Effective March 16, 2020, Governor Greg Abbott authorized the temporary suspension of certain statutory provisions of the Texas Open Meetings Act. This meeting of the City Council of the City of Midland is being held pursuant to such authorization and will limit face-to-face interactions for the purpose of slowing the spread of the coronavirus (COVID-19).

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
March 23, 2021 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Videoconference Information

Please click this URL to join. https://zoom.us/j/95481430210?pwd=enRyZm9BR1NXV2hQZEpsc1JMQXJ4dz09
Passcode: 273319
Or iPhone one-tap:
+13462487799,,95481430210# US (Houston)
+12532158782,,95481430210# US (Tacoma)
Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 253 215 8782 or +1 669 900 9128 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799
Webinar ID: 954 8143 0210
International numbers available: https://zoom.us/u/ajP14tPEg

The City Council may discuss, consider, and take action on any item listed on this agenda.

OPENING ITEMS

1. Invocation – Pastor Jon Slayden, Hope Community Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Proclamation celebrating Women's History Month

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. BRIEFING SESSION MINUTES OF FEBRUARY 23, 2021

   4b. REGULAR CITY COUNCIL MEETING OF FEBRUARY 23, 2020

5. 2021-028 – RESOLUTION AUTHORIZING THE EXECUTION OF A THREE (3) YEAR SOLE-SOURCE CONTRACT FOR THE USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, MAINTENANCE SUPPORT, AND ASSOCIATED UPGRADES WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INCORPORATED AT A COST OF $100,000.00 PER YEAR FOR A TOTAL OF $300,000.00 (GENERAL SERVICES)

6. 025-2021 – MOTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN TURF AND LANDSCAPE MAINTENANCE SERVICES CONTRACT FOR CITY PARKS AND OTHER MUNICIPAL SITES WITH ALLDREDGE GARDENS, LP; SAID AMENDMENT PROVIDING FOR THE EXTENSION OF THE TERM OF THE CONTRACT UNTIL THE END OF THE 2020-2021 FISCAL YEAR (GENERAL SERVICES)

7. 2021-029 – RESOLUTION RATIFYING AND APPROVING THE EMERGENCY REPAIR OF WATER MAIN LINES AND SERVICE LINES DAMAGED BY EXTREME FREEZING TEMPERATURES BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $114,910.75 (GENERAL SERVICES)

8. 2021-030 – RESOLUTION FINDING THAT PARKHILL, SMITH & COOPER, INC., IS THE MOST QUALIFIED SUBMITTER OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PURPOSE OF CERTAIN AIRPORT CAPITAL IMPROVEMENT PROJECTS THAT MAY BE CONSTRUCTED AT MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK AIRPORT; AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR SAID PROJECTS (AIRPORTS)

9. 026-2021 – MOTION ACCEPTING GRANT NO. 62-2021 IN THE AMOUNT OF $3,832,515.00 AWARDED BY THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021 AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM; SAID GRANT FUNDS SHALL BE USED FOR CERTAIN ALLOWABLE EXPENSES AT MIDLAND INTERNATIONAL AIR AND SPACE PORT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION ADMINISTRATION GUIDANCE; AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCEPT SAID GRANT FUNDS (AIRPORTS)

10. 027-2021 – MOTION ACCEPTING GRANT NO. 63-2021 IN THE AMOUNT OF $144,007.00 AWARDED BY THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021 AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM; SAID GRANT FUNDS SHALL BE USED FOR CERTAIN ALLOWABLE EXPENSES AT MIDLAND INTERNATIONAL AIR AND SPACE

PORT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION ADMINISTRATION GUIDANCE; AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCEPT SAID GRANT FUNDS (AIRPORTS)

11. 2021-031 – RESOLUTION AUTHORIZING THE REMAINING FUNDS IN THE AMOUNT OF $750,000.00 FOR THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM (DEVELOPMENT SERVICES)

12. 2021-032 – RESOLUTION AUTHORIZING THE USE OF CARES ACT FUNDS IN THE AMOUNT OF $50,000.00 FOR THE MINOR REPAIR PROGRAM (DEVELOPMENT SERVICES)

13. 028-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH WEST TEXAS BMX TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO BMX (BICYCLE MOTOCROSS) RACING AND RIDING (COMMUNITY SERVICES)

14. 029-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE BOYS AND GIRLS CLUB OF THE PERMIAN BASIN TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO FLAG FOOTBALL AND SOCCER FOR YOUTH AGES EIGHT THROUGH TWELVE (COMMUNITY SERVICES)

15. 030-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE TEXAS CRICKET CLUB TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO CRICKET (COMMUNITY SERVICES)

16. 031-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE GREATER MIDLAND FOOTBALL LEAGUE TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO YOUTH FOOTBALL (COMMUNITY SERVICES)

17. 032-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE MIDLAND JUNIOR BASEBALL ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO BASEBALL FOR MEN AGES NINETEEN AND YOUNGER (COMMUNITY SERVICES)

18. 033-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE MIDLAND SOCCER ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO SOCCER FOR ADULTS AND YOUTH (COMMUNITY SERVICES)

19. 034-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH MIDLAND SOFTBALL ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO SOFTBALL FOR AGES FIFTEEN AND OLDER (COMMUNITY SERVICES)

20. 035-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO SOFTBALL FOR GIRLS (COMMUNITY SERVICES)

21. 036-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH UNDER THE LIGHTS FLAG FOOTBALL LEAGUE TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO FLAG FOOTBALL FOR YOUTH AND ADULTS (COMMUNITY SERVICES)

22. 037-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE YMCA OF MIDLAND TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO VARIOUS SPORTS ACTIVITIES FOR YOUTH AND ADULTS (COMMUNITY SERVICES)

23. 2021-033 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO DIAMONDBACK E&P LLC ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 409 FEET AND 410 FEET NORTH OF THE GREEN TREE BOULEVARD EXTENSION AND BETWEEN 2,022 FEET AND 2,042 FEET WEST OF THE NORTH MIDKIFF ROAD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

24. 038-2021 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF GRASSLAND ESTATES WEST, SECTION 12, BEING A PLAT OF A 99.1985-ACRES TRACT OF LAND LOCATED IN SECTIONS 35 AND 36, BLOCK 40, T-1-S T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD-EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)

25. 039-2021 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF TRUELOVE ADDITION BEING A PLAT OF A 60.57-ACRE TRACT OF LAND LOCATED IN SECTION 38, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 2,100 FEET NORTHEAST OF LOOP 250-EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)

26. 040-2021 – MOTION APPROVING THE RECEIPT AND FILING OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2019/2020 (DEVELOPMENT SERVICES)

27. 2021-034 – RESOLUTION ACCEPTING A FISCAL YEAR 2021 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $120,277.00; SAID GRANT SHALL BE USED TO

ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS (POLICE)

28. 2021-035 – RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDESSA TRANSPORTATION, L.L.C.; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (POLICE)

29. 2021-036 – RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDLAND SHUTTLE SERVICES INC. TO OPERATE A TAXICAB BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (POLICE)

SECOND READINGS

30. 10143 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 9,357-SQUARE FOOT PORTION OF LOT 2A, BLOCK 1A, MIDKIFF PLAZA ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST 250 LOOP NORTH, APPROXIMATELY 1,036 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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 JANUARY 12, 2021)

31. 10152 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 8, BLOCK 30, SKYLINE TERRACE WEST, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STILLMEADOW DRIVE AND FARGO AVENUE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 23, 2021)

32. 10153 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 15, NORTH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOLOMON LANE AND ACORN LANE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE TRACT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A

SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 23, 2021)

33. 10154 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 45, FAIRMONT PARK, SECTION 15, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE SOUTH SIDE OF HENRY KOONTZ BOULEVARD, APPROXIMATELY 535 FEET WEST OF NORTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 23, 2021)

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

34. 2021-027 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR OUTDOOR RETAIL SALES ON LOT 2, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND WEST WADLEY AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DEVELOPMENT SERVICES) (DEFERRED FROM FEBRUARY 23, 2021)

35. 041-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO DIAMONDBACK E&P LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: GRIDIRON N004WA; GRIDIRON NOO4WB; GRIDIRON N005JM; AND GRIDIRON N005LS; SAID WELLS BEING GENERALLY LOCATED 1,345 FEET NORTH OF BRIARWOOD AVENUE AND BETWEEN 1,684 FEET AND 1,775 FEET EAST OF AVALON DRIVE (DEVELOPMENT SERVICES)

36. 10156 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,166-SQUARE FOOT PORTION OF LOT 1, BLOCK 27, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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)

37. 10157 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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)

38. 10158 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,881-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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)

39. 10159 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

40. 10160 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

41. 10161 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 40 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 27, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MISSOURI AVENUE AND SOUTH G STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

42. 10162 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF THE NORTHEAST QUARTER OF BLOCK 74, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH JEFFERSON STREET, APPROXIMATELY 70 FEET SOUTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

43. 10163 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1C, BLOCK 33, NORTHGATE ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND BRIARWOOD 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)

44. 10164 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOLCOTT AVENUE AND RANKIN HIGHWAY); 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)

45. 10165 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-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 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION 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)

46. 10166 – AN ORDINANCE VACATING AND ABANDONING A 0.417-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, WITCHER ADDITION, AND LOTS 2 AND 3, BLOCK 1, WITCHER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORDEN DRIVE, APPROXIMATELY 296 FEET NORTH OF BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE INTERIM CITY MANAGER OF $54,489.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

47. 10167 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 39, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST PENNSYLVANIA 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)

MISCELLANEOUS

48. 042-2021 – MOTION APPEALING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT APPLICATION BY CACTUS SIGN CO. FOR LOT 1, BLOCK 2, WALLACE HEIGHTS, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ANDREWS HIGHWAY, APPROXIMATELY 974 FEET EAST OF NORTH LOOP 250 WEST) (DEVELOPMENT SERVICES)

49. 10168 – AN ORDINANCE CHANGING THE NAME OF THE PORTION OF EAST JAX AVENUE THAT IS ADJACENT TO LOT 11, BLOCK 1, LOTS 4 AND 5, BLOCK 4, AND BLOCK 5, BARBER-COLE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND GENERALLY LOCATED BETWEEN NORTH FORT WORTH STREET AND NORTH TERRELL STREET, TO "KENAN AVENUE"; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE (ENGINEERING SERVICES)

50. 10169 – AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING

THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; 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)

51. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY'S OFFICE)

Respectfully Submitted,

Robert Patrick
Interim 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
BRIEFING SESSION
MINUTES
February 23, 2021

DRAFT

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 9:45 AM, February 23, 2021.

Council Members present: Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong

Council Members absent: None

Staff members present: John Ohnemiller, Robert Patrick, Morris WIlliams

The meeting was called to order at 9:46 a.m.

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 representatives of the Midland Downtown Park Conservancy

Scott Kidwell, Downtown Park Conservancy President, provided an update on the park noting that construction is done and was under budget. The park opened on November 23rd. It was a soft opening due to COVID. They have no real operational, security or theft issues. The community has treated it like the gem it is. They made it through the storm in good shape. They continue to work on punch work. Attendance has been fabulous. They had no idea this would be a sledding park because of the hill they built. He thanked Council on behalf of the conservancy for being a partner and seeing the vision. This park is something special and we are just scratching the surface on what it can be.

Stephanie Martin, Executive Director, reported they have been blessed to have had no real incidents take place. COVID safety protocols are in place with hand sanitizing stations and an electrostatic sprayer. She handed out a FAQ and rate sheet noting they will be added to their website. She shared the rate sheet for those who wish to rent the park. They have some bookings and events taking place. They have had as many as 400-500 people in the park on weekend or school holiday nice weather days. They have several parking agreements in place within 1 ½ blocks of the park that provide 640 parking spaces. They continue to tweak things such as adding a dog bag dispenser on the south side of the park. Dogs are allowed on the perimeter of the park, in the concession area or in the dog park. They coordinate with the convention center to book events to ensure that the events

they each have are appropriate for each other. She thanked Council for their support.

All the business at hand having been completed, the meeting adjourned at 9:58 a.m.

PASSED AND APPROVED March 23, 2021.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

MIDLAND CITY COUNCIL
MINUTES
February 23, 2021

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., February 23, 2021.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Council Members absent:	None
Staff members present:	City Attorney John Ohnemiller, Interim City Manager Robert Patrick, Assistant City Manager Morris WIlliams

The meeting was called to order at 10:00 a.m.

OPENING ITEMS

Mayor Payton expressed appreciation to all who had a part in providing relief during the storm last week including City workers, the County and the hospital.

1. Invocation – Pastor Jason Atchley, Greenwood Baptist Church

2. Pledge of Allegiance

CONSENT AGENDA

Michael Trost moved to approve the Consent Agenda items 3-16, excluding item(s) 6; seconded by Spencer Robnett.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

3. MOTION APPROVING THE FOLLOWING MINUTES:

   a. REGULAR CITY COUNCIL MEETING OF FEBRUARY 9, 2021

4. 2021-022 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL

DRAFT

SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR THE DESIGN OF A WASTEWATER EXTENSION TO REMOVE THE TERRELL AND PECK LIFT STATION AND REROUTE THE DISCHARGE FOR THE UTILITIES DEPARTMENT FOR A COST OF $150,180.00; AND APPROVING $30,036.00 FOR CONTINGENCIES (GENERAL SERVICES)

5. 2021-023 – RESOLUTION AUTHORIZING THE EXECUTION OF THE FIFTH AMENDMENT TO THE INTERLOCAL MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS AND MIDLAND COUNTY HOSPITAL DISTRICT, DOING BUSINESS AS MIDLAND MEMORIAL HOSPITAL, FOR CERTAIN MEDICAL AND WELL-BEING SERVICES; SAID AMENDMENT PROVIDING FOR THE HOSTING OF INFLUENZA CLINICS AND NO ADJUSTMENT TO THE ANNUAL FEE; AND AUTHORIZING PAYMENT (ADMINISTRATIVE SERVICES)

7. 018-2021 – MOTION APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND INTERFLIGHT GLOBAL CORPORATION FOR SERVICES RELATED TO THE PROCUREMENT OF NEW TENANTS FOR FACILITIES LOCATED AT THE SPACEPORT BUSINESS PARK (CITY MANAGER)

8. 2021-024 – RESOLUTION APPROVING A GRANT OF CARES ACT FUNDS TO THE YMCA OF MIDLAND, TEXAS FOR CERTAIN COVID-19 COMMUNITY SERVICES IN THE AMOUNT OF $241,687.00; AUTHORIZING THE EXECUTION OF ALL RELATED DOCUMENTS NECESSARY AND APPROPRIATE TO EFFECTUATE THE ADMINISTRATION OF SAID FUNDS; AND AUTHORIZING PAYMENT OF SAID FUNDS (CITY MANAGER)

9. 2021-025 – RESOLUTION REAPPOINTING BARRY BEAL JR. TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE INTERIM CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND DOWNTOWN PARK CONSERVANCY (COMMUNITY SERVICES)

10. 2021-026 – RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PARSLEY ENERGY OPERATIONS, LLC (“OPERATOR”) TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 1,840 FEET NORTH OF EAST LOOP 250 NORTH AND 1,381 FEET WEST OF THE NORTH FAIRGROUNDS ROAD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

11. 019-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE AMENDMENT BETWEEN THE CITY OF MIDLAND AND BETA CRUDE CONNECTOR, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

12. 020-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE

DRAFT

BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX L.L.C.; THE PIPELINE IS LOCATED IN SECTION 10, BLOCK 38, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

13. 021-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX L.L.C., REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 2, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

14. 022-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX L.L.C., REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 38, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

15. 023-2021 – MOTION AUTHORIZING THE EXECUTION OF A SURFACE USE AGREEMENT BETWEEN THE CITY OF MIDLAND AND ENDEAVOR ENERGY RESOURCES, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P R.R. CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

16. 024-2021 – MOTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO RIGHT OF WAY LICENSE BETWEEN THE CITY OF MIDLAND AND OLC KERMIT, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 5, BLOCK C24, PSL SURVEY, WINKLER AND LOVING COUNTIES, TEXAS, AND SECTIONS 7, 12, 13, 19, 20, AND 27, BLOCK C23, PSL SURVEY, WINKLER COUNTY, TEXAS (UTILITIES)

The following item(s) were pulled from consent agenda and considered individually.

6. 017-2021 – MOTION APPROVING AN AMENDMENT TO THAT CERTAIN LOCATION INCENTIVES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER FOR THE EXPANSION OF THE PHYSICIAN ASSISTANT STUDIES PROGRAM IN THE CITY OF MIDLAND, TEXAS (CITY MANAGER)

Council Member Ladd asked if we are still subsidizing doctors in Midland. John Trischitti, MDC, reported that the agreement expired.

Council Member Robnett reported that in the last few years there were several agreements with Texas Tech that had matching funds and asked if there were matching funds. Mr. Trischitti reported those started from Speaker Craddick in the last biennium and they had several other funding sources. MDC was the last in.

Jack Ladd moved to approve Motion No. 017-2021; seconded by Michael Trost.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

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NAY: None
ABSTAIN: None
ABSENT: None

SECOND READINGS

17. 10151 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.58-ACRE TRACT OF LAND OUT OF SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND MAPLE AVENUE), BY PERMITTING A NON-MASONRY SCREENING WALL OF A REDUCED HEIGHT ALONG THE NORTHERN BOUNDARY OF THE PROPERTY IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 09, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10151.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10151; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

18. 10152 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 8, BLOCK 30, SKYLINE TERRACE WEST, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STILLMEADOW DRIVE AND FARGO AVENUE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10152.

Development Services Director Chuck Harrington gave a brief overview of the item noting

DRAFT

the existing carport is allowed but under new regulations it requires a 15-foot setback for corner lots. From Staff's standpoint, no hardship has been exhibited. This will affect other lots across the City. He clarified that access will be from the alley. The applicant is adding sides to the carport to fully enclose it. Staff confirmed there are no line-of-sight issues.

Mayor Payton opened the public hearing at 10:09 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10152; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

19. 10153 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 15, NORTH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOLOMON LANE AND ACORN LANE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE TRACT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10153.

Mayor Payton opened the public hearing at 10:10 a.m.

Cory Rylander, 221 Solomon Lane, reported that the building was built in the 1960s and they use it as storage. He confirmed that the new expansion will not be closer to the lot line than the existing structure.

There being no one else wishing to speak, the public hearing was closed at 10:11 a.m.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10153; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

20. 10154 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 45, FAIRMONT PARK, SECTION 15, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR

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A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE SOUTH SIDE OF HENRY KOONTZ BOULEVARD, APPROXIMATELY 535 FEET WEST OF NORTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10154.

Development Services Director Chuck Harrington gave a brief overview of the item noting that previously Home Depot did not do equipment rentals, and now they need the extra parking to store their equipment on the west side of the building. Because this is a Planned Development, it requires Council approval. They will still have plenty of parking spaces. Staff recommends approval.

Mayor Payton opened the public hearing at 10:13 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10154; seconded by Spencer Robnett.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

21. 2021-027 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR OUTDOOR RETAIL SALES ON LOT 2, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND WEST WADLEY AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview of the item noting this involves the south side of the garden center at Lowes. They have had problems in the past and complaints have been received about the use of this property. They are asking to authorize a seasonal sale, but because this has become such a regular thing, staff feels it would be best for them to extend their enclosed area so as not to impact the adjoining neighborhoods. All of their south side storage has no protective screening and many complaints were received from the neighbors.

Council Member Blong confirmed they store excess sod and non-viable plants, and equipment. She has received many complaints that it is disruptive to the people in the area because of trash and critters.

Mr. Harrington reported that staff recommends denial.

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Council Member Dufford suggested the item be deferred, and asked the applicant to come back with a different plan. Mayor Payton added that they have been a good partner through COVID and agreed with deferring this to allow them to come up with a plan to mitigate.

Mayor Payton opened the public hearing at 10:18 a.m.

Travis Spicer with Lowe's spoke via Zoom, asked what needed to be done. Council noted that this space has had fairly continuous usage for storage and suggested the best plan would be to enclose the space which would obstruct the view from the neighbors and prevent blowing trash. Mr. Spicer reported he would go back to the store manager who runs the project and they would look at what options they have. They can look at flexing the space and include some sort of permanent enclosure. He added they would likely want a gate in the rear and front to allow for quick loading.

There being no one else wishing to speak, the public hearing was closed at 10:21 a.m.

Scott Dufford moved to defer Resolution No. 2021-027; seconded by Michael Trost.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

MISCELLANEOUS

22. 015-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE WITH MT223, LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS AN APPROXIMATE 2,140-SQUARE FOOT PORTION OF SOUTH COLORADO STREET RIGHT-OF-WAY ADJACENT TO LOT 12, BLOCK 65, AND CERTAIN OTHER NEARBY PORTIONS OF SOUTH COLORADO STREET, SOUTH LORAINE STREET, WEST WALL STREET, AND WEST MISSOURI AVENUE RIGHTS-OF-WAY, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (ENGINEERING SERVICES)

Development Services Director Chuck Harrington reported that the hours have changed. Originally they wanted to operate 24/7 and now they will operate from 9:00 a.m. to 10:00 p.m.

Sherman Jameson, 222 W. Wall Street, reported their goal is to work with downtown businesses and restaurants to alleviate the parking shortage. They will take up three spaces on the west side of Opals and use that space to valet park vehicles that will be moved to a private parking lot. The term of this agreement is for one year at a cost of $1,000.00. City Attorney John Ohnemiller added that with 90 days notice, either party can terminate the agreement. Mr. Sherman noted the fee they expect to charge is $7.00.

Council Member Trost asked if they would also take the handicapped space. Mr. Jameson confirmed the handicapped spot would remain.

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Lori Blong moved to approve Motion No. 015-2021 with the amendment to require Council approval for renewal; seconded by Spencer Robnett.

The motion passed by the following vote:
AYE: Payton, Robnett, Dufford, Norman, Blong
NAY: Trost, Ladd
ABSTAIN: None
ABSENT: None

23. 10155 – DISCUSSION AND CONSIDERATION OF ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF MIDLAND, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021," INCLUDING THE ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF SUCH BONDS, ESTABLISHING PARAMETERS FOR THE SALE AND ISSUANCE OF SUCH BONDS AND DELEGATING CERTAIN MATTERS TO AN AUTHORIZED OFFICIAL OF THE CITY (FINANCE)

Mayor Payton read the caption of Ordinance No. 10155.

Finance Director Mark Mason reported this is for refunding the 2012 bonds. There is $19.2 million remaining with 10-11 years of debt. They expect to have a market basis savings of $2.6 million. Rates are currently at the bottom of the market. This item will authorize the pricing officer to make transaction within the next six months that fall within the parameters. They fully expect this to occur within the next 10 days.

Spencer Robnett moved to approve the first and only reading of Ordinance No. 10155; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: None

24. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECREATRY'S OFFICE)

No appointments were made.

EXECUTIVE SESSION

Mayor Payton recessed the meeting to go to Executive Session at 10:37 a.m.

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

a. Section 551.071, Consultation with the City Attorney

a.1. Discuss matters in which the duty of the attorney(s) to the governmental body

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under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

All the business at hand having been completed, the meeting adjourned at 11:19 a.m.

PASSED AND APPROVED March 23, 2021.

_____

Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

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City Council Meeting

Item Number: 5

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A THREE (3) YEAR SOLE-SOURCE CONTRACT FOR THE USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, MAINTENANCE SUPPORT, AND ASSOCIATED UPGRADES WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INCORPORATED AT A COST OF $100,000.00 PER YEAR FOR A TOTAL OF $300,000.00 (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a three (3) year sole source agreement for the use and maintenance of Geographic Information System (GIS) software with Environmental Systems Research Institute, Incorporated (ESRI), the cost of the contract is $100,000.00 per year for a total cost of $300,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the FY21 General Fund Operating Budget.

Discussion:

ESRI software provides digital data and mapping products for use by City staff and the public. The Communication and Information Systems Department is using ESRI software to obtain geographic information for the GIS Division. The Cityworks software and NewEdge software that the City utilizes only function in conjunction with the ESRI software. Environmental Systems Research Institute, Incorporated (ESRI) is a sole source provider of this software. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret

processes, or natural monopolies. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution authorizing the execution of a three (3) year sole source agreement for the use and maintenance of Geographic Information System (GIS) software with Environmental Systems Research Institute, Incorporated (ESRI), for the cost of $100,000.00 per year; for a total cost of $300,000.00.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A THREE (3) YEAR SOLE-SOURCE CONTRACT FOR THE USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, MAINTENANCE SUPPORT, AND ASSOCIATED UPGRADES WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INCORPORATED AT A COST OF $100,000.00 PER YEAR FOR A TOTAL OF $300,000.00

WHEREAS, the City of Midland's Engineering Services Department requires the use of certain geographic information system ("GIS") software, maintenance support, and associated upgrades; and

WHEREAS, Environmental Systems Research Institute, Inc. ("ESRI"), is the sole provider of said GIS software, maintenance support, and associated upgrades; and

WHEREAS, ESRI has agreed to provide the City with said GIS software, maintenance support, and associated upgrades at a cost of $100,000.00 per year; and

WHEREAS, the City Council finds the price proposed for said software, maintenance support, and associated upgrades to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a three-year sole-source contract to ESRI for unlimited use of GIS software, maintenance support, and associated upgrades at a cost of $100,000.00 per year;

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

SECTION ONE. That the Interim City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, three-year contract to ESRI for unlimited use of GIS software, maintenance support, and associated upgrades at a cost of $100,000.00 per year, said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION TWO. That upon receipt of proper invoices or statements approved by the Interim City Manager, the City Comptroller is hereby authorized and directed to pay ESRI the total cost $300,000.00 or $100,000.00 per year from funds available in the General

Fund Operating Budget of the fiscal year in which payment is due.

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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED ONLY AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2021\Contracts\ESRI Extended License Agreement .wpd

February 17, 2021

Mr. Daniel Armentrout
City of Midland
300 N Loraine St
Midland, TX 79701-4725

Dear Daniel,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Eric Lomeli

Quotation # Q-424558

Date: February 17, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 4886 Contract #

City of Midland
GIS Div
300 N Loraine St
Midland, TX 79701-4725

ATTENTION: Daniel Armentrout
PHONE: 432-685-7470
EMAIL: darmentrout@midlandtexas.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/17/2020 To: 3/16/2021

Material	Qty	Term	Unit Price	Total
168181	1	Year 1	$100,000.00	$100,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				
168181	1	Year 2	$100,000.00	$100,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				
168181	1	Year 3	$100,000.00	$100,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				

Subtotal:	$300,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$300,000.00

Please note a one time discount has been applied to the terms of this Enterprise Agreement Renewal.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Eric Lomeli	elomeli@esri.com	(210) 499-1044 x8845

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

LOMELIE **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-5)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
1,000 ArcGIS Online Viewers
1,000 ArcGIS Online Creators
110,000 ArcGIS Online Service Credits
1,000 ArcGIS Enterprise Creators
10 ArcGIS Insights in ArcGIS Enterprise
10 ArcGIS Insights in ArcGIS Online
100 ArcGIS Tracker for ArcGIS Enterprise
100 ArcGIS Tracker for ArcGIS Online
6 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
6 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

DATE: March 2, 2021

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Request to enter into a multi-year agreement with Esri for Geographical Information System Software

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The City's current multi-year agreement for geographical mapping is ending in March 2021. As a result, staff requests a resolution authorizing the execution of a three (3) year agreement for the use and maintenance of Geographic Information System (GIS) software for the GIS Division with Environmental Systems Research Institute, Incorporated (Esri) of Redlands, California for a total cost of $300,000.00.

Esri is a standard product for providing data for mapping in a usable format for municipalities. For more than a decade, the City has used Esri software for digital data and mapping products for citizens, consultants, developers, and other internal City software systems. The data maintained under the City's Esri Enterprise License Agreement (ELA) is used to support digital data mapping for City systems including software for public safety, utility billing, permitting and inspections, internal work orders and overall asset and land management for the City of Midland.

The three-year contract is $100,000 per fiscal year for a total cost of $300,000. Funding is provided in CISD Software Maintenance.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373

DATE: February 16, 2021

TO: City of Midland TX

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: **Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement**

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackie Ricks
Contract Coordinator
esri
Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com

Esri 380 New York St., Redlands, CA 92373-8100, USA • TEL 909-793-2853 • FAX 909-793-5953 • E-MAIL info@esri.com • WEB www.esri.com

February 17, 2021

Mr. Daniel Armentrout
City of Midland
300 N Loraine St
Midland, TX 79701-4725

Dear Daniel,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Eric Lomeli

Quotation # Q-424558

Date: February 17, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 4886 Contract #

City of Midland
GIS Div
300 N Loraine St
Midland, TX 79701-4725

ATTENTION: Daniel Armentrout
PHONE: 432-685-7470
EMAIL: darmentrout@midlandtexas.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/17/2020 To: 3/16/2021

Material	Qty	Term	Unit Price	Total
168181	1	Year 1	$100,000.00	$100,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				
168181	1	Year 2	$100,000.00	$100,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				
168181	1	Year 3	$100,000.00	$100,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				

Subtotal:	$300,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$300,000.00

Please note a one time discount has been applied to the terms of this Enterprise Agreement Renewal.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Eric Lomeli	elomeli@esri.com	(210) 499-1044 x8845

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

LOMELIE **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-5)

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Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
1,000 ArcGIS Online Viewers
1,000 ArcGIS Online Creators
110,000 ArcGIS Online Service Credits
1,000 ArcGIS Enterprise Creators
10 ArcGIS Insights in ArcGIS Enterprise
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Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

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3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

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owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

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4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

City Council Meeting

Item Number: 6

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: Motion authorizing the execution of an amendment to that certain Turf and Landscape Maintenance Services Contract for City Parks and Other Municipal Sites with Alldredge Gardens, LP; said amendment providing for the extension of the term of the Contract until the end of the 2020-2021 Fiscal Year (GENERAL SERVICES)

Purpose:

Approval of a motion authorizing the execution of an amendment to that certain Turf and Landscape Maintenance Services Contract for City Parks and Other Municipal Sites with Alldredge Gardens, LP; said amendment providing for the extension of the term of the Contract until the end of the 2020-2021 Fiscal Year.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds for ground maintenance are available in the FY21 General Fund operating budget and the FY21 Sports Complex Operating Budget.

Discussion:

Resolution 2014-141 approved the execution of a contract for turf and landscape maintenance services for the City Midland Parks, Athletic Fields, and other City Properties maintained within the Parks and Recreation Division on an annual basis with Alldredge Gardens, LP. Staff recommends amending the original agreement by extending the term to September 30, 2021. Please see the attached memo from Tina Jauz, Community Services Director, for further information.

Therefore, please consider a motion authorizing the execution of an amendment to that certain

Turf and Landscape Maintenance Services Contract for City Parks and Other Municipal Sites with Alldredge Gardens, LP of Midland, Texas; said amendment providing for the extension of the term of the Contract until the end of the 2020-2021 Fiscal Year.

Morris Williams Jr.

City Manager's Office

CITY OF MIDLAND

Community Services Department
Interoffice Memorandum

Date: March 11, 2021
To: Robert Patrick, Interim City Manager
From: Tina Jauz, Community Services Director
Subject: Amendment to extend contract 7719-14 with Alldredge Gardens for Parks and Scharbauer Sports Complex landscape maintenance

Contract 7719-14 with Alldredge Gardens is currently in place for the regular maintenance of all City of Midland Parks and the Scharbauer Sports Complex. The contract will expire on May 6, 2021. Consultants with Dunaway Associates are currently working to evaluate maintenance practices specified in the existing contract. They will soon be recommending changes to existing maintenance practices to improve the overall appearance and condition of the City of Midland's recreational facilities. In order to utilize the information that will be recommended, the Parks Division requests an extension of Contract 7719-14 until the end of the current fiscal year. This will allow the preparation of new specifications that will incorporate the consultant's recommendations. The new contract will then be put out for bids and be in place for Fiscal Year 2022.

Alldredge Gardens has committed to continuing the contract at the current rate until the new contract is in place. The funds to continue the contract are available in the Parks and Scharbauer Sports Complex operating budgets.

Staff recommends an amendment to Contract 7719-14 with Alldredge Gardens extending the contract until September 30, 2021.

Funds for ground maintenance are available in the FY21 General Fund operating budget and the FY21 Sports Complex Operating Budget.

AMENDMENT TO THE TURF AND LANDSCAPE MAINTENANCE SERVICES CONTRACT FOR CITY PARKS AND OTHER MUNICIPAL SITES BETWEEN THE CITY OF MIDLAND, TEXAS AND ALLDREDGE GARDENS, LP

THIS AMENDMENT is made and effective March 24, 2021, by and between the City of Midland, Texas ("*City*"), a home-rule municipal corporation, and Alldredge Gardens, LP ("*Contractor*").

