013

CASE: Z-13-040.

REQUEST: Hold a public hearing and consider a request for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District.

APPLICANT/OWNER: Chris Kawaja.

REPRESENTATIVE: Maverick Engineering.

LEGAL DESCRIPTION: A 40.18-acre tract out of Section 23, Block 40, T-1-S, T&P RR Company Survey, Midland County, Texas.

LOCATION: Between Avalon and Golden Gate Drives, approximately 130 feet north of Gladiola Avenue.

DETAILS OF REQUEST:

1. The applicant has submitted a preliminary plat application (also scheduled on the September 16th agenda) which proposes to develop this property into 59 residential lots. The current AE, Agriculture Estate District zoning requires a minimum lot size of two acres, and the average lot size shown on the plat is approximately one-half acre. Since the proposed lots do not meet the minimum area requirement of 40,000 square feet promulgated by the CE, Country Estate District, the applicant is proposing a change to the 1F-1, One-Family Dwelling District.

SURROUNDING ZONING AND LAND USE:

2. This property was annexed in 2005, at which time it was zoned FD, Future Development District. In 2010 it was rezoned to an AE District. The two parcels immediately to the north are also zoned AE District, while one lot farther north, on the south side of Briarwood Avenue, is zoned CE District. The land to the west, owned by Linn Energy, is zoned FD District and is vacant. The land to the south is zoned CE District, and is developed with the existing Llano Estacado neighborhood. The land to the west is zoned FD District and is vacant.

ANALYSIS:

3. Most of the surrounding land is zoned AE District, CE District or FD District. This indicates that the surrounding development is at a relatively low density, or the density is unknown at this time. This is likely a direct result of the lack of municipal sanitary sewer service in this area. While most 1F-1 Districts are served with sanitary sewer, with municipal water service, the minimum lot size need for a septic system is one-half acre. There are no nearby 1F-1 Districts within the area. However, water service is nearby, and the platting process will require the developer to install water lines to all of the proposed lots. With the surrounding low density, there is no change of having the City's infrastructure overloaded with too many homes. Further, this tract is large enough to avoid the spot zoning issue. Therefore, the staff finds this proposal to be reasonable.

As a footnote, the City's consultant hired to update the Zoning Code is recommending an additional residential zoning district with a minimum lot size of 20,000 square feet, to fill the gap between the 9,000 square foot minimum of the 1F-1 District and the 40,000 minimum size of a CE District lot. Such a lot would serve this proposal well.

STAFF RECOMMENDATION:

We recommend approval of this request for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District.



Jim Compton
Acting Planning Division Manager
Department of Development Services

Attachments:

Application
Maps

Case Number: 2-13-040

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Chris Kawaja 415-999-0560
Applicant Name (Phone/e-mail)

1977 Trestle Court Sparks, TX 89434
Address Zip Code

Chris Kawaja
Property Owner Name (Phone/e-mail)

Address Zip Code

Andrew Mellen 432-262-0616 Ex 107 amellen@maverickentities.com
Representative Name (Phone/e-mail)

1909 W. Wall St. Midland TX 79701
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. Please see attached Metes and Bounds

PRESENT ZONE: AE REQUESTED ZONE: IF1
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The objective is to plat out 0.5 acre tracts for ~~FF~~ type housing
IF1

Present Use of Property: Raw Land

Proposed Use of Property: Single Family Development

How will zone change affect the public health, safety and welfare? It will bennefit Midland with additional single family homes.

Describe how conditions affecting the property have changed since present zoning designation: The land has remained raw except for three Callon oil well locations.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes x No

APPLICATION FEES:

- Single, standard zone change: \$400. Multiple, standard zone change: add \$100 per additional district.
- Single PD, Planned District zone change: \$550. Multiple PD proposal: add \$100 per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan:

Site Plan in digital format .pdf and .jpg:

NA
NA

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Andrew L. Mellen Jr who, being by me duly sworn, upon oath says: That (s)he is authorized by Chris Kawaja, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

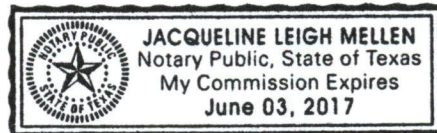
[Signature]

Authorized Agent (signature)

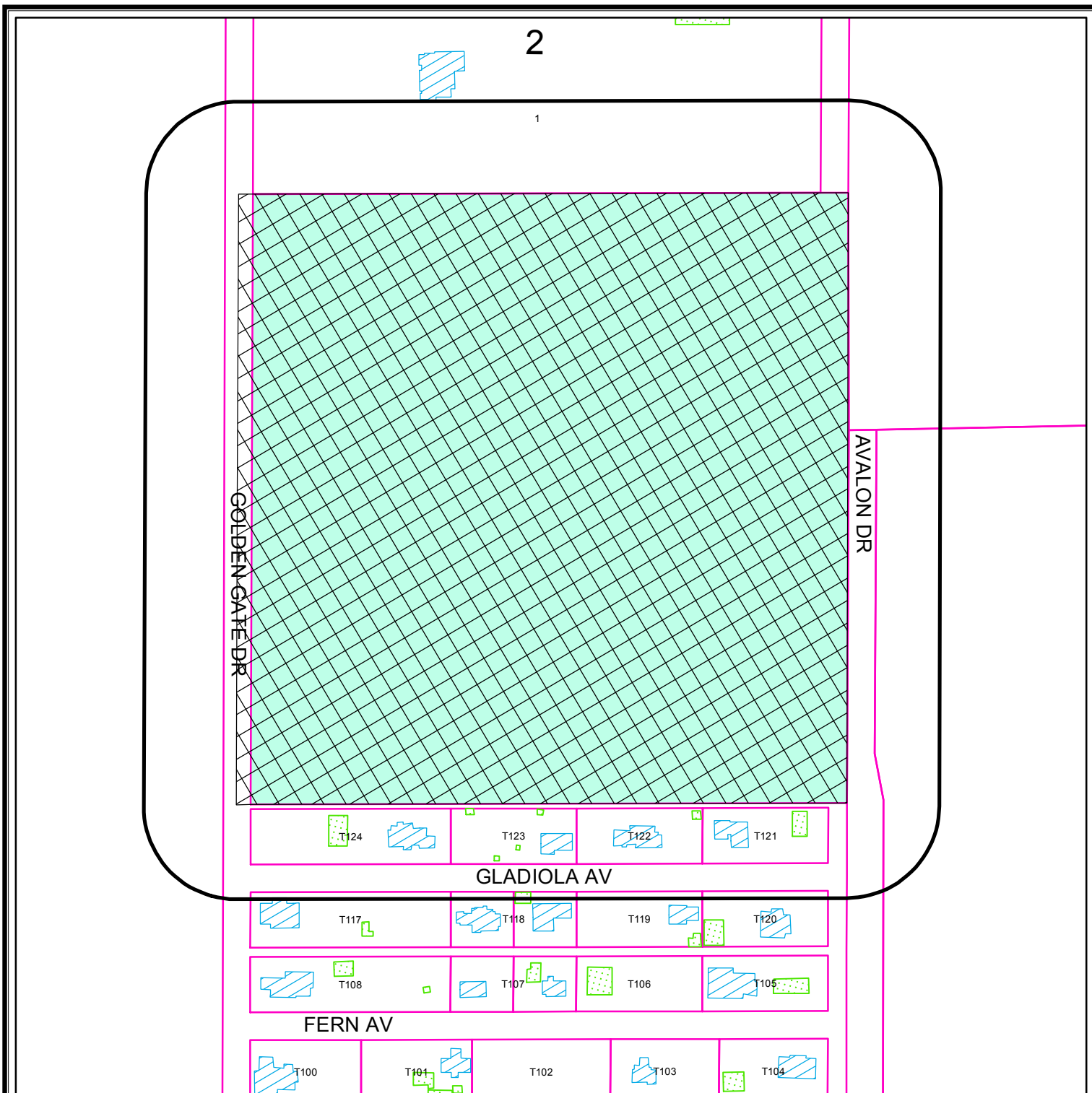
Subscribed and sworn to before me, this 23 day of AUGUST, 20 13, to certify which witness my hand and seal of office.

Jacqueline Leigh Mellen
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>JS</u>	Date: <u>9/23</u>
Assigned: <u>JC</u>	
For: <u>P+2</u>	On: <u>9/16/13</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

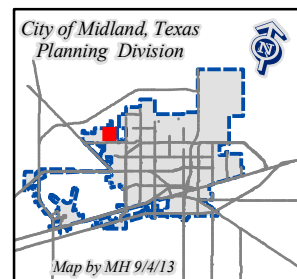
Z - 13 - 040

Scale: 1" = 300'

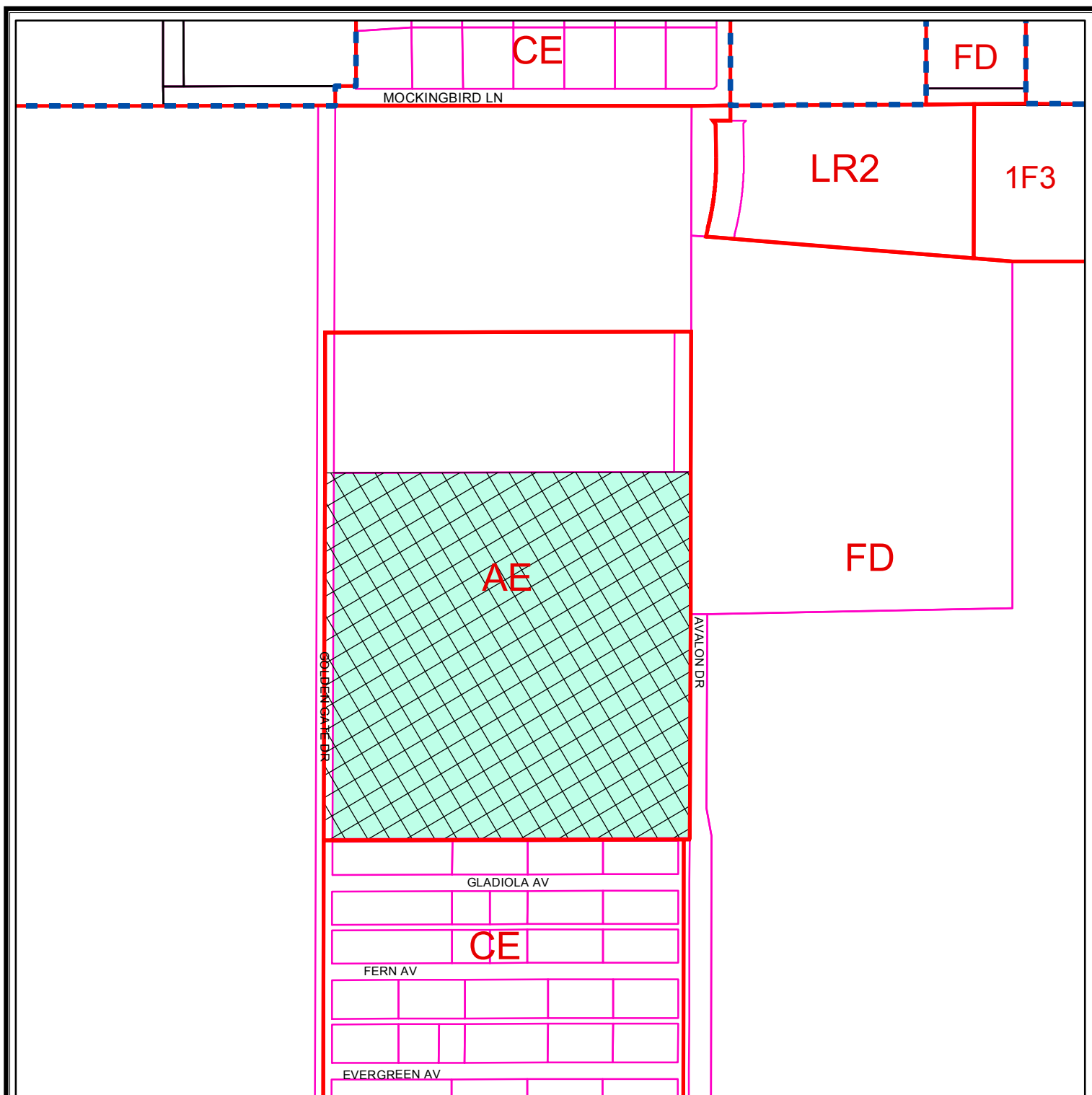
Consider a request for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District on a 40.181-acre tract of land out of Section 23, Block 40, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- ACCESSORY BLDGS
- PRIVATE BLDGS



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ZONING MAP

Z - 13 - 040

Scale: 1" = 500'

Consider a request for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District on a 40.181-acre tract of land ut of Section 23, Block 40, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

- ZONING
- CITY LIMITS
- CITY PARCELS
- COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:42 a.m. and consider an ordinance ON APPEAL on a request by Lamar Advertising/Sue Brannon for a Specific Use Permit With Term for an Electronic Billboard/Billboard Sign on a 1.807-acre tract of land out of Section 5, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the north side of W. Loop 250 North, approximately 675 feet west of N. Midkiff Road.) District – 1.