WHEREAS, City and Contractor entered into that certain Turf and Landscape Maintenance Services Contract for City Parks and Other Municipal Sites (the "*Contract*"), effective May 7, 2014, which was approved by Midland City Council Resolution No. 2014-141; and

WHEREAS, the Contract has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, City and Contractor desire to make certain amendments to the Contract as set forth below;

W I T N E S S E T H:

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

1. Section 10 of the Contract is hereby amended in its entirety to read as follows:

> **Duration.** The term of this Contract shall be for a period of two (2) years, commencing on the effective date and terminating on September 30, 2016. Thereafter, this Contract may be extended upon the agreement of the parties for an additional five (5) one-year terms. However, if a documented increase in the minimum wage established by the United States Government or the increase or decrease of the rack price of fuel occurs and results in an increase or decrease of Contractor's costs in the services required by this Contract during the initial two-year term, the parties shall agree to an equitable adjustment in the Contract price prior to the parties agreeing to extend the Contract beyond the initial two-year term. A documented increase in the minimum wage or the increase/decrease of the rack price of fuel are the only increases/decreases in Contractor's costs that the City shall pay for during any term extension. Contractor shall provide rack prices of fuel to the Parks Operations Manager every three (3) months during the term of this Contract. However, if City deems Contractor's performance under this Contract to be unsatisfactory, City may cancel this Contract upon thirty (30) days' notice to Contractor. Likewise, Contractor may terminate this Contract upon thirty (30) days' written notice to City upon City's breach of any material terms of this Contract.

Should City fail to appropriate money for this Contract in any fiscal year, this Contract shall be cancelled as of the beginning of such fiscal year and City shall owe no damages to Contractor for such cancellation.

2. The Contract, inclusive of this Amendment, is hereby ratified and affirmed by City and Contractor, and the Contract 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, TEXAS

_____
Robert Patrick, Interim City Manager

ATTEST:

_____
Amy M. Turner, Secretary

ALLDREDGE GARDENS, LP

By: _____

Name: _____

Title: _____

RESOLUTION NO. 2014-141

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR TURF AND LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF MIDLAND PARKS, ATHLETIC FIELDS, AND OTHER CITY PROPERTIES MAINTAINED WITHIN THE PARKS AND RECREATION DIVISION FROM THE SOLE BIDDER, ALLDREGE GARDENS, L.P., IN THE AMOUNT OF $3,992,948.00 FOR TWO YEARS; AND WAIVING THE PAYMENT AND PERFORMANCE BONDS

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for Turf and Landscape Maintenance Services for the City of Midland Parks, athletic fields, and other City properties maintained within the Parks and Recreation Division; and

WHEREAS, Bid No.7719-14 was opened on April 16, 2014, with the sole bid being submitted from Alldredge Gardens, L.P., as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the Council finds the price proposed by Alldredge Gardens, L.P. to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Alldredge Gardens, L.P., for said project;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for Turf and Landscape Maintenance Services for the City of Midland Parks, athletic fields, and other City properties maintained within the Parks and Recreation Division, at a total price not to exceed $3,992,948.00 for two (2) years, 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 Alldredge Gardens, L.P., for the work referenced herein from funds available upon proper

TURF AND LANDSCAPE MAINTENANCE SERVICES CONTRACT FOR CITY PARKS AND OTHER MUNICIPAL SITES #7719-14

THIS CONTRACT, effective the 7th Day of May, 2014, the City of Midland, hereinafter referred to as the "City", and Alldredge Gardens, LP, hereinafter referred to as the "Contractor", do hereby enter into this contract for landscape maintenance services to be performed by the Contractor at the City of Midland specified park sites and other municipal areas.

1. **Service to be Performed:** The Contractor shall provide the turf and landscape maintenance services at certain City parks and other sites as set forth in Exhibit, "A" which is attached hereto and made a part hereof for all legal purposes. All aeration, chemical application (fertilizer, insecticide, and herbicide) and pruning will be performed by the Owner. In performing such services, Contractor will coordinate all herbicide-spraying schedules with the City's Parks Operations Manager. Only material approved for use by the Texas Department of Agriculture will be permitted. Contractor will provide any information to the City's Parks Operations Manager, which is requested by such Manager for approval prior to any pesticide or herbicide application.

In performing such services, Contractor will be responsible for reimbursement of all costs necessary to repair any damages to irrigation system incurred in the performance of this contract. This responsibility shall not be a limitation of the indemnity provisions set forth in the contract.

2. **Supplies:** Contractor shall provide all supplies necessary for the performance of this contract unless specifically stated otherwise is this contract.

3. **Equipment:** All machinery, materials, related hand tools, etc., necessary for the execution of this contract shall be supplied by the Contractor. No equipment shall be stored on any park site or other property owned by the City.

4. **Service Hours:** The Contractor shall perform all work hereunder between 7:30 a.m. and 5:00 p.m. on a daily basis. The term "daily" as used in this contract shall mean all Mondays through Fridays on which the City is open for business. Presence of the Contractor at a park or other City site past 5:00 p.m. or on weekends may be approved by the Parks Operations Manager or other designated personnel.

5. **Supevision:** A supervisor employed by the Contractor shall accompany the Contractor's

employees when those employees are present at the park or other City sites pursuant to this contract. The supervisor shall make daily contact with the City's Parks Operations Manager or his designee. The supervisor shall manage the daily work schedules and maintain periodic frequency logs of services performed and other such data as requested by the City of Midland. The supervisor shall, at the request of the City's Parks Operations Manager, provide to the City scheduling information stating the location and the week, day and time during which the Contractor will perform its obligations under this contract. All jobs records maintained by the supervisor shall be available to the City's Parks Operations Manager or his designee. The Contractor shall attend all meetings, which the City's Parks Operations Manager may, at his discretion, call to discuss the services provided to the City by the Contractor under this contract.

6. **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.

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.

7. **Employees:** The Contractor shall endeavor to employ only trustworthy, reliable persons and shall thoroughly check the qualifications of each person it employs prior to bringing that person to the park or other City sites pursuant to this contract. The names and records of all employees used pursuant to this contract shall be furnished by the Contractor to the City's Parks Operations Manager. The City's Parks Operations Manager may, for cause, forbid employment of any particular employee by the Contractor for work at the specified sites. All of the Contractor's employees shall be able to be identified by dress and an insignia affixed to their shirts or blouses with the name of the Contractor clearly legible thereon. Such identification must be worn by those employees while fulfilling their duties at the specified sites. The Contractor shall be responsible for instructing its employees in regard to safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations.

8. **Record Keeping:** The Contractor shall maintain accurate employment records on each

employee. The Contractor shall further maintain a periodic log recording the services performed at the specified sites. All such records shall be made available to the City's Parks Operations Manager. The Contractor, at the request of the City, shall provide the City with other special reports or information.

9. **Inspections:** The Contractor's supervisor shall make daily inspections of the work done by the Contract pursuant to this contract and shall record the results of those inspections. The supervision shall then submit those inspection results to the City's Parks Operations Manager or his designee. At any time, the City's Parks Operations Manager may inspect the work done by the Contractor and inform the Contractor of the results of his inspection. The Contractor shall promptly correct any deficiencies in the work as revealed by the inspection of the City's Parks Operations Manager.

10. **Duration:** This contract shall extend according to its terms from the date first set out in the execution to two (2) therefrom. Thereafter, this contract may be extended upon agreement of the parties for a term of no longer than one (1) year. The number of additional one (1) year extensions agreed to shall be limited to five (5) and shall be made under the same terms and conditions. However, if during the two (2) year primary term, a documented increase in the minimum wage established by the United States Federal Government or the increase or decrease of the rack price of fuel occurs and results in an increase or decrease of the Contractor's costs in providing the services required in this contract, the parties hereto shall agree to an equitable adjustment in the contract price prior to the parties agreeing to extend the contract beyond the two (2) year primary term. A documented increase in the minimum wage or the increase/decrease of the rack price of fuel are the only increases/decreases in the Contractor's costs which the City shall pay for during an extended term. Contractor will provide rack prices of fuel to the Parks Operations Manager every three months through out this contract. However, if at any time the City deems the Contractor's performance under this contract to be unsatisfactory, it may cancel this contract upon thirty (30) days notice to the Contractor. Likewise, the Contractor may terminate this contract upon thirty (30) days written notice to the City should the City breach any of the material terms of this contract. Should the City fail to appropriate money for this contract for any fiscal year, this contract shall be canceled as of the beginning of that fiscal year, and the City shall owe no damages to the Contractor for such cancellation.

11. **Change in Services:** City through its Parks Operations Manager may request from time to time changes in the scope or focus of the activities to be conducted by Contractor pursuant to this contract. Any such change which varies significantly from the scope of services and would entail a significant

increase in cost or expense to Contractor shall be mutually agreed on by Contractor and the City.

12. **Ownership Documents:** Upon acceptance or approval by City, all reports, information and other data given to, prepared or assembled by Contractor under this contract, and any other related documents or items shall become the sole property of City and shall be delivered to City, without restriction on future use. Contractor may make copies of any and all documents for its files.

13. **Right of Review and Audit:** City may review any and all of the services performed by Contractor under this contract. City is hereby granted the right to audit, at City's election, all of Contractor's billings relating to the performing of this contract. Contractor agrees to retain such records for a minimum of one (1) year following completion of this contract.

14. **Counterparts:** This contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15. **Captions:** The captions to the various clauses of this contract are for informational purposes only and shall not alter the substance of the terms and conditions of this contract.

16. **Entire Agreement:** This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this contract, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this contract.

17. **Force Majeure:** Neither City nor Contractor shall be required to perform any term, condition or covenant in this agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of City or Contractor except as herein provided, and which by the exercise of due diligence City or Contractor is unable, wholly or in part, to prevent or overcome.

18. **Taxes:** Contractor shall not include federal taxes or State of Texas limited sales excise and use taxes in their invoices or vouchers and statements of cost. The City is exempt from payment of such taxes and an exemption certificate will be furnished to contractor if requested.

19. **Remedies:** The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law and under this contract including the right of specific performance and offset.

a. **Non-Performance:** Non-Performance is defined as work scheduled, but not performed for reasons other than weather, or work not performed at the direction of the Owner. When a Non-Performance condition occurs, the Contractor will deduct from his monthly invoice, an amount equal to the cost of work that was scheduled to be performed

20. **Permits and Licenses:** Contractor will maintain in effect during the term of this Agreement any and all federal, state and local licenses and permits, which may be required of Contractor generally.

21. **Advertising:** Contractor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

22. **Payment:** In consideration for the services provided and terms agreed to above by the Contractor, the City shall pay to the Contractor an estimated $1,996,474.00 per year in monthly installments based on work performed. After all work is completed by the Contractor, including all Change Orders altering the original scope and amount of said contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City shall thereafter issue payment to the Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the work is completed by the Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements. The City may make periodic payments to the Contractor, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by the Contractor and approved by the City.

23. **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:

a. Defective work not remedied; or

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

c. 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

d. 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.

24. **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.

25. **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.

a. 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.

26. **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.

27. **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.

28. **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.

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

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

29. 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.

30. **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.

31. **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. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

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. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

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.

32. **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.

receipt of invoices or statements approved by the City Manager.

SECTION THREE. That the Funds are available in the operational budget of Park and Recreation (0090) in Community Services (090) in the General Fund (001) in the turf and landscape maintenance services account (3370).

SECTION FOUR. That the Payment and Performance bonds are hereby waived.

On motion of Council member Love, seconded by Council member Lacy, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 6th day of May, A.D., 2014, by the following vote:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales and Lacy

Council members voting "NAY": None

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

33. **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.**

34. **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.

35. **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.

36. **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.

37. **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.

38. **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: 7719-14

City of Midland

CONTRACTOR

Courtney B. Sharp, City Manager

APPROVED ONLY AS TO FORM

Keith Stretcher, City Attorney

ATTEST

Amy M. Turner, City Secretary

Contractor Corporate Acknowledgment: Contract: 7719-14

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20___ personally appeared _____, an officer of Alldredge Gardens, LP, 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

Best and Final Offer

Original Bid Amount	$	2,535,588.00
Change mowing schedule to 14 days	$	(289,000.00)
Only spot treat for fire ants as needed	$	(38,240.00)
Schedule A is only schedule to receive pre-emergent	$	(97,600.00)
City to make 100% of irrigation repairs	$	(8,300.00)
Omit mowing all baseball, little league, softball fields	$	(167,424.00)
Apply pre-emergent to Dog Park	$	2,100.00
Add in cost of Schedule G	$	59,350.00
New proposal amount	$	1,996,474.00

Notes:
All fenced fields can be mowed with a 72" rider
Round-up can be used to chemically edge
No die marker to be used without prior concent
City to repair all sprinkers and contractor to mark damages
City staff to mow all of baseball in all parks

1 Execution of Offer

2 Bidder's Information

3 References

4 Payment/Bid Bond

5 Cost Summary Schedules

6 Proposal Details

7 Fuel Benchmarks

8 Conflict of Interest Questionnaire

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through .

Offeror/ COMPANY: Alldredge Gardens, LP

SIGNATURE (INK): David Alldredge

NAME: (TYPED/PRINTED) David Alldredge

TITLE: Member

STREET: P.O. Box 50,005

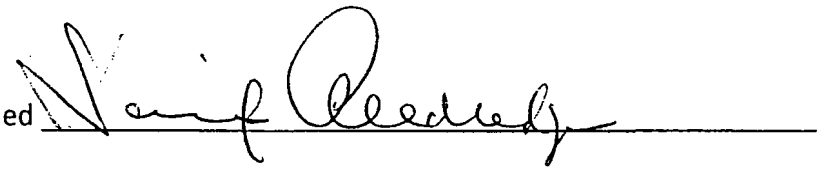
CITY/STATE/ZIP: Midland, Tx. 79710

TELEPHONE: 432-682-4500 FAX: 432-687-6876

E-MAIL ADDRESS: Alldredgedla@yahoo.com

Bidder's Information

Alldredge Gardens, LP is the bidder. Our address is P O Box 50,005 Midland, TX 79710. Phone is 432-682-4500. Our Federal Tax I D number 75-1587188. This offer is being put forth by David Alldredge owner of Alldredge Gardens, LP.

Signed 

Our implementation plan is very similar to what we are currently doing for the City Parks. We do have plans on buying 3 new 5900 Toro riders at a cost of $93,000 each along with new trucks and trailers. We will be replacing some of our Exmark 72" riders with new units. Our supervisor for parks will still be me and Henry Villa who has taken care of the park contract for 12 years now. As in the past we will work overtime when necessary to help keep up with mowing after rainy periods at no additional cost to the city. Our goal continues to be a partner to the Parks department to improve the overall quality of Parks in our City.

Our staff is the most knowledgeable in the Permian Basin with two individuals with degrees in Landscape Architecture and one with a Doctorate Degree in Ag Science. My degree is in Earth Science. We have several trained horticulturalist on staff. We have a large management team with over 200 years of experience in the landscape and maintenance fields. We are available for consotation for any of the City's needs at no additional charge. We have been in business for 35 years in Midland.

Our training programs for our employees are un-matched in this area. We have our spray guys train for 120 days and then tested before they are allowed to mix and spray chemicals on their own. Our crew members receive two weeks of training before they are placed on a crew to mow, weedeat or edge. Besides training our crews are constantly supervised and monitored for quality control.

REFERCENES

Midland County Courthouse and Properties

Judge Mike Bradford

500 North Loraine

Midland Texas 79701

Midland Independent School District

Mr. James Riggens

615 Missouri Ave.

Midland, Texas 79701

City of Midland Parks Department

Ms. Laurie Williams

More references furnished upon request.

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE A - SPORTS ASSOCIATION ATHLETIC FIELDS

Proposal From:			Monthly Bids For Specific Seivices			Composite Bids for All Seivices	
Property Name	Location	Area	Litter and Trash Pick Up, Edging, Trimming, (57 cycles/year) mowing	Aerification and Fertilization (2 times /year)	Pesticide, Herbicide (as needed)	Monthlv	Annuallv
Beal Park	5200 Wall						
(Baseballj		S AC.	1958	361	264		
(Cricket)		Yi AC.	120	22	12		
(Soccer)		4 Yi AC.	1965	203	148		
Butler Park	4000 Bluebird						
(Baseball)		7 AC.	1713	316	230		
(Soccer)		S AC.	1958	361	264		
CJ Kelly Park	5500 Leaaue Drive						
(Baseball'		S AC.	1224	223	165		
(Football'		2 AC.	490	337	66		
Hogan Park	1201 E. Wadlev						
(Baseball)		S AC.	1958	361	264		
(Softball)		9 AC.	2204	403	298		
(Soccer)		22 Yi AC.	5510	1015	743		
Reyes/Mashburn/Nelms Park	2101 E. Cuthbert						
(Baseball)		7 AC.	1713	316	231		
(Soccer)		12 AC.	2940	542	397		
MUGS/Ulmer Park	2700 W. Kentuckv						
(Softballl		9 AC.	2204	403	298		
Windlands Park	1000 W. Denaar						
(Baseball)		4 AC.	978	180	152		

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, Purchasing Manager

Tina Jauz, Community Services Director

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

City Of Midland
Turf & Landscape Services
Cost Summary

Schedule A

Proposal From:			Monthly Bids For Specific Services			Composite Bids for All Services	
Property Name	Loration	Area	Litter and Trash Pick Up, Edging, Trimming, (57 cycles/year)	Aeriflcation and Fertilization (2 times /year)	Pesticide, Herbicide (as needed)	Monthly	Annually
(Soccer)		19 AC.	4652	857	628		
Totals Schedule A						41636	499632

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE B-GENERAL PARK LAND/SCHARBAUER SPORTS COMPLEX

Proposal From:				Monthly Bids For Specific Services				Composite Bids for All Services	
ProDllrtv Name	Location	Turf Area	Plant Bed Area	Litter and Trash Pick Up, Edging, Trimming (35 cycles/year) Mowing	Fertilization (2times/ year)	Pesticide, Herbicide (as needed)	Plant Bed and Shrub Maintenance (&times/ year)	Monthly	Annually
Beal	5200 Wall	35 AC.	NA	7129	1077	2531			
Bradford	801 E Pennsylvania	3.S AC.	NA	715	108	253			
Butler	4000 Bluebird	13 AC.	1358	2658	402	945	211		
Cowden	1100 Ward	6 AC	NA	1223	185	435			
Crier Park	"H" at Texas	Y:z AC	5722	101	15	35	768		
Dennis the Menace	2201 W. Indiana	5.7 AC.	NA	1164	176	413			
Doug Russell Pool	900 N. Midland Dr.	S AC	450	1020	154	362			
Dunagan	600 E. Gist	2 AC.	NA	405	61	143	182		
(Soccer)		6 AC.	NA	1226	185	435	152		
Elkin	1101 W. Washington	2 AC.	100	405	61	143			
Essex	3400 Whittle Way	4 AC.	1000	818	124	291			
Faskin	2301 Humble Ave	3 Y:z AC.	NA	715	108	254			
Garrett-Brown	300 S. Holly Dr	9 AC.	NA	1839	278	653			
Grasslands	2501 Crowly	7 AC.	NA	1430	216	508			
Haley	1800 Holloway Ave.	3 Y:z AC.	NA	717	108	254			
Halff	100 E. New Jersey	2 AC.	NA	414	63	148			
Henderson	4701 Graceland Dr.	3 *Y,* AC	NA	717	108	254			
Hidalgo Park	1401 Orchard Lane	6 AC	NA	1226	186	439			
(Softball)		I AC.	NA	204	31	73			
Hill	1301 W. Cuthbert	5 Y:z AC	400	1122	170	399	62		
Hogan Park	1201 E. Wadley	57 AC	1064	11643	1759	4133	166		
(Dog Parks)		*S AC.*	NA	1013	153	359			
House	4800 Ric Drive	6 Y:z AC	NA	1324	200	470			
Ida Jo Moore	701 W. Nobles	1 *Y,* AC.	NA	304	46	108			
Indiana Islands (3)	At "C" and "G"	2 AC.	NA	414	63	148			
Jacotte	Golf Course intersect.	1 AC.	NA	304	46	108			
	With Jacotte		NA			376			
Lloyd	Cuthbert & Marienfeld	1/3 AC.	NA	101	16	38			
CJ Kelly	*5500* League Drive	43 AC.	1000	8784	1327	3118	152		

City Of Midland
Turf & Landscape Services
Cost Summary

Schedule B

Proposal From:				Monthly Bids For Specific Services				Composite Bids for All Services	
Pro""riv Name	Location	Turf Area	Plant Bed Area	Litter and Trash Pick Up, Edging, Trimming (35 cycles/year) Mowing	Fertilization (2 times / year)	Pesticide, Herbicide (as needed)	Plant Bed and Shrub Maintenance (& times/ year)	Monthly	Annually
M.L. King, Jr.	141S E Scharbauer	3 Y, AC.	NA	717	100	254			
Kiwanis	2900 Haynes Dr	4 AC.	NA	816	124	291			
Lamesa Triangle	Kentucky and	Y, AC	NA	101	15	35			
	Indiana		NA	101	15	35			
Scharbauer Sports Complex	801 N Loop 2SO W	46 AC	26,114	8456	216	507			
Lancaster	3S01 W. Kansas	7 AC	NA	1430	78	183			
Lancaster (Annex)	3400 W. Storey	2 Y, AC	NA	515	124	291			
Lancaster (Tesco)	3SOO W. Kansas	4 AC.	NA	818	197	463			
Ratlif	2411 Edwards	SAC.	NA	1021	210	494			
Reyes/Mashburn/Nelms	2101 E. Cuthbert	48 AC.	NA	9804	1482	3483			
Santa Rita	S200 Whitman	SAC.	NA	1020	210	494			
Scharbauer Triangle	1601 W. Scharbauer	I AC	NA	304	45	106			
Sidwell	SOO Neely	S Y, AC.	NA	1122	154	262			
Sparks	1SOOE. Golf Course	SAC.	NA	1020	210	494			
Taylor	1401 E. Carter Dr	SAC.	NA	1636	247	580			
Trinity	3900 St. Andrew	4 AC	NA	816	197	463			
Tumbleweed	1300 Ventura	9 AC	NA	1839	200	970			
Ulmer	2700 W. Kentucky	19AC.	NA	3881	586	1517			
Unity	600 N. Mineola	!AC	1244	304	30	70	193		
Vietnam Memorial	Wright Drive	2 Y, AC	2S,000	515	78	183	3890		
Watlley Barron	1001 N. A Street	SAC	4SO	1020	210	493	70		
Washington Park	1803 E. Indiana	16AC.	ISOO	3291	497	1168	233		
Windlands Park	1000 W. Dengar	17AC	3100	3460	523	1229	482		
Totals Schedule B				93943	13177	31801	6557	145478	1745736

Schedule C

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE C - BI-MONTHLY MOWING

Proposal From:			Monthly Bids For Specific Services	Composite Bids for All Services	
Property Name	Location	Area	Litter and Trash Pick Up, Edging, Trimming, (18 cycles/year	Monthly	Annually
Andrews Hwy ROW	Andrews & Godfrey	*Yi* AC	205		
Fuhnnan House	3301 Sinclair	I Y-i AC	450		
Heritage Blvd	Behind Lowe's	*Yi* AC	205		
HWY 191 Easement	Adj to Grasslands	3 AC	675		
Loop 250 Easement	Adj to Grasslands	4 AC	1000		
Marienfeld at Rankin Hwy	Same	*Yi* AC	205		
Orchard & Front	Same	*'h AC*	410		
Scharbauer ROW	"C"-"I" Pecos to Humble	5 Y-i AC	1200		
Lamesa at Cuthbert	Same	*Y4* AC	205		
Holiday Hill Rd Extension	Holiday Hill North	18 AC	4500		
Totals Schedule C			9055	9055	108660

Schedule D Occasional Mowing						
			Monthly Bid			
Property Name	Location	Area	Litter,Trash, and Mowing	Monthly	Annually	
Heritage Center (Lineberry House)	802 S Main	3 ac	110	110	1320	
Windlands Park Natural Area	1000 W. Dengar	20 ac	525	525	6300	
Caldera Drainage Basin	Caldera & Midkiff	8.5 ac	140→	120	1680	
Exeter Pond	Off Tealwood	2 ac	95	95	1140	
Broarwood & Northgate	Same	1.5 ac	85	85	1020	
Upland Catch Basin	Midkiff - by Grafa	4.5 ac	125	125	1500	
Southridge	Southridge at Eastview	2 ac	95	95	1140	
Greathouse Park Site	Oak Valley Dr. and Riverside	5 ac	130	130	1560	
Totals			1305	1305	30780	

15,680.00

Schedule E

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE E - NO MOW AREAS (XERISCAPE AND/OR BEDS ONLY

Proposal From:			Monthly Bids For Specific Services	Composite Bids for All Services	
Property Name	Location	Area	Litter and Trash Pick Up, Weed Control, Pest Control, Planter Bed Maintenance, and Shrub Maintenance (18 cycles/year)	Monthly	Annually
Broadway Island	At Ohio Ave	22721 sq. ft.	600	600	7200
Broadway Median	At Cuthbert	500 sq. ft.	250	250	3000
Cowden Island	At Big Spring	1950 sq. ft.	320	320	3840
Cowden Island	At Colorado	7838 sq. ft.	400	400	4800
Main & Baird	Islands	5544 sq. ft.	350	350	4200
Wall Street	Downtown beds/trees	450 sq. ft.	250	250	3000
Front Street	Beds near RR tracks	1000 sq. ft.	325	325	3900
Volunteer Park	Big Spring & Marienfeld	14348 sq. ft.	525	525	6300
Totals Schedule E			3020	3020	36240

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE F - CITY OFFICES

Proposal From:				Monthly Bids For Specific Services				Composite Bids for All Services	
Property Name	Location	Turf Area	Plant Bed Area	Litter and Trash Pick Up. Edging, Trimming (32 cycles/year) mowing	Fertilization (2timH/ year)	PHticide, Herbicide (aa needed)	Plant Bed and Shrub Maintenance (12timet /year)	Monthly	Annuallv
Animal Control	1200N. Fairground	1 AC	NA	500	30	45			
City Hall	300 N. Loraine	NA	5573	320	20	30			
Loraine Center	Loraine & Louisiana	'I.AC	951	300	20	30			
Municipal Court	406 E. Illinois	'I.AC	1359	300	20	30			
MLK Comm Center	2300 Butternut	3 AC	1000	1000	60	90			
Centennial Plaza	105 N. Lorraine	½ AC	16861	400	25	50			
Scarborough/Lineberry House	802 S. Main	1 AC	1250	650	40	60			
Old Police Station	404 E. Texas	'I.AC	NA	650	40	60			
Parks Office	2701 Elizabeth	'I.AC	800	400	25	50			
Baldwin Office	300 Baldwin	'I.AC	500	400	25	50			
Totals Schedule F				4920	305	495	2850	8570	~~102540~~ 102840

Schedule G

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE G - ADDITIONAL MAINTENANCE SERVICES AS REQUIRED

Proposal From:	Quantities	Composite Bids for All Services	
Items of Work	Estimated Quantity Per Year	Each	Annually
ORNAMENTAL SHRUB (1 GAL)	200	11.50	2300
ORNAMENTAL SHRUB (5 GAL)	100	38	3800
ORNAMENTAL TREE PLANTING	25	230	5750
TREE PLANTING	50	600	30000
TREE REMOVAL-TYPE A	20	500	10000
TREE REMOVAL-TYPE B	50	1500	7500
Totals Schedule G			59350

7.34
March 23, 2021
6.36
PACKET

City Of Midland
Turf & Landscape Services
Cost Summary

Instructions and Information

Cost Summary Instructions and Information

1. Insert the bid amounts on each schedule according to the requirements coinciding with the specification for that schedule.

2. The last column is to provide the total monthly cost of fuel that is already included in the monthly costs for mowing, trimming, etc. This is for City informational purposes and does not preclude including fuel cost in these costs.

3. The Rack price per gallon of gasoline used to prepare this proposal is: $ 3.05

3. The Rack price per gallon of diesel used to prepare this proposal is: $ 2.95

4. Estimated number of gallons of diesel fuel per month:..... 1300 Average

5. Estimated number of gallons of unledded gasoline..... 3900 Average

Name of Company submitting this offer: Alldredge Gardens

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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 other 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? DYes ☒ 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? DYes ☒ 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? DYes ☒ No

D. Describe each affiliation or business relationship. NONE

6

Signature of person doing business with the governmental entity

4/6/2014
Date

Adooted 11/02/2005

City of Midland - Bid Tabulation

BID # 7719-14 Turf & Landscape Maintenance RFP OPENED April 16, 2014 $4,000,000.00			Alldredge Gardens PO Box 50005 Midland, TX 79710 David Alldredge (432) 682-4500	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
			Monthly	Annually
1	12	Totals Schedule A - Sports Association Athletic Fields	41,636.0000	$499,632.00
2	12	Totals Schedule B - General Park Land/Scharbauer Sports Complex	145,478.0000	$1,745,736.00
3	12	Totals Schedule C - Bi-Monthly Mowing	9,055.0000	$108,660.00
4	12	Totals Schedule D - Ocassional Mowing	1,305.0000	$15,660.00
5	12	Totals Schedule E - No Mow Areas (Xeriscape and/or Beds Only)	3,020.0000	$36,240.00
6	12	Totals Schedule F - City Offices	8,570.0000	$102,840.00
7	12	Totals Schedule G - Additional Maintenance Services as Required	4,945.8333	$59,350.00
8	1	The rack price per gallon of gasoline used to prepare this proposal is:	3.0500	$3.05
9	1	The rack price per gallon of diesel used to prepare this proposal is:	2.9500	$2.95
10	1	Estimated number of gallons of diesel fuel per month:	1300	
11	1	Estimated number of gallons of unleaded gasonline per month:	3900	
			Items 10 & 11 are	
			averages	
		TOTAL PROPOSAL		$2,568,124.00
		BEST AND FINAL OFFER		$1,996,474.00

Bidding Summary:

8 Bid requests were issued.

1 Bids listed above

0 NO BIDS were received.

7 Bidders did not respond.

Farmer's Daughter, Harold Howard, Mask Landscape, Mesa Design Associates
Tru Green, Turf Specialties, WW Lawn & Weed

Upon completion of the form, sign and mail to City Secretary, P.O. Box 1152, Midland, TX 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.

David Alldredge

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.

N/A

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.

N/A

Adopted 11/02/2005

+Proposal Details

We have made every attempt to meet the original bid specifications and requirements. There are parts of the specifications that do not address issues which can make other bids as compared to ours unequal. We have included more of a "Cadillac " plan to give the City the best job we can. I will itemize various options and give the city ways to save money in this proposal.

The first area of concern is that the specs call for all grass to be mowed at 2 ½ inches and not to mow any park that didn't achieve a height of 2 ¾ inches in the set mowing cycle. It would be virtually impossible that you wouldn't have areas in any such park that didn't grow ¼ inch in a week, so because of that this is most likely not an issue. This is not well defined and could be a point of disagreement by the parties trying to determine after the fact if a park shouldn't have been mowed. The problem here is we have the crews hired, equipment bought (along with debt payments) and trucks and trailers that are sent out to a park and ready to mow. If for any reason we don't mow that park or parks, we still have to make sure our people are paid or we won't have them. If we don't mow a park our cost is virtually the same. The mower payments, truck payments and labor cost are still there. The only savings would be some minor gasoline costs, weed eater string, edger blades and things of that sort. Sixty-five percent of our cost is labor which has to be paid their full weekly wages. We will try every way we can to work with the city to save money while not creating complaints where parks don't need mowing, but we can't take on a contract that isn't consistent in the amount of money we are paid each month. We will be more than willing to discuss this RFP and see if there are options that work for both parties. Secondly we have included in our pricing mowing baseball and softball fields each week. We run into the same problem here as we do above. We have virtually the same costs if the city decides to mow it in house any given week. We are willing to omit these areas from our contract if the City should choose to mow them all the time and only come to us if they are in a bind or need help. One party or the other ideally needs to be responsible for these areas. Obviously scalping is a concern in the parks. This is primarily caused from the fields or grounds being out of level. If a mower runs across a hole or dip in the ground the mowing deck will dip down and cause a scalp mark. To resolve this, these fields ideally need to be top dressed to level out these low spots that cause the mowers to mow out of level. One option is to leave the baseball fields in our scope of work and have the City staff that would be mowing work on leveling one field at a time. Ideally the field would need to be closed to allow the grass to grow back in through the soil/top dressing. We are in better shape in soccer than we are on the baseball fields as far as the levelness of the field.

In addition the specifications call for a 52" rider on baseball fields or a reel mower. This was originally in our old contract and I assume that is why it's in this contract. We originally tried using reel mowers on all athletic fields with very poor results. The mowing was horrible. We, at our expense, had to sell 5 large reel mowers (almost gave them away) and buy new smaller riders for the athletic fields. We have one 11' unit that is specifically designed by Toro for athletic fields and fairways, etc. It has a slower ground speed than our larger riders and does a good job. We then bought 52" Lazer Z Toro riders. We had deck issues with these riders which left unleveled striping on the fields especially on turns. Over the past 7 years of the contract we have switched over to a 72" Exmark rider that has given us the best cut of all. Exmark makes a 52" deck but there is absolutely no difference in the cut of the two riders. Exmark's patented deck technology is the best in the market. We use only Exmark riders now.

In the past contract the City chose to make repairs to the irrigation systems that were caused by damages that occur during normal mowing practices. Obviously if we are to make these repairs we incur a cost that affects our overall bid pricing. The City didn't want to give us access to the control boxes in the past which are locked so we could make these repairs. Their concern was someone changing the setting of the controller. We have priced making these repairs as part of our cost involved in performing this contract. If the city chooses to make these repairs (which have been very minimal in the past) we will offer to lower the price by $8,300.00 per year.

In the past contract we have been using Roundup herbicide to chemically edge around all trees, fences, buildings, posts, signs, light posts, etc. This saves damage to the trees in particular and was required in the past contract. All of the chain link fences in the parks are galvanized metal. Weed trimming over time will remove the galvanized coating and allow the fence to rust prematurely. I have included the Roundup spraying in this proposal. This might need to be discussed further as part of the RFP. The current specification does not address it either way.

As part of our RFP we reserve the right to discuss a price increase at the end of two years and at each renewal not to exceed 75% of the CPI for the previous two years and each year thereafter. Any increase would have to be agreeable to both parties and would be a negotiation.

Options to save money or cut costs.

As previously mentioned, the City can choose to do the irrigation repairs caused by mower damage. If they do, the saving is $8,300.00 per year.

In the past contract we mowed schedule B every 10 days. A change back to the 10 days rather than 7 days in the current specifications would create a huge saving for the city. Keep in mind that when the 10 day hits on a Saturday or Sunday its moves to Monday thus the schedule occasionally is every 11 to 12 days but for the most part we average every 10.8 days between mowing in the season. If we go to a 10 day schedule we can cut $159,540.00 from the contract.

We have included fire ant control annually on 100% of the park system. This could be cut if we just spot treat mounds in areas where we have issues. With the drought and lower watering, fire ants have not been a major problem and have been easier to control. If we have more rain and/or the ability to irrigate more this would have to be revisited. With more watering we will have more fire ants. If we switch to spot treatments this cost savings would be $38,240.00 per year. There are a few parks that receive enough water (athletic fields) now that will require a 100% treatment. This is included in our pricing.

The specifications call for the control of all weeds in turf areas. It however doesn't say how this is to be accomplished. Most contractors would only price post emergent weed control and save the cost of an expensive pre-emergent. The other factor that needs to be considered is pre-emergent costs vary greatly and what is most effective typically costs more. We have included post and pre-emergent weed control in schedules A, B, E, and F. In the past contract we only did pre-emergent applications in schedule A and F. This is a large increase in pricing to perform these applications twice annually in the other schedules but if it's affordable we would highly recommend it. If we cut the pre-emergent control on all but schedule A then we would do 3 to 4 post emergent applications (either way we do these) to control weeds. This won't get us great control but it will keep the weeds in check. In the spring the weeds will be the worst. We have included spring and fall pre-emergent applications.

The cost savings would be $94,000.00 per year if we cut pre-emergent weed control from these schedules and only do pre-emergent in schedule A.

In the past contract we did more fertilization on the athletic fields and less on schedule B. The specifications call for 2lbs of actual nitrogen per 1000 sq. ft. of turf. Some cities have ordnances not allowing over 1lb of actual nitrogen per application. No doubt that this higher rate would really green up the parks...but it only lasts 7 to 8 weeks then it is gone.

One option would be to cut the rate on the athletic fields to 1 ½ lbs. of N per 1000 sq. ft. and do three applications keeping the fields greener through the growing season and helping the fields recover from play. This would result in an increase of $9,200.00 per year. I think overall this is a good move for very little more money.

If we cut the rate on the athletic fields to 1 lb. and left it at twice per year the cost savings would be $ 32,000.00 per year.

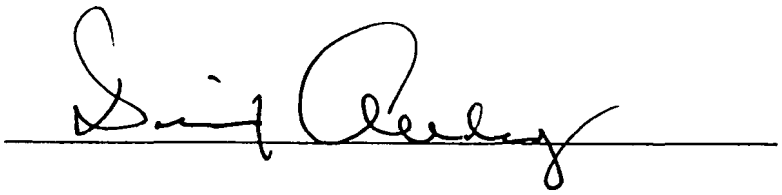
Schedule B in the old contract was only fertilized at 1 lb. per 1000 sq. ft. If we cut this back to that rate twice annually it would cut costs $41,600.00 per year.

Currently the total bid price is $2,535,588.00 excluding schedule G. If we did 100% of the cuts above and more closely mirrored the current contract these prices would be lowered to $2,161,508.00 annually. The old contract was just below 1.8 million per year. This reflects a 2.75 % annual increase for each of the 7 years of the contract. (If we went 100% with the new specifications it would reflect a 5.5% annual increase for each of the 7 years of the contract.) The main issue causing this increase in pricing which was arrived at 7 years ago is labor. Our crew members 7 years ago made $9.00 to $11.00 per hour. Now they are making $13.00 to $18.00 per hour with costs expected to continue to rise in the near future. Labor has risen around 65% of the total contract pricing. We also have to honor this new price for 7 years and expect cost increases in labor over that period of time. Also fertilizer has more than doubled in price. We have had cost increases in insurance, chemicals, and gasoline. When we started the contract 7 years ago the gasoline pricing had been historically lower. We have tried hard to hold the cost down as much as possible and when you think through the information I have included I think you will see we have done a good job in doing so. Keep in mind the specifications no longer call for tree pruning or feeding which has helped keep costs down.

One last thing we might want to discuss as part of this RFP is pruning of the Park's trees. We could do 1/3 each year or 1/4 each year at a very low cost to the city. In a normal bid situation to prune 1/4 of the trees each year (all the trees every 4 years) would cost the City $105,000.00. This could be done for $38,440.00 per year if the City chooses to add this. If we did 1/3 (all the trees every 3 years) the cost would be $51,250.00 per year. This can be discussed further as part of this RFP or even consider 1/2 of the trees each year.

Overall I feel that the new specifications as written are very well thought through and will greatly improve the overall appearance of the Parks. In the event the budget wouldn't allow I wanted to offer options to make it more affordable. I hope these options help in making this work for the City.

We will be more than willing to discuss any ideas that will cut costs or improve the overall services in this contract. I look forward to meeting with the Parks Department and discussing this further. It has been a real pleasure to be involved with the maintenance of the Parks for the past twelve years.

Signed 

PAYMENT BOND

We have not included a payment or bid bond in our pricing. The City waived this in our last seven year contract to save money. It was expressed that they had a high level of faith in our ability to perform the duties of the contract. If we need to furnish such we will get to work on getting this bond set up and ready to go. Generally the cost of which is 2 ½ to 3 percent of the contract total, approximately $75,000.00 per year.

Request for Proposals

RFP 7719-14

for

Professional Turf and Landscape Maintenance Services for Parks & Recreation

Proposals for this requirement will be accepted until 11:00 A.M. on April 16, 2014

Proposals May be Mailed or Delivered to:

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

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE. MODIFICATIONS BY PROPOSER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE PROPOSAL. NON-RESPONSIVE PROPOSALS WILL BE REJECTED. PROPOSER/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.

2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.

3. IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/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

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9. Proposal Contents
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SCHEDULE OF EVENTS

RFP 7719-14

For

Professional Turf And Landscape Maintenance Services For Parks & Recreation

Event	Date*
RFP Released	March 27, 2014
Cutoff Date for inquiries and clarification	April 11,2014
Proposal Due Date	April 16, 2014
Notification of Vendor Interviews / Product Demonstrations	To be determined
Present Recommendation to Council for Consideration	May 6, 2014
Intended date for Contract Award	May 7, 2014
Intended date to begin Contract Services	May 17, 2014

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

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the Purchasing Office.

2014-141

City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 5/6/2014

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving a contract for two (2) years with Alldredge Gardens, LP for turf and landscape management for a total cost of $3,992,948.00 for the Community Services Department.

Purpose:

Approval of a resolution awarding a contract for turf and landscape maintenance on an annual basis.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

$3,992,948.00 from the General Fund

Discussion:

Resolution 2014-088 approved the issuance of a request for proposals for turf and landscape maintenance. Eight (8) request for proposals were issued. We received a single proposal from Alldrege Gardens, LP. After negotiations with Alldredge Gardens, staff was able to reduce the cost from $2,568,124.00 per year to $1,996,474.00 per year. Please see the attached memo from Tina Jauz, Community Services Director, for further information.

Therefore, please consider a resolution authorizing award of a contract to the sole bidder, Alldredge Gardens, LP of Midland, Texas, for turf and landscape maintenance for two (2) years for a total cost of $3,992,948.00.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.

2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offeror's. All copies of the proposal may be delivered in the same box/package.

3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.

4. Late proposals will not be accepted under any circumstances.

5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-_____.

6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.

7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

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

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by a offeror in response to this RFP.

2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.

3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.

4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.

5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.

7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.

8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.

9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.

10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland Parks and Recreation Division (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for Professional Turf and Landscape Maintenance Services for Parks & Recreation as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

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

1.2. INITIAL EVALUATION

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

1.3. DISCUSSION/NEGOTIATION

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

1.4. BEST AND FINAL OFFER

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

1.5. AWARD

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

1.6. LATE PROPOSALS

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

1.7. PREPARING A RESPONSE

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

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

1.8. CLARIFICATION/ INTERPRETATION

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

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

FAX: (432) 685-0523

e-mail: purchasing@midlandtexas.gov

1.9. FORMAT FOR INQUIRIES:

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

1.10. INTERPRETATION:

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

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

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

1.11. PROPOSAL ORGANIZATION AND SUBMISSION

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

"(Offeror's Name)", understands and will comply.

1.12. OFFER PRICING

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

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

1.13. SUBMITTING A SEALED PROPOSAL

1.13.1. Number of copies and Location:

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

1.13.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so

that it is visible when received by the City.

1.13.2. Each Offeror who submits a proposal represents that:

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

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

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

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

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

1.14. RIGHTS RESERVED

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

A) waive any formality;

b) cancel or terminate this RFP;

c) reject any or all proposals received in response to this document;

d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.15. BONDING REQUIREMENTS

See Exhibit C

1.16. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

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

1.17. SUBCONTRACTING

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

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

1.18. INSURANCE REQUIREMENTS

See Contract or Agreement

1.19. CONTRACTOR'S RESPONSIBILITIES

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

1.20. OFFEROR COMPETITION

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

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

1.21. CONTRACT PROVISIONS AND TERMS

1.21.1. Contract Execution

1.21.1.1. The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.21.2. Terms and Conditions

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

1.21.3. Exceptions to Contract Terms & Conditions

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

1.21.4. The initial contract(s) term is for a period of _two_ years. Renewals of the contract may be made at _one_ year intervals, not to exceed a total of (5) five one year renewals, at the City's option.

1.21.5. Contract Extension

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

1.21.6. Escalation

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

2. PROPOSAL WAIVERS:

2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY

CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL 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 OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.

2.2. 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.

2.3. 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.

2.4. <u>WAIVER:</u>

2.5. 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:

2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;

2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;

2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR

2.5.4. AWARD OF THE CONTRACT.

2.6. 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).

2.7. 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.

3. SCOPE OF PROJECT

The City of Midland is requesting sealed proposals from qualified vendors for the purpose of establishing a contract to provide grounds maintenance, pest and weed control services, tree removal, and tree and shrub planting as specified herein and including all provisions set forth in the accompanying documentation. The contractor will provide professional turf and landscaping services necessary to complete the scope of work indicated as set forth in the following Schedules A through G.

4. GENERAL MAINTENANCE REQUIREMENTS

THE FOLLOWING MINIMUM STANDARDS WILL BE REQUIRED FROM SUCCESSFUL BIDDERS WITH RESPECT TO THE CARE AND MAINTENANCE OF TURF AND LANDSCAPE AREAS. ITEMS OF WORK WILL BE LISTED IN SCHEDULES A-F:

4.1. LITTER AND TRASH PICK-UP

4.1.2. All trash debris shall be picked up and disposed of by the Contractor prior to performing each cycle of work.

4.1.3. Failure to pick up litter and trash prior to mowing will result in a deduction of 25% of the cycle payment for each location.

4.2. MOWING

4.2.1. Mowing shall commence upon written notice by the Parks and Recreation Manager of the Community Services Department for the City of Midland, Midland, Texas. Contractor will have ten (10) days from receipt of certified letter to commence mowing.

4.2.2. Mowing decks must be in good repair, with leveling wheel in place.

4.2.3. Fenced fields should be mowed with a maximum deck of 52". Reel type mowers are preferred for mowing out outfields.

4.2.4 Schedule D areas that are mowed 3 cycles per year are to be mowed with a brush hog type mower.

4.2.5. Grass clippings shall not be caught. No grass "ridges" should be left after mowing.

4.2.6. Mowing operations shall not be performed if grass height does not exceed 2 ¾" (minimum grass height requirement to mow).

4.2.7. **GRASS HEIGHT SHALL BE 2 1/2" AFTER MOWING.** "Mowing Dirt" and/or "scalping" will not be tolerated. Cycle will not be paid if grass does not meet grass height requirement. Unpaid cycles will result in additional funds for tree or shrub planting or other maintenance as required.

4.2.8. All walks shall be swept or blown clear of grass clippings after each mowing. Do not blow clippings into the street unless they are subsequently picked up and properly disposed of by the contractor.

4.2.9. Contractor is responsible for notifying City of Midland Park Superintendent of any damages to structures, fences, gates, trees, or equipment including irrigation that occurs while mowing. Notification shall occur within 48 hours of damage.

4.2.10. Contractor is responsible for replacing or repairing all structures, fences, gates, trees, or equipment including irrigation that is damaged while mowing. Repair or replacement must occur within 2 weeks of damage. Failure by the contractor to make repairs or rectify damages will result in a deduction from the following month's payment to recover the cost for the city to make repairs or replacement.

4.3. EDGING

All walks and curbs shall be edged to a depth of 1 1/2" and to a width of ½" in conjunction with every mowing cycle. This shall be performed by a blade edger in locations of high public traffic. In other locations, a curb dresser may be acceptable. Debris must be swept clear and disposed of by the Contractor.

4.4. TRIMMING

4.4.1. All trimming will be done in conjunction with every mowing cycle to achieve a uniform height in accordance with the mowing height (2 1/2") around trees, signs, park structures and any other obstacles.

4.4.2. Contractor is responsible for repairing or replacing signs, park structures and any other obstacles that are damaged while trimming.

4.4.3. Trees damaged by trimmers will be replaced. DO NOT allow trimmers to come in contact with trees.

4.5. AERIFICATION

4.5.1. Aerification will be accomplished ten to twenty (10-20) days before fertilization begins (in March and August of every year).

4.5.2. Aerification shall consist of making holes ¾" in diameter not less than 3" in depth or not more than 8" centers across all turf areas with spike aerator. Verti-cutting is not a substitute for Aerification.

4.5.3. All aerification plugs should be mulched or removed.

4.6. FERTILIZATION

4.6.1. Parks designated to receive fertilization will be fertilized two times a year; once in the spring (April) and once in the fall (September).

4.6.2. Fertilizer shall be a 3 to 1 to 2 ratio of nitrogen, phosphorus and potassium. Apply at a rate of 2 pounds of nitrogen per 1000 square feet. To determine the amount of fertilizer to apply to equal 2 pound of nitrogen per 1,000 square feet, divide 200 by the first number in the analysis. That is the number of pounds of fertilizer to apply in 1000 square feet.

4.6.3. Fertilizers with slow release nitrogen are preferable. Fertilizers with slow release nitrogen may be applied at a rate of 1 ½ pounds of nitrogen per 1000 square feet.

4.6.4. Fertilizer must be approved by the Parks and Recreation Manager.

4.7. PEST CONTROL

4.7.1. Control all insects/pests that are detrimental to the maintenance of a healthy park landscape. This would include, but not be limited to, fire ants, harvester ants, tree bores and other insects or pests that are detrimental to health of turfgrass, trees and shrubs.

4.7.2. Broad spectrum pesticide (such as "Over the Top") shall be applied annually.

4.8. WEED CONTROL

□ Note: All control methods will be coordinated with the Park irrigation schedules.

4.8.1. Control all weeds, noxious plants and fungal forms that are detrimental to the maintenance of a healthy park landscape. This would include any weed, noxious plant or fungal form that inhibits the healthy growth of turfgrass, trees and/or shrubs.

4.8.2. Control all weeds and/or noxious plants in the crushed granite paths within the parks.

4.8.3. Control all weeds and/or noxious plants in the parking lots within the maintenance areas and parks as well as those in curbing /streets that directly border a park property.

4.8.4. Do not use marker dye unless location is specifically approved by Parks and Recreation Manager.

4.9. PLANTER BED MAINTENANCE

All beds to be turned and weeded once every 30 days during mowing cycles.

4.10. SHRUB MAINTENANCE

All shrubs to be trimmed and pruned once every 30 days during mowing cycles, as to maintain a neat, uniform appearance.

4.11. IRRIGATION

4.11.1. Repair and operation of all irrigation systems will be the sole responsibility of the City of Midland Parks' Division.

4.11.2. Contractor must immediately report any damages to the irrigation system caused by maintenance operations to the Park Superintendent. Contractor should mark damages with a green irrigation flag.

4.11.3. Failure to report damages will result in a deduction from the following month's payment to recover the cost for the city to make repairs or replacement.

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: April 23, 2014
To: Tommy Hudson, Deputy City Manager
From: Tina Jauz, Community Services Director
Subject: Turf and Landscape Maintenance Services - Award Contract

Under the City Council's authorization, staff solicited Requests for Proposals to engage a provider of turf and landscape maintenance services for the City of Midland parks, athletic fields, and other city properties maintained within the Parks and Recreation Division. These services include mowing, trimming, edging, pesticide and herbicide application, fertilization, plant bed maintenance, tree removal, and tree and shrub planting.

Proposals were opened on April 16. Alldredge Gardens submitted the only proposal received. Alldredge Gardens has provided turf and landscape maintenance services to the City of Midland for the past seven years. Increased materials, labor, and fuel costs resulted in an increase of 40% in their original proposal.

Staff worked with the provider to minimize the increase in costs over the previous seven year contract by only 11%. To accomplish these savings, the Parks staff will take some maintenance in house, such as tree pruning and baseball field maintenance. The final proposal for the two year turf and landscape maintenance contract is $3,992,948 – or $1,996,474 per year. The contract price paid for the previous contract was $1,800,000 per year.

Community Services recommends awarding the two year contract to Alldredge Gardens in the total amount of $3,992,948. Staff also recommends waiving the bond requirement as this is a service contract and not a contract for construction.

Funds are available in the operational budget of Park and Recreation (0090) in Community Services (090) in the General Fund (001) in the turf and landscape maintenance services account (3370).

5. SCHEDULE OF WORK

The following minimum standards will be required from successful bidders with respect to the care and maintenance of Turf and Landscape Areas listed in Schedules A-F:

5.1. SCHEDULE A- SPORTS ASSOCIATION ATHLETIC FIELDS

5.1.1 General Work Requirements for all Schedule A locations:

Litter and Trash Pick-up, Mowing, Edging, Trimming, Aerification, Fertilization, Pest Control and Weed Control.

5.1.2. MOWING FREQUENCY

March-April	1 cycle every 7 days.....9 cycles
May – September	2 cycles every 7 days.....44 cycles
October	1 cycle every 7 days.....4 cycles

5.1.3 During months with 2 cycles every 7 days, a minimum of 2 calendar days must occur between each cycle. 2nd cycle in 7 day period may not be necessary if grass has not reached minimum mowing height.

5.1.4. City of Midland Parks personnel may choose to mow outfields. Contractor will be notified if they are not expected to mow outfields. There will not be a deduction in the cycle payment if the City chooses to mow.

5.1.5 SCHEDULE A – SPORTS ASSOCIATION ATHLETIC FIELDS			
AREA	PARK	LOCATION	EST. TURF
A	Beal Park (Baseball) (Cricket) (Soccer)	5200 Wall	 8 AC. ½ AC. 4 ½ AC.
B	Butler Park (Baseball) (Soccer)	4000 Bluebird	 7 AC. 8 AC.
C	CJ Kelly Park (Baseball) (Football)	5500 League Drive	 5 AC. 2 AC.
D	Hogan Park (Baseball) (Softball) (Soccer)	1201 E. Wadley	 8 AC. 9 AC. 22 ½ AC.
E	Reyes/Mashburn/Nelms Park (Baseball) (Soccer)	2101 E. Cuthbert	 7 AC. 12 AC.
F	MUGS/Ulmer Park (Softball)	2700 W. Kentucky	 9 AC.
G	Windlands Park (Baseball) (Soccer)	1000 W. Dengar	 4 AC. 19 AC.

5.2. SCHEDULE B – GENERAL PARK LAND

5.2.1 General Work Requirements for all Schedule B locations:

Litter and Trash Pick-up, Mowing, Edging, Trimming, Fertilization, Pest Control, Weed Control, Planter Bed Maintenance, and Shrub Maintenance. (Aerification not required)

5.2.2. MOWING FREQUENCY

March - October 1 cycle every 7 days.....35 cycles

5.2.3 SCHEDULE B – GENERAL PARK LAND/SCHARBAUER SPORTS COMPLEX				
	PARK	LOCATION	EST. TURF	EST. SQ. FT. BEDS
H	Beal	5200 Wall	35 AC.	NA
I	Bradford	801 E Pennsylvania	3.5 AC.	NA
J	Butler	4000 Bluebird	13 AC.	1358
K	Cowden	1100 Ward	6 AC	NA
L	Crier Park	"H" at Texas	½ AC	5722
M	Dennis the Menace	2201 W. Indiana	5.7 AC.	NA
N	Doug Russell Pool	900 N. Midland Dr.	5 AC	450
O	Dunagan (Soccer)	600 E. Gist	2 AC. 6 AC.	NA
P	Elkin	1101 W. Washington	2 AC.	100
Q	Essex	3400 Whittle Way	4 AC.	1000
R	Faskin	2301 Humble Ave	3 ½ AC.	NA
L	Garrett-Brown	300 S. Holly Dr	9 AC.	NA
M	Grasslands	2501 Crowly	7 AC.	NA
N	Haley	1800 Holloway Ave.	3 ½ AC.	NA
O	Halff	100 E. New Jersey	2 AC.	NA
P	Henderson	4701 Graceland Dr.	3 ½ AC	NA
Q	Hidalgo Park (Softball)	1401 Orchard Lane	6 AC 1 AC.	NA
R	Hill	1301 W. Cuthbert	5 ½ AC	400
S	Hogan Park (Dog Parks)	1201 E. Wadley	57 AC 5 AC.	1,064
T	House	4800 Ric Drive	6 ½ AC	NA
U	Ida Jo Moore	701 W. Nobles	1 ½ AC.	NA
V	Indiana Islands (3)	At "C" and "G"	2 AC.	NA
W	Jacotte	Golf Course intersect. With Jacotte	1 AC.	NA
X	Lloyd	Cuthbert & Marienfeld	1/3 AC.	NA
Y	CJ Kelly	5500 League Drive	43 AC.	1000
Z	M.L. King, Jr.	1415 E Scharbauer	3 ½ AC.	NA
Z1	Kiwanis	2900 Haynes Dr	4 AC.	NA
Z2	Lamesa Triangle	Kentucky and Indiana	½ AC	NA

5.2.3 SCHEDULE B – GENERAL PARK LAND/SCHARBAUER SPORTS COMPLEX				
	PARK	LOCATION	EST. TURF	EST. SQ. FT. BEDS
AA	Lancaster	3501 W. Kansas	7 AC	NA
BB	Lancaster (Annex)	3400 W. Storey	2 ½ AC	NA
CC	Lancaster (Tesco)	3500 W. Kansas	4 AC.	NA
EE	Ratlif	2411 Edwards	5 AC.	NA
FF	Reyes/Mashburn/Nelms	2101 E. Cuthbert	48 AC.	NA
GG	Santa Rita	5200 Whitman	5 AC.	NA
HH	Scharbauer Triangle	1601 W. Scharbauer	1 AC	NA
II	Sidwell	500 Neely	5 ½ AC.	NA
JJ	Sparks	1500 E. Golf Course	5 AC.	NA
KK	Taylor	1401 E. Carter Dr	8 AC.	NA
LL	Trinity	3900 St. Andrew	4 AC	NA
MM	Tumbleweed	1300 Ventura	9 AC	NA
NN	Ulmer	2700 W. Kentucky	19 AC.	NA
OO	Unity	600 N. Mineola	1 AC	1244
PP	Vietnam Memorial	Wright Drive	2 ½ AC	25,000
QQ	Wadley Barron	1001 N. A Street	5 AC	450
RR	Washington Park	1803 E. Indiana	16 AC.	1500
SS	Windlands Park	1000 W. Dengar	17 AC	3100

5.3. SCHEDULE C – LITTER PICK UP AND MOWING ONLY

5.3.1 General Work Requirements for all Schedule C locations:

Litter and Trash Pick-up, Mowing, Edging and Trimming only

5.3.2. MOWING FREQUENCY

1 cycle Every other week March-October .....18 Cycles

5.3.3 SCHEDULE C – BI MONTHLY MOWING			
	PARK	LOCATION	EST. TURF
TT	Andrews Hwy ROW	Andrews & Godfrey	½ AC
UU	Fuhrman House	3301 Sinclair	1 ¼ AC
VV	Heritage Blvd	Behind Lowe's	½ AC
WW	HWY 191 Easement	Adj to Grasslands	3 AC
XX	Loop 250 Easement	Adj to Grasslands	4 AC
YY	Marienfeld at Rankin Hwy	Same	½ AC
ZZ	Orchard & Front	Same	½ AC
A3	Scharbauer ROW	"C"-"I" Pecos to Humble	5 ¼ AC
B3	Lamesa at Cuthbert	Same	¼ AC
C3	Holiday Hill Rd Extension	Holiday Hill North	18 AC

5.4. SCHEDULE D – OCCASIONAL MOWING

5.4.1 General Work Requirements for all Schedule C locations:

Litter and Trash Pick-up and Mowing only

5.4.2. MOWING FREQUENCY

1 cycle April/ 1 cycle July/ 1 cycle October.....3 Cycles

5.4.3 SCHEDULE D – OCCASIONAL MOWING			
	AREA	LOCATION	EST. AREA
D3	Heritage Center (Lineberry House)	802 S. Main	3 AC
E3	Windlands Park Natural Area & Jogging Trail	1000 W. Dengar	20 AC
F3	Caldera Drainage Basin	Caldera at Midkiff	8 ½ AC.
G3	Exeter Pond	Off Tealwood	2 AC
H3	Briarwood & Northgate	Same	1 ½ AC
I3	Upland Catch Basin	Midkiff – by Grafa Park	4 ½ AC.
J3	Southridge	Southridge at Eastview	2 AC
K3	Greathouse Park Site	Oak Valley Drive & Riverside	5 AC

5.5. SCHEDULE E – NO MOW AREAS (XERISCAPE AND/OR BEDS ONLY)

5.5.1. General Work Requirements for all Schedule E locations:

Litter and Trash Pick-up, Weed Control, Pest Control, Planter Bed Maintenance, and Shrub Maintenance

5.5.2. CYCLE FREQUENCY

October – March	1 cycle per month..... 6 Cycles
April – September	2 cycles per month.....12 Cycles

5.5.3 SCHEDULE E – NO MOW AREAS (XERISCAPE AND/OR BEDS ONLY)			
	AREA	LOCATION	EST. SQ. FT.
L3	Broadway Island	At Ohio Ave	22,721
M3	Broadway Median	At Cuthbert	500
N3	Cowden Island	At Big Spring	1950
O3	Cowden Island	At Colorado	7838
P3	Main & Baird	Islands	5544
Q3	Wall Street	Downtown beds/trees	450
R3	Front Street	Beds near RR tracks	1000
S3	Volunteer Park	Big Spring & Marienfeld	14,348

5.6. SCHEDULE F – CITY OFFICES

5.6.1. General Work Requirements for all Schedule F locations:

Litter and Trash Pick-up, Mowing, Edging, Trimming, Fertilization, Pest Control, Weed Control, Planter Bed Maintenance, and Shrub Maintenance as required at each site.

5.6.2. CYCLE FREQUENCY

October – March	1 cycle per month.....	6 Cycles
April – September	1 cycle per week.....	26 Cycles

5.6.3 SCHEDULE F – CITY OFFICES				
	AREA	LOCATION	EST. TURF	EST. BED AREA
T3	Animal Control	1200 N. Fairground	1 AC	114
U3	City Hall	300 N. Loraine		5573
V3	Loraine Center	Loraine & Louisiana	¼ AC	951
W3	Municipal Court	406 E. Illinois	¼ AC	1359
X3	MLK Comm Center	2300 Butternut	3 AC	1000
Y3	Centennial Plaza	105 N. Lorraine	½ AC	16861
Z3	Scarborough/Lineberry House	802 S. Main	1 AC	1250
A4	Old Police Station	404 E. Texas	¼ AC	NA
B4	Parks Office	2701 Elizabeth	¼ AC	800
C4	Baldwin Office	300 Baldwin	¼ AC	500

6. ADDITIONAL MAINTENANCE SERVICES AS REQUIRED

□ NOTE: All services below will be paid as "each". Estimated quantities will be shown for purposes of bidding. Work will be performed as requested in writing by the Parks and Recreation Manager.

6.1. ORNAMENTAL SHRUB/SEASONAL COLOR PLANTING

6.1.1. Ornamental Shrubs such as Autumn Sage, Lantana, or similar available varieties will be planted as directed by the Parks and Recreation Manager. Seasonal Color bed planting may also be requested.

6.1.2. The plants should meet all horticultural standards, be disease and insect free.

6.1.3. Ornamental shrubs should be 1 gallon, container grown specimens.

6.1.4. Shrubs should be planted according to current American Nurseryman Standards.

6.2. ORNAMENTAL SHRUB PLANTING

6.2.1. Ornamental Shrubs such as Purple Sage, Red Yucca, or similar available varieties will be planted as directed by the Parks and Recreation Manager.

6.2.2. The shrubs should meet all horticultural standards, be disease and insect free.

6.2.3. Ornamental shrubs should be 5 gallon, container grown specimens.

6.2.4. Shrubs should be planted according to current American Nurseryman Standards.

6.3. ORNAMENTAL TREE PLANTING

6.3.1. Ornamental trees such as Desert Willow, Vitex, or similar available varieties will be planted as directed by the Parks and Recreation Manager.

6.3.2. The trees should meet all horticultural standards, be disease and insect free.

6.3.3. Ornamental trees should be 15 gallon, container grown specimens.

6.3.4. Trees should be planted according to current American Nurseryman Standards.

6.4. TREE PLANTING

6.4.1. Trees such as Cedar Elm, Monterrey Oak, Chinese Pistache or similar available varieties will be planted as directed by the Parks and Recreation Manager.

6.4.2. The trees should meet all horticultural standards, be disease and insect free.

6.4.3. Trees should be minimum 3" caliper, container grown specimens.

6.4.4. Trees should be planted according to current American Nurseryman Standards.

6.5. TREE REMOVAL

6.5.1. Trees such as Elms, Mulberry or similar varieties will be removed as directed by the Parks and Recreation Manager.

6.5.2. The trees shall be tagged for removal by Parks Department personnel.

6.5.3. Trees stumps should be ground to a level below the surrounding ground and filled to maintain a level surface.

6.5.4. All branches and stumps must be completely removed from City Property and disposal is the responsibility of the contractor.

6.5.5. Tree caliper will determine the Type of tree removal. Caliper is measured 18" above the soil line.

6.5.6. Tree removal Type A – Trees under 24" caliper

6.5.7 Tree removal Type B – Trees over 24" caliper

6.6. SCHEDULE G - ESTIMATE OF ADDITIONAL MAINTENANCE SERVICES

6.6.1.

SCHEDULE G - SUMMARY OF QUANTITIES FOR ONE YEAR		
	ITEM OF WORK	ESTIMATED QUANTITY
6.1	ORNAMENTAL SHRUB (1 GAL)	200
6.2	ORNAMENTAL SHRUB (5 GAL)	100
6.3	ORNAMENTAL TREE PLANTING	25
6.4	TREE PLANTING	50
6.5.6.	TREE REMOVAL-TYPE A	20
6.5.7.	TREE REMOVAL-TYPE B	50

7. VENDOR QUALIFICATIONS

7.1. INFORMATION VERIFICATION

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

7.2. RIGHT TO REJECT

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

7.3. VENDOR CAPABILITIES

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

7.3.1. References

7.3.1.1. Offeror shall provide a minimum of ___3___ references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

7.3.1.2. These references should include City government and universities where the offeror,

preferably within the last __2___ years, has successfully provided this service.