Purpose:

Hold a public hearing at approximately 10:42 a.m. and consider an ordinance ON APPEAL on a request by Lamar Advertising/Sue Brannon for a Specific Use Permit With Term for an Electronic Billboard/Billboard Sign.

Recommended City Council Action

☐ Approve

☒ Deny

☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant wishes to place a two-panel billboard (electronic on the west face, static on the east face) on the subject property which is on the north side of W. Loop 250 North (across the Midland Park Mall) and approximately 675 feet west of Midkiff Road. This property is zoned LR-2, Local Retail District, and includes three storage buildings. Billboards are a use permitted by right in the C-2, C-3, LI, and HI Districts. They are permitted in an LR-2, LR-3, C-1, and BP Districts through the approval of a Specific Use Permit. In this case, the proposed billboard, as shown in Exhibit B, will have a sign area

of 392 square feet (14' X 28') with a maximum height of 30 feet.

The analysis of the location of the billboard was two-fold: examining the requirements listed in the City Code and examining a 1978 policy adopted by the Planning and Zoning Commission. First, according to Title 11, Chapter 7a, "Revised Outdoor Sign Regulations," and in particular, Section 8, "Billboards and Electronic Billboards," of Midland's City Code, each of the requirements listed are met. These requirements included the separation distance between billboards (1,500 feet from other billboards or property zoned for a Specific Use Permit for a billboard), maximum height (30 feet), maximum sign area (400 square foot limit for electronic sign faces), limiting the sign face of the billboard to one direction, setbacks (minimum front yard setback of 15 feet for the LR-2 District), distances from MF-2 District and less restrictive districts (150 feet), and lighting.

Second, this billboard request was compared to the Midland Master Plan 2025 and the 1978 Planning and Zoning Commission policy regarding criteria for evaluating requests for Specific Use Permits for Billboards. The Signage section of the Comprehensive Plan recommends that future billboards should be prohibited along Interstate Highway 20, Business I-20, Loop 250, La Entrada, and Ports-to-Plains. The 1978 policy states that billboards should only be considered along major thoroughfares which carry state traffic, that billboard locations should be limited to major commercial concentrations along these routes where the billboard would conform to the character of the area, and that billboards should be avoided in shopping center locations which serve residential areas. Loop 250 does not serve as a state highway artery, but rather carries residential traffic to different areas of the City. The City Council over the years has also indicated that portions of Loop 250, especially the portion between Andrews Highway and Big Spring Street, should maintain a residential character rather than an area with concentrations of commercial development (this area of Loop 250 contains single-family homes and apartments, as well as some retail areas along major arterial intersections and the Midland Park Mall). This proposed billboard would be in a shopping center location serving residential areas. Additionally, there are no other billboards along North Loop 250. There is one billboard located by the Midland Park Lanes bowling alley. While the staff did not support this location, the City Council found it to be reasonable, and the request was approved at first reading with a 4-3 vote, and at second reading with a 4-1 vote in 1987. A limited number of billboards are located along West Loop 250, but this is due to this area being zoned C-3 District where billboards are allowed by right. In conclusion, staff finds that while this application meets the objective criteria, it fails to meet the subjective policy criteria.

The Planning and Zoning Commission voted unanimously for denial of this request, and staff concurs. Should the City Council find the site to be a reasonable location for the billboard, we recommend that any approval be subject to the conditions contained in the attached ordinance proposal.

Attachments:

Application
Maps
September 16, 2013 Staff Report
Exhibits A and B
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS 1.807-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 675 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR A BILLBOARD; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned LR-2, Local Retail District, to-wit:

A 1.807-acre tract of land out of Section 5, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term for a billboard, together with the uses permitted in the present LR-2, Local Retail District.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

1. That the location of billboard shall conform to the site plan, which is attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. That the billboard shall conform to Exhibit “B”, which is attached hereto and incorporated herein for all purposes; the maximum height of the billboard shall not exceed 30 feet, and the maximum square footage in area per sign face shall not exceed 392 square feet.
3. That the billboard shall conform to the City of Midland sign code.
4. That the billboard shall comply with Texas Department of Transportation regulations.
5. That the applicant, Lamar Outdoor Advertising, shall obtain a Certificate of Occupancy prior to using this billboard for advertising to ensure the conditions of this permit are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by

the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

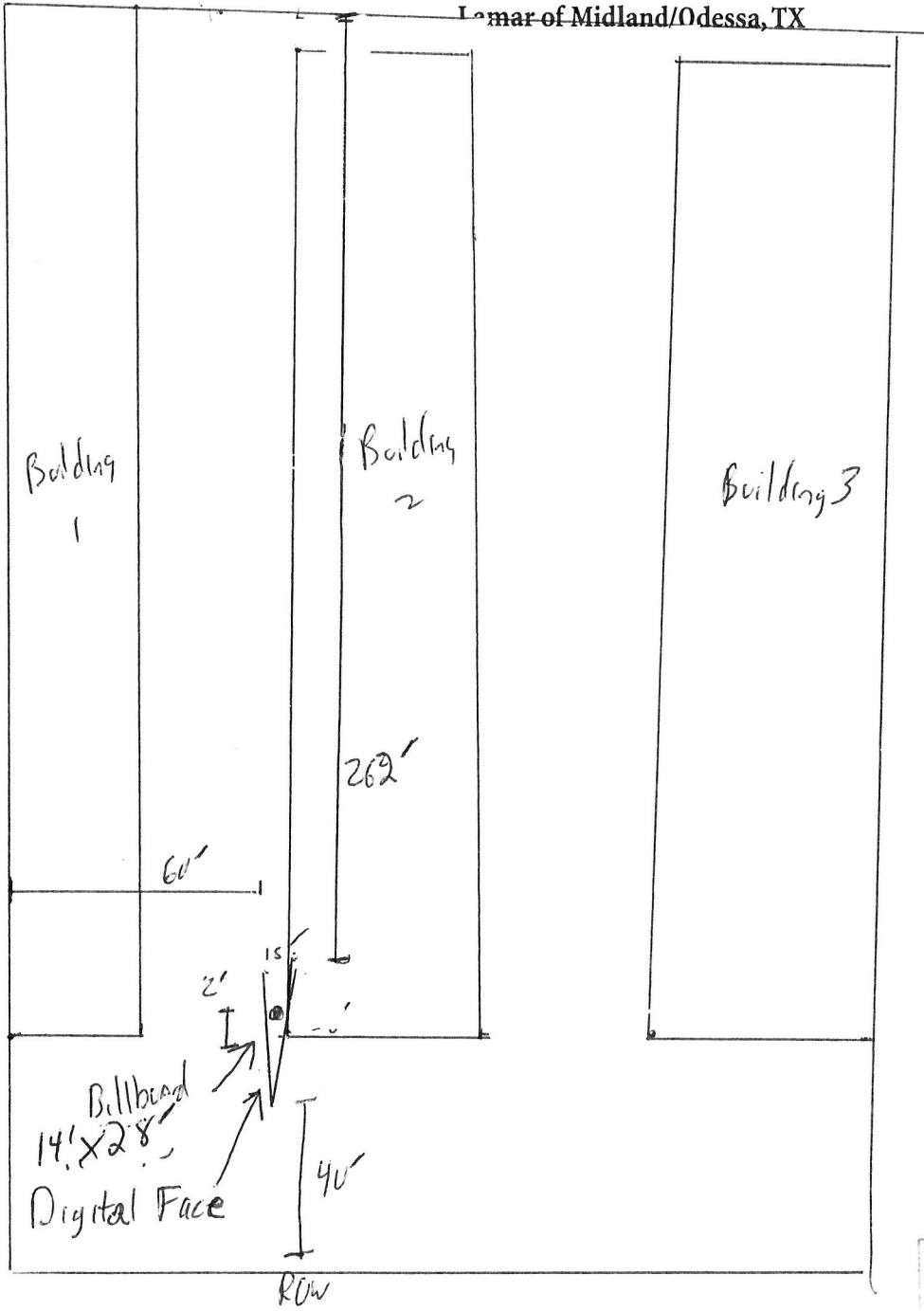
APPROVED AS TO FORM:

Keith Stretcher, City Attorney



Lamar of Midland/Odessa, TX

N
1' = 50"



Loop 250

3400 W Loop 250

RECEIVED
SEP - 5 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

EXHIBIT A



LAMAR ADVERTISING COMPANY

3400 W Loop 250 N

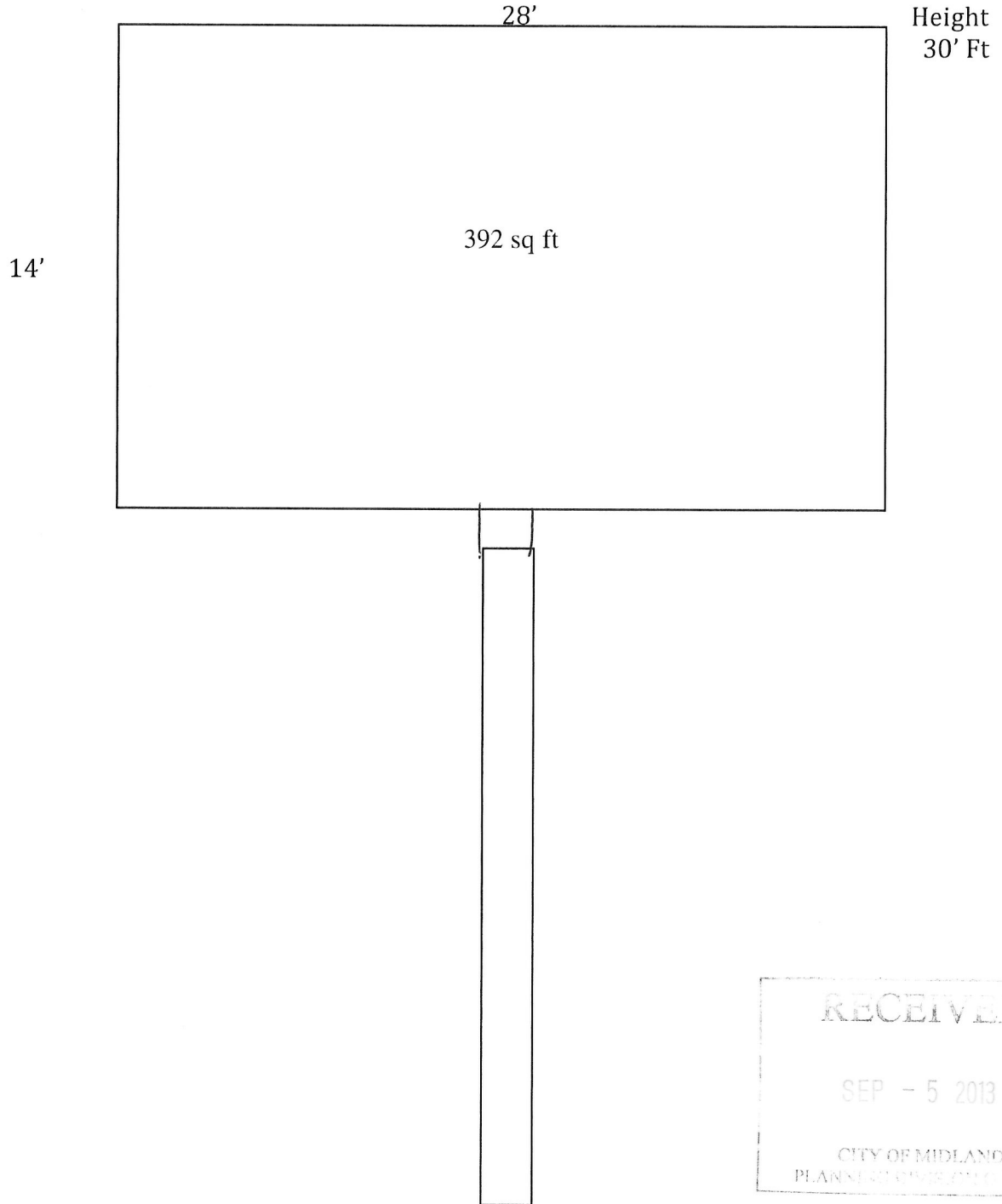


EXHIBIT B

P.O. Box 10586 Midland, Texas 79702
(432) 683-8571 • FAX (432) 683-8595

CASE NO. S-13-011

PLANNING AND ZONING COMMISSION

September 16, 2013

CASE: S-13-011, Lamar Advertising/Sue Brannon.

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit with Term for an Electronic Billboard/Billboard Sign.

APPLICANT: Lamar Advertising.

OWNER: Sue Brannon.

LEGAL DESCRIPTION: On a 1.807-acre tract of land out of Section 5, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located on the north side of W. Loop 250 North, approximately 675 feet west of N. Midkiff Road.

CURRENT ZONING: LR-2, Local Retail District.

DETAILS OF REQUEST:

1. The applicant wishes to construct an electronic billboard on the owner's property located north of W. Loop 250 North (across the Midland Park Mall), and approximately 675 feet west of Midkiff Road. The unplatted property is within an LR-2, Local Retail District, and includes three storage buildings. Typically, billboards are a use permitted by right in the C-2, C-3, LI, and HI Districts. However, a Specific Use Permit is required for a billboard within the LR-2, LR-3, C-1, and BP Districts. Thus, this request requires approval of a Specific Use Permit for a billboard prior to obtaining a sign permit. The billboard will have a maximum height of 30 feet. The dimensions of the billboard will be 14' X 28' feet, totaling a sign area of 392 square feet. The location of the billboard will be two feet north of the front of Building 2 (which is setback 40' from the front property line) and 60' from the west property line (on the west side of Building 2), as shown in the Site Plan (Exhibit A). The V-shaped billboard will include two panels (with a distance of 15' at the opening end of the "V") consisting of the electronic portion of the billboard facing west, and a static, vinyl wrapped billboard facing the east.

SURROUNDING ZONING AND LAND USE:

2. The property is located within an LR-2, Local Retail District. To the north is a vacant 1F-1, One-Family Dwelling District owned by the City. To the west is a MF-1, Multi-Family Dwelling District, location of the Waterford at North Park Apartments. To the south across Loop 250 is the Midland Park Mall within a PDSC, Planned District for a Shopping Center. Finally, to the east is a continuation of the LR-2, Local Retail District, including uses such as a Kent Kwik, McDonalds, 7-Eleven, and Burger King.

ANALYSIS:

3. Title 11, Chapter 7a, "Revised Outdoor Sign Regulations," and in particular, Section 8, "Billboards and Electronic Billboards," of Midland's City Code, lists several requirements that must be met prior to approval of billboards:
 - Minimum Separation:
 - Static: No billboard location may be approved which is within 1,000 feet of an existing billboard, or property zoned with a Specific Use Permit with term for location of a billboard on the same side of the street, or within 1,500 feet of an existing electronic billboard or property zoned with a Specific Use Permit with term for an electronic billboard on the same side of the street.
 - Electronic: No electronic billboard location may be approved which is within 1,500 feet of an existing billboard on the same side of the street, or within 1,500 feet of any other electronic billboard facing the same direction of travel, or within 1,500 feet of a property zoned with a Specific Use Permit with Term for the location of any billboard on the same side of the street.
 - As this sign is a combination of the two types (static and electronic), any future billboard requests will be bound by the more restrictive standard).
 - Maximum Height: 30 feet, for both static and electronic.
 - Maximum Sign Area:
 - Static: The total area of each sign face shall not exceed 672 square feet.
 - Electronic: 400 square feet.
 - Limits of Sign Face: A billboard shall be limited to a single face viewed from any one direction, for both static and electronic.

- Setbacks: Same as the setbacks required for buildings in the zoning district (LR-2 front setback is a minimum of 15'), for static and electronic.
- Distance from MF-2, Multi-Family Dwelling District, or More Restrictive Districts:
 - Static: 75 feet.
 - Electronic: 150 feet.
- Lighting:
 - Static: Exterior lighting to be shielded to prevent glare.
 - Electronic: No external lighting shall be used to illuminate the electronic billboard.
- Electronic Billboards: Compliance to other information listed in the City Code such as prohibitions on display and animations, operation requirements such as light intensity and message transition, and emergency notification requirements must be met.

The location and design of the proposed billboard complies with the City Code on all of the points listed above. There are no other billboards within 1,500 feet of this proposed billboard or a property zoned for Specific Use Permit for a billboard. The maximum height is 30' as required by the Code. The static sign area does not exceed 672 square feet, and the electronic billboard sign face is less than 400 square feet. The billboard is limited to a single face viewed from any one direction. The setbacks for the LR-2 District are met. The distances to the surrounding zoning which are MF-2 or less restrictive are in compliance; the closest 1F-1, One-Family Dwelling District, to the north is at least 262 feet away as shown in Exhibit A, and the distance to the MF-1, Multi-Family Dwelling District (the Waterford at North Park Apartments) to the west, is approximately 415 feet away. The applicant is proposing two external lighting fixtures on the vinyl wrapped east face, and internal LED lighting for the west, electronic face. The applicant is also aware of the other electronic billboard requirements.

Although the billboard meets all the requirements of the City Code, the Comprehensive Plan and a 1978 policy suggest that locations of billboards are also subjective. According to the Signage section of the Midland Master Plan 2025, it has been recommended that future billboards should be prohibited along Interstate Highway 20, Business I-20, Loop 250, La Entrada, and Ports-to-Plains. Additionally, in July 1978, the Planning and Zoning Commission had unanimously adopted a policy regarding the placement of billboards to assist in evaluating Specific Use Permits. Essentially, this policy states the following:

1. That billboard locations should be considered only along major thoroughfares which carry state highway traffic through the city, including streets such as Garden City Highway, Florida Avenue,
2. Andrews Highway, Big Spring Street, Rankin Highway, Business I-20, I-20, Fairgrounds Road, and certain segments of the Loop.
3. That billboard locations along these routes should be limited to areas of major commercial concentrations where the billboards would conform to the character of the area.
4. That billboards should be avoided in shopping center locations which serve residential areas.
5. That size, setback, height, spacing, and lighting restrictions should also be considered when evaluating such requests.

Loop 250 does not primarily serve as a state highway artery; the primary function of the loop is to intercept residential traffic and carry it to other areas of the City. Based on these policies, staff believes that this proposed billboard would not fit the character of the area. Although the policy indicates that segments of Loop 250 may be considered appropriate, the City Council over the years has indicated that the portion of Loop 250 between Andrews Highway and Big Spring Street should maintain an overall residential character, as opposed to an area with high concentrations of commercial development. Indeed, this section of Loop 250 is surrounded with single-family homes and apartments. Of course, restaurants and shopping areas do also exist, but are mainly along intersections with arterial streets. This proposed billboard location is also directly across the Midland Park Mall, which is Midland's largest concentration of retail development. Further, the billboard at this location would be within a retail district which serves residential areas, and goes against the intent of the policy. There is only one other billboard on the north Loop by the Midland Park Lanes bowling alley (by Holiday Hill Road). The 1987 report indicated that staff had recommended denial of a billboard at this location, although it was ultimately approved by the Planning and Zoning Commission and City Council. There are some billboards along West Loop 250. However, this area (between Andrews Highway and I-20) is intended to have a different character than the north portion of Loop 250. The billboards which are in place adjacent to West Loop 250 are mainly in place because they are allowed by right in those zoning districts (C-2, C-3, LI, HI). Thus, although the billboard meets the objective requirements of the City Code, it is inconsistent with the subjective criteria recommended by this policy.

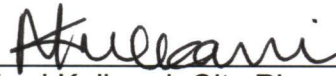
STAFF RECOMMENDATION:

Staff recommends disapproval of this request for a Specific Use Permit with Term for an Electronic Billboard/Billboard Sign. Should the Planning and Zoning Commission find this site to be a reasonable location for the billboard, we recommend that any approval be subject to the following conditions:

- A. That the location of the billboard shall conform to the Site Plan (Exhibit A);
- B. That the billboard shall conform to Exhibit B:
 - a. That the maximum height of the billboard shall not exceed 30 feet;
 - b. That the maximum square footage in area per sign face shall not exceed 392 square feet.
- C. That this billboard shall conform to all conditions of the current Midland Sign Code;
- D. That the billboard must comply with all state requirements from TxDot along Loop 250.
- E. That the applicant, Lamar Advertising, shall obtain a Certificate of Occupancy prior to using this billboard for advertising to ensure the conditions of this permit are satisfied;



Jim Compton
Acting Planning Division Manager
Department of Development Services



Madhuri Kulkarni, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A and B

Case Number:

5-13011

CITY OF MIDLAND
Planning Division

SPECIFIC USE PERMIT APPLICATION

Lamar Advertising 432-683-8571
Applicant Name Contact Phone #s
1011 S. Garfield 79701
Address Zip Code
E-Mail address: cstokes@lamar.com

*- gen manager
Chris*

Sue Brannon 432-694-5588
Property Owner Name Contact Phone #s
4501 Cardinal Lane 79707
Address Zip Code
E-Mail address: n/a

Operator (if different from Applicant or Property Owner) Contact Phone #s
Address Zip Code

Type of Permit: Billboard/digital

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.)

3400 W Loop 250
Acres 1.807, SEC: 5 SE/4, SURV: H P Hilliard, BLK: X

Current Zoning: R2

Maximum Floor Area: n/a Max. Occupancy: n/a

Proposed hours and days of use or operation: n/a

Reason for request: special use permit required for billboard in R2

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: proper spacing from residential area
and commercial zoning

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: _____ Date: 8/6/13

Property Owner: _____ Date: _____

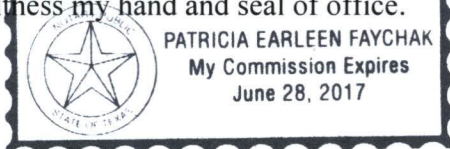
If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Chris Stokes who, being by me duly sworn, upon oath says: That (s)he is authorized by Sue Brannen, 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.

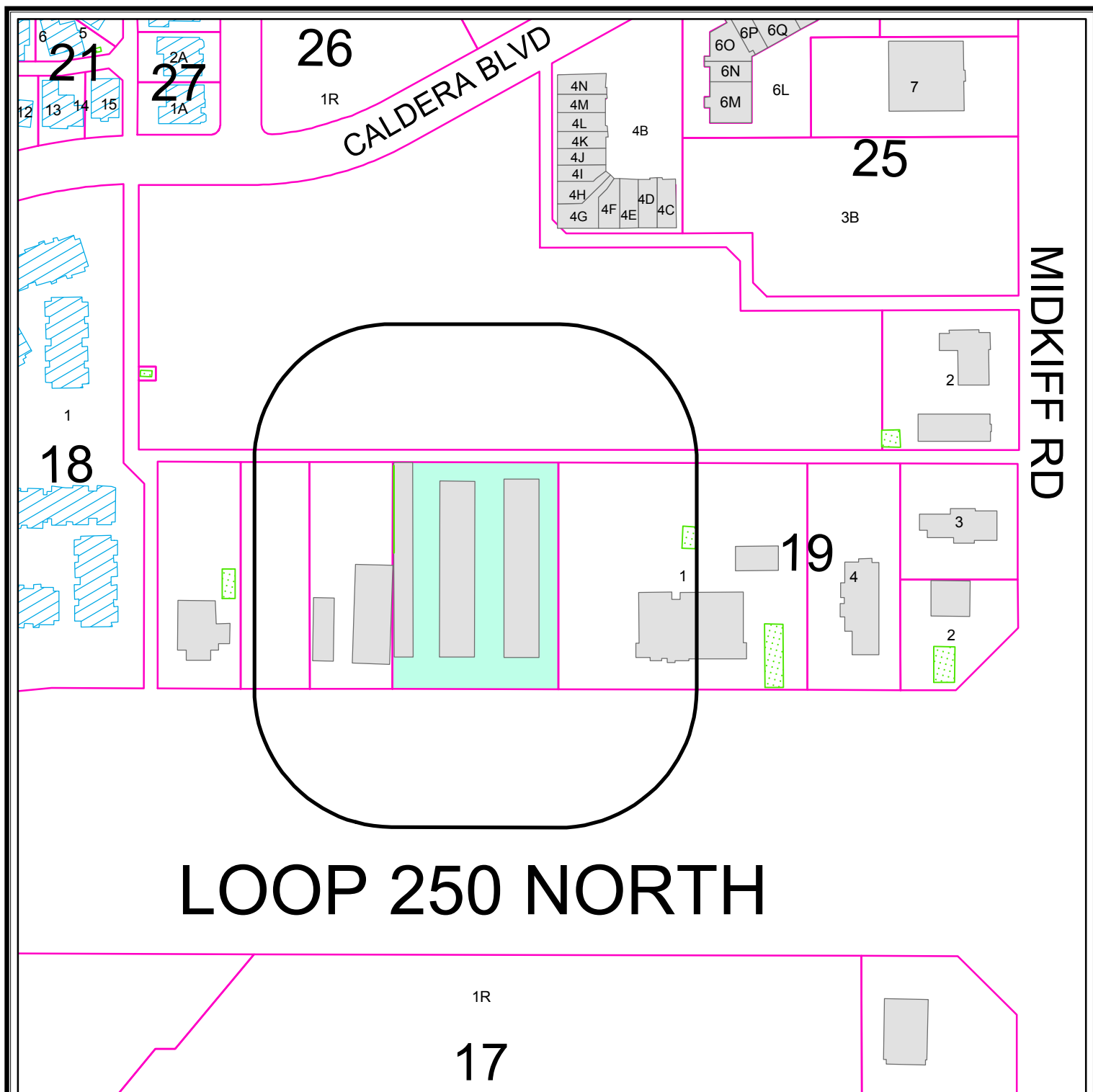
Subscribed and sworn to before me, this 6th day of August, 2013, to certify which
witness my hand and seal of office.