7.3.2. Vendor Stability

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

7.3.2.2. Provide financial statements, preferably audited, for the __2____ consecutive years immediately preceding the issuance of this RFP.

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

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

8. EVALUATION PROCESS

8.1. EVALUATION PROCEDURE

8.1.1. Committee Actions

8.1.1.1. The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration.

8.1.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror's proposal and other items outlined in this RFP.

8.1.1.3. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent "best and final offer," if requested, will not be considered and will have no bearing on any award.

8.2. EVALUATION CRITERIA

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

8.2.1. Company Service Qualifications

8.2.2. Three references

8.2.3. Years in business

8.2.4. Project Manager

8.2.5. Implementation Plan

8.2.6. Training Requirements

8.2.7. Organization

8.2.8. Technical Abilities

8.2.9. Cost Analysis

9. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

9.1. THE RFP

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR TURF AND LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF MIDLAND PARKS, ATHLETIC FIELDS, AND OTHER CITY PROPERTIES MAINTAINED WITHIN THE PARKS AND RECREATION DIVISION FROM THE SOLE BIDDER, ALLDREGE GARDENS, L.P., IN THE AMOUNT OF $3,992,948.00 FOR TWO YEARS; AND WAIVING THE PAYMENT AND PERFORMANCE BONDS

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for Turf and Landscape Maintenance Services for the City of Midland Parks, athletic fields, and other City properties maintained within the Parks and Recreation Division; and

WHEREAS, Bid No.7719-14 was opened on April 16, 2014, with the sole bid being submitted from Alldredge Gardens, L.P., as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the Council finds the price proposed by Alldredge Gardens, L.P. to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Alldredge Gardens, L.P., for said project;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for Turf and Landscape Maintenance Services for the City of Midland Parks, athletic fields, and other City properties maintained within the Parks and Recreation Division, at a total price not to exceed $3,992,948.00 for two (2) years, 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 Alldredge Gardens, L.P., for the work referenced herein from funds available upon proper

9.2. THE COST SUMMARY OR PROPOSAL FORM

9.3. REQUESTED ATTACHMENTS

9.3.1. References

9.3.2. Resumes

9.3.3. Business Plan

9.3.4. Financial Information

9.3.5. Signed Execution of Offer

10. 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.

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.

receipt of invoices or statements approved by the City Manager.

SECTION THREE. That the Funds are available in the operational budget of Park and Recreation (0090) in Community Services (090) in the General Fund (001) in the turf and landscape maintenance services account (3370).

SECTION FOUR. That the Payment and Performance bonds are hereby waived.

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., 2014, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Jerry F. Morales, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, Purchasing Manager

_____
Tina Jauz, Community Services Director

APPROVED ONLY AS TO FORM:

_____
Keith Stretcher, City Attorney

City Council Meeting

Item Number: 7

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION RATIFYING AND APPROVING THE EMERGENCY REPAIR OF WATER MAIN LINES AND SERVICE LINES DAMAGED BY EXTREME FREEZING TEMPERATURES BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $114,910.75 (GENERAL SERVICES)

Purpose:

Approval of a resolution ratifying and approving the emergency repair of water main lines and service lines damaged by extreme freezing temperatures by Red Deer Construction LLC for a total cost of $114,910.75.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the FY21 Water & Sewer Fund Operating Budget.

Discussion:

Red Deer Construction LLC was called to repair a Midland recorded 46 water main and service line breaks during the winter freeze the week of Feb 15, 2021. Utilities called on all four of the emergency utility contractors for help with the water main breaks and they provided a tremendous response with equipment and crews. The contractors worked alongside Water and Wastewater maintenance through several days of freezing temperatures and hazardous conditions. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying and approving the emergency repair of water main lines and service lines damaged by extreme freezing temperatures by Red Deer

Construction LLC of Midland, Texas for a total cost of $114,910.75

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution Ratifying the Emergency water main repairs performed by Red Deer Construction.

DATE: April 13, 2021

The City of Midland recorded 46 water main and service line breaks during the winter freeze the week of Feb 15, 2021. To keep the City out of a water boil notice the water main breaks had to be isolated and fixed in a timely manner. Utilities called on all four of the emergency utility contractors for help with the water main breaks and they provided a tremendous response with equipment and crews. The contractors worked alongside Water and Wastewater maintenance through several days of freezing temperatures and hazardous conditions.

Red Deer construction provided their services on seven different main breaks. The cost for Red Deer to perform the repairs was $114,910.75. The repair cost will be paid out of the Utilities Water Main repair line item (300335 54930).

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING THE EMERGENCY REPAIR OF WATER MAIN LINES AND SERVICE LINES DAMAGED BY EXTREME FREEZING TEMPERATURES BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $114,910.75

WHEREAS, The extreme freezing temperatures experienced the week of February 15, 2021 caused damage to a recorded forty-six (46) water main lines and service lines; and

WHEREAS, Red Deer Construction, LLC, was one of the emergency utility contractors called on to provide emergency repair services of said lines; and

WHEREAS, Red Deer Construction, LLC, agreed to provide the emergency repair services for a total cost of $114,910.75, as shown on the invoices attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds and determines that said unforeseen damage to said lines constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by TEX. LOC. GOV'T CODE § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve the emergency services provided by Red Deer Construction, LLC, for the repair of said lines for a total cost of $114,910.75;

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

SECTION ONE. That the emergency repairs of said lines by Red Deer Construction, LLC, at a total cost of $114,910.75 is hereby ratified and approved.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Red Deer Construction, LLC, an amount not to exceed $114,910.75 from funds available in the FY21 Water & Sewer Fund Operating Budget upon proper receipt of invoices or statements approved by the Interim 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller City Attorney

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
432-695-4420

INVOICE

BILL TO
300 City of Midland Utility
Emergency Repair
300 N Loraine
Midland, Texas 79701

INVOICE # 904
DATE 03/04/2021
DUE DATE 04/01/2021

ACTIVITY	QTY	RATE	AMOUNT
02 Site Work 2-17-2021 Cut and remove a large area of concrete, dig and locate the water leak, cut out 6’ of pipe and replace using c 6" long sleeves and four mega lugs, gravel and cover the pipe with gravel and some chat.	1	5,672.32	5,672.32

Emergency Repair: Main Street & Industrial

BALANCE DUE **$5,672.32**

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
432-695-4420

INVOICE

BILL TO
300 City of Midland Utility
Emergency Repair
300 N Loraine
Midland, Texas 79701

INVOICE # 906
DATE 03/04/2021
DUE DATE 03/04/2021

ACTIVITY	QTY	RATE	AMOUNT
02 Site Work 2-18-2021 Main Street & Industrial Main break: Clean up jobsite, removed dirt and concrete to location off of the road Labor Cost: $1,140.00 Equipment Cost: $945.00	1	2,085.00	2,085.00

Emergency Main Break Repair Main Street & Industrial

BALANCE DUE **$2,085.00**

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
432-695-4420

INVOICE

BILL TO
300 City of Midland Utility
Emergency Repair
300 N Loraine
Midland, Texas 79701

INVOICE # 907
DATE 03/04/2021
DUE DATE 03/04/2021

ACTIVITY	QTY	RATE	AMOUNT
02 Site Work 2-22-2021 Load out trash dirt from job site and hauled to the yard. Labor Cost: $65.00 Equipment Cost: $95.00	1	160.00	160.00
02 Site Work 2-24-2021 Removed concrete and dirt and mud from jobsite by our dump truck, received and poured and finished concrete patch Labor Cost: $4,240.00, Materials Cost: $1,389.00, Equipment Costs: $450.00	1	6,079.00	6,079.00

Emergency Main Break Repair Main Street & Industrial

BALANCE DUE **$6,239.00**

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
432-695-4420

INVOICE

BILL TO
300 City of Midland Utility
Emergency Repair
300 N Loraine
Midland, Texas 79701

INVOICE # 908
DATE 03/05/2021
DUE DATE 03/05/2021

ACTIVITY	QTY	RATE	AMOUNT
02 Site Work 2/17/2021 Sycamore Water Main Repair: Dup the leaking water main and made repairs using 1 - 4" Hymax repair couplings and 1 stick of 4' C-900DR-18 pipe. Hauled in Gravel and chat from the COM yard to the jobsite with the 12 yard dump truck. Used 4" water Pump and Light tower. Total Labor: $2,902.50, Materials Cost: $248.70, Equipment Costs: $8,461.13	1	8,461.13	8,461.13
02 Site Work 2-18/2021 Sycamore Water Main Repair: Repaired 1 4" Water Line with repair couplers, COM provided gravel, chat and 2 of the 4" repair couplers, dug up 2nd leak and replaced line and 2 water services. Labor Cost: $3,390.00, Materials Cost: $322.03, Equipment Costs: $3,625.00.	1	7,337.03	7,337.03
02 Site Work 2-19-2021 Sycamore Water Main Repair Cleaned up and hauled off the asphalt and mud from the site. Hauled in gravel and chat for the backfill and prep for 2 sack. Labor Cost $2,967.50, Equipment Costs: $2,392.50	1	5,360.00	5,360.00
02 Site Work 2-22-2021 Sycamore Water Main Repair: Cleaned up and hauled off asphalt and mud from the site Hauled in gravel and chat for backfill and prep area for 2 sack	1	2,840.00	2,840.00
02 Site Work 2-24-2021 Sycamore Water Main Repair: Poured two sack concrete and prepared area for asphalting	1	1,904.00	1,904.00
02 Site Work 2-25-2021 Sycamore Water Main Repair: Cleaned up and hauled off the excess asphalt and mud from the jobsite Hauled in grave and chat. Called off to go to another line break	1	1,590.00	1,590.00
02 Site Work 2-26-2021 Sycamore Water Main Repair: Finished final cleanup hauled rest of asphalt and mud from site. COMPLETE	1	2,020.00	2,020.00

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

SYCAMORE WATER MAIN REPAIR	BALANCE DUE	$29,512.16

Payment due upon receipt of invoice

THANK YOU FOR YOUR BUSINESS

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
432-695-4420

INVOICE

BILL TO
300 City of Midland Utility
Emergency Repair
300 N Loraine
Midland, Texas 79701

INVOICE # 910
DATE 03/08/2021
DUE DATE 03/08/2021

ACTIVITY	QTY	RATE	AMOUNT
02 Site Work 02/17/2021 Midkiff & Bedford: exposed waterline break and sewer line break Labor Cost: $1,920.00 Material Costs: $377.52 Equipment Costs: $1,590.00	1	3,887.52	3,887.52
02 Site Work Cleaned up asphalt and mud from jobsite and hauled to the yard. Labor Costs $892.50 Equipment Costs: $1,120.00	1	2,012.50	2,012.50
02 Site Work 02/23/2021 Midkiff & Bedford exposed the water line and made a 1" water tap for bacteria testing. Hauled in 3 yards of road base and hauled off mud and asphalt debris. Labor Costs; $887.50, Material Costs: $2,677.21, Equipment Costs: $437.50	1	4,002.21	4,002.21
02 Site Work 02/25/2021 Midkiff & Bedford: Cut asphalt and backfilled the hole and compacted road base to get ready for 2 sack concrete. Hauled 6 yards of road base, and hauled off mud and asphalt Labor Cost $1,450.00, Materials Cost: $90.00, Equipment Costs: $1,775.00	1	3,315.00	3,315.00
02 Site Work 02/26/2021 Midkiff & Bedford: Finished cleaning up and sweeping jobsite. Hauled off extra yards of road base, and hauled off mud and asphalt. Poured the two sack when it arrived and smoothed it out making read for asphalt.	1	5,598.00	5,598.00
02 Site Work 3/5/2021 Midkiff & Bedford; Canyon Service Company installed 3 2" lifts of asphalt to repair a large section of asphalt that was removed for repair	1	10,161.00	10,161.00

Midkiff & Bedford Waterline and Sewer line Breaks completed

BALANCE DUE **$28,976.23**

PACKET 7.11 March 23, 2021

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
432-695-4420

INVOICE

BILL TO
300 City of Midland Utility
Emergency Repair
300 N Loraine
Midland, Texas 79701

INVOICE # 911
DATE 03/09/2021
DUE DATE 03/09/2021

ACTIVITY	QTY	RATE	AMOUNT
02 Site Work 3/5/2021 Canyon Service Company paved two locations on Sycamore Street. Emulsion application was applied prior to the asphalt. 2 layers of asphalt was applied 4" thick to both locations on Sycamore. Materials Cost: $7,596.00	1	7,596.00	7,596.00

BALANCE DUE **$7,596.00**

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
432-695-4420

INVOICE

BILL TO
300 City of Midland Utility
Emergency Repair
300 N Loraine
Midland, Texas 79701

INVOICE # 912
DATE 03/09/2021
DUE DATE 03/09/2021

ACTIVITY	QTY	RATE	AMOUNT
02 Site Work 02/18/2021 Mann & Kentucky Dup up broken main used 4" water pump to move water off of site, city had a hard time getting a good shut off. Repaired with a 12" circle clamp as directed by the city, packed the line with gravel then put some dirt on top to hold line. Labor Costs: $2,195.00, Materials Costs: $234.11, Equipment Costs: $2,295.00	1	4,724.11	4,724.11
02 Site Work 2/19/2021 Mann & Kentucky: Backfilled and compacted repair area, cleaned up site. Labor Costs: $437.50, Equipment Costs: $507.50	1	945.00	945.00

Mann & Kentucky broken main

BALANCE DUE **$5,669.11**

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
432-695-4420

INVOICE

BILL TO
300 City of Midland Utility
Emergency Repair
300 N Loraine
Midland, Texas 79701

INVOICE # 913
DATE 03/09/2021
DUE DATE 03/09/2021

ACTIVITY	QTY	RATE	AMOUNT
02 Site Work 02/20/21 Wall Street & Pecos: Dig out backfill from day before due to the snow run off and replaced and compacted. Cut asphalt and made ready for 2-sack. Hauled off asphalt and mud as digging it up from the location. Labor cost: $2,082.50, Materials Cost: $996.91, Equipment Costs: $2,845.00	1	5,924.41	5,924.41
02 Site Work 02/23/2021 Wall Street & Pecos:Finished site clean off and hauled off mud and trash/swept the pavement. Labor Costs: $1,570.00, Equipment Costs: $2,240.00,	1	3,810.00	3,810.00
02 Site Work 02/24/2021 Wall Street & Pecos: Waited on concrete and finished clean up. Poured 2-sack concrete and spread it out making the trench ready for asphalt. Canyon Service installed the asphalt on 3/2/2021 Labor Costs: $1,440.00, Material Costs: $3,031.50, Equipment Costs: $400.00, .	1	4,871.50	4,871.50

Wall Street & Pecos Line Repairs Complete

BALANCE DUE **$14,605.91**

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
432-695-4420

INVOICE

BILL TO
300 City of Midland Utility
Emergency Repair
300 N Loraine
Midland, Texas 79701

INVOICE # 914
DATE 03/09/2021
DUE DATE 03/09/2021

ACTIVITY	QTY	RATE	AMOUNT
02 Site Work 2/20/2021 "A" Street & Cuthbert: Cut the asphalt and started to look for the electric wire and leak. COM directed us to cut 10' back south and the leak was located. Dug ditch and exposed the water leak. Cut the main water pipe and installed a 3' 10" 6" SD 18 Water pipe and 2 Hymax coupling, put gravel on pipe and backfilled with chat. Labor Costs: $2,755.00, Materials Costs $783.32, Equipment Costs $5,134.00	1	8,672.32	8,672.32
02 Site Work 2/23/2021 "A" Street & Cuthbert. Cleaned up the mud and asphalt loaded into truck and hauled to the yard. Backfilled and compacted making the trench ready for two sack concrete.	1	3,050.00	3,050.00
02 Site Work 02/24/2021 "A" Street & Cuthbert. Poured 10 Yards of 2 sack concrete to make ready for asphalt.	1	1,549.00	1,549.00
02 Site Work 3/2/2021 "A" Street & Cuthbert. Canyon Service applied emulsion to area installed 103 sq ft. of asphalt 2-3" thick. There was an extra .5 ton used to fill in deep areas and levelled out.	1	1,283.70	1,283.70

"A" Street and Cuthbert Leak completed

BALANCE DUE **$14,555.02**

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

City Council Meeting

Item Number: 8

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: RESOLUTION FINDING THAT PARKHILL, SMITH & COOPER, INC., IS THE MOST QUALIFIED SUBMITTER OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PURPOSE OF CERTAIN AIRPORT CAPITAL IMPROVEMENT PROJECTS THAT MAY BE CONSTRUCTED AT MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK AIRPORT; AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR SAID PROJECTS (AIRPORTS)

Purpose:

Resolution finding that Parkhill of Midland, Texas is the most qualified submitter of qualifications for professional engineering and architectural services for the purpose of certain airport capital improvement projects that maybe constructed at Midland International and Midland Airpark Airports.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

On January 30, 2021, and February 6, 2021, the Department of Airports advertised for the submission of qualifications by providers of Professional Engineering and Architectural Services for certain capital improvement projects that may be constructed at Midland International Air & Space Port and Midland Airpark over the next five years. Deadline for

submittals was February 24, 2021.

Four firms from across the United States requested the RFQ, but on February 24, 2021, only one proposal was received and opened and it was from Parkhill of Midland Texas.

Per FAA guidelines, an Evaluation Committee was selected consisting of Airport Staff, an Airport Board member and myself to review the Statement of Qualifications. On Monday, March 1, 2021, the committee met to discuss the qualifications submitted. The selection criteria was based on the total percentage of points of the following:

a. Consultant history and related project experience, AIP, PFC and TxDOT 20%
b. Staff resources, architectural and engineering 20%
c. Team members, key personnel and proposed project management 15%
d. Familiarity with Midland International Air & Space Port and Midland Airpark 15%
e. Capability to furnish qualified construction resident project representative 10%
f. Experience working with FAA SW Region and FAA Air Traffic Control 10%
g. Experience working with TxDOT Aviation 10%

(See attached score sheet for results.)

The process resulted in the Evaluation Committee selecting Parkhill to handle the capital project needs of the Midland Airport System for the next five years.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION FINDING THAT PARKHILL, SMITH & COOPER, INC., IS THE MOST QUALIFIED SUBMITTER OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PURPOSE OF CERTAIN AIRPORT CAPITAL IMPROVEMENT PROJECTS THAT MAY BE CONSTRUCTED AT MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK AIRPORT; AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR SAID PROJECTS

WHEREAS, a number of airport capital improvement projects may be proposed by the Department of Airports; and

WHEREAS, proposal of such projects require professional engineering and architectural services; and

WHEREAS, the Department of Airports requested the submission of qualifications by providers of professional engineering and architectural services; and

WHEREAS, the Department of Airports recommends that Parkhill, Smith & Cooper, Inc., be identified as the most qualified provider of professional engineering and architectural services for said airport capital improvement projects;

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

SECTION ONE. That the City Council hereby finds that Parkhill, Smith & Cooper, Inc., is the most qualified provider of professional engineering and architectural services for said airport capital improvement projects.

SECTION TWO. That the Interim City Manager is hereby authorized and directed to negotiate and execute a professional services agreement with Parkhill, Smith & Cooper, Inc., for professional engineering and architectural services related to the above-referenced airport capital improvement projects. Said agreement shall be kept on file on the office of the City Secretary and referenced by the date and number of this Resolution.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

AGREEMENT
BETWEEN THE CITY OF MIDLAND, TEXAS
AND
PARKHILL
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 23, 2021, ("Effective Date") between the City of Midland, Texas ("OWNER") and Parkhill ("ENGINEER").

OWNER intends to implement the following projects based upon FAA, PFC, City/Airport and/or TxDOT Aviation funding:

RECITALS

1. Reconstruct Taxiway E, West of Taxiway A
2. Reconstruct Asphalt Air Carrier Apron Pavement with Concrete Pavement
3. Airfield Snow Removal Vehicles and Equipment Acquisition
4. Engineering Evaluation of Asphalt Pavement on the Air Carrier Runways and Taxiways
5. Rehabilitate Runway 16R/34L, Runway 10/28 and Air Carrier Taxiways Asphalt Pavement
6. Facility Assessment and Rehabilitation of prior Commemorative Air Force (CAF) Museum Building for use as a Hangar or Hangar with office space
7. Airside/Landside Improvements at the previous CAF Site
8. Rehabilitate Runway 7/25, Runway 1634 and Taxiways at Midland Airpark
9. Other items as may be funded by FAA, PFC, City/Airport and/or TxDOT Aviation

OWNER and ENGINEER further agree as follows:

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide or cause to be provided the services set forth herein and in Exhibit A.

B. The OWNER's written authorization shall be obtained prior to proceeding with each subsequent phase of services for the items as stated in the RECITALS on Page 1 or the RECITALS as Amended: provided, however, in no case shall ENGINEER commence services under any phase of this Agreement until OWNER has made provision for the payment therefor. Furthermore, ENGINEER shall not perform any services under this Agreement for items stated in the RECITALS on Page 1 or the RECITALS as Amended until such time as the OWNER and the ENGINEER have executed an Amendment to be made a part of this Agreement, and the OWNER has made provision for the payment of the amount due to the ENGINEER by reason of said Amendment(s).

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit C.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein.

B. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including, design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any, budgetary limitations.

C. Furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

D. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

E. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

6. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

F. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

G. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property, as required for ENGINEER to perform services under the Agreement.

H. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

I. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Construction Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof unless authorized as Additional Services under Exhibit A - Part 2.

J. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may, be necessary for completion of each phase of the Project.

K. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals. and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely, decisions pertaining thereto.

N. Place and pay for advertisement for Bids in appropriate publications.

O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and final payment.

P. Authorize ENGINEER to provide Additional Services as set forth in Exhibit A - Part 2 of the Agreement as required.

Q. Make decisions and carry out OWNER'S responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the ENGINEER.

ARTICLE 3-SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. It is agreed that authorization to proceed with the Basic Services of the items in the RECITALS on Page 1, or the RECITALS as Amended, will occur at various times at the discretion of the OWNER. At such time of authorization by the OWNER, the rates of compensation will be negotiated and an Amendment will be made as part of this Agreement.

3.02 Time for Completion

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

C. If OWNER authorizes changes in the scope, extent, or character of the Project or ENGINEER's services, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.

3.03 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Basic Services and Additional Services of ENGINEER

A. *For Basic Services*. OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A - Part 1, as set forth in Exhibit B.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A - Part 2, as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

A. *Preparation and Submittal of Invoices.* ENGINEER will prepare invoices in accordance with ENGINEER's standard invoicing practices and will submit to OWNER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit B.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and ENGINEER may (after giving seven-day notice to OWNER), suspend services under this Agreement until OWNER has paid in full all amounts due for services. Owner waives any and all claims against ENGINEER for any such suspension.

C. *Disputed Invoices*: If OWNER disputes an invoice, either as to the amount or entitlement, then OWNER shall promptly advise ENGINEER in writing of the specific basis for doing so, may withhold that portion so disputed, and must pay the undisputed portion.

D. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER.

E. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other compensation under this Agreement then Engineer may invoice for reimbursement by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. *Standard of Care.* The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by ENGINEER.

B. *Technical Accuracy.* OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

C. *Consultants.* ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. *Compliance with Laws and Regulations.* ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. *Reliance on Others.* OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER in any way contingent upon the ENGINEERs signing any such certification.

G. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

H. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

J. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee, C-700 (2007 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A - Part 1.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for the application and interpretation of the construction Contract Documents and waives all claims against the ENGINEER that may be in any way connected to Construction Phase administration, engineering or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.04 Use of Documents

A. All Documents are instruments of service and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants.

C. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

D. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

E. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

G. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

H. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

6.05 Insurance

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

Comprehensive General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

B. OWNER shall require Contractor to purchase and maintain Workers' Compensation, General Liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER'S

Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

B. *Payments Upon Termination*. In the event of any termination, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit B for all services performed or furnished and all expenses incurred through the effective date of termination.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, the OWNER and ENGINEER agree that any dispute between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii)warrants that the Site is in full compliance with applicable Laws and Regulations.

6.11 Allocation of Risks

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

B. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

C. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

6.12 Third-Party Beneficiaries

A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

6.13 Miscellaneous Provisions

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Headings.* The headings used in this Agreement are for general reference only and do not have special significance.

6.14 Independent Contractor

A. It is expressly understood and agreed that ENGINEER shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Midland; that ENGINEER 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 respondent superior shall not apply as between City of Midland and ENGINEER, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City of Midland and ENGINEER. No person performing any of the work and services described hereunder by ENGINEER shall be considered an officer, agent, servant or employee of the City of Midland. 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. ENGINEER 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 of Midland does not have the power to direct the order in which the work is done. The City of Midland shall not have the right to control the means, methods or details of the ENGINEER's work. ENGINEER shall assume exclusive responsibility for the work. ENGINEER is entirely free to do the work in its own way.

6.15 Waiver of Attorney Fees

A. **BY EXECUTING THIS AGREEMENT, ENGINEER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE ENGINEER SPECIFICALLY AGREES THAT IF THE ENGINEER 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 ENGINEER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ENGINEER MIGHT OTHERWISE BE ENTITLED.**

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

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

6.16 Sovereign Immunity

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

6.17 Release

A. NOTWITHSTANDING ANY OTHER PROVISIONS, ENGINEER 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 ENGINEER 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**.**

6.18 Notice of Alleged Breach

A. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, ENGINEER or its legal representative, shall give the City Manager, or any other reasonable official of the City of Midland, notice in writing 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 ENGINEER will settle, the physical and mailing addresses of ENGINEER at the time and date the claim was presented and the physical and mailing addresses of ENGINEER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the ENGINEER relies to establish its claim; and a failure to so notify the City of Midland within the time and manner provided herein shall exonerate, excuse and except the City of Midland from any liability whatsoever. The City of Midland is under no obligation to provide notice to ENGINEER that ENGINEER's notice is insufficient. The City Of Midland 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, ENGINEER's failure to comply with the requirements herein shall perpetually bar ENGINEER'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 of Midland has actual or constructive notice or knowledge of said claim or alleged damages. ENGINEER agrees that the requirements of this entire Agreement are reasonable.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A - Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services", including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent of asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A - Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor concerning the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendment, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Construction Contract Times*--The numbers of days or the dates stated in the Construction Agreement to:
(i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Direct Expenses*--The expenses incurred directly by ENGINEER in connection with the performing of Basic Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, to include but not limited to fax, reproduction, travel, telephone, meals and lodging, CAD charges, field supplies, models, renderings, photos, and postage.

20. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

21. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

22. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

24. *Engineer's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

25. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

26. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

27. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

28. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

30. *PCB's*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch

absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

33. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

34. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing of Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, to include but not limited to fax, reproduction, travel, telephone, meals and lodging, CAD charges, field supplies, models, renderings, photos, and postage.

35. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit C.

36. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

37. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

38. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

39. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

40. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical

conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8-EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services", consisting of 9 pages.

B. Exhibit B, "Payments to Engineer', consisting of 3 pages.

C. Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative", consisting of 4 pages.

D. Exhibit D, "Notice of Acceptability of Work", consisting of 2 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 18 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, the Effective Date of which is indicated on page 1

OWNER:	ENGINEER:
CITY OF MIDLAND, TEXAS	PARKHILL
By: Patrick Payton	By: Danny G. Winchester
Title: Mayor	Title: Firm Principal
Date Signed:	Date Signed: 3/23/2021
Address for giving notices:	Address for giving notices:
P.O. Box 1152	1700 W. Wall
Midland, Texas 79702	Midland, Texas 79701
Phone: (432) 685-7357	Phone: (432) 697-1447

IN DUPLICATE

EXHIBIT A
ENGINEER'S SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and authorized Additional Services as set forth below.

EXHIBIT A - PART 1 -- BASIC SERVICES

A I.01 *Study and Report Phase*

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.

2. Advise OWNER as to the necessity of OWNER's providing data or services which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.

3. Establish the scope, and advise the OWNER, of any special investigations, field surveys or soil and foundation investigations which, in the opinion of the ENGINEER, may be required for the proper execution of the Study and Report Phase; and arrange with the OWNER for the conduct of such investigations and tests. The performance of these investigations and tests is not a part of the ENGINEER's Basic Services, and compensation therefor is not included in the Basic Fee. The investigations and tests may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by the applicable portions of Exhibit B.

4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.

5. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.

6. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and ENGINEER's recommended solution(s). This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each recommended solution with each component separately itemized, including the following: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER, and other information furnished by OWNER.

7. Furnish five (5) review copies of the Report to OWNER and review it with OWNER.

8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish ten (10) final copies of the revised Report to the OWNER.

B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.

A l.02 *Preliminary Design Phase*

A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, selection and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. The performance of field surveys is not a part of the ENGINEER's basic services, and compensation therefore is not included in the Basic Fee. The surveys may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. Establish the scope, and advise the OWNER, of any additional soils or foundation investigations which, in the opinion of the ENGINEER, may be required for the proper execution of the Project; and arrange with the OWNER for the conduct of such investigations and tests. The performance of these investigations and tests is not a part of the ENGINEER's Basic Services, and compensation therefor is not included in the Basic Fee. The investigations and tests may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by the applicable portions of Exhibit B.

4. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.

5. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost.

6. Furnish five (5) review copies of the Preliminary Design Phase documents to OWNER and review them with OWNER.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when copies of the Preliminary Design Phase documents have been delivered to OWNER.

A 1.03 *Final Design Phase*

A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction and authorization, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost.

4. Prepare and furnish five (5) sets of Bidding Documents and a revised opinion of probable Construction Cost for review and approval by OWNER, its legal counsel, and other advisors. as appropriate, and assist OWNER in the preparation of other related documents.

B. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).

C. ENGINEER's services under the Final Design Phase will be considered complete on the date when the final Bidding Documents have been delivered to OWNER.

A l.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Furnish the number of copies of the Bidding Documents as required by prospective bidders and furnishers of material and equipment. All sets of Bidding Documents are to be paid for separately under Exhibit B as an Additional Service.

2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

3. Prepare and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

4. Consult with OWNER as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A l.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract*. Consult with OWNER and act as OWNER's representative as provided in the Construction Contract General Conditions.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit C. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement. The performance of the RPR is not included in the ENGINEER’s basic fee and may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory. The performance of these investigations and tests is not included in the ENGINEER's basic fee and may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

4. *Pre-Construction Conference*. Conduct a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks*. As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed. The performance of field surveys is not included in the ENGINEER's basic fee and may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

6. *Visits to Site and Observation of Construction,* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work*. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change orders and Work Change Directives*. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples*. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety, precautions and programs incident thereto.

11. *Substitutes and "or-equal*." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests*. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.

13. *Disagreements between OWNER and Contractor*. Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment*. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

15. *Contractor's Completion Documents.*

a. Receive, review and transmit to OWNER maintenance and operating instructions, schedules, and guarantees.

b. Receive and transmit to OWNER bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, annotated record drawings, and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

16. *Substantial Completion*. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, visit the Site to review the Work and determine the status of completion. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Final Notice of Acceptability of the Work*. Conduct a final visit to the project to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit D (the "Notice of Acceptability of Work") that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase*. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after original date for completion and readiness for final payment of Contractor as set forth in the Contract Documents.

C. *Limitation of Responsibilities*. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

EXHIBIT A - PART 2 -- ADDITIONAL SERVICES

A 2.01 *Additional Services Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Providing design and/or construction surveys and staking to enable ENGINEER to perform its services and Contractor to perform his work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

2. Services of a Resident Project Representative and other field personnel, as required, for on-the-site observation of construction and for construction layout surveys.

3. Soil and foundation investigations, including field and laboratory tests, borings, related engineering analysis and recommendations.

4. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

5. Post-Construction Phase. The Post-Construction Phase includes, providing assistance in connection with the testing and adjusting of Project equipment or systems; Assisting OWNER in training OWNER’s staff to operate and maintain Project, equipment, and systems; Assisting OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems; visiting the Project with the OWNER to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present; and in company with OWNER or OWNER’s representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

6. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

7. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

8. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

9. Services required as a result of OWNER's providing incomplete or incorrect Project information.

10. Providing renderings or models for OWNER's use.

11. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

12. Furnishing services of ENGINEER's Consultants for other than Basic Services.

13. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

15. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

16. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

17. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

18. Providing Construction Phase services beyond the Contract Times set forth in Exhibit B.

19. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

20. Preparation of operation and maintenance manuals.

21. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

22. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.

23. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

24. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

25. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

26. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

27. Services in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

28. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

29. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

30. Reimbursable expenses associated with providing additional services.

EXHIBIT B
PAYMENTS TO ENGINEER
LUMP SUM METHOD

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

B 4.01 *Compensation for Basic Services - Lump Sum Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:

1. A Lump Sum amount of $_____ based on the following distribution of compensation:

a. Study and Report Phase $_____
b. Preliminary Design Phase $_____
c. Final Design Phase $_____
d. Bidding and Negotiating Phase $_____
e. Construction Phase $_____

Fee to be negotiated for each project item listed in the RECITALS or Amended RECITALS as projects are approved and included as an Amendment to this Agreement.