Patricia Faychak
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>TS</u>	Date: <u>8/9</u>
Assigned: <u>MK</u>	
For: <u>P&Z</u>	On: <u>9/10/13</u>

****Application will not be considered for scheduling until reviewed by a planner.****



LOOP 250 NORTH

PROPERTY OWNER NOTIFICATION MAP

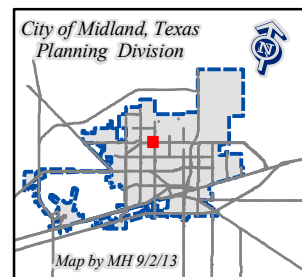
S - 13 - 011

Scale: 1" = 200'

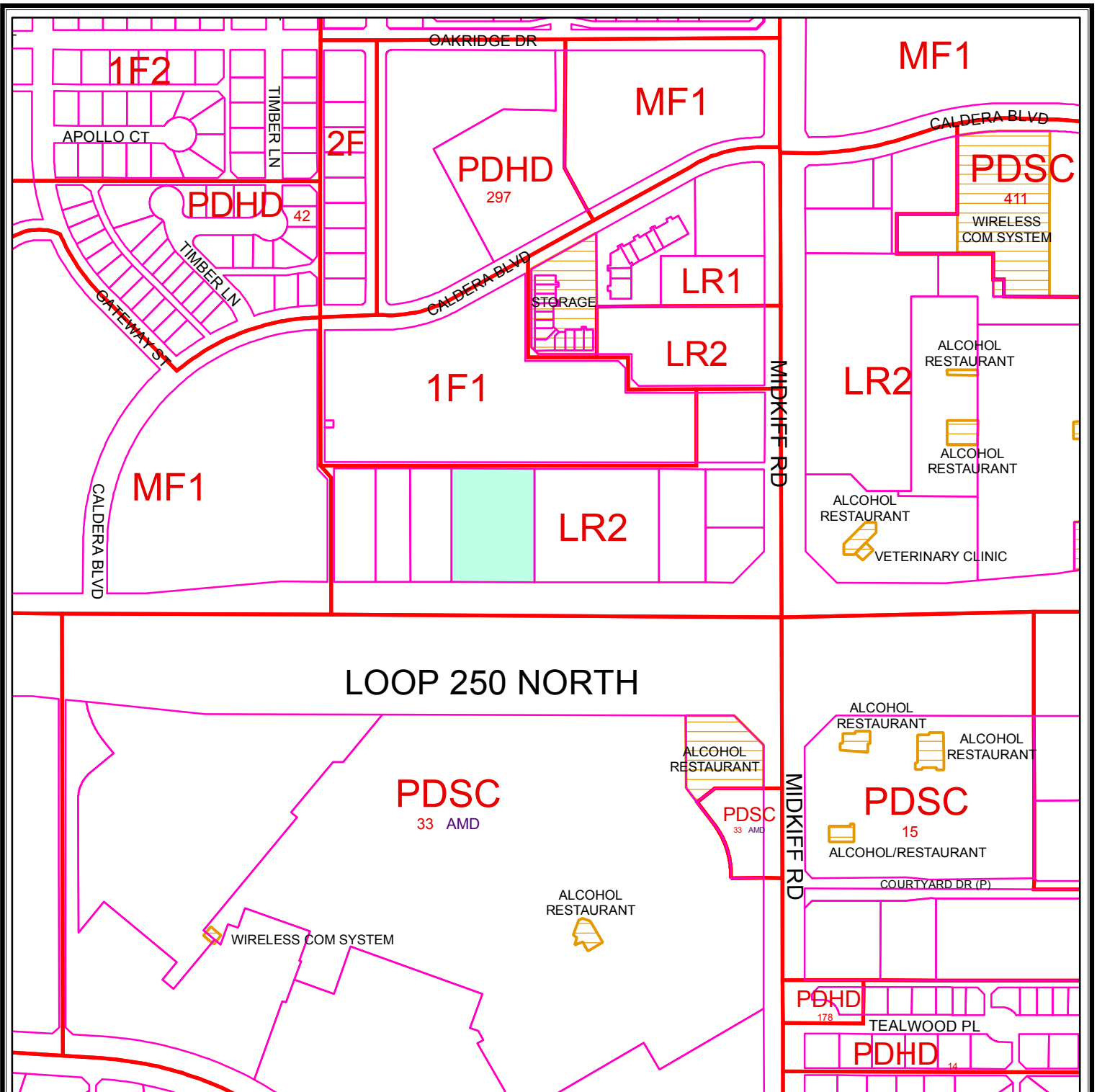
Consider a request for a Specific Use Permit with Term for an Electronic Billboard/ Billboard Sign, on a 1.807-acre tract of land out of Section 5, Block "X", H. P. Hilliard Survey, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

S - 13 - 011

Scale: 1" = 400'

Consider a request for a Specific Use Permit with Term for an Electronic Billboard/ Billboard Sign, on a 1.807-acre tract of land out of Section 5, Block "X", H. P. Hilliard Survey, City and County of Midland, Texas.

LEGEND

ZONING PARCELS SPECIFIC USE PERMITS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/8/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider an ordinance granting to Oncor Electric Delivery Company LLC, its successors and assigns, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Midland, Texas, providing for compensation therefor, providing for an effective date and a term of said franchise, providing for written acceptance of this franchise, providing for the repeal of all existing franchise ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns, and finding that the meeting at which this ordinance is passed is open to the public.

Purpose:

Approval of an ordinance renewing the City's electric franchise agreement with Oncor Electric Delivery Company.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Franchise fees will remain unchanged.

Discussion:

Staff is recommending approval of the renewal of the electric franchise agreement for ten years. This agreement has been significantly revised from the existing agreement. Please see the attached memo from Robert Patrick, Assistant to the City Manager, for details of the revisions.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF MIDLAND, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION 1. GRANT OF AUTHORITY: That there is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, public ways and other public property (Public Rights-of-Way) of the City of Midland, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for its own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 7, subject to this consent by the City in accordance with Texas Utilities Code, and in accordance with the Public Utility Regulatory Act (PURA) and any other applicable laws, rules, and regulations.

B. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain its system facilities within the Public Rights-of-Way of the City. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time. The grant to Company in Section 1 is subject to the terms and conditions contained in this Franchise, PURA, the Texas Constitution, the Midland City Charter, and the City's applicable Code of Ordinances, including Section 9.1.1 – "Excavation and Placement of Utilities" of the City's Municipal Code, all as amended, and subject to applicable and controlling local, state and federal laws, rules, and regulations, including the laws, rules and regulations of any and all

agencies thereof, whether presently in force or whether enacted or adopted at any time in the future and this Franchise agreement. This franchise agreement shall in whether enacted or adopted at any time in the future. This franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under PURA, other state or federal laws, rules or regulations, and the Texas Constitution. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City, that Company believes is in violation of any federal, state, or local laws, rules, or regulations. The City shall provide Company notice and opportunity to review and comment upon proposed ordinances relating to the Public Rights-of-Way.

C. This Franchise does not grant to the Company the right, privilege or authority to engage in any other activities within the City other than as specified in this Franchise.

SECTION 2.

A. Poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways.

B. Company shall, except in cases of (i) emergency conditions or (ii) routine maintenance and repair of facilities that do not involve any of the following (a) cutting or breaking of pavement or (b) closure of traffic lane for longer than 24 hours or (c) boring or (d) excavation greater than 100 cubic feet or (iii) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way or (iv) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole or (v) installation of aerial lines on less than 11 existing or new poles, provide City reasonable advance notice, and obtain a permit, (if required by City Ordinance), prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct and maintain its facilities in conformance with the applicable provisions of the National Electric Safety Code (NESC) or such comparable standards as may be adopted if the NESC is no longer the controlling standard, and in a good and workmanlike manner.

C. The City retains the right to make visual, non-invasive inspections of the Company's

facilities and upon reasonable notice and request, to require the Company to make available for inspection records or data to demonstrate its current compliance with the terms of this Franchise.

D. The location of Company's facilities in the Public Rights-of-Way shall be subject to approval by the City Manager or the City Manager's designated representative (the "Manager") prior to construction; provided however, said approval shall not be unreasonably withheld. This approval will be obtained through the City's permitting process (if required by City Ordinance). In the event of a conflict between the location of the proposed facilities of Company and the locations of the facilities of City or other Public Rights-of-Way users which exist or have been authorized by the City, the Manager shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way, The Manager will designate a reasonable alternate location in City's Public Rights-of-Way for Company's facilities if a reasonable alternate location exists. The Company will use reasonable efforts to work with the City to avoid installing its facilities in park or City property other than utility easements or street, alley, or highway Rights-of-Way. Company has the right to request City Council review of this or any actions concerning Company's use of the Public Rights-of-Way.

E. The Company shall restore, to the extent practicable and at the Company's expense, all work within the City Rights-of-Way by Company, to a condition equally as good as it was prior to being disturbed by Company's (and/or the Companies Subcontractor) construction, excavation, repair or removal or to a condition mutually agreed upon by City and Company. Company shall restore the City's Right-of-Way in accordance with Section 9.1.1 – "Excavation and Placement of Utilities" of the City's Municipal Code if reasonable and not in conflict with applicable federal and state laws, rules, and regulations and this Franchise agreement.

F. Company shall cooperate with the City in providing information regarding the location of current and future overhead and underground wires and poles within City's Public Rights-of-Way. Reproducible copies of maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to the City upon reasonable request, if available. The maps shall be provided in electronic digital format, if available.

SECTION 3. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like. Upon request by City, Company shall relocate its facilities at the expense of the City except as otherwise required by Section 37.101(c) of PURA, which statutory provision currently states, the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street. City and Company further agree that widening and straightening of a street include the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (meaning sidewalks done in conjunction with widening or straightening of a street), provided that the City shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way of the street. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code.

If the City requires the Company to adapt or conform its Facilities, or in any manner to alter, relocate, or change its Facilities to enable any other corporation or person to use, or use with greater convenience, said street, alley, highway, or public way, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities.

If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the

Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4.

A. In consideration of the granting of this franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's system in the public Rights-of-Way, including any reasonable court costs, expenses and defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.

C. In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain

counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 4.B and 4.C.

SECTION 5. LIABILITY INSURANCE: Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) aggregate. This coverage shall include the following:
 - (1) Products/completed operations to be maintained for the warranty period.
 - (2) Personal and advertising injury.
 - (3) Contractual liability.
 - (4) Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000.00) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
- C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000.00) bodily injury each accident, five hundred thousand dollars (\$500,000.00) each employee bodily injury by disease, and five hundred thousand dollars (500,000.00) policy limit bodily injury by disease Coverage B employers' liability is required. Company must provide the City with a waiver of subrogation for worker's compensation claims.
- D. Company must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, employees and volunteers, as an additional insureds under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.
- E. Coverages required to be maintained under Sections 5.A, 5.B., and 5.C. shall include a waiver of subrogation in favor of the City, its officers, agents and employees.
- F. Company will require its contractors and subcontractors to maintain, at their sole cost

and expense, a minimum of three million dollars (\$3,000,000.00) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000.00) bodily injury each accident, five hundred thousand dollars (\$500,000.00) each employee bodily injury by disease, five hundred thousand dollars (\$500,000.00) policy limit bodily injury by disease.

The Company will provide proof of its insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 6. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- (a) A final quarterly payment was made on or before June 1, 2013 for the privilege period of January 1 through March 31, 2014 in accordance with the provisions in the previous franchise agreement.
- (b) As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002944 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003091 (the “Current Factor”), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries on an annual basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time in the future disallow Company’s recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002944 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Payments will be paid on a quarterly Pre-pay schedule as follows:

<u>Payment Due</u>	<u>Basis Period</u>	<u>Privilege Period (Following Year)</u>
September 1	Apr. 1 – Jun. 30	Apr. 1 – Jun. 30
December 1	Jul. 1 – Sept. 30	Jul. 1 – Sept. 30
March 1	Oct. 1 – Dec. 31	Oct. 1 – Dec. 31
June 1	Jan 1 – Mar. 31	Jan. 1 – Mar. 31

1. The first quarterly payment hereunder shall be due and payable on or before September 1, 2013 and will cover the basis period of April 1, 2013 through June 30, 2013 for the privilege period of April 1, 2014 through June 30, 2014. If this Franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this agreement. The final payment under this franchise is due on or before June 1, 2023 and covers the basis period of January 1, 2023 through March 31, 2023 for the privilege period of January 1, 2024 through March 31, 2024; and
2. After the final payment date of June 1, 2023, Company may continue to make payments in accordance with the above schedule. The City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term

of this franchise and that such continued payments will be recognized in any subsequent franchise agreement as full payment for the relevant periods.

- (c) a sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in its Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company’s current approved Tariff.
1. The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January through December 31 of each calendar year.
 2. The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Section 6(c), received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April, 30 2014 and will be based on the calendar year January 1 through December 31, 2013. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2025 and will be based on the calendar months of January 1 through March 31, 2024.
 3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
 4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
 5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.

6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.
- (d) With each payment of compensation required by Section 6.B, Company shall furnish to City a statement that provides the franchise basis period, the total amount of kilowatt hours of electricity delivered during the franchise basis period by the Company to retail customers whose consuming facility's point of delivery is located within the City's municipal boundaries, and the privilege period covered by the payment. The parties agree that any information exchanged or provided to the other party is true and correct to the best of their knowledge.
- (e) With each payment of compensation required by Section 6.C, Company shall furnish to the City a statement reflecting the total amount of gross revenues received by Company within the City's municipal boundaries for services identified in its Tariff, Section 7.1.2, "Discretionary Service Charges," Items DD1 through DD24. The parties agree that any information exchanged or provided to the other party is true and correct to the best of their knowledge.
- (f) If Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest from such due date until payment is received by City. Interest shall be calculated in accordance with the interest rate for customer deposits established by the PUC in accordance with Texas Utilities Code Section 183.003 for the time period involved.

SECTION 7. This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on March 31, 2024; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such

renewal period.

SECTION 8.

- A. This Section 8 applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b) which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise Agreement.
- B. In the event of an occurrence as described in Section 8.A hereof, City shall have the option to:
 - 1. Have Company select, within 30 days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and
 - 2. Modify this franchise agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Section 8.B.1. In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Section 8.B.1.
- C. City may not exercise the option provided in Section 8.B if any of the provisions that would be included in this franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law Code, or Charter of City.
- D. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option under Section 8.B, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional

franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise made pursuant to Section 8.B, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under Section 8.B.

- E. Notwithstanding any other provision of this franchise, should the City exercise the option provided in Section 8.B, and then adopt any rule, regulation, ordinance, law, Code, or Charter of City that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this franchise pursuant to Section 8.B, then Company shall have the right to cancel all of the modifications to this franchise made pursuant to Section 8.B and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the franchise shall revert to those in place prior to the City's exercise of its option under Section 8.B.
- F. The provisions of Section 8.A apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of Section 8.A do not apply to differences in the franchise fee factor that result from the application of the methodology set out in Section 33.008(b) of PURA or a successor methodology.

SECTION 9. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 10.

RECORDS AND REPORTS

- A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.
- B. Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. The City may, if it sees fit, and upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed herein.
- C. The Company shall make available to the auditor during the Company's regular

business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore.

1. If as the result of any City audit, Company is refunded/credited for an overpayment, or pays the City for an underpayment, of the Franchise Fee, such refund/credit or payment shall be made pursuant to the payment terms established in Section 6(b) & (c).
- D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.
- E. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law if Company identifies the information as non-public prior to providing the information to City. City shall not be liable to Company for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes information Company has identified as Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the City to withhold the information.
- F. If either party discovers that the Company has either overpaid the City or failed to pay the entire or correct amount of compensation due the City, the correct amount shall be mutually determined by the City and Company and shall be paid by the responsible party within thirty (30) calendar days of such mutual determination. Such underpayments or overpayments shall include interest as provided for in Section 6(f). Any overpayment to the City by Company through error or otherwise, will, at the option of the City, either be refunded to Company by City within thirty (30) days of the mutual determination or be offset against the next payment due from Company. If the parties cannot mutually agree on either the underpayment due the City or an overpayment due the Company, both the City and Company may seek any other rights and remedies provided by law or in equity. Acceptance by the City or Company of any payment due under this Section shall not be deemed to be a waiver

by the City or Company of any breach of this Franchise, nor shall the acceptance by the City or Company of any such payments preclude the City or Company from later establishing that a larger amount was actually due or from collecting any balance due.

SECTION 11. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

SECTION 12. REPEALER CLAUSE: This Ordinance shall supersede any and all other franchises granted by the City to Company its predecessors and assigns, provided the parties agree any claim, action or complaint by either party that arose under or pursuant to any such previous franchise ordinance shall be preserved and saved from repeal, subject to all applicable statutes of limitations.

SECTION 13. DEFAULT, REMEDIES, TERMINATION:

A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's material breach or material violation of any material terms, covenants, representations or warranties contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.
2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default

to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.

3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 13.C.

C. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 13.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages.
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
3. The termination of this Franchise.

D. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.

E. Termination. In accordance with the provisions of Section 13.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company. City

shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

- F. This Franchise Ordinance shall be construed and governed by the laws of the State of Texas. City and Company agree that any lawsuit between the City and the Company concerning this Ordinance will be filed in the state of Texas. Nothing in this Ordinance shall prohibit the City from filing an action related to this Ordinance in Midland County, Texas.

SECTION 14. NOTICES: Notices, reports or demands required to be given under this franchise shall be deemed to be given when delivered in writing, personally to the person designated below, or when five days have elapsed after it is deposited in the United States Mail with registered or certified mail postage prepaid to the person designated below, or on the next business day if sent by Express Mail or overnight air courier addressed to the person designated below:

If to City:

City Manager
City of Midland
P O Box 1152
Midland, TX 79701

If to the Company:

Regulatory Affairs
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 6th floor
Dallas, Texas 75202-1234

SECTION 15. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or agency of competent jurisdiction, such portion shall be deemed a separate provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION 16. ASSIGNMENT: The rights granted by this Franchise Agreement inure to the benefit of the Company and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by Ordinance, of the City Council of the City, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without City's consent, so long as such parent, subsidiary, affiliate or successor assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. The Company shall give the City written notice of any such assignment to a parent, subsidiary, affiliate or successor entity.

SECTION 17. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

PASSED AND APPROVED on the 1st reading at a regular meeting of the City Council of Midland, Texas, on this the ____ day of _____, 2013.

PASSED AND APPROVED on the 2nd reading at a regular meeting of the City Council of Midland, Texas, on this the ____ day of _____, 2013.

PASSED AND APPROVED on the 3rd and final reading at a regular meeting of the City Council of Midland, Texas, on this the ____ day of _____, 2013.

Mayor
The City of Midland

ATTEST:

City Secretary

STATE OF TEXAS §
COUNTY OF MIDLAND §
CITY OF MIDLAND §

City of Midland Interoffice Memorandum

Date: September 18, 2013
To: Mayor and City Council
From: Robert Patrick, Assistant to the City Manager
Subject: Oncor Franchise Agreement

It is time again to consider a renewal of our Electric Franchise Agreement, this agreement is for a period of ten years, and has been revised substantially from our existing agreement. City Manager Courtney Sharp, Assistant City Manager Jim Nichols and myself have negotiated with Oncor for the past several months and Oncor has agreed to include the following additions and modifications:

Section 2B- States that except for emergency conditions, the City will receive **notice** of the major repair work within the City by the Utility.

Section 2C- Gives the City the **right to inspect** the Company's facilities.

Section 2D- Allows the City Manager to, when reasonable, have the Utility **move facilities when they may interfere with City operations.**

Section 2E- **Ensures repairs are made** to a condition equally as good as before it was disturbed.

Section 5- Spells out **Insurance Requirements** of the Company.

Sections 7C,D, and E- **Require utility to give the City Statements of KWH delivery, Gross Revenues, and allow for interest to be paid to the City on any past due amounts by the Company.**

Section 8- Provides that if any **other City negotiates a higher rate than we negotiate, the City will have options to modify our agreement to collect the higher amount, but we must concede to all factors involved in the higher amount.**

Section 9- **Gives the City access to records, and provides for an audit from the City.**

Section 11- **Repealer Clause.**

Section 12- Spells out **Default, Remedies, and Termination.**

Section 14- **Severability Clause.**

Section 15- **Prohibits Assignment without written consent of the City.**

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

Robert Patrick

ORDINANCE NO. 8248

AN ORDINANCE GRANTING TO TXU ELECTRIC DELIVERY COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS AND PUBLIC GROUNDS AND RIGHTS-OF-WAY OF MIDLAND, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO TXU ELECTRIC DELIVERY COMPANY, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

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

SECTION 1. GRANT OF AUTHORITY: That there is hereby granted to TXU Electric Delivery Company, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, and other public grounds and rights-of-way of Midland, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own use), for the sole purpose of supplying electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 8.

SECTION 2. Poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways. Company facilities shall be so laid or erected so as not to interfere with existing lines, water pipes or sewer laterals. If Company is required by City to remove or relocate its poles, towers, or other facilities for any reason other than the widening or straightening of a street by City, Company shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation. In determining the location for Company facilities in the public right-of-way, Company will take into consideration the future streets and alleys documented in the City's thoroughfare master plan.

SECTION 3. Company shall not be required to obtain street cutting, street excavation or other special permits or be required to post any type of bond related to excavations in Public Rights-of-Way in connection with Company's operations in Public Rights-of-Way. For planned work, the Company shall notify the City's director of Development Services (or designee) prior to any street cutting. This notification requirement does not apply to emergency work. After completion of work within the Public Rights-of-Way, Company will restore the Public Rights-of-Way to as good or better condition than when disturbed. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code or such comparable standards as may be adopted.

SECTION 4. Company shall hold the City harmless from all expense or liability for any act or neglect of Company hereunder. City shall not be liable for damage caused to Company's system by reason of any subsequent construction authorized or permitted by the City in its Public Rights-of-Way, however, this exemption from liability shall not apply to damage from construction done by City or its agents. Reimbursement for damages to Company facilities by an agent of the City should first be pursued through the agent and secondly through the City if not satisfactorily resolved with the agent.

SECTION 5. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

SECTION 6. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said streets, alleys, highways and other public grounds and rights-of-way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, street or alley rentals, bonds, certain regulatory expenses under Section 33.023 of the Public Utility Regulatory Act, Title 2, Texas Utilities Code ("PURA"), as amended, or any similar or successor law, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- A. A charge, as authorized by Section 33.008(b) of PURA and as specified by Company to the City by letter dated January 21, 2002 and attached as "Exhibit A". The payment provided on March 1, 2004 was provided in accordance with the terms of the previous franchise, Ordinance No. 4746 and was for the right and privilege during the calendar year 2004. The first payment hereunder shall be due and payable on or before March 1, 2005, based on each kilowatt hour of electricity delivered by Company during the twelve-month period ended December 31, 2004, to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries. This initial payment and the payment provided on or before March 1 of each year throughout the life of this franchise will be based on each kilowatt hour of electricity delivered by Company during the preceding calendar year and are for the rights and privileges granted hereunder for the calendar year in which they are paid. The final payment will be due on or before March 1, 2008 and will be for the rights and privileges from January 1 - December 31, 2008; and
- B. Beginning January 1, 2002, a sum equal to four percent (4%) of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service", Section 6.1.2 "Discretionary Service Charges," items DD1 through DD24, that are for the account and benefit of an end-use retail electric consumer.
 - 1. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January through December 31 of each calendar year.