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Direct Expenses.

3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

4. The Lump Sum is conditioned on Construction Contract Times to complete the Work not exceeding _____ months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

5. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A - Part 1, the ENGINEER shall be compensated an additional amount equal to $ ____*_____ for all Basic Services for each prime contract added.

*To be negotiated if required.

B 4.02 *Compensation for Authorized Additional Services --Standard Hourly Rates Method of Payment.*

A. OWNER shall pay ENGINEER for authorized Basic Services or Additional Services set forth in Exhibit A - Part 2 as follows:

1. For labor on an hourly rate basis in accordance with Appendix 1.

2. For reimbursable expenses, on the basis of cost times a factor of 1.15.

B. The hourly rate schedule will be adjusted each January 1st to reflect cost of living adjustments.

B 4.03 *Compensation for Basic Services - Standard Hourly Rates Method of Payment*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Direct Expenses and ENGINEER's Consultant's charges, if any.

2. ENGINEER's Standard Hourly Rates are attached to this Exhibit B as Appendix 1.

3. The total compensation for services under paragraph B4.03 is not to exceed $_____.

4. The total estimated compensation for ENGINEER's services incorporates all labor, overhead, profit, Direct Expenses and ENGINEER's Consultant's charges.

5. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Hourly Rates for each applicable billing class, plus Direct Expenses at cost times a factor of _____ and ENGINEER's Consultant's charges at cost times a factor of _____.

6. The Hourly Rates Schedule will be adjusted each January 1st to reflect cost of living adjustments.

7. The Hourly Rates Method of Payment is conditioned on Construction Contract Times to complete the Work not exceeding _____ months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

8. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A - Part 1, the ENGINEER shall be compensated an additional amount equal to $ ____*____ for all Basic Services for each prime contract added.

*To be negotiated if required.

APPENDIX 1

Client: City of Midland, Texas **Parkhill**
Project: Midland International Air & Space Port and Midland Airpark **Hourly Rate Schedule**
Project Location: MAF/MDD **January 1, 2021 through December 31, 2021**
Agreement Date: March 23, 2021

Classification	Hourly Rate
PROFESSIONAL LEVEL I	
Architect	$131.00
Civil Engineer	$136.00
Electrical Engineer	$139.00
Interior Designer	$124.00
Landscape Architect	$124.00
Mechanical Engineer	$136.00
Structural Engineer	$130.00
Surveyor	$108.00
Other Professional	$122.00
PROFESSIONAL LEVEL II	
Architect	$141.00
Civil Engineer	$152.00
Electrical Engineer	$156.00
Interior Designer	$131.00
Landscape Architect	$131.00
Mechanical Engineer	$156.00
Structural Engineer	$147.00
Surveyor	$118.00
Other Professional	$129.00
PROFESSIONAL LEVELIII	
Architect	$160.00
Civil Engineer	$189.00
Electrical Engineer	$183.00
Interior Designer	$144.00
Landscape Architect	$155.00
Mechanical Engineer	$183.00
Structural Engineer	$181.00
Surveyor	$128.00
Other Professional	$141.00
PROFESSIONAL LEVEL IV	
Architect	$197.00
Civil Engineer	$220.00
Electrical Engineer	$215.00
Interior Designer	$156.00
Landscape Architect	$168.00
Mechanical Engineer	$215.00
Structural Engineer	$210.00
Surveyor	$147.00
Other Professional	$167.00
PROFESSIONAL LEVEL V	
Architect	$238.00
Civil Engineer	$265.00
Electrical Engineer	$263.00
Interior Designer	$189.00
Landscape Architect	$204.00
Mechanical Engineer	$263.00
Structural Engineer	$253.00
Surveyor	$162.00
Other Professional	$185.00

Classification	Hourly Rate
PROFESSIONAL LEVEL VI	
Architect	$265.00
Civil Engineer	$286.00
Electrical Engineer	$297.00
Interior Designer	$229.00
Landscape Architect	$247.00
Mechanical Engineer	$297.00
Structural Engineer	$273.00
Surveyor	$208.00
Other Professional	$225.00
PROFESSIONAL LEVEL VII	
Architect	$341.00
Civil Engineer	$341.00
Electrical Engineer	$341.00
Interior Designer	$257.00
Landscape Architect	$341.00
Mechanical Engineer	$341.00
Structural Engineer	$341.00
Surveyor	$231.00
Other Professional	$341.00
SUPPORT STAFF I	$64.00
SUPPORT STAFF II	$76.00
SUPPORT STAFF III	$104.00
SUPPORT STAFF IV	$111.00
SUPPORT STAFF V	$123.00
SUPPORT STAFF VI	$133.00

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2021 through December 31, 2021. After December 31, 2021, invoices will reflect the Schedule of Charges currently in effect.

EXHIBIT C
DUTIES, RESPONSIBILITIES, AND LIMITATIONS
OF AUTHORITY
OF RESIDENT PROJECT REPRESENTATIVE

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

C6.02 *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit C may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the
OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and

interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples.*

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.

c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders. Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures: and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.

d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or in part.

EXHIBIT D

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By:_____

Title:_____

Dated:

_____, _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.

3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.

4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.

5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

EVALUATION CRITERIA FOR
CITY OF MIDLAND, TEXAS
MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)/MIDLAND AIRPARK (MDD)
REQUEST FOR QUALIFICATIONS (RFQ)- PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES

Item	**Weight**	**Parkhill** **Average Score (1-10)**
Consultant history and related project experience, AIP, PFC and TxDOT	20%	10.0
Staff resources, architectural and engineering	20%	8.9
Team members, key personnel and proposed project management	15%	8.9
Familiarity with Midland International Air & Space Port, City of Midland and Part 139 Certificated Airports	15%	9.9
Capability to furnish qualified construction resident project representative	10%	8.6
Experience working with FAA SW Region and FAA Air Traffic Control	10%	9.6
Experience working with TxDOT Aviation	10%	9.4
TOTAL	**100%**	**65.1 out of 70**

Scoring Meeting held- Monday, March 1, 2021 at 11:30AM- Average of Committee Scores (7 evaluators)

CITY OF MIDLAND, TEXAS
MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)
MIDLAND AIRPARK (MDD)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES

I. INVITATION TO SUBMIT STATEMENT OF QUALIFICATIONS

The City of Midland, Texas is requesting submission of qualifications for professional engineering and architectural services for the Midland International Air & Space Port and Midland Airpark Airport. Sealed responses addressed to the Office of City Secretary, City Hall, Midland, Texas will be received until 2:00 p.m. February 24, 2021, or as changed by issuance of formal addenda. Interested firms shall furnish (5) copies of the response for the RFQ. The RFQ shall be no more than forty (40) pages.

The Airport/City intends to select a single firm to provide the services required for the projects in the RFQ expected to be performed within five (5) years from initial contract. The Airport/City will make the selection from the RFQ's received.

WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR QUALIFICATIONS PROCESS OR AWARD OF CONTRACT

By submitting qualifications, the submitter agrees to and does waive any claim the submitter has or may have 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 submission of qualifications;
2. Waiver or deletion of any of the requirements under the Request for Qualifications;
3. Acceptance or rejection of any proposals;
4. Award of any contract Waiver or deletion of any of the requirements under the Request for Qualifications;
5. Acceptance or rejection or any proposals;
6. Award of any contract.

The submitter agrees that this is the intentional relinquishment of the above listed rights. By submitting qualifications, the proposer acknowledges that the submitter understands all terms of the proposal documents and consents to the evaluation process and the possibility of a negative assessment.

WAIVER OF ATTORNEY FEES

By submitting qualifications, each submitter agrees to waive and does hereby waive any claim the submitter has or may have against the City of Midland, Texas, and the City's respective employees and representatives for the award of attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any submission, waiver of any requirements under the submission, or the Contract Documents, acceptance or rejection of any submission, and award of the Contract. By submitting qualifications, the submitter specifically waives any right to recover or be paid attorney's fees from the City of Midland, Texas, 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 known right.

By execution and submission of these qualifications, the Submitter hereby represents and warrants to the City of Midland that the Submitter has read and understands the Request for Qualifications and the Contract Documents and this submission is made in accordance with the Request for Qualifications. Proposer acknowledges that it understands all terms within the request for statement of qualifications documents which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

II. INTRODUCTION

The Midland International Air & Space Port is an FAA-certificated commercial service airport situated in a small hub local market, enplaning approximately 650,000 passengers per year in 2019. Major airline service is provided by American Eagle, Southwest and United Express. Currently, there are 29 airline flights per day along with military, business aircraft and general aviation aircraft activity exceeding 65,000 operations per year.

Midland Airpark is a General Aviation Facility. It has two runways along with corporate hangars and T-Hangars. There are currently 101 based aircraft. The airport is under TxDOT Aviation review and funding.

III. PROJECT OVERVIEW

The Midland International Air & Space Port System (owner) is seeking professional engineering and architectural consulting services including, but not limited to, project design, administration, supervision and coordination for airport development projects at both airports expected during the next 5 years.

Airport development projects are subject to FAA funding and/or TxDOT funding and approval. Any project referred to in the RFQ is subject to this process and will not begin until these steps have been completed. The consultant is expected to be knowledgeable in the FAA Airport Improvement Program (AIP), Passenger Facility Charge (PFC) program and TxDOT Aviation

Division Funding Program, and will assist the airport in seeking funding and project approval through grants and PFCs to implement any one or more of the projects. Engineering/ Architectural services will involve such support services as preparing project cost estimates and preparation of grant application documents. Other services and documents that the engineer/architect may be expected to provide will include preparation of monthly FAA Grant or PFC Request for Reimbursements, contractor pay estimates, project progress reports, perform problem resolution, inspections, and visits with FAA and/or TxDOT officials, making presentations and reports to the Airport Board, City Council, FAA, TxDOT and similar services as may be required or requested. The consultant shall have experience with working with FAA SW Region, TxDOT Aviation staff and FAA Air Traffic Control.

IV. PROJECT DESCRIPTION/SCOPE OF SERVICES

1. Professional Engineering and Architectural Services

Professional engineering and architectural services shall be performed by qualified persons registered and licensed by the State of Texas with knowledge and experience in airport planning, design and construction. The professional engineering and architectural services will include the basic services of the Preliminary, Design, Bidding and Construction Phase consultant services. The professional engineering and architectural services may also include, but not be limited to:

a. Engineering and design of airfield pavement surfaces including concrete and asphalt construction, airfield lighting and signage, and pavement markings, etc.;
b. Engineering and architectural design of Airport Facilities such as hangars, cargo buildings, Terminal Facilities, etc.;
c. Architectural Landscape design;
d. Architectural Interior design;
e. Preparation of plans, specifications, bid documents and construction drawings consistent with owner's standards and requirements as well as FAA and/or TxDOT Aviation standards and regulations relating to technical design matters and in bidding and purchasing procedures. Preparation will include any necessary research, justification, or supporting data needed to properly complete the design through construction of the project;
f. Assistance in the preparation of AIP and/or TxDOT Aviation grant documents and PFC documents for the application for federal and local funding needs;
g. Preparation of FAA project progress reports, contractor pay estimates, AIP grant reimbursement requests and reports in conjunction with PFC collection and processing, and other reporting forms that may be required;
h. Providing project administration, management and coordination to the extent as determined by the owner. These services may include such services as construction

management and coordination, resident project representation, testing, surveying and other services for quality assurance and compliance with all the specifications;

i. Meet with owner's staff, city officials and airport board to confer and advise on matters relating to the design and/or implementation of the project(s);
j. Assist owner with prebid conferences, participate in bid evaluations and make recommendations to the Airport with regard to qualification and selection of construction bidders;
k. Prepare and submit required notices of proposed construction.

2. Project Coordination and RPR Services

Whenever the architect/engineer is selected to perform project and construction administration, coordination, or management services, or other services for inspection, testing and quality assurance services etc., the engineer will perform the amount of work necessary to assure the airport of quality and thoroughness in planning, design, construction and other project elements and that work received is in accord with approved specifications and that all construction is performed with professional craftsmanship and skill.

Services in the category shall include but not be limited to:

a. Prepare and maintain phasing schedules, construction target dates, organize and conduct construction progress meetings, tenant meetings and other activities necessary for the smooth and efficient flow of work progress.
b. Specify and have executed (with coordination of owner) any surveying and testing services to determine pre-construction conditions necessary for bidding, and during construction to ensure quality and integrity of the project work
c. Prepare and submit to FAA Weekly Construction Progress Reports, Quarterly Grant Progress Reports and other FAA required construction phase reporting requirements.

Whenever the architect/engineer is selected to serve as the airport's representative, the architect/engineer will be expected to take initiative and represent the airport's best interests above all others, at all occasions, from the lowest level of supervision, and maintain proper documentation of any actions taken, and report those actions to the airport staff designee.

3. Insurance Requirements

Before starting and until acceptance of the work by the owner, the consultant shall procure and maintain minimum levels for insurance as specified by this section; the owner reserves the right to add requirements or increase the specified amounts, depending on the project or number of projects.

a. Architect's/Engineer's Professional Liability – The architect/engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00 during the term of this Contract. Such coverage shall be maintained for a period of three (3) years following completion and acceptance of any work performed under this agreement. In the event the architect/engineer fails to secure and maintain such coverage, architect/engineer shall be deemed the insurer of such professional liability and shall be responsible for all damages suffered by the owner as a result thereof, including attorney's fees and costs.
b. Notice of Cancellation and/or Restriction – Each policy must be endorsed to provide the owner with a minimum of forty-five (45) days' notice of cancellation and/or restriction.
c. Certificates of Insurance – Certificates of Insurance evidencing the insurance coverage specified in the section shall be filed with the owner before operations are begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this Contract, and shall state that such insurance is as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

5-Year CIP Representative Project List

The following projects represent potential projects that may be constructed at Midland International Air & Space Port or Midland Airpark. This list may be expanded, or projects deleted based on the Owner's discretion, FAA funding and/or TxDOT Aviation funding.

- Reconstruct Taxiway E, West of Taxiway A
- Reconstruct Asphalt Air Carrier Apron Pavement with Concrete Pavement
- Airfield Snow Removal Vehicles and Equipment Acquisition
- Engineering Evaluation of Asphalt Pavement on the Air Carrier Runways and Taxiways
- Rehabilitate Runway 16R/34L, Runway 10/28 and Air Carrier Taxiways Asphalt Pavement
- Facility Assessment and Rehabilitation of prior Commemorative Air Force (CAF) Museum Building for use as a Hangar or Hangar with office space
- Airside/Landside improvements at the previous CAF site – scope of project is anticipated to consist of the reconstruction/rehabilitation of the existing Taxiway V, extension of existing Taxiway V, potential new taxilanes, new aircraft apron, construction of vehicle access roadways and construction of water/sewer utilities
- Rehabilitate Runway 7/25, Runway 16/34 and Taxiways at Midland Airpark
- Other items as may be funded by FAA, PFC, City/Airport and/or TxDOT Aviation during the 5-year period at either MAF or MDD airports.

V. STATEMENT OF QUALIFICATIONS INSTRUCTIONS

1. The SOQ

The statement of qualifications shall incorporate by reference the scope of services and other provisions contained in the RFQ and outline any other services the proposer sees necessary to design and implement the scope of work. The SOQ is expected to include a description of how the proposer will perform the work, methodology, and personnel resources to complete the projects. The SOQ shall include the submitter's experience and qualifications as it relates to these projects.

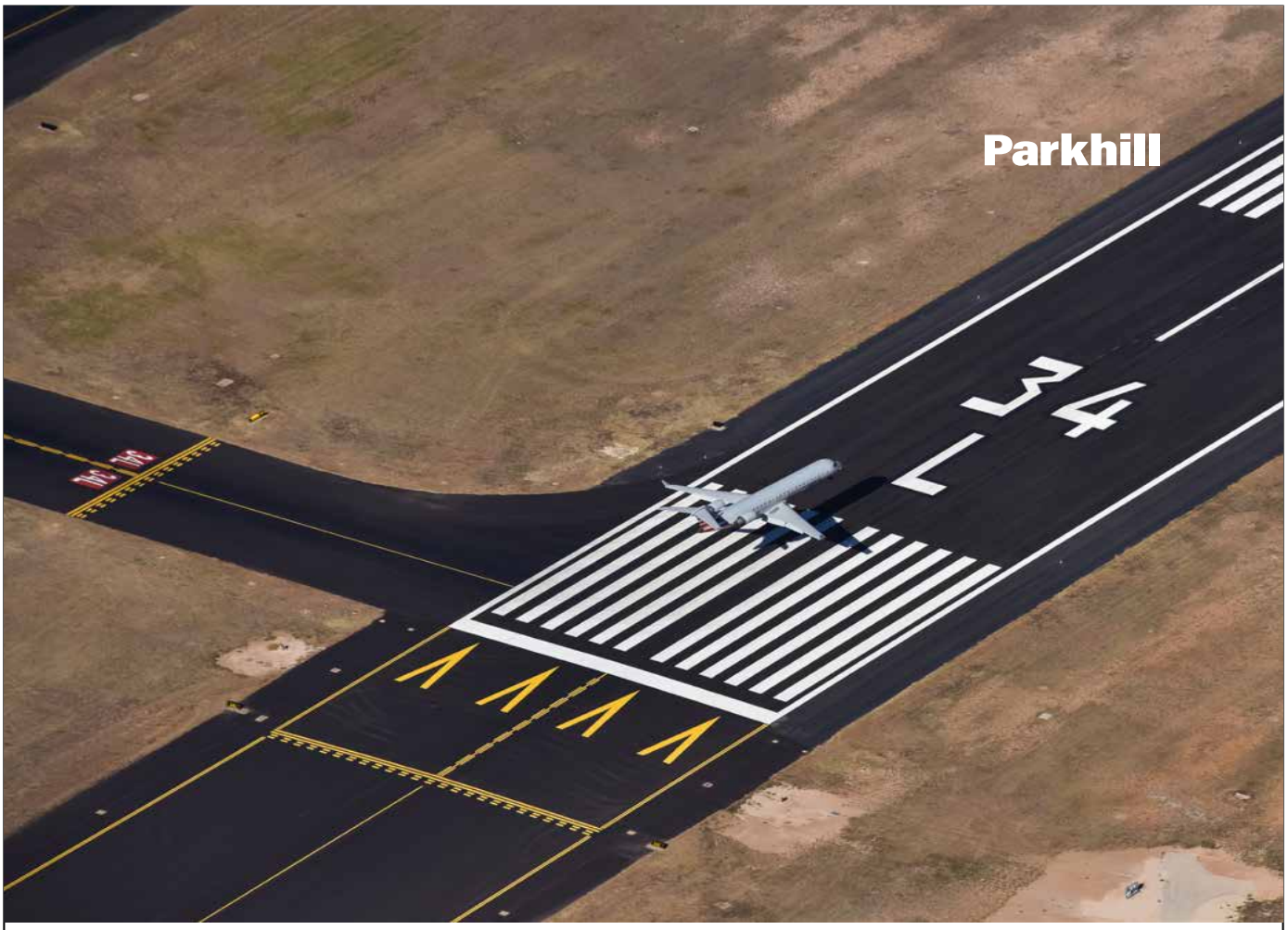
2. Performance Standards

Performance standards and accountability expected for professional services include performing the design, plans and specifications and other tasks in the manner that will produce the project in its entirety without the need for change orders and other cost additive items.

3. Evaluation of SOQ

Statement of Qualifications received in response to this request shall be evaluated and rated by an Evaluation Committee appointed by the Director of Airports. The selection criteria will be based on the total percentage of points of the following:

a.	Consultant history and related project experience, AIP, PFC and TxDOT	20%
b.	Staff resources, architectural and engineering	20%
c.	Team members, key personnel and proposed project management	15%
d.	Familiarity with Midland International Air & Space Port, City of Midland and Part 139 Certificated Airports	15%
e.	Capability to furnish qualified construction resident project representative	10%
f.	Experience working with FAA SW Region and FAA Air Traffic Control	10%
g.	Experience working with TxDOT Aviation	10%



PROPOSAL FOR

MAF & MDD

MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK
PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES
PREPARED FOR CITY OF MIDLAND

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Parkhill

February 23, 2021

Ms. Justine Ruff, Director of Airports
City of Midland
9506 LaForce Blvd, 3rd Floor
Midland, Texas 79706

RE: Request for Qualifications for Engineering and Architectural Services Airport Development Projects Midland International Air & Space Port (MAF) and Midland Airpark (MDD)

Dear Selection Committee:

It is with a great deal of pride in our history and commitment to the future of the Midland Airport System that we submit our qualifications for your upcoming Five-Year Capital Improvement Plan for MAF and MDD. For the past 44 years, members of our existing staff have worked closely with the City of Midland in developing both Midland airports into state-of-the-art facilities recognized in the airport industry. The next five years offer an exciting opportunity for us to continue this proven relationship that has resulted in planning, funding, designing, and completing a myriad of projects – always delivered on-time.

As recognized leaders in airport planning, design & construction administration, Parkhill, offers an unparalleled combination of aviation expertise, local airport knowledge, and long-term commitment to the City of Midland. Some of the essential issues that are of direct benefit to the City of Midland include:

Aviation Expertise - One of the cornerstones of our firm's growth over the last 75 years has been to develop a specialized aviation design group. As a top 500 firm in the United States, we have provided aviation services to over 60 cities, involving hundreds of projects. This expertise has established our reputation in Texas and the entire Southwest Region for being specialized aviation designers.

Midland Experience - We have been privileged to work with the Midland Airport System for over 60 years. Members of our current staff have been working with the Midland Airports for over 44 years. No other combination of personnel can provide the background, history and continuity required for long-term development at your airports.

Proven Track Record - Our history speaks for itself. We have an unsurpassed record of proven performance with projects at both airfields. Always on schedule –and completed under our supervision.

Ability to Secure Funding - Midland International Air & Space Port has excelled in obtaining discretionary funds from the AIP program. We believe our involvement in the planning, prioritizing, preparation of applications, and close working relationships with the FAA and TxDOT are a critical factor in this success. No other firm is in as good of a position to help you maximize federal and state funding.

Continuity - Many of the projects anticipated during the next five-year CIP are very similar to projects that Parkhill has previously provided architectural/engineering design, bidding and construction phase services for MAF and MDD. With our past history of working for MAF, we have knowledge of your airport and how the projects on your anticipated project list meet the needs of the future of MAF.

Our history with the Midland Airport System was the basis of Parkhill establishing a permanent office in Midland in 1979. Growing to 36 employees from an original staff of two has been a mutual benefit to both the city and Parkhill. A large part of this growth has been the continued commitment and development of our aviation design group as we have been able to provide aviation design services throughout Texas from our Midland location. This is economic development in its truest form and we are proud of our commitment and ability to grow in Midland.

Today, Parkhill has 14 offices in Texas, New Mexico and Oklahoma. We maintain a staff of over 450 professional, technical and support personnel. **Within our current staff, over 80 design professionals have been involved with the planning, design and construction of projects at MAF and MDD.**

We believe that the continued growth of the Midland Airport System is another cornerstone for the continued economic diversification and growth of the City of Midland. This belief and the commitment of all our key personnel to your upcoming five-year CIP development makes Parkhill the ideal firm to assist you in implementing these upcoming projects. We will be honored to continue to be of service to you.

Sincerely,

Danny G. Winchester, PE
Principal-in-Charge/Project Manager

1700 W. Wall St., Suite 100 | Midland, Texas 79701 | 432.697.1447 Parkhill.com

Section 01 - Responses to the Request for Qualifications

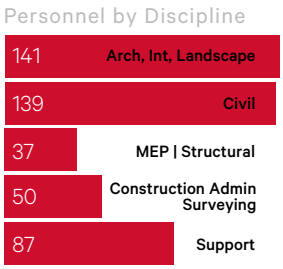
Professional Services
Civil Engineering
Surveying
Construction Phase Services
Structural Engineering
MEP Engineering
Master Planning
Architecture
Interior Design
Landscape Architecture
Cost Estimating

Parkhill, Smith & Cooper is now Parkhill. For 75 years, our communities have relied on us to provide innovative, collaborative, and relevant solutions for design services.

Our story began in 1945 when three friends took it upon themselves to help West Texas rebuild and recover following World War II. We have been creating inventive, relevant built environments together ever since. This is at the heart of what we do and who we are. We are Building Community and sustaining relationships.

BY THE NUMBERS





EXPERIENCE

Engineering
Aviation
Highway
Railway
Municipal Infrastructure
Site Development
Solid Waste
Water
Wastewater

Architecture
Aviation
Commercial/Financial
Community Practice
Municipal
Government
Healthcare
Higher Education
K-12 Education

Parkhill has established a tradition of personalized client service, technical expertise, architectural design, and innovative engineering. A full range of design services is provided through the firm's offices in Texas, Oklahoma, and New Mexico. Parkhill has a staff of more than 450 and is one of the top 30 firms in the state of Texas according to *Engineering News Record*.

Parkhill is a multidisciplinary firm and will provide the City of Midland the personnel to fill the prime firm position and relevant subconsultant positions. These experts understand the unique challenges and opportunities aviation facilities pose when tasked to innovate the most efficient, maintainable systems. Danny Winchester, PE, will hold the primary responsibilities as Project Manager and will be the point of contact for Parkhill. We will have our staff available during design review meetings to relay information to your internal team members.

In 75 years of continuous professional practice, Parkhill has assembled an impressive portfolio. Each project and client is unique, so we customize our design services to meet these individual needs. We provide the on-time and in-budget services that keep our clients coming back. Our commitment to quality and to meeting our clients' needs for professional design services is shown by the high percentage of our practice provided by "repeat" clients. Approximately 85 percent of our active projects are with repeat clients.

Parkhill has provided planning, designing and construction administration services for all types of airport improvement projects since 1945. We have provided engineering services for airport improvement projects with construction costs totaling more than $150 million in the last five years. These projects have involved both general aviation and air carrier airports throughout Texas, New Mexico and Oklahoma, and more specifically have involved both Midland International Air & Space Port and Midland Airpark. Parkhill is recognized by FAA and TxDOT as one of the leaders in aviation design, not only in West Texas but across the state of Texas.

Parkhill's qualifications and experience for the Midland International Air & Space Port's Five-Year Capital Improvement Program (CIP) is well proven. Parkhill has provided engineering services for various projects at Midland International Air & Space Port and Midland Airpark since the first runway and taxiway improvements project in 1961. In fact, we have been involved in almost every major airfield facilities planning, design and construction project at Midland International Air & Space Port for more than 55 years.

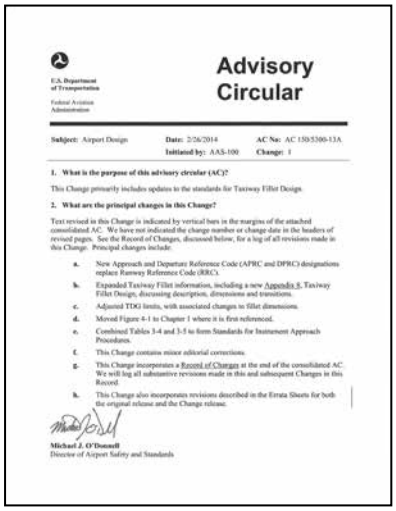
The maps on the following pages graphically depict the projects that personnel with Parkhill have successfully delivered for the City of Midland, Midland International Air & Space Port and Midland Airpark.

Parkhill knows our city's existing aviation facilities as well as your future aviation facility needs. No other firm brings the high level of engineering and architectural knowledge of the City of Midland, Midland International Air & Space Port, and Midland Airpark to your currently proposed projects.

Seventy-five years of airport planning and design work has provided our personnel with specialized expertise in the following areas of special concern regarding your proposed projects.

- Extensive working knowledge and understanding of FAA criteria and requirements for air carrier and general aviation facilities, particularly as these criteria relate to Midland International Air & Space Port and Midland Airpark.
- Engineering design and construction of airfield pavements of all types, including concrete and asphalt.
- Pavement design for aircraft and cargo loadings.
- Pavement rehabilitation and reconstruction.
- Airfield Snow Removal Vehicles and Equipment Acquisition.
- Airfield Pavement Evaluation.
- Building/Hangar Facility Assessments.
- Aircraft Hangar Design and Site Development - Taxiways, Aprons, Roadways and Utilities.
- Airfield lighting and signage.
- Design of aircraft hangar facilities.
- Landscaping.
- Security.
- Airfield drainage.
- FBO / corporate hangar developments.
- Spaceport Business Park Development.

We understand the requirements set out in the FAA Advisory Circulars as they apply to Midland's air transportation facilities, and we have effectively applied these requirements in the numerous projects previously completed for Midland International Air & Space Port and Midland Airpark.



U.S. Department of Transportation
Federal Aviation Administration

Advisory Circular

Subject: Airport Design **Date:** 2/26/2014 **AC No:** AC 150/5300-13A
Initiated by: AAS-100 **Change:** 1

1. What is the purpose of this advisory circular (AC)?

This Change primarily includes updates to the standards for Taxiway Fillet Design.

2. What are the principal changes in this Change?

Text revised in this Change is indicated by vertical bars in the margins of the attached consolidated AC. We have not indicated the change number or change date in the headers of revised pages. See the Record of Changes, discussed below, for a log of all revisions made in this Change. Principal changes include:

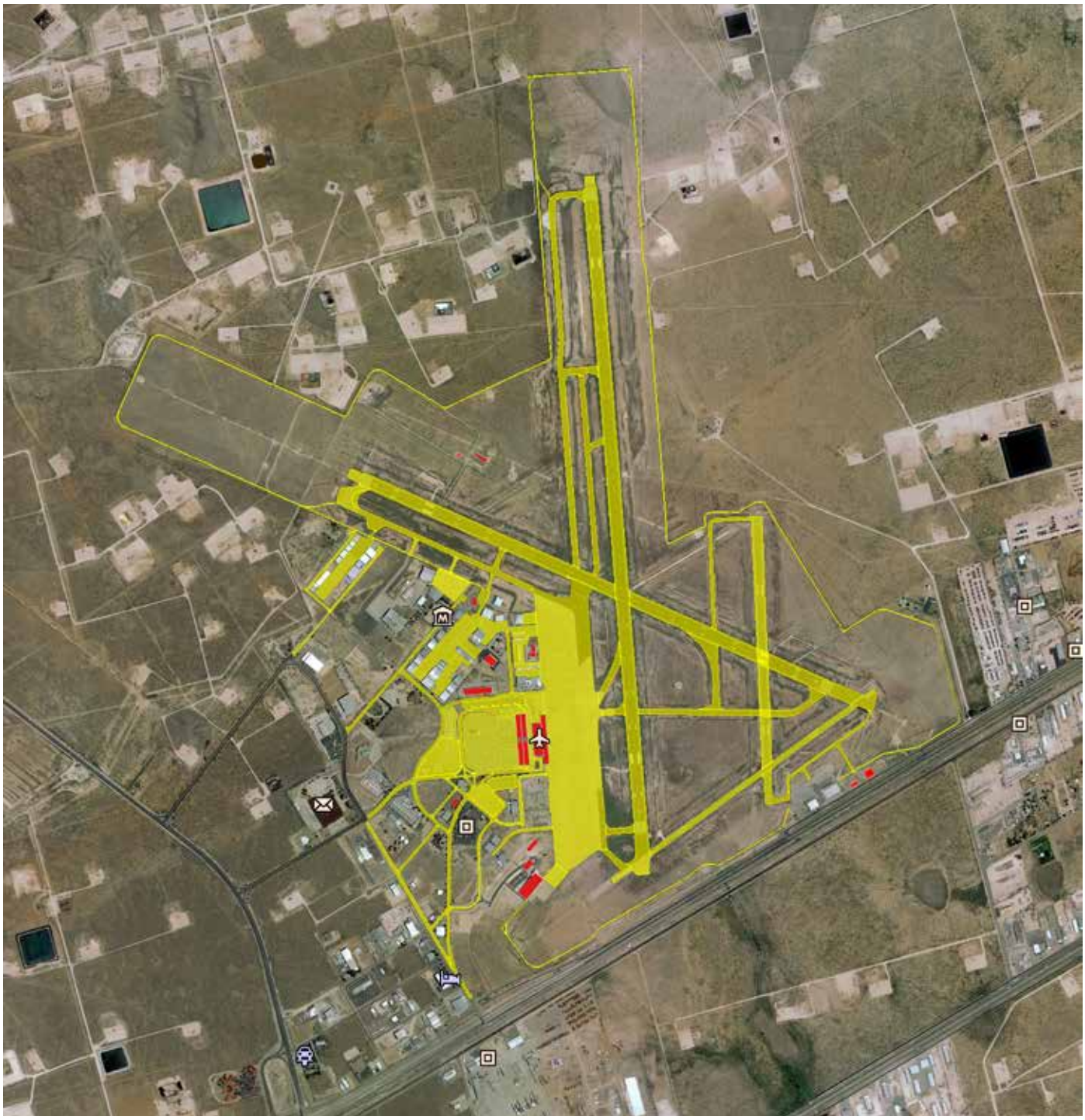
a. New Approach and Departure Reference Code (APRC and DPRC) designations replace Runway Reference Code (RRC).
b. Expanded Taxiway Fillet information, including a new Appendix 8, Taxiway Fillet Design, discussing description, dimensions and transitions.
c. Adjusted TDG limits, with associated changes to fillet dimensions.
d. Moved Figure 4-1 to Chapter 1 where it is first referenced.
e. Combined Tables 3-4 and 3-5 to form Standards for Instrument Approach Procedures.
f. This Change contains minor editorial corrections.
g. This Change incorporates a Record of Changes at the end of the consolidated AC. We will log all substantive revisions made in this and subsequent Changes in this Record.
h. This Change also incorporates revisions described in the Errata Sheets for both the original release and the Change release.