2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges" received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid within thirty (30) days after Company's acceptance of this franchise and will be based on the calendar years January 1, 2002 through December 31, 2002 and January 1, 2003 - December 31, 2003. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2009 and will be based on the calendar year January 1 through December 31, 2008.
 3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
 4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
 5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
- C. Notwithstanding anything to the contrary in Sections 6(a) and 6(b) hereof, if Company files general rate cases and the City incurs cumulative expenses, otherwise reimbursable by Company under Section 33.023 of PURA, as amended, or similar or successor law, in excess of \$4 million, then in such event, Company shall reimburse all of the expenses incurred by the City in connection with all general rate cases filed during the period beginning June 1, 1993, and ending July 19, 2008, in excess of said \$4 million. The term "general rate case" as used in this Ordinance means a rate case initiated by Company in which it seeks to increase its rates charged to a substantial number of its customer classes in the City and elsewhere in its system and in which Company's overall revenues are determined in setting such rates. The City agrees to exercise reasonable best efforts, considering the facts and circumstances, to keep its expenses on average to under \$1,000,000 per general rate case. This provision expires and ceases to have any effect on July 19, 2008.

SECTION 7. The City, or its duly authorized representative, shall have the right, upon reasonable notice to Company, inspect the books and records of Company relevant to the terms of this franchise, whether located in the City of Midland or elsewhere.

SECTION 8. This Ordinance shall become effective upon Company's written

acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on December 31, 2008.

SECTION 9. This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

SECTION 10. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 11. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 27th day of July, A.D., 2004 and passed to second reading on motion of Council member Simpson, seconded by Council member Perry, by the following vote:

Council members voting "AYE"	Simpson, Perry, Morgan, Canon and Hailey
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Council members voting "NAY"	None
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The above and foregoing ordinance was duly proposed, read in full and adopted on second reading, the 10th day of August, A.D., 2004 and passed to third reading on motion of Council member Simpson, seconded by Council member Perry, by the following vote:

Council members voting "AYE"	Simpson, Perry, Morgan, Dingus, Canon, Dufford and Hailey
------------------------------	---

Council members voting "NAY"	None
------------------------------	------

The above and foregoing ordinance was duly proposed, read in full and finally adopted on

third and final reading, the 24th day of August, A.D., 2004 and finally passed on motion of Council member Perry, seconded by Council member Morgan, by the following vote:

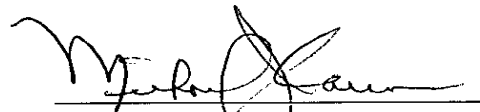
Council members voting "AYE"

Perry, Morgan, Dingus,
Canon, Simpson and Hailey

Council members voting "NAY"

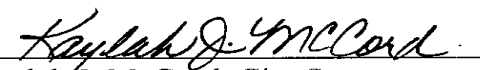
None

PASSED AND APPROVED THIS 24th day of August, A.D. 2004.



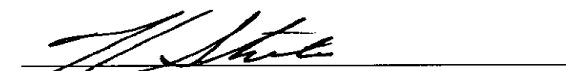
Michael J. Canon, Mayor

ATTEST:



Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:



Keith Stretcher, City Attorney



Stephen J. Houle
Vice President

Oncor
1601 Bryan Street
32nd Floor
Dallas, TX 75201-3411

Tel 214 812 4821
Fax 214 812 3221
shoule1@txu.com

January 21, 2002

TO THE HONORABLE MAYOR AND COUNCIL PERSONS OF ALL MUNICIPALITIES
SERVED BY ONCOR ELECTRIC DELIVERY COMPANY

RE: Franchise Fees from Oncor Electric Delivery Company ("Oncor") (formerly TXU
Electric Company)

In recent months, Oncor has sent letters to some of the cities it serves concerning the amount of franchise fees related to sales beginning January 2002 and sales made to customers who participated in the Retail Choice Pilot Program in 2001. Some cities received two letters, with the second letter revising the calculation described in the first letter. The first letter was sent in October 2001, and the second letter was sent in December 2001. Unfortunately, the second letter contained an incorrect calculation.

The correct calculation for calculating the amount of franchise fees that Oncor expects to pay was reflected in its October 2001 letter. For your convenience, that calculation is reflected below:

<u>City/Town</u>	<u>1998 Fees Due</u>	<u>1998 kWh Delivered</u>	<u>Cents/kWh</u>
Midland	\$3,199,720.97	1,087,023,490	0.002944

I apologize for this error and regret any inconvenience that it may have caused you. We appreciate your business and look forward to continuing to provide your city with excellent service that meets all your energy delivery needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Houle", written in a cursive style.

Exhibit "A"



City Council Agenda

Approved for Agenda:
RMenchaca
City Manager's Office

MEETING DATE: July 27, 2004
TO: CITY COUNCIL/CITY MANAGER
FROM: Rick Menchaca, City Manager
SUBJECT: TXU Franchise Agreement

Purpose:

Allow TXU to use the City's right of way until December 31, 2008.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

City will continue to collect franchise fee based on the Public Utilities Commission rate factor and kilowatt hours.

Discussion:

TXU's Franchise Agreement allows TXU to use the City's right of way. The franchise rate factor will remain the same as is present. In 1993, the City agreed to be financially responsible for rate setting expenses up to \$4 million, for 15 years. In return, the City received a lump sum payment and an increase in the franchise rate to 4%. Due to this, the uncertainty of the new electric deregulated markets and possible legislature changes in 2005 and 2007, we are recommending an agreement to expire at the same time as the 15 year agreement, December 31, 2008.

We have noted on the franchise agreement that current underground infrastructure should be maintained, when all possible.

ORDINANCE NO. 8420

**AN ORDINANCE AMENDING EXISTING FRANCHISE
ORDINANCE NO. 8248 BETWEEN THE CITY OF
MIDLAND AND TXU ELECTRIC DELIVERY
COMPANY, A TEXAS CORPORATION, ITS
SUCCESSORS AND ASSIGNS, TO PROVIDE FOR A
DIFFERENT PAYMENT SCHEDULE; PROVIDING AN
EXTENSION OF THE FRANCHISE TERM; PROVIDING
FOR TXU ELECTRIC DELIVERY ACCEPTANCE;
FINDING AND DETERMINING THAT THE MEETING
AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO
THE PUBLIC AS REQUIRED BY LAW; AND
CONTAINING A CUMULATIVE CLAUSE**

WHEREAS, TXU Electric Delivery Company (hereinafter called "Company") is engaged in the business of providing electric utility service within the City and is using the public rights-of-ways within the City for that purpose under the terms of a franchise ordinance heretofore duly passed by the governing body of the City and duly accepted by Company; and

WHEREAS, pursuant to Agreement to Resolve Outstanding Franchise Issues dated January 27, 2006, the City has requested and Company has agreed to amend said franchise of ordinance to provide for a different payment schedule and an extension of the term;

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

SECTION ONE. That Section 6, Subsection A, of Ordinance No. 8248 is hereby amended to read in its entirety as follows:

- A. A final annual payment was made on or March 1, 2006, based on each kilowatt hour of electricity delivered by Company during the twelve-month period ending December 31, 2005, to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries. This payment was for the rights and privileges granted under the franchise for the calendar year in which the payment was made (January 1, 2006 - December 31, 2006).

Effective June 1, 2006 the annual prospective payment schedule is hereby changed to a quarterly prospective schedule as follows:

Payment Due Date	Basis Period	Privilege Period (Following Year)
------------------	--------------	--------------------------------------

June 1	Jan. 1 - Mar. 31	Jan. 1 - Mar. 31
Sept. 1	Apr. 1 - June 30	Apr. 1 - June 30
Dec. 1	July 1 - Sept. 30	July 1 - Sept. 30
Mar. 1	Oct. 1 - Dec. 31	Oct. 1 - Dec. 31

The first quarterly payment will be due and payable on or before June 1, 2006, based on the period beginning January 1, 2006 and ending March 31, 2006 for the rights and privileges granted under the franchise during the period beginning January 1, 2007 and ending March 31, 2007. Subsequent payments will be made on a quarterly basis as provided in the above schedule. The final payment under this Franchise will be made on or before March 1, 2013, based on the period beginning October 1, 2012 and ending December 31, 2012, for the rights and privileges beginning October 1, 2013 and ending December 31, 2013.

After the final payment date of March 1, 2013, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this franchise and that such continued payments will be recognized in any subsequent franchise agreement as full payment for the relevant quarterly periods.

SECTION TWO. That Section 8 of Ordinance No. 8248 is hereby amended to read in its entirety as follows:

This Ordinance shall become effective upon Company's acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on December 31, 2013.

SECTION THREE. This ordinance shall take effect upon its final passage and Company's acceptance. Company shall, within sixty (60) days from the passage of this ordinance, file its written acceptance of this ordinance with the Office of the City Secretary.

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

SECTION FIVE. In all respects, except as specifically and expressly amended by this ordinance, Ordinance No. 8248 heretofore duly passed by the governing body of the City and duly accepted by Company shall remain in full force and effect according to its terms until said franchise ordinance terminates as provided herein. 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.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 13th day of June, A.D., 2006; and passed to second reading on motion of Council member Dufford, seconded by Council member Perry, by the following vote:

Council members voting "AYE": **Dufford, Perry, Morgan,
Dingus, Canon, Simpson
and Hailey**

Council members voting "NAY": **None**

The above and foregoing ordinance was read in full and adopted on second reading, the 27th day of June, A.D., 2006; and passed to third reading on motion of Council member Perry, seconded by Council member Hailey, by the following vote:

Council members voting "AYE": **Perry, Hailey, Dingus
and Canon**

Council members voting "NAY": **None**

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Morgan, seconded by Council member Perry, on the 11th day of July, A.D., 2006, at a regular meeting of the City Council:

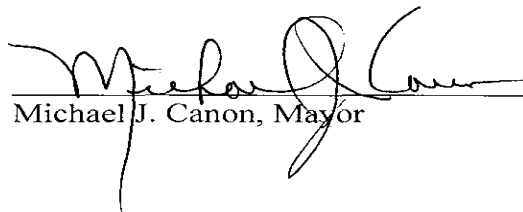
Council members voting "AYE":

Morgan, Perry, Dingus,
Canon, Simpson, Dufford
and Hailey

Council members voting "NAY":

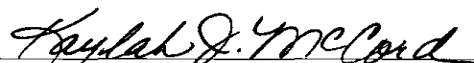
None

PASSED AND APPROVED THIS 11th day of July, A.D., 2006.



Michael J. Canon, Mayor

ATTEST:



Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:



Keith Stretcher, City Attorney



City Council Agenda

27

Approved for Agenda:

RMenchaca

City Manager's Office

MEETING DATE: June 13, 2006

TO: CITY COUNCIL/CITY MANAGER

FROM: Rick Menchaca, City Manager

SUBJECT: TXU Franchise Amendment

Purpose:

Amend the TXU franchise agreement to allow for quarterly payments and extend the term an additional 5 years, currently expiring December 31, 2008 and would be extended to the year 2013.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$60,600 additional interest income.

Discussion:

As part of the settlement agreement with TXU, we have requested to receive the City's franchise payment on a quarterly basis. Currently, we receive payment annually in March as payment for the current calendar year. Quarterly payments will provide earlier payment and will earn interest income estimated at \$60,600.

We currently receive quarterly payments from Atmos Energy, Cap Rock Electric, SWBT and Grande Communications.



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 8, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on a request by Cliff Chalmers for the vacation of the 0.025-acre portion of the alley adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates, Section 3, City and County of Midland, Texas. (Generally located on the north side of Arapahoe Road, approximately 700 feet east of N. State Hwy 349.) – District 1.

Purpose:

Consider an ordinance on a request by Cliff Chalmers for the vacation of the 0.025-acre portion of the alley adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates, Section 3, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

We have received a preliminary plat named 349 Ranch Estates, Section 18, located on the east side of N. State Highway 349 on both sides of Arapahoe Road. This replat will change the plat outline to include the previously vacated portions of Arapahoe Road and vacated alleys, as well as other changes to the lots. A new alley extension will be dedicated in between two of the lots. This alley currently dead ends, which is not permitted according to the Subdivision Code. The applicant is requesting vacation of the section of the dead end alley, as shown in Exhibit A. We have contacted each of the franchised utility companies, including Oncor Electric, AT&T, Sharyland Utilities, Atmos Energy, Suddenlink Communication, and Grande Communication. All of the companies indicated they had no

objection to this proposal. Since this portion of the alley has not been used by the public, a public hearing is not required. The land value of the alley dedicated by the plat will exceed the value of the portion being vacated. Staff recommends approval of this request, conditioned upon the submittal of a final plat application, in proper form for approval.

Attachments:

Application

Maps

Exhibits and B

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 0.025-ACRE PORTION OF ALLEY RIGHT-OF-WAY ADJACENT TO LOTS 3 AND 4, BLOCK 17, 349 RANCH ESTATES ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ARAPAHOE ROAD, APPROXIMATELY 700 FEET EAST OF NORTH STATE HIGHWAY 349); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$1,091.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.025-acre portion of alley right-of-way adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates Addition, Section 3, City and County of Midland, Texas, is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the right-of-way has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the right-of-way at \$1,091.00, as shown in Exhibit "C" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to waive the fee for the cost of the right-of-way in exchange for the abutting property owner's dedication of right-of-way of equal value to the City through the plat of 349 Ranch Estates Addition, Section 18; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the right-of-way described herein;

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

SECTION ONE. That the 0.025-acre portion of alley right-of-way adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates Addition, Section 3, City and County of Midland, Texas, as described in Exhibits “A” and “B” attached hereto and made a part hereof for all legal purposes, is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby only abandoning the public interest in said property and this ordinance in no way affects any private easement or access easement which abutting property owners may have in said right-of-way.

SECTION TWO. That the fee for the cost of the right-of-way vacated and abandoned herein to the adjoining property owner is hereby waived in exchange for the abutting property owner’s dedication of right-of-way of equal value to the City through the plat of 349 Ranch Estates Addition, Section 18.

That this Ordinance shall not be effective until a final plat of 349 Ranch Estates Addition, Section 18, is submitted to the City of Midland in proper form for approval.

SECTION THREE. That upon the City’s receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

EXHIBIT "A"



SCALE: 1" = 50'

POB
N: 10722058.15
E: 1753573.19

N54°27'22"W
9.61'
N14°45'38"W
33.06'
S59°41'49"E
28.41'
N75°25'52"E
16.69'
S50°40'38"E
25.69'
45.65'
S75°42'23"W

53619.29 S. F.
1.23 Acres

DRILL SITE

ALLEY

10

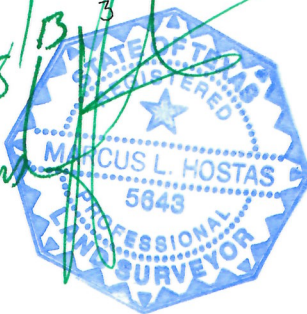
ARAPAHOE ROAD (60' R.O.W.)

BOWMAN CIRCLE (60')

RECEIVED

AUG - 8 2013

CITY OF MIDLAND
PLANNING DIVISION



WEST COMPANY



OF MIDLAND, INC.

ENGINEERS - PLANNERS - SURVEYORS
REGISTRATION NUMBER F-2184

110 W. LOUISIANA AVE., SUITE 110
MIDLAND, TEXAS 79701

TEL: (432) 687-0665 FAX: (432) 687-0668
August 2013

CASE NO. V-13-009

WEST COMPANY

of Midland Inc.

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

August 8, 2013

FIELD NOTES OF A 0.0250 ACRE (1091 S.F.) OUT OF SECTION 12, BLOCK "X",
H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS:

BEGINNING at the northwest corner of this tract (N:10722058.15, E:1753573.19) a found ½-inch iron rod with yellow cap marked "RPLS 4170" in the eastern boundary of a north/south alley and in the most westerly southwest corner of Lot 4, Block 17, 349 Ranch Estates, Section 3 as recorded in Cabinet "C", Page 88, Midland County Plat Records;

THENCE S 59°41'49" E, with the alley cutback and the southwest boundary of said Lot 4, a distance of 28.41 feet to a found ½-inch iron rod with yellow cap marked "RPLS 4170" for an interior corner this tract;

THENCE N 75°25'52" E, with the southern boundary of said Lot 4, a distance of 16.69 feet to a found ½-inch iron rod with yellow cap marked "RPLS 4170" for the Northeast corner this tract and a corner of that certain ordinance number 8610 vacating a portion of Arapahoe Road and a portion of a 20 foot wide Alley;

THENCE S 50°40'38" E, a distance of 25.69 feet with a line of said ordinance to a point for the Southeast corner this tract;

THENCE S 75°42'23" W, a distance of 45.65 feet to a point for a corner this tract;

THENCE N 54°27'22" W, a distance of 9.61 feet to a point for the Southwest corner this tract;

THENCE N 14°45'38" W, a distance of 33.06 feet to the Place of Beginning and containing 0.0250 acres of land.

Vacation of alley right-of-way
Ordinance No. 8610
Cliff Chalmers and Carrasco Homes LLC
Job No. 2013-0564 field notes alley vacation-no 2



EXHIBIT B



CASE NO. V-13-000A



Office of the City Manager

October 1, 2013

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.025-acre portion of alley right-of-way adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates Addition, Section 3, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$1,091.00.

Very truly yours,

Courtney Sharp
City Manager

Exhibit "C"

L:\Ordinances\Planning\Vacate & Abandon\2013\349 Ranch Estates Addition Appraisal Letter.wpd

CITY OF MIDLAND
Transportation Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I. Application is hereby made to the City Council to vacate the following public right-of-way or easement:
0.0497 acre alley right-of-way and dedicate alley at new location.
- II. Reason for Request: To strighten alley alignment.
- III. Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
A dedicate alley will still be for public use.

IV. REQUIRED ITEMS:

1. Applicant(s) Information: (Attach extra sheets as necessary.)

Name: Cliff Chalmers

Address: 5100 Ashdown Place, Phone: 528-2201
Street
Midland Texas 79705
City State Zip Code

2. Metes and bounds description of property to be vacated including total square feet of vacation.
3. Map showing:
- Property to be vacated and its relationship to the applicant's property
 - Lot and block numbers of all adjacent tracts
 - Current zoning of all adjacent tracts
4. Letter(s) of Concurrence signed by adjacent property owner(s). (See attached)
5. Application Fee: \$300.00

Required items attached? Date Received: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____

The City of Midland will take no action on this request, until items 1-5 are received.

- V. Clearance is needed from the following utility companies: City of Midland / Atmos Energy
 Caprock Energy / Oncor Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

VI. Policies:

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 1,000 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signature of applicant: Agent: Max W. Richardson Date: 5-20-2013

****Application will not be considered for scheduling until all required items are reviewed by City Staff.****

To be completed by City of Midland staff:

FOR OFFICE USE ONLY	
Rec'd. By: <u>DS</u>	Date: <u>5/21</u>
Assigned: <u>MK</u>	
For: <u>CC</u>	On: <u>10/8/13</u>

HWY 349

ARAPAHOE RD

TEJAS

BOWMAN CR

CISCO ST

17

18

1

19

20

0.025-acres

LOCATION MAP

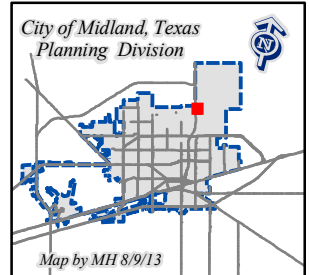
V - 13 - 019

Scale: 1" = 200'

Consider a request for the vacation of a 0.025-acre portion of the alley adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates, Section 3, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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City of Midland
City Secretary's Office
Interoffice Memorandum

Date: October 3, 2013
To: The Honorable Mayor Perry and Council
From: Amy M. Turner, City Secretary
Subject: Membership - Boards and Commissions

Attached is an updated membership listing for the City's Boards and Commissions effective October 8, 2013. Remaining expirations and vacancies are listed below:

ANIMAL SERVICES ADVISORY COMMISSION – One vacancy which will expire on September 30, 2013 and one term expired on September 30, 2013.

CITY DEVELOPMENT ADVISORY COMMITTEE – One terms expired on September 30, 2012 and one vacancy expired on September 30, 2014.

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS – Two vacancies for Alternate terms expired on September 30, 2007 and two terms expired on September 30, 2013.

HOTEL/MOTEL TAX ADVISORY BOARD – One vacancy which will expired on September 30, 2013.

HOUSING AUTHORITY COMMISSION – One vacancy as Alternate term expiring in October 2015 and three terms expired on September 30, 2013.

MIDLAND CENTER ADVISORY BOARD –Three terms expired on September 30, 2013.

MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION – Two terms expired in November 2011 and five terms expired on September 30, 2013.

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION – Three vacancies expired on January 1, 2007, one term expired on January 1, 2009, and two terms expired on January 1, 2010.

MIDLAND HOUSING FINANCE CORPORATION –One vacancy expired on September 30, 2010, two terms expired on September 30, 2011 and one term expired on September 30, 2012.

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD – One vacancy.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD – Two terms expired on September 30, 2012 and three terms expired on September 30, 2013.

PERMIAN BASIN AIRPORT BOARD – Two terms expired on September 30, 2010 (Carlsbad and Hobbs New Mexico), one term expired on September 30, 2011, one term expired on September 30, 2012 and three terms expired on September 30, 2013.

TAX INCREMENT REINVESTMENT ZONE BOARD –Three terms expired on March 20, 2010, one term expired March 20, 2011, one terms expired on March 20, 2012 and two terms expired on March 20, 2013. (Four City representatives, two Hospital representatives and two County representatives.)

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT- One term expired on September 30, 2011, one term expired on September 30, 2012, two terms expiring on September 13, 2013, one vacancy for Alternate term expired on September 30, 2006, one vacancy for Alternate term expired September 30, 2009 and two terms expired on September 30, 2013.

ANIMAL SERVICES ADVISORY COMMISSION
(Advisory)
Membership - 6; Terms - 4 Years)

SPECIAL COMPOSITION REQUIREMENTS: 1 Licensed Veterinarian, 1 County or Municipal Official, 1 Employee of an Animal Welfare Org., 1 Animal Shelter Employee, 2 Citizens

MEMBER	TERM EXPIRE SEPT. 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 2)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Vacancy	No	0%	0	No		
Dr. Tom Green (Veterinarian)	Yes	50%	1	Yes		
Kelly Spencer	Yes	50%	1	Yes		
Laura Hollifield	Yes	0%	0	Yes		
Justin Petty	Yes	0%	0	Yes		
Paul O'Neill	Yes	100%	2	Yes	685-7422	

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Molly S. Clark	Only this board	

BUILDING CODES REVIEW COMMITTEE
(Membership – 9; Terms – 2 Years)

SPECIAL COMPOSITION REQUIREMENTS:

MEMBER	TERM EXPIRE DEC. 2013?	ATTEN-DANCE %	MEETINGS ATTENDED	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
James Rigger	Yes			No		NOT MEETINGS
Chris Repman	Yes			No		
John Cooper	Yes			No		
Bill Routh	Yes			No		
Tom Woodruff	Yes			No		
Ron Ainsworth	Yes			No		
Walter Pate	Yes			No		
Robert Harrington	Yes			No		
Jerry Morales	Yes			No		

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Lewis Hassler	Only this board	

CITY DEVELOPMENT ADVISORY COMMITTEE
(Advisory)
(Membership - 5; Terms - 2 Years Expiring 2 Even & 3 Odd)

SPECIAL COMPOSITION REQUIREMENTS: None

MEMBER	TERM EXPIRE SEPT. 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 3)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Vacancy						
Tim Bryson	No					8/22/13 Mr. Bryson called and wants to serve again.
Nellwyn Barnett	No					
Avery I. Pullins	No					
Reggie Lawrence	No					

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Delma Eckert	One other board	
Chase Gardaphe	One other board	
Lewis Hassler	Two other boards	
Jeremy Lukas	Only this board	
Heather Massey	One other board	
R. Shaun Rainey	One other board	
Joshua Sparks	One other board	

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS
(Decision Making)
Membership - 7; Terms - 4 Years expiring 2-2-2-1)

SPECIAL COMPOSITION REQUIREMENTS: 1 Plumbing/Mechanical Industry, 1 Electrical Contracting, 1 Architect, 1 Engineer/Superintendent of Construction, 3 Any Categories, 2 Alternate members from any category. RESIDENT OF CITY.

MEMBER	TERM EXPIRE SEPT. 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 0)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Richard D. Dunham	Yes			No		NO MEETINGS
Greg Turner	Yes			Yes		
Chris Repman	No 09/14					
Jay K. Bradford	No 09/14					
Don Woodward (At-Large)	No 09/16					
<u>ALTERNATES:</u>						
Vacancy				No		
Vacancy				No		

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES

HOTEL/MOTEL TAX ADVISORY BOARD
(Advisory)
Membership - 7; Terms - 2 Years Staggered)

SPECIAL COMPOSITION REQUIREMENTS: Representative of Midland Hotel/Motel Assn.; Members Familiar with Chpt 351 "Municipal Hotel Occupancy Taxes" of Texas Tax Code.