Michael J. O'Donnell
Director of Airport Safety and Standards



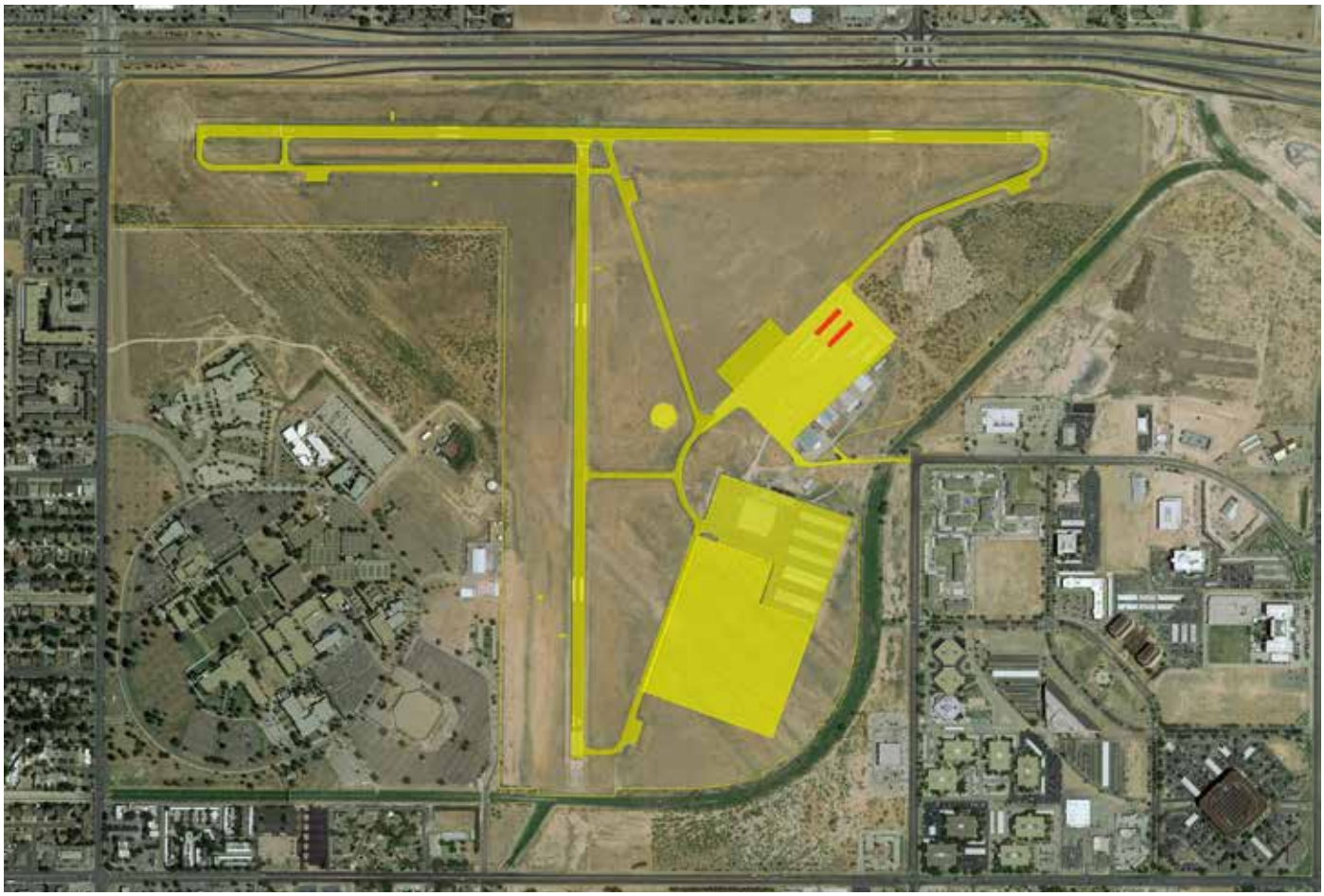
I am so grateful for Parkhill's long-term relationship with the Midland International Air & Space Port. Thank you, Midland, for allowing us to be a part of your successful team all of these years. Together with the City of Midland and Airport Staff, I believe we have developed the finest airport facility in a market our size across the country. We do not take that responsibility lightly. You have our continued commitment to provide whatever resources necessary from across the firm to support Danny and his team in serving you and the Midland community.

Jay Edwards, PE, CEO, Parkhill



PARKHILL MAF PROJECTS

- Buildings Construction/Demolition
- Airside and Landside Pavement Projects



PARKHILL MDD PROJECTS

- Building Construction
- Airside and Landside Pavement/Planning Projects

Section 02 - CIP Projects Understanding

What makes Parkhill the most qualified firm for your five-year CIP is our understanding and in-depth knowledge of each project that is proposed for your CIP. As Parkhill has done over the past 35 years, we assist MAF in preparing project data that MAF submits to FAA on their CIP each year. We understand what information FAA needs to know in order to enter MAF's CIP into the FAA's system and to position MAF to obtain funding from AIP, PFC and Discretionary. Parkhill will assist MAF in preparing the data for the proposed CIP for submission to FAA each year. This would include developing opinion of probable cost, project justifications, project objectives and proposed funding year.

Parkhill has provided professional services on similar projects at MAF just like the projects on your CIP. This will allow Parkhill to utilize our past knowledge of MAF, FAA and the project process to obtain funding from FAA or PFC, and prepare design documents for constructing the improvements.

The following improvements have been identified for Midland International Air & Space Port and Midland Airpark in order to provide for the ongoing utility and function as well as the enhancement of commercial, air cargo, and general aviation air transportation in the Midland area. Our understanding of the issues and approach are included with each item. This understanding documents our capability to perform all aspects of these projects with "no lost motion".

1. RECONSTRUCT TAXIWAY E, WEST OF TAXIWAY A

In 1992, Parkhill designed the improvements to Taxiway E from Taxiway A to the Executive Apron. These improvements included the removal of the upper 2" of asphalt surface, placement of a rubberized stress absorbing member interlayer (SAMI) and placement of a new 2" asphalt surface. In 2000, this section of Taxiway E was sealed with a coal-tar sealer along with the sealing of the cracks in the asphalt surface. In 2013, as part of an airfield wide rehabilitation project, this section of Taxiway E was again sealed with a coal-tar sealant along with crack sealing to extend the life of the pavement.

With the age of this section of pavement being nearly 29 years old since the asphalt surface was replaced, this project would include the reconstruction of Taxiway E from Taxiway A to the Executive Apron. In recent projects, the Executive Apron and Taxiway T that also serves the Executive Apron were reconstructed. Taxiway E is the remaining taxiway to this area that has not been reconstructed. This project is AIP Eligible for funding.



MAF RECONSTRUCT TAXIWAY U AND APRON

As part of the preliminary engineering report phase, Parkhill will discuss with the airport staff if changes to the limits of the pavement need to be made to eliminate the old aircraft parking area on the north side of the taxiway. This pavement was originally used by pilots to park their aircraft and enter what use to be the Flight Service Station to file their flight plans. Since this facility is no longer used for those purposes, this can be evaluated to see if pilots of small aircraft currently use this area for run-up operations and if the need exists to keep this area paved.

2. RECONSTRUCT ASPHALT AIR CARRIER APRON PAVEMENT WITH CONCRETE PAVEMENT

In 1999 when the current Terminal Building was constructed to the west side of the old Terminal Building, new apron was constructed in the location where the old Terminal Building was demolished. This new apron was needed to serve the new air carrier boarding gates at the new Terminal Building. An area located immediately adjacent to the north side of the new Terminal Building had been roadway access to the airside of the old Terminal Building. At the time of the opening of the new Terminal Building, this area to the north was not needed to provide access to Gate 1 (the north most boarding gate) by the larger air carrier jet aircraft. This area was expected to be used by smaller regional turbo-prop aircraft as needed and ground loaded from the north ground load gate area. The frequency of use of the area by the air carriers at that time was expected to be low.



MAF AIR CARRIER CONCRETE APRON EXPANSION

Based on discussions between Parkhill, MAF staff and FAA at the time of the design of the new Terminal Building, it was determined that this portion of the apron would be constructed of asphalt surface pavement rather than the more expensive concrete pavement. Again, at the time it was expected this would be used infrequently by smaller regional turbo-prop aircraft.

In 2003, Parkhill designed the improvement project that reconstructed the west half of the north general aviation apron. Most of this north apron pavement was from the original WWII construction. As part of this 2003 project, a small section of the asphalt apron was reconstructed with new concrete pavement to support corporate, general aviation aircraft. This still left the southern portion of the asphalt surface pavement in place between the new Terminal Building and the north general aviation apron.

Since the original construction of the new Terminal Building in 1999, the type of aircraft used by the air carriers has changed and the use of turbo-prop aircraft by the air carriers have virtually been eliminated at MAF. As the number or passenger enplanements have risen to near record level, the use of the north ground load area for passengers onto air carrier aircraft has increased. This asphalt apron is now being used by the larger air carrier aircraft and on a scheduled basis. This has created the need to convert this last remaining section of apron serving the Terminal Building to concrete pavement to support the aircraft that is boarding passengers at this ground load gate.

This project will be a full depth reconstruction of the section of apron that is currently asphalt surface pavement. The pavement will be designed to support the larger air carrier aircraft (same as the main Terminal Building Apron). Beneath the existing asphalt apron is remnants of the WWII concrete pavement. This old concrete pavement will be removed to eliminate the potential for trapping sub-surface water below the new concrete apron pavement. The pavement section will be evaluated based on testing of the existing sub-grade soils, but it will most likely be the same 14" reinforced concrete pavement as constructed for the main Terminal Building Apron. Pavement marking will be included in the project to provide the needed aircraft safety envelope and to provide where needed a designated walkway path for passengers that ground load the aircraft.

3. AIRFIELD SNOW REMOVAL VEHICLES AND EQUIPMENT ACQUISITION

Parkhill assisted MAF in the acquisition of their existing Airfield Snow Removal Vehicles in 2008-2009. These vehicles are Unimog brand manufactured by Mercedes-Benz and included removable attachments for both winter operations and summer operations. These existing vehicles and equipment are not only beyond their useful life, but any major service is not provided by facilities located in the United States.

This project will acquire replacement vehicles with similar capabilities of allowing multi-use for winter and summer operations. It is expected that the acquisition will be for two vehicles capable of operating most if not all the equipment attachments. Having two vehicles will allow the airport to always have one vehicle in service if the second one is down for repairs or maintenance. This acquisition for snow removal vehicles and equipment is AIP Eligible for funding.

The equipment attachments anticipated would be snowplows, snow sweepers, pavement debris sweeper and a distributer system. The distributer equipment/ attachment would be to allow the airport to apply de-icing agent to the airfield pavements. Parkhill along with the airport staff, will research and develop the specifications for the new vehicles and the equipment attachments that meet the needs of MAF. A key part of the specifications will be the requirement that a regional facility near MAF is available to provide parts, service the vehicles and send technicians to MAF for repairs as necessary.



MAF ARFF VEHICLES ACQUISITION

Parkhill and MAF staff have worked together on previous vehicle/equipment acquisition projects, such as the ARFF Vehicles, airfield friction testing vehicle and the existing snow removal vehicles. Parkhill will prepare the bid documents for the acquisition and assist the airport staff in reviewing the proposals submitted to the specifications.

4. ENGINEERING EVALUATION OF ASPHALT PAVEMENT ON THE AIR CARRIER RUNWAYS AND TAXIWAYS

A considerable portion of the existing air carrier runways exist in the locations where the WWII pavements were located. As the airport continued to see larger, heavier aircraft, these pavements were extended, and the existing pavements were strengthened by adding layers of stabilized base with increased thickness of asphalt base and surfacing. Over the past 35 years, these pavements have been maintained by the airport staff regularly along with scheduled AIP rehabilitation projects.

Parkhill has been involved in the evaluation and monitoring of the condition of the air carrier pavements with the airport staff


MAF RUNWAY 16R/34L REHABILITATION – EXAMPLE OF PAVEMENT CRACKS FOR EVALUATION OF ASPHALT PAVEMENT SECTION CONDITION

over the past 35 years. We have designed AIP rehabilitation projects to restore the surface of the pavements to new and add 7-10 years of life to the pavement surfaces. It is time for another scheduled AIP rehabilitation project on these air carrier pavements.

Although the pavements exhibit the typical condition for a similar rehabilitation method as performed in the past, with the age and history of the pavements, Parkhill recommends that it would be beneficial to perform testing to determine not only the condition of the upper surface, but to evaluate the condition of the sub-layers that in many places date back to WWII when they were first constructed. This testing would include borings to sample the materials and perform laboratory tests to determine their condition and properties. The testing would also include non-destructive testing such as Falling Weight Deflectometer (FWD) testing. This type of testing helps to estimate the pavement structural capacity and help to determine if the pavement is being overloaded. This evaluation and testing is AIP eligible for funding.

As part of this pavement evaluation, Parkhill will also use the data from the testing to update the airfield pavement Airfield Classification Number-Pavement Classification Number (ACN-PCN). This information is used to report the airfield pavement strength that is used by pilots to determine if their aircraft, based on their weight and landing gear configuration, is capable of landing on the airport's runways and use their taxiways/aprons. In 2017, Parkhill utilized historical data on the pavements along with information from the airport staff on aircraft types and operations, to develop a PCN for the airfield pavements. With the testing of the actual material within the pavement section, Parkhill will be able to develop a PCN based on material property values through actual testing.

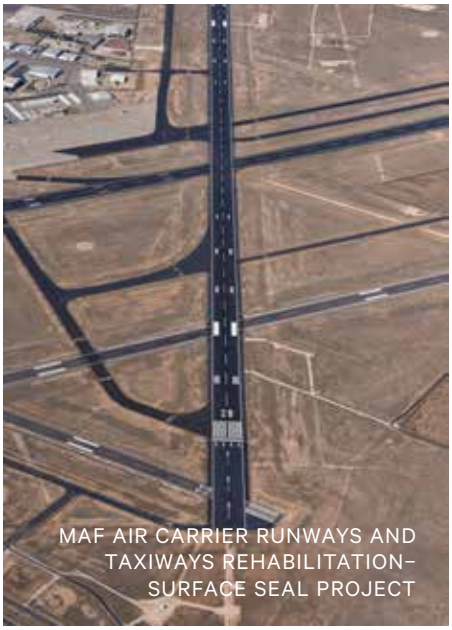
5. REHABILITATE RUNWAY 16R/34L, RUNWAY 10/28 AND AIR CARRIER TAXIWAYS ASPHALT PAVEMENT

The Air Carrier Runways and Taxiways have had a combination of rehabilitation projects ranging from the application of surface sealant to the removal and replacement of the upper 2.5" of asphalt surfacing. In 2008 and 2009, Runway 16R/34L and Runway 10/28 were rehabilitated by milling off the upper 2.5" of asphalt surface, sealing cracks in the exposed asphalt surface, placement of a rubberized stress absorbing membrane interlayer (SAMI) and a new 2.5" asphalt surface. The Air Carrier Taxiways were similarly rehabilitated in 2011. In 2017, the surface of all the Air Carrier pavements were rehabilitated with the application of P-608 surface sealant to reduce the rate of oxidation of the asphalt surface, along with crack sealant to extend the life of the pavements..

The Air Carrier Runways asphalt surfaces are reaching 12-13 years in age. The FAA AIP Handbook lists the minimum useful life of pavement rehabilitation (the mill and replace surfacing method) is 10 years. All of the existing Air Carrier asphalt pavements have reached the minimum useful life and with the current CIP schedule for beginning the process of rehabilitating the Air Carrier pavements in 2024, these pavements will be at least 15 years in age since the last major rehabilitation project. The rehabilitation of the Air Carrier Runways and Taxiways are AIP eligible for funding.

Due to the age of the pavements, the asphalt surface is exhibiting cracks and spalling in the joint areas between adjacent mats of asphalt surfacing. As these cracks continue to widen, the ability to repair the cracks with sealant will diminish. Based on Parkhill's history with the prior rehabilitation projects of the Air Carrier pavements, we anticipate that the testing performed as part of the evaluation of the asphalt pavement on the Air Carrier Runways and Taxiways will indicate that a rehabilitation method similar to prior projects using the mill and fill method will be the best solution for rehabilitation.

However, Parkhill will evaluate other options for rehabilitation along with cost estimates to determine the most feasible and best long term solution to the pavements. The goal is to continue to extend the life of the Air Carrier asphalt pavements beyond the minimum life established by FAA. We will review these options with the airport staff and with FAA.



MAF AIR CARRIER RUNWAYS AND TAXIWAYS REHABILITATION– SURFACE SEAL PROJECT

6. FACILITY ASSESSMENT AND REHABILITATION OF PRIOR COMMEMORATIVE AIR FORCE (CAF) MUSEUM BUILDING FOR USE AS A HANGAR OR HANGAR WITH OFFICE SPACE

MAF recently acquired control over the existing hangar that was used by the Commemorative Air Force (CAF). This hangar was used as part of the museum and administrative offices of the CAF. Currently, Parkhill is assisting the airport in preparing a Request for Proposal from Fixed Base Operators to develop the area formerly occupied by the CAF. Depending upon those proposals, the Airport may determine to retain the museum and administrative offices and rehabilitate these for use as a hangar or a hangar with office space. The facility needs repairs and/or modifications in order to be marketed by the Airport for leasing by a tenant.



MAF CAF MUSEUM BUILDINGS DEMOLITION – ASBESTOS SURVEY

Parkhill has previously had an asbestos survey performed on the facility to identify those areas and materials which would need to be abated as part of the rehabilitation of the facilities. Example of materials that would need to be abated include mastic glue on floor tiles, piping insulation, wall coatings and roof sealant around flashing and penetrations.

At the time the asbestos survey was performed, it was anticipated that this facility would be demolished. If it is determined to keep the facility and rehabilitate it for use as a Hangar, Parkhill recommends that a facility assessment be performed to determine the condition of the building. This assessment would include the mechanical systems (ex. HVAC, Electrical, Plumbing), the structural components (ex. Roof, Hangar Doors) and interior finishes. With our in-house architectural, structural, mechanical and electrical professional staff, we will be able to perform the assessment with little to no use of sub-consultants.

As a part of the facility assessment, Parkhill will review the current accessibility requirements both internal of the facility as well as the outside access. This would most likely include reviewing the parking lot and sidewalks that would serve this facility. Included in the facility assessment, Parkhill will develop a rehabilitation plan with cost estimates. We would anticipate including in the assessment an improvement scope such that the Airport can determine which improvements they want to fund and those improvements they would leave to a tenant to construct to fit their specific use of the facility.

Parkhill has previously provided facility assessments for MAF and can provide the necessary expertise to assess all the elements of the prior CAF museum facility. Two of these previous assessments that Parkhill performed include the now removed east hangar and the remodel of the current Terminal Building. Parkhill provided a structural assessment of the east hangar and determined that the roof and wood truss structure had deteriorated to a point that it could create a hazard to occupants. MAF subsequently removed the occupants from the hangar and later had the hangar demolished.

7. AIRSIDE/LANDSIDE IMPROVEMENTS AT THE PREVIOUS CAF SITE

Recently, the land and some of the buildings that were leased to the Commemorative Air Force (CAF) have been returned to the airport control. There is potential to use this land as a location for a second Fixed Base Operator (FBO) on the airport or as a location to construct hangars by individuals or the airport. There is currently taxiway access to a portion of this area. However, the taxiway was originally improved by the CAF years ago and the condition is such it will require reconstruction to be a long-term taxiway for more frequent use by aircraft.

The airport also owns the land west of the CAF site that could be utilized as additional area for hangar development. This would increase the space a potential FBO could use to construct their own hangars. In order to access this additional area, the existing taxiway would require extension.



MAF AIRSIDE/LANDSIDE IMPROVEMENTS AT THE PREVIOUS CAF SITE – CONCEPT LAYOUT

Currently, Parkhill is assisting the airport in preparing a Request for Proposal from Fixed Base Operators to develop this area formerly occupied by the CAF. Depending upon those proposals, the Airport may determine that the construction of improvements such as taxilanes, aprons vehicle roadways, water/sewer utilities, signage, etc. needs to be performed by the airport. If the development of this does become improvements to be provided by the airport, Parkhill will be able to provide all the design services required for this development with our in-house staff. Parkhill has provided this exact same site development that involved both airside and landside improvements at the West Executive Hangar area and in the Spaceport Business Park.

During the Preliminary Engineering Report Phase, Parkhill would develop concept layouts for how the old CAF area can be developed. We would look at the type/size of hangars, whether this would need to include an FBO terminal/office facility and how the public would access this new development. Improvements anticipated would include:

- reconstruction of the existing Taxiway V
- potential extension of Taxiway V to the west
- construction of new taxilane pavement
- new security fencing
- access controlled vehicle gates
- addition of security cameras to the existing airport security system
- roadway access and extension of water/sewer utilities to the site

In addition, the existing petroleum pipelines that cross this site may require lowering. Under a previous project, Parkhill worked with the pipeline owners to lower a section of the pipeline to the north of the old CAF site. These pipelines are shallow in depth below the existing surface and would not safely support aircraft traffic. Parkhill would again work with the pipeline companies to develop a plan for lowering or re-routing of the pipelines. We will work to maximize the area available for surface construction with the costs associated with the lowering or re-routing of the pipelines.

Another element to the development of the CAF site is the public or vehicle access to the existing Bush Commemorative Center Hangar located on the northeast end of the site, near Taxiway A. This hangar was used by the CAF but is now controlled by the airport. It is anticipated that this facility will become the Terminal and main hangar for the new FBO. To provide vehicle access as well as parking to the Bush Commemorative Center Hangar, a new public access route will need to be developed within the overall site development plan. As part of the Preliminary Engineering Report, Parkhill will develop alternatives for public access and security control to this hangar. We will prepare layouts of various ways to develop this site for T-Hangars to large Corporate hangars.

8. REHABILITATE RUNWAY 7/25, RUNWAY 16/34 AND TAXIWAYS AT MIDLAND AIRPARK

In 1990, Parkhill designed the improvements at Midland Airpark to reconstruct the runways and taxiways. In 2003, the aircraft ramp and hangar taxiways were reconstructed, along with an expansion of the aircraft ramp on the west side of the current terminal building. As part of this 2003 project, a coal-tar sealer/rejuvenator was applied to the pavement to extend the life of the pavement. In 2014, Parkhill designed an improvement project that sealed the cracks in the asphalt pavement and applied a coal-tar sealer to all of the asphalt pavement surfaces.



MIDLAND AIRPARK LIGHTING, RUNWAY, TAXIWAY AND APRON IMPROVEMENTS

TxDOT Aviation staff performed a recent site survey and evaluation of the condition of the Runway and Taxiway pavements. Overall, they noted surface cracking (primarily at the joints of the asphalt mats) in almost all the pavement surfaces. They identified an area on Runway 7/25 that appears to have begun to show signs of sub-surface failure. They also rated Taxiway B as poor based on their observations.

Parkhill would recommend that this project at Midland Airpark include extensive testing of the existing pavement on the runways and taxiways. With the age of the airfield pavement since reconstruction being well over 30 years, a rehabilitation project that would include combinations of in-place reconstruction, mill and overlay and crack seal with a surface sealant would be expected. The testing will allow determination of the severity of the cracks visible at the surface (do they penetrate down to and through the granular base) and allow the determination if the pavement for the long term should be reconstructed. Parkhill will also develop as part of the preliminary engineering report phase alternatives to extend the life of the pavement without the extensive reconstruction of the pavement sections.

If funding or other factors dictate that a short term rehabilitation project to extend the life of the pavements is the preferred solution, Parkhill has extensive experience with evaluating general aviation asphalt pavements and alternative methods to rehabilitate the pavement to extend the life as long as possible before reconstruction is required. We understand how both financial and other priorities may dictate the level of improvements that can be constructed under a project. As part of this project, if short term improvements are determined to be the scope of work, we will also prepare costs and a recommended schedule for long term improvements to the pavements for planning purposes.

OTHER PROJECTS AS MAY BE FUNDED BY FAA, PFC AND/OR TXDOT AVIATION

Parkhill has a strong knowledge and understanding of the FAA AIP, PFC and TxDOT Aviation funding process. We have assisted MAF with the preparation of Grant Applications, PFC Applications and Requests for Reimbursements for over 35 years. We believe we have a strong working relationship that has helped the airport and the city to obtain the necessary funding for projects, as well as compete and receive discretionary funding. We believe this knowledge shared between Parkhill and the airport staff is invaluable to successful projects. We would continue to work closely with the airport staff in project developments, meeting with FAA/TxDOT staff and responding immediately with support to the airport staff on all projects or development issues that may arise.

EXPERIENCE AND QUALIFICATIONS AS RELATED TO YOUR PROJECTS

Parkhill's qualifications for the projects proposed under your CIP are known first hand by City of Midland and Airport personnel. Additionally, Parkhill's experience for this assignment is established throughout this proposal as well as through your first hand experience with our firm on previous projects. The following matrix further illustrates Parkhill's experience in relation to the projects that are proposed under this CIP.

MAF/MDD 2021 RFQ CIP PROJECT EXPERIENCE MATRIX									
PROJECT NAME	RECONSTRUCT TAXIWAY E, WEST OF TAXIWAY A	RECONSTRUCT ASPHALT AIR CARRIER APRON PAVEMENT WITH CONCRETE PAVEMENT	AIRFIELD SNOW REMOVAL VEHICLES AND EQUIPMENT ACQUISITION	ENGINEERING EVALUATION OF ASPHALT PAVEMENT ON THE AIR CARRIER RUNWAYS AND TAXIWAYS	REHABILITATE RUNWAY 16R/34L, RUNWAY 10/28 AND AIR CARRIER TAXIWAYS ASPHALT PAVEMENT	FACILITY ASSESSMENT AND REHABILITATION OF PRIOR COMMEMORATIVE AIR FORCE (CAF) MUSEUM BUILDING FOR USE AS A HANGAR OR HANGAR WITH OFFICE SPACE	AIRSIDE AND LANDSIDE IMPROVEMENTS AT THE PREVIOUS CAF SITE - RECONSTRUCT/REHABILITATION OF EXISTING TAXIWAY V, NEW TAXILANES, NEW APRONS, NEW ROADWAYS AND UTILITIES	REHABILITATE RUNWAY 7/25, RUNWAY 16/34 AND TAXIWAYS AT MIDLAND AIRPARK	OTHER ITEMS AS MAY BE FUNDED BY FAA, PFC, CITY/AIRPORT OR TXDOT AVIATION
Big Spring McMahon-Wrinkle Airpark Reconstruct Runway 17/35	✓	✓		✓					✓
Big Spring McMahon-Wrinkle Airpark Hangar Improvements						✓	✓		✓
Cleburne Regional Airport Relocate Taxiway D, Reh Runway 15/33 & Rehab Taxiway A	✓	✓		✓	✓		✓	✓	✓
El Paso International Airport Taxiway A	✓	✓							
Lubbock Preston Smith International Airport Runway 8/26 Extension	✓	✓		✓					✓
Lubbock Preston Smith International Airport Runway 17R/35L	✓	✓		✓					✓
Lubbock Preston Smith International Airport Entrance Road Reconstruction							✓		✓
Midland Airpark Lighting, Runway, Taxiway and Apron Improvements	✓			✓	✓		✓	✓	✓
Midland Airpark T-Hangar						✓			✓
Midland Airpark Hangar Development							✓		✓
Midland International Air & Space Port East GA Hangar Assessment						✓			✓
Midland International Air & Space Port Terminal Building Rehab Assessment						✓			✓
Midland International Air & Space Port Multi-Facility Rehabilitation						✓			✓
Midland International Air & Space Port Snow Removal & Airfield Pavement Sweeper Vehicles			✓						✓
Midland International Air & Space Port ARFF Vehicle Acquisition			✓						✓
Midland International Air & Space Port Runway 10/28 Rehabilitation				✓	✓		✓	✓	✓
Midland International Air & Space Port Runway 16R/34L Rehabilitation				✓	✓		✓	✓	✓
Midland International Air & Space Port Taxiways Rehabilitation				✓	✓		✓	✓	✓
Midland International Air & Space Port NW Taxilane Extension Phases 1 and 2	✓	✓					✓		✓
Midland International Air & Space Port Pavement Sections and Condition Inspections				✓					✓
Midland International Air & Space Port Executive Apron Reconstruction Phases 1 & 2	✓	✓		✓	✓			✓	✓
Midland International Air & Space Port Runway Incursion Mitigation	✓								✓
Midland International Air & Space Port Construct Taxiway U	✓			✓					✓
Midland International Air & Space Port Rehabilitate Apron by CAF	✓			✓	✓		✓	✓	✓
Midland International Air & Space Port Terminal Vehicle Parking Expansion							✓		✓
Midland International Air & Space Port Concrete Apron Rehabilitation		✓							✓
Midland International Air & Space Port Security Checkpoint Expansion						✓			✓
Muleshoe Municipal Airport Airfield Pavement Rehabilitation				✓	✓			✓	✓

Section 03 - Response to the SOQ Evaluation Criteria

Parkhill is an incorporated consulting engineering and architectural firm that has a long history of service in Texas. Parkhill has 75 years of experience in the planning, design and construction of both air carrier and general aviation facility improvement projects throughout Texas, including many previous projects at both Midland International Air & Space Port and Midland Airpark.

As you already know, Parkhill has been engaged in a continuous engineering practice in Texas for 75 years. Today, Parkhill has 14 offices located in Texas, New Mexico and Oklahoma, and we maintain a total staff of more than 450 professional, technical and support personnel. Parkhill is currently ranked #249 in the Top 500 Design Firms in the United States according to the Engineering News Record's April 2020 ranking. As the firm grew and eventually became one of the larger engineering firms in the nation,



we felt it was necessary to develop areas of specialization with the firm. **Parkhill's Aviation Division has over 200 years of combined aviation design experience.**

Parkhill's Midland staff includes 36 professional, technical and support personnel that are dedicated to the success of Midland International Air & Space Port and the City of Midland.

CONSULTANT HISTORY AND RELATED PROJECT EXPERIENCE, AIP, PFC AND TXDOT

The Parkhill vision is to **"transform community by facilitating an extraordinary, enlightening client experience that results in making visions reality."** Our vision is to help you positively impact the Midland International Air & Space Port (MAF) and ultimately the Midland community. When selected, our commitment is to work shoulder to shoulder with you in whatever way necessary and to help MAF and MDD achieve successful projects.

Parkhill has been in business since 1945, and has provided services to airport clients since it was formed 75 years ago. Parkhill provided aviation services to MAF and MDD since 1961. We know your airport, we know airport engineering and we can help assist you in all aspects of your upcoming projects. We take great pride in helping to **BUILD COMMUNITY** by providing multi-discipline engineering and architectural services through the firm's 14 offices, and specifically through our office here in Midland. Parkhill brings the following "full-service, in-house" professional qualifications to your projects:

- Civil engineering expertise
- Architectural design expertise
- Structural engineering expertise
- Electrical/mechanical engineering expertise
- Interior design expertise
- Landscape architecture expertise
- Cost-estimating capabilities
- Construction inspection and administration services
- Surveying services

We have been able to develop a staff over the years with considerable experience and expertise in aviation planning and design. Our continual involvement in the planning and design of airport facilities has required us to maintain a staff of increasing experience and technological competence and to develop an excellent working relationship with the Federal Aviation Administration (FAA) that is second to none. Parkhill has provided engineering services for airport improvement projects with construction cost totaling over $150 million over the past five years.

AIP EXPERIENCE

Parkhill is proud to have been able to contribute to the success MAF has experienced with acquiring AIP funding grants and discretionary funding over the past 35 years. Parkhill has developed strong relationships with the FAA SW Region Program Manager. We understand the many monthly and quarterly financial & progress reports that FAA requires on AIP projects. This includes monthly Grant Request for Reimbursements, Grant Performance Reports and Weekly Construction Progress Reports that Parkhill prepares and submits to FAA and MAF. We have been providing these reports for MAF on all the projects which use AIP funds.

We also assist the airport staff in the preparation of AIP Grant Applications. Parkhill has helped MAF obtain well over $150M in AIP Funds in the past 35 years. Our working closely with the Director of



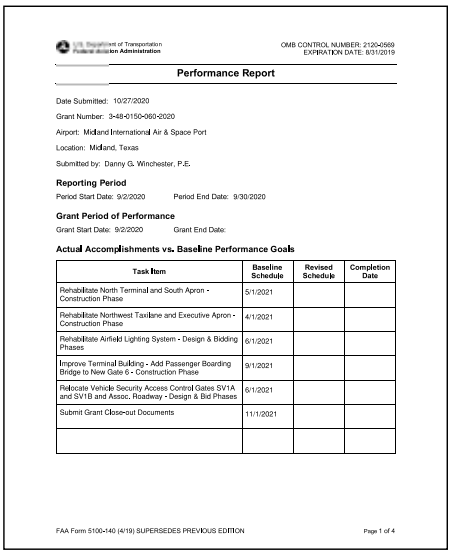
OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

City of Midland, Texas
Department of Airports

Justine Ruff
Director of Airports

Parkhill, Smith & Cooper, Inc.
Danny Winchester - Principal

Airports at MAF and direct communication with the FAA SW Region Program Manager with a detailed project scope and opinion of probable cost, has enabled MAF to quickly get approval on their Grant



U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Performance Report

Date Submitted: 10/27/2020
Grant Number: 3-48-0150-060-2020
Airport: Midland International Air & Space Port
Location: Midland, Texas
Submitted by: Danny G. Winchester, P.E.

Reporting Period
Period Start Date: 9/2/2020 Period End Date: 9/30/2020

Grant Period of Performance
Grant Start Date: 9/2/2020 Grant End Date:

Actual Accomplishments vs. Baseline Performance Goals

Task Item	Baseline Schedule	Revised Schedule	Completion Date
Rehabilitate North Terminal and South Apron - Construction Phase	5/1/2021		
Rehabilitate Northwest Taxilane and Executive Apron - Construction Phase	4/1/2021		
Rehabilitate Airfield Lighting System - Design & Bidding Phases	6/1/2021		
Improve Terminal Building - Add Passenger Boarding Bridge to New Gate 6 - Construction Phase	9/1/2021		
Relocate Vehicle Security Access Control Gates SV1A and SV1B and Assoc. Roadway - Design & Bid Phases	6/1/2021		
Submit Grant Close-out Documents	11/1/2021		

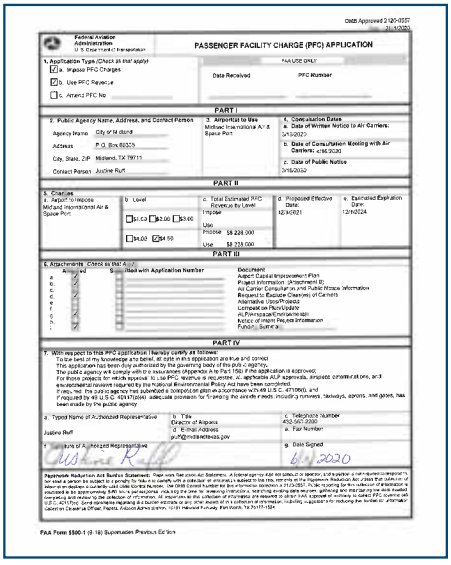
FAA Form 5100-140 (4/19) SUPERSEDES PREVIOUS EDITION

Page 1 of 4

Applications each year. Parkhill tracks the AIP project costs to help ensure the overall project costs, including Airport costs, are documented and within the AIP Grant budget.

PFC EXPERIENCE

Parkhill teamed with the City of Midland and was one of the first to successfully prepare and have approval of a Passenger Facility Charge (PFC) application to the FAA. Parkhill gained knowledge of the federal rules and regulations through this process that are associated with the implementation and use of PFC fees and the resulting improvement projects. Parkhill has continued to maintain this knowledge and has prepared nine PFC applications for Midland International Air & Space Port amounting to more than $62M in project funding. Attending FAA PFC workshops and monitoring the FAA PFC Program has allowed us to stay abreast of the current federal rules and regulations for PFC fees and projects.



Federal Aviation Administration
U.S. Department of Transportation

PASSENGER FACILITY CHARGE (PFC) APPLICATION

FAA USE ONLY
Date Received
PFC Number

PART I

2. Public Agency Name, Address, and Contact Person
Agency Name: City of Midland
Address: P.O. Box 60305
City, State, ZIP: Midland, TX 79711
Contact Person: Justine Ruff

3. Airport(s) to Use
Midland International Air & Space Port

4. Consultation Dates
a. Date of Written Notice to Air Carriers: 12/9/2020
b. Date of Consultation Meeting with Air Carriers: 12/16/2020
c. Date of Public Notice: 2/16/2020

PART II

5. Charges
a. Airport / Imposition Midland International Air & Space Port
b. Level
$1.00 $2.00 $3.00
$4.00 $4.50
c. Total Estimated PFC Revenue by Level
Impose: $8,228,000
Use: $8,228,000
d. Proposed Effective Date: 12/1/2021
e. Estimated Expiration Date: 12/1/2024

PART III

6. Attachments (Check as Applicable)
Attached / Submitted with Application Number
Document
Airport Capital Improvement Plan
Project Information (Attachment B)
Air Carrier Consultation and Public Notice Information
Request to Exclude Class(es) of Carriers
Alternative Uses/Projects
Competition Plan Update
ALP-Proposed/Contemplated
Notice of Intent Per Land Information
Furnish Surface Lo...

PART IV

7. With respect to this PFC application I hereby certify as follows:
To the best of my knowledge and belief, all data in this application are true and correct.
This application has been duly authorized by the governing body of this public agency.
The public agency will comply with the assurances (Appendix A to Part 158) if this application is approved.
For those projects for which assurance 10, Use PFC Revenue, is requested, all applicable ALP approvals, airspace consent at one, and environmental reviews required by the National Environmental Policy Act have been completed.
If required, the public agency has published a proposed PFC plan in accordance with 49 U.S.C. 47106(b), and if required by 49 U.S.C. 47106(a)(4), added public comments for reviewing the airline's needs, including comments, followups, and notes, has been made by the public agency.

a. Typed Name of Authorized Representative: Justine Ruff
b. Title: Director of Airports
c. Telephone Number: 432-561-2000
d. E-mail Address: jruff@midlandtexas.gov
e. Fax Number
f. Signature of Authorized Representative: Justine Ruff
g. Date Signed: 6/1/2020

Paperwork Reduction Act Burden Statement: Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information, and completing and reviewing the collection of information. All responses to this collection of information are required to obtain a benefit (49 U.S.C. 47106). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Manager, Standards Division, Office of Airport Planning and Programming, APP-500, 800 Independence Ave., SW, Washington, DC 20591.

FAA Form 5500-1 (6-18) Supersedes Previous Edition

EXPERIENCE WITH TXDOT

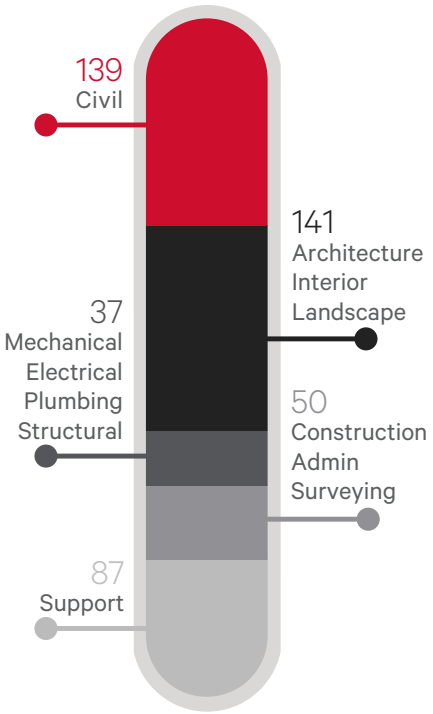
Parkhill has worked with the different governing agencies that provided funding to Midland Airpark since 1945. This has included the Texas Aeronautical Commission and the Texas Department of Transportation. Parkhill has an excellent working relationship with the staff at the TxDOT Aviation Division. We have gained tremendous additional insights into the TxDOT Aviation Project Program as well as personal relationships with key TxDOT staff for projects at MDD with the addition to our aviation staff of the past Director of Engineering for TxDOT Aviation.

Parkhill's airport experience has included the following services to our clients:

- Complete engineering services required by the Federal Aviation Administration (FAA) and the Texas Department of Transportation's Aviation Division (TxDOT) under the Airport Improvement Program (AIP) for general aviation and air carrier facilities
- Preparation of applications to the FAA and TxDOT for AIP grants for airport development
- Preparation of applications for imposing a Passenger Facility Charge (PFC) and for the use of PFC funds for airport improvement projects
- Master planning
- Environmental assessments and evaluations
- Parking Access and Revenue Control Systems (PARCS)
- Site selection
- Income/expense projections
- Runways and taxiways
- Aircraft parking aprons
- Airfield lighting, signs and navigational aids
- General aviation facilities
- Air cargo facilities
- Terminal facilities
- Fuel systems
- Automobile parking, including multilevel parking structures
- Access roads
- Drainage studies and facilities
- Storm water permit compliance
- Emergency perimeter roadways
- Storage and maintenance facilities
- Security fencing
- Airport utility systems
- Flight information and baggage information systems (FIDS/BIDS)
- Spaceport launch site operators license application
- Security systems (access control and video monitoring / recording)
- Spaceport Business Park master planning

STAFF RESOURCES, ARCHITECTURAL AND ENGINEERING

Parkhill maintains a staff of more than 450 professional, technical and support personnel. The chart shows the personnel of our firm illustrated by the in-house disciplines that our firm offers. We have 36 professionals and support personnel in our Midland office, with **16 having been involved in projects at MAF and MDD.** Parkhill offers you the continued support of the same personnel that have been successfully assisting Midland International Air & Space Port with the design and construction for 35 years.



TEAM MEMBERS, KEY PERSONNEL AND PROPOSED PROJECT MANAGEMENT

The City of Midland and Midland International Air & Space Port (MAF) personnel know the key personnel that we have selected for your currently proposed projects. Parkhill's key personnel are the same personnel who have been providing services to the city and MAF for successful completion of the MAF's Improvement Projects that Parkhill was selected for in 2016, as well as those projects completed in the past 35 years at MAF.

The Management Plan on the following page graphically depicts our staffing arrangement for your proposed projects. Brief resumes are provided to supplement your personal knowledge of the caliber, expertise and background of our key personnel.

As you know from first-hand experience, our personnel are well qualified to successfully deliver your projects. In fact, our personnel have provided services specifically for MAF that most other firms might not have been able to provide.

The City of Midland and MAF are familiar with Parkhill and our ability to make a commitment to and follow through with your projects. Parkhill is the largest architectural/engineering (A/E) firm in this region and we have sufficient depth of staff resources to commit as needed for any of the proposed projects at MAF or MDD. Parkhill's proposed Program Manager Danny Winchester is dedicating his full time to MAF's current projects. We intend to keep him committed full time to MAF/MDD and its projects.



3D PRINTING



RENDERING

WE INTEND TO KEEP DANNY WINCHESTER COMMITTED FULL TIME TO MAF/MDD AND ITS PROJECTS.

Midland International Air & Space Port

Danny Winchester, PE
Program Manager/Principal-in-Charge
TX PE 65060 (36)

Mark Haberer, PE, CM
Square 1 Quality Control
TX PE 94867 (21)

AIRSIDE/LANDSIDE TEAM

Danny Winchester, PE
Project Manager
TX PE 65060 (36)

Larry Bell, PE
Project Engineer
TX PE 80564 (31)

Larry Valdez, PE
Project Engineer
TX PE 65358 (44)

Sean Ellis, EIT
Civil Engineer Intern
TX EIT 62154 (3)

Ben Evans
RPR (39)

Shaun Tidwell, PE
Electrical Engineer
TX PE 106911 (16)

Michael Krusing, PE
Project Engineer
TX PE 111822 (13)

Ben Sanchez, PE
Civil Engineer
TX PE 87889 (24)

Nathan Morrow
RPR (5)

VERTICAL CONSTRUCTION TEAM

Bill Nooonan, AIA
Project Manager
TX AIA 14746 (30)

Les Burke, AIA
Project Architect
TX AIA 8548 (43)

Roland Holder, PE
Structural Engineer
TX PE 93654 (22)

Keven Willis, PE
Mechanical Engineer
TX PE 90355 (34)

Ty Sisco, ASLA
Landscape Architect
TX RLA 2270 (18)

Shane Danley, AIA
Project Architect
TX AIA 23571 (10)

Tony Rylander, PE
Electrical Engineer
TX PE 63401 (30)

Britni Wilkens, IIDA
Interior Designer
TX RID 10504 (15)

Dean Lackey, PE
Electrical/Controls
TX PE 115190 (20)

Surveying, Geotech & other services to be retained on a project-by-project basis.

(years of experience)



Danny Winchester, PE

Principal-in-Charge, Program Manager & Airside/Landside Project Manager

Danny Winchester, PE, is a Principal and a Team Leader for Parkhill's Aviation Sector. His 36 years at Parkhill have been spent in aviation design and project management. Danny's aviation design has been mostly with FAA Certificated Airports (Part 139). He has been involved in aviation projects at Midland International Airport since he came to work for Parkhill. He has developed a strong expertise in FAA funding processes for Airport Improvement Project funding and Passenger Facility Charge funding. This expertise has allowed Danny to assist the City of Midland in acquiring over $150 million of funding from FAA for Capital Improvement Projects at the Midland International Air & Space Port over the past 36 years. Danny assisted Midland International Air & Space Port in becoming the first Commercial Service Airport (Part 139) to receive an FAA Certified Space Launch Site Operator License. Danny has also served the engineering profession by serving in many roles at the local and state levels of the Texas Society of Professional Engineers. He has been recognized by the Texas Society of Professional Engineers as both the Young Engineer of the Year and Engineer of the Year for the Permian Basin Chapter. He also received the Distinguished Engineer Award from the Texas Engineering Foundation - 2004.

EDUCATION

Texas Tech University
Bachelor of Science

REGISTRATION

Licensed Professional Engineer
Texas, 65060

YEARS OF EXPERIENCE

36

RESPONSIBILITIES

Danny will serve as the Program Manager and Principal-in-Charge for the project. In this role, he will be responsible for confirming that the Parkhill project team is effectively meeting the expectations of MAF in terms of the quality of the work and the delivery of meaningful results within the schedule and budget established.

NOTABLE PROJECTS

Midland International Air & Space Port | *Project Manager, Program Manager*

- Rehab Entrance Road Pavement and Guidance Signage
- Airfield Lighting Cabling Replacement and Airfield Signage
- Emergency Roadway and Gates Rehabilitation
- Executive Apron Reconstruction
- Executive Apron Reconstruction Area B
- Flight Information System / Baggage Information System Upgrade
- Lighting and Signage Rehabilitation
- Northwest Roads and Parking
- Northwest Taxilane Extension
- Northwest Taxilane Extension - Phase 2
- NW Roads and Parking - Phase 2
- Multi-Facility Rehabilitation - Facility Assessment and Improvements
- Airfield Pavement Marking and Rehabilitation
- Runway 10/28 Rehabilitation
- Runway Incursion Mitigation - Runway 10
- Runway 16R/34L Rehabilitation
- Spaceport Launch Site License Application
- Taxiway P Aircraft Run-up
- Taxiway Systems Rehabilitation
- Terminal Building Rehabilitation
- Terminal Vehicle Parking Expansion
- CAF Museum Demolition and Asbestos Survey
- Terminal Building Improvements - Security Checkpoint Expansion
- Midland Airpark Hangar Development



Mark Haberer, PE, CM

Square One Quality Control

Mark Haberer, PE, CM, is a Principal, member of the Parkhill Board of Directors, and the Director of Aviation Services. His expertise involves program and project management, design, and construction administration for airport projects. His drive is for excellence, responsiveness and top notch client service. Mark is accustomed to serving clients in an advisory role and supporting them throughout the project. Past projects managed and designed by Mr. Haberer exceed $120M and have included security, utilities, drainage analysis, approach procedures, land planning, parking, apron rehabilitation, and runway/taxiway improvement projects involving coordination of multiple subconsultants and an FAA reimbursable agreement. Mark is also experienced with the FAA Advisory Circulars and he places significant emphasis on schedule and budget management by the Parkhill project team. As a Certified Member of AAAE, Mark understands the various aspects of airport management and is well positioned to help advise clients during all phases of airport development projects.

EDUCATION

Texas Tech University
Master of Business Administration

Texas Tech University
Bachelor of Science

REGISTRATION

Licensed Professional Engineer
Texas, 94867

AAAE Loretta Scott Academy
Certified Member

YEARS OF EXPERIENCE

21

RESPONSIBILITIES

Mark will serve as the Principal-In-Charge for the Quality Control for the projects at MAF. In this role, he will be responsible for confirming that Parkhill's Square 1 Quality Control program is implemented and that at each stage of the project the design is reviewed and checked by Parkhill's quality control personnel.

NOTABLE PROJECTS

Lubbock Preston Smith International Airport | *Project Manager, Program Manager*

- Entrance Road Improvements
- Terminal Parking
- Perimeter Security & Gates Improvements
- Airfield Drainage
- Runway 8-26 and Taxiway Improvements
- Airfield Asphalt Package 1 and 2
- Runway 17R-35L Perimeter Road Relocation
- Runway 17R-35L Design and Phase I Construction

Midland International Air & Space Port | *Project Manager*

- Masterplan for Space Port Business Park

El Paso International Airport | *Project Manager*

- Reconstruction of Runway 4-22 CM Services
- FBO Ramp Addition and Taxiway U & V Realignment
- Taxiway A Realignment and Taxiways D & F Reconstruction

Artesia Municipal Airport 2011 Contract | *Principal-in-Charge, Program Manager*

- Runway 12-30 Reconstruction
- Terminal Building Improvements



Bill Noonan, AIA, RAS

Vertical Construction Project Manager

Bill P. Noonan, AIA, RAS, is a Principal and Studio Leader of municipal and state projects in Parkhill's Community Sector. An expert in the areas of landside aviation, Bill has designed building additions and renovations to facilities ranging from international to municipal terminals, passenger boarding bridges, security/fire alarm systems, passenger waiting areas, TSA security areas, ARFF stations, HVAC systems/plants, and corporate and commercial hangars. He works closely with the FAA and TSA throughout the process of pre-design to project completion to verify and monitor compliance with security procedures and issues. Bill works closely with the civil engineers on the integration of the landside to the airside and associated issues with these connections. Bill believes in Building Community not only through design, but through services where he has served his local chapter of the American Institute of Architects as a Chapter Director to the Texas Society of Architects and has served on the TSA Elimination of Architectural Barriers Task Force, the Texas Department of Licensing and Regulations Accessibility Standards Task Force, and the City of Abilene International Building Code Review Committee.

EDUCATION

Texas Tech University
Bachelor of Architecture

REGISTRATION

Registered Architect
Texas, 14746

Registered Accessibility Specialist
Texas, 110

YEARS OF EXPERIENCE

31

RESPONSIBILITIES

Bill will lead the Vertical Construction team.

NOTABLE PROJECTS

Midland International Air & Space Port | *Project Architect*

- Rehab Entrance Road Pavement and Guidance Signage (accessibility requirements)
- Terminal Vehicle Parking Expansion (accessibility requirements)
- Terminal Building Rehabilitation (accessibility requirements)
- MAF Multi-Facility Rehab
- Private Hangar [Good Shed]

Lubbock Preston Smith International Airport 2005 and 2010 Contracts | *Project Architect, Manager*

- Security Improvements
- Boiler Replacement
- Passenger Loading Bridge Replacement
- Terminal Building HVAC
- Terminal Building Improvements
- TSA Check Point Passenger Exit (not constructed)
- Upgrade the FIDS

San Angelo Regional Airport Mathis Field Air Terminal Expansion | *Project Manager*
- Expansion of the Mathis Field Airport terminal building to include two new passenger boarding bridges.

Artesia Municipal Airport 2011 Contract | *Project Architect*

- Terminal Building Improvements

ADDITIONAL RESOURCES OF THE AIRSIDE/LANDSIDE TEAM



Larry Bell, PE

Project Engineer
31 years experience

BSCE, Texas Tech University
Licensed Professional Engineer, Texas

- MAF New Terminal Vehicle Parking Lots
- MAF Air Carrier Runways and Taxiways Rehabilitation
- MAF Construct Taxiway and Apron at CAF



Larry Valdez, PE

Project Engineer
45 years experience

BSCE, Texas Tech University
Licensed Professional Engineer, Texas

- MAF Rehab NW Taxilane and Exec. Apron
- MAF Runway 16L/34R Reconstruction
- Midland Airpark Hangar Study



Sean Ellis, EIT

Civil Engineer Intern
4 years experience

BSME, UT of the Permian Basin
Engineer-in-Training, Texas

- MDD New Hangar Development at Midland Airpark
- MAF New Terminal Vehicle Parking Lots
- MAF Airfield Pavement Marking



Shaun Tidwell, PE

Electrical Engineer
16 years experience

BSEE, University of Texas at El Paso
Licensed Professional Engineer, Texas

- El Paso International Airport HVAC Upgrades
- El Paso International Airport FBO Ramp Addition and Taxiway U & V Realignment



Michael Krusing, PE

Project Engineer
14 years experience

BSCE, Texas Tech University
Licensed Professional Engineer, Texas

- MDD New Hangar Development at Midland Airpark
- MAF Concrete Terminal Apron Rehabilitation
- El Paso International Airport FBO Ramp Addition and Taxiway U & V Realignment



Ben Sanchez, PE

Civil Engineer
25 years experience

BSCE, Texas Tech University
Licensed Professional Engineer, Texas

- MAF Relocate Gates SV1A & SV1B & Roadway
- MAF Cargo Road Reconstruction
- MAF New Terminal Vehicle Parking Lots



Ben Evans

RPR
40 years experience

- MAF New Terminal Vehicle Parking Lots
- MAF Air Carrier Runways and Taxiways Rehabilitation
- MAF Construct Taxiway and Apron at CAF



Nathan Morrow, NSPS CST

RPR
6 years experience

NSPS Certified Survey Technician

- MAF Concrete Terminal Apron Rehabilitation
- MAF Airfield Pavement Marking
- LBB Airfield-Wide Joint Seal

ADDITIONAL RESOURCES OF THE VERTICAL CONSTRUCTION TEAM



Les Burke, AIA

Project Architect
44 years experience

B Arch, Texas Tech University
Registered Architect, Texas

- MAF Security Checkpoint Expansion
- MAF Terminal Building Rehabilitation - Assessment Phase



Shane Danley, AIA

Project Architect
11 years experience

BS Arch, Texas Tech University
Registered Architect, Texas

- MAF Security Checkpoint Expansion
- MAF Terminal Building Outbound Baggage Conveyance System Replacement
- MAF Multi-Facility Rehab



Roland Holder, PE, SE

Structural Engineer
23 years experience

MS Eng & Tech Mgmt, OK State Univ
Licensed Professional Engineer, Texas

- MAF Security Checkpoint Expansion
- McCampbell-Porter Airport Hangar Foundation and Ramp Paving



Tony Rylander, PE

Electrical Engineer
30 years experience

BSEE, University of Texas
Licensed Professional Engineer, Texas

- MAF Relocate Gates SV1A & SV1B & Roadway
- MAF Cargo Road Reconstruction



Keven Willis, PE

Mechanical Engineer
35 years experience

BSME, Texas Tech University
Licensed Professional Engineer, Texas

- TTUHSC Midland Physician's Assistants Building
- Midland Memorial Hospital 3rd Floor MEP Study
- Midland County Courthouse 5th & 10th Floor Courtroom Renovations



Britni Wilkens, IIDA, LEED AP

Interior Designer
16 years experience

BID, Texas Tech University
Registered Interior Designer, Texas

- Midland County Courts & Administration Building (Heritage Building) Renovation
- MAF Private Hangar [Good Shed]



Ty Sisco, ASLA, LI

Landscape Architect
19 years experience

BLA, Texas Tech University
Registered Landscape Architect, Texas

- MAF New Terminal Vehicle Parking Lots
- MAF Hangar P Site Civil Design Services
- MAF Spaceport Business Park Infrastructure Design



Dean Lackey, PE

Electrical/Controls
21 years experience

BS MET, New Mexico State University
Licensed Professional Engineer, Texas

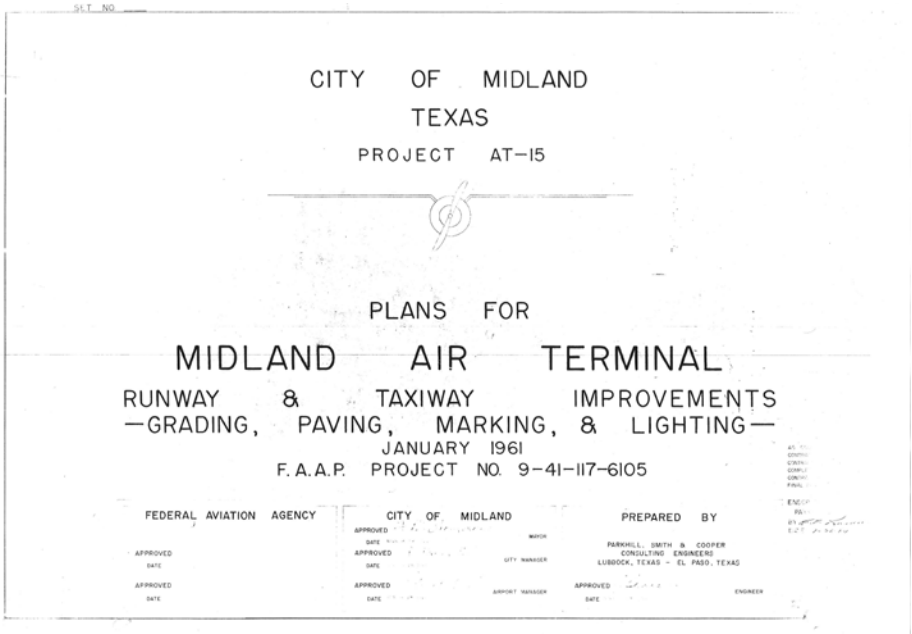
- MAF Access Control System and Cable Upgrade
- MAF Terminal Vehicle Parking Rehabilitation and Parking Equipment Replacement

FAMILIARITY WITH MIDLAND INTERNATIONAL AIR & SPACE PORT, THE CITY OF MIDLAND, AND PART 139 CERTIFICATED AIRPORTS

The personnel of Parkhill possess distinct professional qualifications for servicing the needs of the City of Midland and Airport officials for the proposed Midland International Air & Space Port Improvement projects as well as projects at Midland Airpark.

Parkhill has been a part of the development and implementation of improvement projects at the Midland International Air & Space Port since 1961. We have direct working knowledge of the development and direction of the Airport. We have provided planning and engineering services for the Airport as it has changed names from Midland Air Terminal, to Midland-Odessa Regional Airport, to Midland Regional Air Terminal, to Midland International Airport, and to the current Midland International Air & Space Port. Parkhill has been a part of the projects for MAF on all FAA Grants No. 1 through 60 (current). Parkhill takes pride in having been a part of this history with MAF, City of Midland and FAA.

Parkhill has prepared Master Plans and Development Plans over the last 59 years for the Midland International Air & Space Port. This history allows Parkhill to bring in-depth knowledge and understanding of the direction and growth of the Midland International Air & Space Port to bear on your current projects. The following are only a few of the distinct professional qualifications that Parkhill brings to the City of Midland and MAF that no other firm can offer.

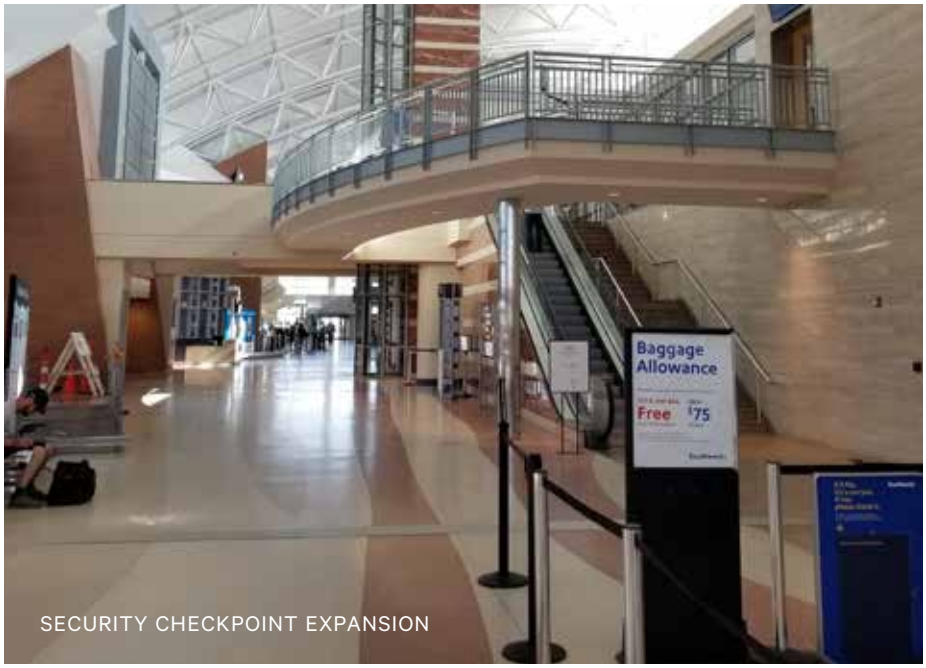

CITY OF MIDLAND
TEXAS
PROJECT AT-15
PLANS FOR
MIDLAND AIR TERMINAL
RUNWAY & TAXIWAY IMPROVEMENTS
—GRADING, PAVING, MARKING, & LIGHTING—
JANUARY 1961
F.A.A.P. PROJECT NO. 9-41-117-6105
FEDERAL AVIATION AGENCY
CITY OF MIDLAND
PREPARED BY

- We have an in-depth knowledge and understanding of the details of all of your currently proposed improvement projects and how they meet the needs of the airport over the next five years.
- We have one-of-a-kind knowledge of your existing airport facilities and future facility needs due to the long history of services we have provided to MAF, including your new Spaceport Launch Site Operators License and Spaceport Business Park.
- We already have “on the shelf” base data that will be required to perform the necessary design services.
- We have the depth of local staff resources necessary to meet your anticipated timing requirements.
- We are located within 15 minutes of Midland International Air & Space Port.
- And most importantly, the Principal and Project Manager, Danny Winchester, for your airports has been involved with both MAF and MDD for over 36 years.

PARKHILL HAS BEEN A PART OF THE PROJECTS FOR MAF ON ALL FAA GRANTS NO. 1 THROUGH 60 (CURRENT). PARKHILL TAKES PRIDE IN HAVING BEEN A PART OF THIS HISTORY WITH MAF, CITY OF MIDLAND AND FAA.