MEMBER	TERM EXPIRE SEPT. 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 4)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Vacancy						
Alex Singh--Hotel/Motel Assn. Rep. 12/11	No 12/13					
Annabell Ramirez	No 09/14					
Brian Smith	No 09/14					
Karmen Hendrix Bryant	No					
Jan Artley	No					
Ellen K. Ramsey	No					

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Rachel Stone	One other board	

HOUSING AUTHORITY COMMISSION
(Membership - 5; Terms - 2 Years expiring 2 even & 3 odds)

SPECIAL COMPOSITION REQUIREMENTS: No member may be an officer or employee of the City of Midland

MEMBER	TERM EXPIRE OCT 2013?	ATTEN-DANCE %	MEETINGS ATTENDED (Out of 9)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Carla Repman	Yes	89%	8	No		
Gregory Maes	Yes	50%	4	Yes		
James A. Blischke	Yes	89%	8	Yes		8/22/13 *Mr. Blishke called and want to serve again
Dennis Bade	No 09/14	67%	6			
Norma Duran	No 09/15	50%	4			
<u>ALTERNATE:</u>						
Vacancy		0%	0	No		

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Paul Culver	One other board	
Hazel Lamar	Only this board	

MIDLAND CENTER ADVISORY BOARD
 (Advisory & Decision Making)
 Membership - 7; Terms - 3 Years expiring 3-2-2)
 Ex-Officio members: City Manager & Exec. Director of Chamber of Commerce

SPECIAL COMPOSITION REQUIREMENTS: Resident citizen, taxpayer & qualified voter of City.

MEMBER	TERM EXPIRE SEPT. 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 3)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Brent Blackburn	Yes	67%	2	Yes		
Charles Spence (CC)	Yes	33%	1	Yes		
Lorri Lyon West (City)	Yes	33%	1	Yes		9/3/13 Ms. West called and stated she would like to serve again.
Tracy Bacon (CC)	No 09/14	67%	2			
Vickey Hailey (CC)	No 09/14	67%	2			
Patricia Blackwell (City)	No 09/14	100%	3			
Paula Mitchell (City)	No 09/14	100%	3			
Jerry Morales (Liaison Officer)						

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Delma Eckert	One other board	
Heather Massey	One other board	
Rachel Stone	One other board	
Melissa Wicker	Only this board	

MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION

**Decision Making
(Membership - 7; Terms - 2)**

SPECIAL COMPOSITION REQUIREMENTS: Resident of City.

MEMBER	TERM EXPIRE NOV. 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Ken Marks, Vice Pres.	Yes			No		
James G. Smith	Yes			No		
Wesley D. Bownds	Yes			No		
John James	Yes			No		
Mike Thompson	Yes			Yes		8/13/13 Mr. Thompson called wants to serve again.
Tim Bryson	Yes			Yes		8/22/13 Mr. Bryson called wants to serve again.
Rick Davis (MISD Resp.)	Yes			Yes		

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Brad Barnett	One other board	
Kelly "Bo" Cockerell	One other board	
Joe Guerra, Jr	One other board	
Michael Harris	One other board	
John Ory	One other board	
John Trischitti III	One other board	

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

SPECIAL COMPOSITION REQUIREMENTS:

MEMBER	TERM EXPIRE JAN. 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 0)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Vacancy	Yes-2007			No		*No Meetings
Vacancy	Yes-2007			No		
Vacancy	Yes-2007			No		
Vacancy	Yes-2009			No		
Steve Jones	Yes			No		
Cathy Oestmann	Yes			No		
Curt Kamradt	No 01/14					

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Tom Parks	Only this board	

MIDLAND HOUSING FINANCE CORPORATION
 (Decision Making)
 Membership - 5; Terms - 2 Years expiring 1-2-2)

SPECIAL COMPOSITION REQUIREMENTS: Resident of City.

MEMBER	TERM EXPIRE SEPT 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Vacancy	Yes			No		NO MEETINGS
Adrienne Valencia	Yes			No		
Melissa Wicker	Yes			No		
Jerry Morales (Liaison Officer)	Yes			No		
Nathan Miller	Yes			Yes		

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Paul Culver	One other board	
Paul McCord	Only this board	

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD
(Ad Hoc)

SPECIAL COMPOSITION REQUIREMENTS:

MEMBER	TERM EXPIRE SEPT 2013?	ATTEN- DANCE %	MEETINGS ATTENDED	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Vacancy	Yes			N/A		
Richard Hatchett						
W. L. "Scooter" Brown						
Ken Burgess						
Jim Hightower						
Ted H. Jones						
Mitch Malouf						
Christi Newton						
Dan Rush						

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD
(Membership - 6; Terms - 2 Years Staggered)

SPECIAL COMPOSITION REQUIREMENTS: None

MEMBER	TERM EXPIRE SEPT 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 9)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Willie Barber	Yes	11%	1	No		
Michael Trost	Yes	89%	8	No		
John James	Yes	78%	7	No		
Karen York	Yes	100%	9	No		
Guy McKenzie	Yes	89%	8	Yes		
Rebecca Bell	No 09/14					

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES

OIL AND GAS ADVISORY COMMITTEE
 (Advisory)
 (Membership – 5; Terms – 3 Years expiring 2-2-1)

SPECIAL COMPOSITION REQUIREMENTS: 3 petroleum engineers or geologists, 2 with property development or real estate experience.

MEMBER	TERM EXPIRE SEPT 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 9)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Lance Friday –(Real Estate)	Yes		7	Yes		8/21/13 Ron Jenkins sent a memo that Mr. Friday wants to serve again.
Russell Richards (Petroleum)	No 09/15	100%	8			He was appointed on
Perry Dan Taylor (Real Estate)	No 09/15	100%	8			
Paul Brown (Petroleum)	No 09/14	100%	9			
David Rosen (Petroleum)	No 09/14	89%	8			

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Joe Guerra Jr	One other board	
Thomas Wolfmueller	Only this board	

PARKS AND RECREATION COMMISSION
(Advisory)
Membership - 9; Terms - 3 Years expiring 3-3-3)

SPECIAL COMPOSITION REQUIREMENTS: Resident of City, taxpayer & qualified voter.

MEMBER	TERM EXPIRE SEPT. 2013	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 6)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Kenny Harper	Yes	83%	5	Yes		
Charlie A. Spence	Yes	100%	6	Yes		
P. Lourcey Sams	No 09/14	100%	6			
Tina Corbett	No 09/14	67%	4			
Katey Howard	No 09/14	83%	5			
Amanda McCann	No 09/15	83%	5			
Edward Mayberry	No 09/15	83%	5			
Cynthia Savage						
Bart Hotchkiss						

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Michael Harris	One other board	
Lewis Hassler	Two other boards	
Janice M. Kapp	One other board	
Denessa Leary	Only this board	
Sarah Marston	Only this board	
Ty Sisco	Only this board	
Taylor Spalla	One other board	

PERMIAN BASIN AIRPORT BOARD
(Advisory)
Membership - 30; Terms - 1 Year)
Ex-Officio Members: City Manager, City Attorney

SPECIAL COMPOSITION REQUIREMENTS: 10 Members of the Airport Planning & Development Board, A Resident of the following Cities: San Angelo, Abilene, Carlsbad, NM, Roswell NM, Artesia, NM, Hobbs NM, Fort Stockton, Seminole, Sweetwater, Pecos, 3 Residents of Odessa, Big Spring, Lamesa, Andrews, Monahans and Snyder.

MEMBER	TERM EXPIRE SEPT. 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 4)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Larry Gill (Abilene)	Yes	0%	0	Yes		
Elvin Brownlee III (Andrews)	Yes	50%	2	Yes		10/2/13 Received letter from City of Andrews reappointing Elvin Brownlee
Jim Little (Big Spring)	No	75%	3	Yes		8/27/13 Received letter from City of Big Spring reappointing Jim Little
David Hardwick (Ft. Stockton)	Yes	0%	0	Yes		
Frankie Rolfe (Kermit)	Yes	0%	0	Yes		
Donald R. Bethel (Lamesa)	No	50%	2	Yes		8/30/13 Received letter from City of Lamesa reappointing Don Bethel
Henry Cutbirth (Monahans)	No	75%	3	Yes		
Willie Taylor (Odessa)	Yes	50%	2	Yes		8/16/13 Received letter from City of Odessa reappointing Willie Taylor
Gloria Pena (Odessa)	Yes	75%	3	Yes		8/16/13 Received letter from City of Odessa reappointing Gloria Pena
Barbara Graff (Odessa)	Yes	75%	3	Yes		8/16/13 Received letter from City of Odessa reappointing Barbara Graff
Isabelle Blanchard (Pecos)	No	50%	2	Yes		8/22/13 Received a letter from City of Pecos reappointing Isabelle Blanchard
Luis E. Elguezabal (San Angelo)	No	0%	0	Yes		Received a letter from City of San Angelo reappointing Luis E. Elguezabal
Lex Hinds (Seminole)	No	0%	0	Yes		9/1/13 Received a letter from City of Seminole reappointing Lex Hinds
John Rogotzke (Snyder)	Yes	50%	2	Yes		
Glenn Wortham (Sweetwater)	No	0%	0	Yes		8/27/13 Received a letter from City of Sweetwater reappointing Glenn Wortham
Lance Goodrich (Artesia, NM)	No	50%	2	Yes		8/27/13 Received a letter from City of Artesia reappointing Lance Goodrich
Bob Forrest (Carlsbad, NM)	Yes	0%	0	Yes		
Larry Shed (Hobbs, NM)	Yes	0%	0	Yes		
Larry Fry (Roswell, NM)	No	25%	1	Yes		8/29/13 Received a letter from City of Roswell reappointing Larry Fry

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES

TAX INCREMENT REINVESTMENT ZONE BOARD
(Decision Making)
Membership - 12; Terms - 3 Years)

SPECIAL COMPOSITION REQUIREMENTS: None

MEMBER	TERM EXPIRE MARCH 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 6)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Mark T. Wellen (City)	Yes	100%	6	No		
Randy Prude (County)	Yes	67%	4	No		
Bob Lanier (City)	Yes	83%	5	No		
Judge Mike Bradford (County)	Yes	33%	2	Yes		
Ken Burgess (City)	Yes	67%	4	Yes		
Michael Blonkvist (City)	No 09/14	50%	3			
John Kennedy (City)	No 03/15	67%	4			
Pete Hulder (Hospital)	No 03/16	83%	5			
Link Grimes (City)	No 03/15	67%	4			
Charlene McBride (College)	No 03/16	33%	2			
Steve Castle (College)	No 03/15	33%	2			
Russell Meyer (Hospital)	No 03/16	33%	2			

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Brad Barnett	One other board	
Guy McKenzie	Only this board	

**ZONING BOARD OF ADJUSTMENT
AND
AIRPORT ZONING BOARD OF ADJUSTMENT
(Decision Making)
Membership - 5; Terms - 2 Years expiring 3 odd & 2 even)**

SPECIAL COMPOSITION REQUIREMENTS: None

MEMBER	TERM EXPIRE SEPT. 2013?	ATTEN- DANCE %	MEETINGS ATTENDED (Out of 5)	ELIGIBLE FOR ANOTHER TERM	BOARD MEMBER'S PHONE #	COUNCIL NOTES
Manny Ribera	Yes	50%	3	No		
Ken Morgan	Yes	0%	0	Yes		
Scott Young	Yes	100%	5	Yes		
Carla Repman	Yes	100%	5	Yes		
Todd Byars	No 09/14	100%	5			
<u>ALTERNATES:</u>						
Vacancy	Yes - 2006			No		
Vacancy	Yes - 2007			No		
Annabel Holguin	Yes	0%	0	Yes		
Greg Turner	Yes	0%	0	Yes		

APPLICANTS: (Listed Alphabetically)

APPLICANT'S NAME	NUMBER OF BOARDS APPLIED FOR	COUNCIL NOTES
Lewis Hassler	Two other boards	
John Ory	One other board	



September 30, 2013

Amy M. Turner
City Secretary
City of Midland
P.O. Box 1152
Midland, TX 79702

Re: Permian Basin Airport Board

The City Council of Andrews voted this past Thursday night to recommend the reappointment of Elvin Brownlee III to the Permian Basin Airport Board for the term effective October 1, 2013 through September 30, 2014.

Please advise if further information is required.

Sincerely,

Steve Eggleston
Director of Finance / City Secretary
City of Andrews
432-523-4820
seggleston@cityofandrews.org