Parkhill has designed improvements for over 85 projects at Midland International Air & Space Port since 1961. It is our direct experience and knowledge of the planning and design of these improvements that Parkhill will be able to bring to the table in the design of the upcoming CIP projects. Some of these projects include (with a few of these projects illustrated):

- Runway & Taxiway Improvements, 1961
- Concrete Apron Replacement, 1968
- Runway 10-28 Improvements, 1973
- Transformer Vault & Apron Lighting, 1977
- Terminal Apron Expansion, 1977
- FAA Flight Service Station, 1979 & Remodel 2006
- Master Plan, 1980
- Taxiway G and Access Roads, 1980
- Access Roadway and Parking, 1983
- Taxiway X Construction, 1985
- Airfield Lighting Improvements, 1988
- Security Fencing and Clear Zone Acquisition, 1989
- Overlay & Groove Runway 16R/34L, 1990 & 2007
- ARFF Maintenance/Snow Facility, 1990
- Security Access Control System, 1990, 2003, 2006 & 2015
- Master Plan/Part 150, 1991
- Overlay & Groove Runway 10/28, 1991 & 2008
- ARFF Vehicle(s), 1992, 2002, 2007 & 2018
- Airfield Signage, 1992, 2002 & 2007
- Airfield Perimeter Emergency Roadway, 1995
- Terminal Building Complex, 1996
- Air Carrier Apron Expansion, 1997
- Reconstruct N. Apron Drainage, 2000
- Widen Taxiway P Fillets, 2000
- Rehabilitate Runways and Taxiways, 2001
- Master Plan Update, 2001
- Relocate Taxiway Z, 2001
- ARFF Facility, 2002
- FAA Mandated Blast Analysis, 2002
- Reconstruct South GA Ramp Phase 1, 2003
- Pavement Friction Vehicle, 2004
- Runway 34L Safety Area, 2004



SECURITY CHECKPOINT EXPANSION


RUNWAY INCURSION MITIGATION - RUNWAY 10


PASSENGER BOARDING BRIDGES REPLACEMENT AND ADD GATE 6

- Reconstruct South GA Ramp Phase 2, 2005
- Reconstruct Taxiways C, H & P Intersection, 2005
- Runway 16R/34L Shoulders, 2005
- Reconstruct 16R Exit Taxiway, 2005
- Runway 10/25 Shoulders, 2006
- Entrance Landscaping, 2005 & 2007
- Airfield Master Drainage Plan Update, 2007
- South Aviation Development Master Plan Update, 2008
- Northwest Taxilane Extension, 2010 & 2013
- Airfield Lighting System Upgrade, 2008 & 2015
- Executive Apron Reconstruction, 2011 & 2012
- Emergency Perimeter Road & Access Gates Rehabilitation, 2012
- Spaceport Launch Site Operators License 2014
- Wildlife Hazard Management Plan, 2014
- Terminal Building Long Term Covered Parking, 2014
- Spaceport Business Park Master Plan 2014
- Taxiway P Aircraft Run-up, 2015
- Airport Entrance Road and Guidance Signage Improvements, 2015
- Spaceport Business Park Building Demolition and Environmental Assessment, 2015
- Aircraft Ramp Lighting System Improvements, 2015
- Runway 16L/34R Extension and East GA Development Preliminary Planning, 2014
- Security Checkpoint Expansion, 2015
- Spaceport Business Park Entrance Road and Associated Improvements, 2015
- Runway Incursion Mitigation (RIM) - Runway 10 and Taxiway A, 2016



TERMINAL BUILDING COMPLEX



ARFF VEHICLES ACQUISITION



AIR CARRIER RUNWAYS AND TAXIWAYS REHABILITATION

- Airfield Storm Drainage System Improvements, 2016-present
- CAF Museum Demolition and Asbestos Survey, 2018-present
- Airfield Marking and Pavement Rehabilitation, 2020-present
- Replace Passenger Boarding Bridges and Add New Gate 6 Passenger Boarding Bridge, 2018-present
- Rehabilitate Concrete Apron Pavement, 2018-present
- Replace Parking Access and Revenue Control System and Expand Vehicle Parking, 2018-present
- Multi-Facility Assessment and Rehabilitation, 2019-present

Parkhill has also provided engineering and architectural services at Part 139 Certificated Airports at Lubbock, El Paso, Dallas Love Field, Abilene, and Albuquerque. Parkhill has the Part 139 Airport experience and knowledge of requirements for design of improvements at these type airports as well as the construction phase issues that are unique to Part 139 Certificated Airports.



TAXIWAY U AND APRON RECONSTRUCTION



MIDLAND AIRPARK (MDD) NEW HANGAR DEVELOPMENT



MAF SPACEPORT BUSINESS PARK MASTER PLAN RENDERING FROM FLY-THRU ANIMATION

CAPABILITY TO FURNISH QUALIFIED CONSTRUCTION RESIDENT PROJECT REPRESENTATIVE

The City of Midland and Midland International Air & Space Port personnel are very familiar with the importance Parkhill places on the services of Resident Project Representatives (RPR) and the successful project. Parkhill has provided RPR personnel on all of the construction projects over the past 35 plus years at Midland International Air & Space Port.

As you know, Parkhill offers you a full range of construction phase services. Our construction phase services include:

- Acting as your on-site representative
- Providing materials testing services
- Checking shop drawings
- Monitoring construction progress and scheduling
- Preparing change orders
- Checking payment applications
- Making "substantially complete" and "final acceptance" inspections
- Providing Resident Project Engineer/ Representative services
- Preparing FAA weekly construction progress reports

In providing construction phase services for your upcoming projects, it will be our objective to see that you receive a completed project in full conformance with the construction documents we have prepared and that you have approved. We are aware that cooperation with the contractor will be important in satisfactorily completing this project for all parties. We have a reputation for being both firm and fair with contractors, at all times remembering that our objective is to deliver a successfully completed project that meets all of your expectations and requirements.

Parkhill routinely provides construction management/administration services in connection with the projects that we design for our clients.

One of our proposed RPRs for the projects at MAF has been performing construction phase RPR services for over 40 years. Prior to joining Parkhill, Ben Evans performed the same construction phase RPR services for the City of Midland. Parkhill has developed a team of Aviation Construction Resident Project Representatives that regularly meet and share information on FAA requirements and other aviation issues. This has helped Parkhill to develop quality RPR services and staff for aviation projects, and in particular your projects at MAF. With this team of Aviation RPR staff, we will be able to provide the city and MAF with the necessary qualified construction Resident Project Representative.

As we have demonstrated on current projects at MAF, we can add RPR staff when multiple projects are in construction concurrently. Nathan Morrow is another of our proposed RPR's for the projects at MAF. The MAF staff has first hand knowledge of Nathan's commitment to a quality project and the need to coordinate the contractor's work with MAF staff.

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

U.S. Department of Transportation **Federal Aviation Administration**	**Construction Progress and Inspection Report** **Airport Grant Program**	Period Ending 1/10/2021 Project Number 03977818
Airport Name Midland International Air & Space Port		
Project Description MAF Passenger Boarding Bridges Replacement		Contractor's Name Thyssenkrupp Airport Systems, Inc.
1. Contract Time 420 Consecutive Calendar Days	No. Days Charged to Date: 328	Last Calendar Day Charged (Date): 1/10/2021

2. Brief Weather Summary this Period, including Approximate Rainfall and Periods of Below Freezing Temperature *(On earthwork jobs, include soil conditions.)*

The temperatures during this period experienced mostly highs between 40-50. However, there were days with highs at or below freezing, ranging from 20-35 degrees. Approximately 2" of snow was received on Sunday.

3. Rough Estimate of Percent Completion to Date of Construction Phases (Include items such as clearing, grading, drainage, base, surface, lighting, etc.)

Submittal Data Submission for Review 95%
Remove Existing Gates 1-5 PBB and Install New PBB 30%
Remove and Replace Access Doorway to Gates 1-5 PBB 0%
Remove and Replace Apron Marking 0%
Manufacture and Install Gate 6 Passenger Boarding Bridge and Elevated Walkway 0%

4. Work Completed or In Progress this Period

The contractor Thyssenkrupp removed the existing Passenger Boarding Bridge at Gate 1 and installed the new Passenger Boarding Bridge.

5a. Summary of Laboratory and Field Testing this Period *(Note failing tests and any retests. Summarize out-of-tolerance.)*

None.

5b. Material *(Identify material subject to pay reduction.)*

None.

6. Description of Anticipated Work by Contractor for Next Period

Begin replacement of the Passenger Boarding Bridge at Gate 3 next week.

7. Problem Areas/Other Comments *(Include revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)*

SPONSOR'S INSPECTOR OR REPRESENTATIVE

Date	Typed or Printed Name and Title	Signature
1/10/2021	Danny G. Winchester, Principal	

EXPERIENCE WORKING WITH FAA SOUTHWEST REGION AND FAA AIR TRAFFIC CONTROL

Throughout most of our company's history, Parkhill has worked very closely with FAA representatives in developing projects, establishing and coordinating project budgets, and meeting grant schedules and deadlines. Personnel programmed for the management and design of your projects have a long and positive relationship with FAA Region and Texas Airport Development Office (ADO) personnel. We know many branch staff personnel personally and have always had excellent working relationships with these individuals.

Most important for the projects envisioned at the present time, is our relationship with Marcelino Sanchez, MAF's FAA Program Manager. We have worked with Marcelino Sanchez since he joined the FAA SW Region ADO.

> WE HAVE WORKED WITH MARCELINO SANCHEZ SINCE HE JOINED THE FAA SW REGION ADO.

As a part of most airside projects, Parkhill has been involved in meetings with the MAF Air Traffic Control staff to coordinate phasing of construction as it affects runway and taxiway closures. This past experience allows Parkhill to better understand the needs of the Air Traffic Control, and in particular those at MAF, for the movement of aircraft during construction phases of projects.

In addition, MAF staff can attest to the ongoing, regular contact and coordination that Parkhill has provided with FAA SW Region ADO. Parkhill has worked closely with airport staff to continuously monitor and adjust the CIP projects and funding plans to meet changes in FAA funding amounts and methodology. Parkhill worked with the Airport and FAA SW Region ADO to identify, scope and schedule these projects so that the City of Midland was included in available discretionary funds distributions.



EXPERIENCE WORKING WITH TXDOT AVIATION

Parkhill personnel have been involved in general aviation facilities design since the founding of our firm in 1945. Through these many years of professional service, we have worked closely with the governing agencies that were responsible for the General Aviation Airports in Texas. The Aviation Division of TxDOT was formed for this task. From the very beginning, Parkhill personnel have endeavored to develop strong working relationships with all of the TxDOT Aviation Division staff. We feel that our professional relationship with the Aviation Division enables us to better understand the current needs and the future of the general aviation community.

Since TxDOT Aviation Division became the responsible governing agency, Parkhill has provided professional engineering and architectural services for over 50 airports throughout the state of Texas. The services Parkhill has provided include both airside and landside improvements.

A very important part of general aviation airport design and planning is the understanding of how the airport relates to the community. Parkhill understands that a successful airport plan and design must include both TxDOT Aviation and local community input. Our relationships with both TxDOT Aviation and the City of Midland Airport staff and Airport Board will enable Parkhill to provide planning and design for Midland Airpark that meets the needs of Midland and the aviation community.

A key member of our Aviation staff is the past Director of Engineering for TxDOT Aviation, Bijan Jamalabad. Mr. Jamlabad provides Parkhill tremendous additional insights into the TxDOT Aviation Project Program as well as personal relationships with key TxDOT staff for projects at Midland Airpark.



BIJAN JAMALABAD, PE

PAST DIRECTOR OF ENGINEERING FOR TXDOT AVIATION IS A MEMBER OF PARKHILL'S AVIATION STAFF

Parkhill's mission is to transform community by facilitating an extraordinary, enlightening client experience that results in making visions a reality.

Parkhill 75 Years of
Building Community

City Council Meeting

Item Number: 9

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **Motion accepting Grant No. 62-2021 in the amount of $3,832,515.00 awarded by the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 Airport Coronavirus Response Grant Program; said grant funds shall be used for certain allowable expenses at Midland International Air and Space Port in accordance with applicable Federal Aviation Administration guidance; and authorizing the execution of all documents necessary to accept said grant funds**

Purpose:

Motion ratifying the acceptance of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Airport Coronavirus Response Grant Program (ACRGP) Grant No. 62-2021 in the amount of $3,832,515 from the Federal Aviation Administration (FAA).

Recommended City Council Action:

Approve

Fiscal Impact:

Grant Proceeds: $3,832,515

Discussion:

The Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) provided a grant in the amount of $3,832,515 to the City of Midland to be used for allowable expenses at Midland International Air & Space Port. The FAA requested that the grant be

signed upon receipt as they are trying to process all the CRRSAA Grants for our region before the next wave of Corona Virus Grants roll out. These grant proceeds will fund operating costs at MAF for the foreseeable future.

The CRRSA was signed into law by the President on December 27, 2020 and $2 billion in funds to be awarded as economic relief to eligible US Airports to prevent, prepare for, and respond to the COVID-19 pandemic, including relief from rent and minimum annual guarantees (MAG) for eligible airport concessions at primary airports. FAA guidance states that airports may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. The Airport has four years to spend these funds.



City Manager's Office

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Texas

FAA ASW-650
10101 Hillwood Parkway
Fort Worth, TX 76177

CRRSA Transmittal Letter

March 5, 2021

Ms. Justine Ruff
Director of Airports
Midland International Air & Space Port
9506 La Force Blvd.
Midland, Texas 79711

Dear Ms. Justine Ruff:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-48-0150-062-2021 for Midland International Air & Space Port, Texas. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **March 31, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the ACRGP Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

By accepting this grant, you agree to continue to employ, through February 15, 2021, at least 90 percent of the number of individuals employed by the airport as of March 27, 2020. In accordance with the employee retention grant assurance, you will provide an employee retention report to CARESAirports@faa.gov by March 1, 2021.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Jesse Carriger

Jesse Carriger (Mar 5, 2021 19:46 CST)

Jesse Carriger
Manager, Texas Airports District Office

Enclosure (1)

U.S. Department of Transportation Federal Aviation Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 5, 2021

Airport/Planning Area Midland International Air & Space Port

ACRGP Grant Number 3-48-0150-062-2021

Unique Entity Identifier 073186579

TO: City of Midland, Texas
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 5, 2021, for a grant of Federal funds at or associated with the Midland International Air & Space Port, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Midland International Air & Space Port, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to

reimburse airport operational and maintenance expenses directly related to Midland International Air & Space Port incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $3,832,515, allocated as follows:

   $209,367 Primary KC2021
   $3,623,148 Primary KQ2021

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

   c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before March 31, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant

Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –

A. Associated with performance under this ACRGP grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal office or employee responsible for oversight of a grant program;
e. A court or grand jury;
f. A management office of the grantee or subgrantee; or
g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Employee Retention.** City of Midland, Texas, owner and operator of Midland International Air & Space Port, as a Small hub airport, agrees to continue to employ, through February 15, 2021 at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The CRRSA Act extends reporting requirements through February 15, 2021. On or before March 1, 2021, the Sponsor will report to the FAA the number of employees as of February 15, 2021.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport.

6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 5, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jesse Carriger

Jesse Carriger (Mar 5, 2021 19:46 CST)

(Signature)

Jesse Carriger

(Typed Name)

Manager, Texas Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated March 9, 2021

City of Midland, Texas

(Name of Sponsor)

Patrick Payton

Patrick Payton (Mar 9, 2021 22:15 CST)

(Signature of Sponsor's Designative Official/Representative)

By: Patrick Payton

(Type Name of Sponsor's Designative Official/Representative)

Title: Mayor

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, John Ohnemiller , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Texas__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at March 9, 2021

By: 
John Ohnemiller (Mar 9, 2021 22:45 CST)

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable

b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.

c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.

d. Hatch Act — 5 U.S.C. 1501, et. seq. [2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.

f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).

g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.

h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 — 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. [2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13788 – Buy American and Hire American

h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates. [1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. [1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). [1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). [1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. [1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Midland, Texas**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

    B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

    C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

    D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 5, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

City Council Meeting

Item Number: 10

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **Motion accepting Grant No. 63-2021 in the amount of $144,007.00 awarded by the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 Airport Coronavirus Response Grant Program; said grant funds shall be used for certain allowable expenses at Midland International Air and Space Port in accordance with applicable Federal Aviation Administration guidance; and authorizing the execution of all documents necessary to accept said grant funds (AIRPORTS)**

Purpose:

Motion ratifying the acceptance of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Airport Coronavirus Response Grant Program (ACRGP) Grant # 63-2021, CRRSAA (Concessions) in the amount of $144,007 from the Federal Aviation Administration (FAA).

Recommended City Council Action:

Approve

Fiscal Impact:

Grant Proceeds: $144,007

Discussion:

The Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) provided a grant in the amount of $144,007 to the City of Midland to be used for allowable expenses at Midland International Air & Space Port. The FAA requested that the grant be signed upon receipt as they are trying to process all the CRRSAA Grants for our region before

the next wave of Corona Virus Grants roll out.

The CRRSA was signed into law by the President on December 27, 2020, and $2 billion in funds were awarded as economic relief to eligible US Airports to prevent, prepare for, and respond to the COVID-19 pandemic, including relief from rent and minimum annual guarantees (MAG) for eligible airport concessions at primary airports. FAA guidance states that airports may use these funds for relieving rent and minimum annual guarantees to on-airport car rental, on-airport parking, and in-terminal concessions. The Airport has four years to spend these funds.

Robert Patrick

City Manager's Office

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southwest Region Texas

FAA ASW-650 10101 Hillwood Parkway Fort Worth, TX 76177 Fort Worth, TX 76177

March 5, 2021

Ms. Justine Ruff
Director of Airports
Midland International Air & Space Port
9506 La Force Blvd.
Midland, Texas 79711

SUBJECT: Airport Coronavirus Response Grant Program (ACRGP) Concessions Addendum

Dear Ms. Justine Ruff:

Please find the following electronic ACRGP Concessions Relief Addendum Offer, Addendum No. 3-48-0150-063-2021 for Midland International Air & Space Port Airport, Texas. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the addendum to the individual signing the addendum; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the addendum, followed by the attorney's certification, no later than March 31, 2021. in order for the addendum to be valid.

c. You may not make any modification to the text, terms or conditions of the addendum offer.

d. The addendum offer must be digitally signed by the sponsor's legal signatory authority and then the addendum offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the addendum, an email with the executed addendum will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this addendum must be made electronically via the Delphi eInvoicing System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds to provide relief from rent and minimum annual guarantees (MAG) to on-airport car rental, on-airport parking, and in-terminal concessions.

With each payment request you are required to upload a summary directly to Delphi. The summary should include at least the list of concessions, baseline numbers for proportional calculations, amount of rent and MAG relief, and the consultation date with any Airport Concession Disadvantaged Business Enterprise. Please refer to the ACRGP Frequently Asked Questions for further information

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and

- A closeout report (A sample report is available here).

Until the addendum is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this addendum is open (due December 31 of each year this addendum is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Jesse Carriger
Jesse Carriger (Mar 5, 2021 19:47 CST)

Jesse Carriger
Manager, Texas Airports District Office

Enclosure (1)

U.S. Department of Transportation Federal Aviation Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

CONCESSIONS RELIEF ADDENDUM

Part I - Offer

Federal Award Offer Date: March 5, 2021

Airport/Planning Area: Midland International Air & Space Port

ACRGP Addendum Number: 3-48-0150-063-2021

Unique Entity Identifier: 073186579

TO: City of Midland, Texas
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an application dated March 5, 2021 to amend Airports Coronavirus Response Grant Program (ACRGP or "the Agreement") Grant Agreement 3-48-0150-062-2021 to provide relief from rent and minimum annual guarantees (MAG) obligations to each eligible airport concession at Midland International Air & Space Port, in accordance with the Coronavirus Response and Relief Appropriations Act ("CRRSA Act" or "the Act"), Public Law 116-260, Division M;

WHEREAS, the FAA has agreed with the Sponsor to amend its ACRGP Grant Agreement 3-48-0150-062-2021 to further allocate $144,007 to fund Concession Relief as defined below;

WHEREAS, the Sponsor has accepted the terms of the FAA's ACRGP Concessions Relief Addendum offer;

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the ACRGP Concessions Relief Addendum Application for the Midland International Air & Space Port;

WHEREAS, no other terms, conditions, or assurances of the 3-48-0150-062-2021 shall be negated as a result of this ACRGP Concessions Relief Addendum;

WHEREAS, this ACRGP Concessions Relief Addendum hereby amends 3-48-0150-062-2021 for the purpose of adding $144,007 for Midland International Air & Space Port to use to provide relief from rent

and minimum annual guarantees (MAG) obligations, as applicable, to each eligible airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of the rent and MAGs of all eligible airport concessions at Midland International Air & Space Port, as further defined herein, for relief provided no earlier than December 27, 2020, until the specified Concession Relief funds have been fully expended.

NOW THEREFORE, in accordance with the applicable provisions of the Coronavirus Response and Relief Appropriations Act, Public Law 116-260, Division M, the representations contained in the ACRGP Concessions Relief Addendum Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for an ACRGP Concessions Relief Addendum, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-48-0150-062-2021 and, (b) the benefits to accrue to the United States and the public from the accomplishment of the ACRGP Concession Relief Addendum, and in compliance with the conditions and requirements as herein provided

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred accomplishing ACRGP Concessions Relief as a result of and in accordance with this ACRGP Concession Relief Addendum.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

ADDENDUM TO AIRPORT CORONAVIRUS RELIEF GRANT AGREEMENT 3-48-0150-062-2021

1a. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $144,007 to be provided to the airport sponsor for rent relief provided to eligible airport concessions as described herein.

2a. **Period of Performance.** This ACRGP Concessions Relief Addendum is subject to the following federal award requirements:

   a. This Addendum does not change the period of performance date prescribed in the ACGRP Grant Agreement 3-48-0150-062-2021.

   b. This Addendum does not change the budget period prescribed in the ACGRP Grant Agreement 3-48-0150-062-2021.

   c. Close out and Termination.

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

      2. The FAA may terminate this ACRGP Concessions Relief Addendum, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340.

3a. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

4a. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the Concessions Relief unless this offer has been accepted by the Sponsor on or before March 31, 2021, or such subsequent date as may be prescribed in writing by the FAA.

5a. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Concessions Relief Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

SUPPLEMENTAL TO ACRGP GRANT AGREEMENT 3-48-0150-062-2021

CONDITION FOR AIRPORT CONCESSIONS RELIEF -

1. **ACRGP Concessions Relief.** The Sponsor agrees that it will use the funds in this ACRGP Concessions Relief Addendum allocated specifically to cover lawful expenses to provide relief from rent and minimum annual guarantee obligations to on airport car rental, on-airport parking, and in-terminal airport concessions (collectively referred to herein as "Concessions") as defined in part 23 of title 49, Code of Federal Regulations, in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds shall be governed by the following specific conditions defined in the CRRSA Act:

    a. Relief provided to Concessions must equal the total amount of funds allocated for Concessions under this ACRGP Concessions Relief Addendum, to the extent practicable and to the extent permissible under state laws, local laws, and applicable trust indentures;

    b. Relief provided to Concessions from rent and minimum annual guarantee obligations to each eligible airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of the rent and minimum annual guarantees of all the eligible airport concessions at such airport;

    c. Relief provided to Concessions shall be prioritized to minority-owned businesses, to the extent permissible;

    d. Relief shall only be provided to Concessions that have certified they have not received a second draw or assistance for a covered loan under Section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or minimum annual guarantee costs; and

    e. Each Concession provided relief with these funds shall certify to the Sponsor it will not apply for a covered loan as described above for rent or minimum annual guarantee costs.

    The Sponsor agrees that it will provide the FAA with reporting data in lieu of invoices to be reimbursed for eligible expenses as described herein and certify data submitted is true and correct. The FAA will provide reporting options for the Sponsor. The Sponsor may not use funds allocated for Concessions for other airport purposes except that the Sponsor may retain up to two percent of the amount allocated for Concession relief purposes in this ACRGP Concession Relief Addendum to administer the Concession relief program. Funds not expended under this condition are subject to recovery by FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Concessions Relief Addendum Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise an ACRGP Concessions Relief Addendum, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Concessions Relief and compliance with the conditions as provided herein. Further, this ACRGP Concessions Relief Addendum shall be attached to ACRGP 3-48-0150-062-2021. inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jesse Carriger
Jesse Carriger (Mar 5, 2021 19:47 CST)

(Signature)

Jesse Carriger

(Typed Name)

Manager, Texas Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Concessions Relief Addendum Application and incorporated materials referred to in the foregoing Offer under this ACRGP Concessions Relief Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer. Furthermore, the Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this March 9, 2021

City of Midland, Texas

(Name of Sponsor)

Patrick Payton

Patrick Payton (Mar 9, 2021 22:14 CST)

(Signature of Sponsor's Authorized Official)

By: Patrick Payton

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, John Ohnemiller , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing ACRGP Concessions Relief Addendum under the laws of the State of __Texas__. Further, I have examined the foregoing ACRGP Concessions Relief Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. In addition, for grants involving Concessions Relief to be carried out by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this ACRGP Concessions Relief Addendum may only be used for the Concessions Relief prescribed in the Act and identified herein. The Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose a. Further, it is my opinion that the said ACRGP Grant Agreement and the ACRGP Concessions Relief Addendum attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at March 9, 2021

By: John Ohnemiller (Mar 9, 2021 22:41 CST)

(Signature of Sponsor's Attorney)

City Council Meeting

Item Number: 11

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE REMAINING FUNDS IN THE AMOUNT OF $750,000.00 FOR THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM (DEVELOPMENT SERVICES)

Purpose:

RESOLUTION AUTHORIZING THE REMAINING FUNDS IN THE AMOUNT OF $750,000.00 FOR THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM. (DEVELOPMENT SERVICES)

Recommended City Council Action:

Approve

Fiscal Impact:

The remaining funds in the amount of $750,000 are available from the original appropriation of $1,000,000 for the City of Midland Business Micro-Grant Assistance Program.

Discussion:

Per Councils direction staff was asked to return agenda for consideration based upon successful completion of phase I (25) of the Micro Grant Program applicants. As Council will recall, in an effort to assist small local businesses impacted by COVID-19, the City of Midland and Midland College Business and Economic Development Center (BEDC) collaborated to assist small business owners with $10,000 grants to assist with PPE, equipment purchases, payroll, loss of revenue, etc. This would provide funding for 96 businesses in their efforts to stay operational during the COVID-19 times. The CDBG office has received 145 applications as 02/28/21.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE REMAINING FUNDS IN THE AMOUNT OF $750,000.00 FOR THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM

WHEREAS, in Resolution No. 2020-218, the City Council authorized the City of Midland Business Micro-Grant Assistance Program, allocating $1,000,000.00 for said program and approved initial funding in the amount of $250,000.00; and

WHEREAS, the program successfully distributed the initial funding amount in the form of $10,000.00 micro-grants to qualifying businesses; and

WHEREAS, the City Council finds it to be in the public interest to authorize the remaining funding for the City of Midland Business Micro-Grant Assistance Program;

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

SECTION ONE. That the City Council hereby authorizes and approves the remaining funding for the City of Midland Business Micro-Grant Assistance Program.

SECTION TWO. That funds are available in Fund 065-CARES Grant.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

_____
Mark Mason, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 12

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE USE OF CARES ACT FUNDS IN THE AMOUNT OF $50,000.00 FOR THE MINOR REPAIR PROGRAM (DEVELOPMENT SERVICES)

Purpose:

Resolution authorizing the use of $50,000 in Fund 065 Cares Act for minor repairs as a result of the Winter Storm of 2021 (DEVELOPMENT SERVICES).

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in Fund 065 for this purpose.

Discussion:

The Minor Repair Program provides grant assistance for certain repair items; up to $5,000 in assistance can be provided to a household during the year. Midland County is not among the designated federally declared disaster zones and has not to date received emergency assistance. Therefore, many low-moderate income citizens do not have the resources to make needed repairs. The CDBG office has received numerous calls for emergency repairs for in-home plumbing, water heaters and roofing.

Funds covered by this authorization will allow the CDBG office to assist families with in-home repairs without having to complete the Lead Based Paint (LBP) clearances currently required under U.S. Department of Housing and Urban Development's CDBG programs. All other aspects regarding the use of these local funds and the Minor Repair Program qualifications remain according to HUD guidelines (Per 24 CFR 570.202(a), housing improvements and

rehabilitation of single family owner-occupied homes).



City Manager's Office

CITY OF MIDLAND
OFFICE MEMORANDUM

DATE: March 01, 2021

TO: Mark Mason, Director of Finance

FROM: Isaac G. Garnett, Community Development Manager

SUBJECT: Authorizing the Interim City Manager to supplement the CDBG Minor Repair Program with the City of Midland Emergency Aid and Relief Assistance Fund (CARES ACT-700298-065).

Please proceed with the appropriate steps and legal instruments necessary for City staff to authorize the Interim City Manager to establish a supplemental Minor Repair Program of **$50,000.00** dollars to be used in conjunction with the existing CDBG program funds. Midland County is not among the designated federally declared disaster zones and has not to date received emergency assistance. Therefore, many low-moderate income citizens do not have the resources to make needed repairs. The CDBG office has received numerous calls for emergency repairs for in-home plumbing, water heaters and roofing.

Funds covered by this authorization will allow the CDBG office to assist families with in-home repairs without having to complete the Lead Based Paint (LBP) clearances currently required under U.S. Department of Housing and Urban Development's CDBG programs. All other aspects regarding the use of these local funds and the Minor Repair Program qualifications remain according to HUD guidelines.

CC: Charles Harrington, Director of Development Services
Robert Patrick, Interim City Manager

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE USE OF CARES ACT FUNDS IN THE AMOUNT OF $50,000.00 FOR THE MINOR REPAIR PROGRAM

WHEREAS, the City Council finds it to be in the public interest to authorize the use of CARES Act funds in the amount of $50,000.00 for the Minor Repair Program;

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

SECTION ONE. That the City Council hereby authorizes and approves the use of CARES Act funds in the amount of $50,000.00 for the Minor Repair Program.

SECTION TWO. That funds are available in Fund 065 for this purpose.

SECTION THREE. That the Interim City Manager is hereby authorized and directed to execute all documents necessary to effect the actions authorized and approved in Section One 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., 2021 by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 13

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with West Texas BMX to administer programs, special events, and services related to BMX (Bicycle Motocross) racing and riding (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with West Texas BMX to administer programs, special events, and services related to BMX (Bicycle Motocross) racing and riding.

Recommended City Council Action:

Approve

Fiscal Impact:

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

Discussion:

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

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

City Manager's Office

WEST TEXAS BMX SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and West Texas BMX ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, and other services related to BMX riding and racing. The Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude the City or the Association from soliciting and hosting national BMX events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE 1 - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Race track** - any single area of park property, located at Reyes/Masburn/Nelms Park, which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field** - one race track, as agreed by Association and the City Manager, reserved for Association's championship BMX events or tournaments.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting BMX events and practice sessions. In addition, at the discretion of the City Manager and with advice from the Parks and Recreation Advisory Board, Association may be allowed to designate one (1) Race track as a "Championship Field." Said Championship Field may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve its playing surface, provided all of the following requirements are met:

1. Selection of the one (1) Championship Field must be approved in writing, and in advance, by the City Manager;

2. If applicable, a proposed fence plan for said Championship Field must be approved by the City Manager;

3. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field;

4. Association understands and agrees that the City retains an unlimited right of entry upon said Championship Field, as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and City's allowance of the designation and locking of any Championship Field in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager at his sole discretion;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of race track area once a week during the growing season, adjustments may be made for BMX events;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in track areas;

4. Cutting necessary field lines prior to each Association season and prior to national events if applicable; and

5. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled BMX events, and electricity for scheduled practices.

H. Provide all maintenance for trees and shrubs surrounding race tracks as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled BMX events and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of BMX events, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all BMX events and practices to occur during the season, including all races and special BMX events. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

B. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct the BMX events.

E. Prepare race tracks prior to BMX events, including:

1. Marking or cutting any and all necessary lines on race tracks;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare BMX facility; and

4. Preparing racing surface for all BMX events.

F. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of this Agreement, and accompany said request with at least a 50% monetary match. Any request of $5,000.00 or more will be considered a Capital Improvement Project and will be considered for funding based on the City of Midland budget. Association understands

that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

G. Submit any other request to the City in writing and no less than 15 days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the "City Liaison."

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property, i.e.: all-terrain vehicles, golf carts, mowers, etc.

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Insure that all vending operations are properly permitted by the City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. The City of Midland reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions that can damage or kill the grass and potentially require months to repair.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from March 24, 2021, through February 9, 2022. Thereafter, this Agreement may be extended upon written agreement, by mutual consent, of the parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association 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 Association 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 Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. The City does not have the right to control the means, methods, or details of Association's work. The City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII - ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact

business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Association.

ARTICLE IX - INDEMNITY

ASSOCIATION 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

ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION 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.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII - ASSIGNMENT

Association 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 XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. 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 Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail

shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	West Texas BMX 4060 Faudree Rd., Suite 104A #406 Odessa, Texas 79765 Donald Davis, President

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said park property shall be deemed to mean that Association shall have the right to control said park property during scheduled BMX events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND

ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE ASSOCIATION. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY. THE ASSOCIATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

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

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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 ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

The City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

Before the Association shall file suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

_____
Amy M. Turner, City Secretary

CITY OF MIDLAND, TEXAS

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

WEST TEXAS BMX

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

L:\Contracts\Community Services\Agreements\2021\West Texas BMX Sports.docx

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix AZ 85016	**CONTACT NAME:** Claudia Sirrine **PHONE (A/C, No, Ext):** 602-279-5800 **FAX (A/C, No):** **E-MAIL ADDRESS:** claudia.sirrine@usi.com
INSURED AMERIBIC1 American Bicycle Association dba: USA BMX 1645 W Sunrise Blvd Gilbert AZ 85233	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Co. / 18058 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1525863135 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PHPK2243043	3/1/2021	3/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 5,000,000 $ 1,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2243043	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB758095	3/1/2021	3/1/2022	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and any other entities listed below are listed as additional insured under the General Liability on a primary & Non Contributory Basis including waiver of subrogation with respect to the American Bicycle Association/USA BMX sanctioned events/competitions/practices and other operations conducted by American Bicycle Association/USA BMX track operators on behalf of the American Bicycle Association/USA BMX.

RE: West Texas BMX #1780

CERTIFICATE HOLDER

West Texas BMX
2101 E Cuthbert
Midland TX 79701-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PACKET 13.26 March 23, 2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Addional Insured/Waiver of Subrogation/Primary & Non-Contributory

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

   a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
   b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
   c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

   With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:

   a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

3. Sponsors

4. Co-Promoters

THIS INSURANCE IS PRIMARY, WITH ANY INSURANCE OR SELF-INSURANCE PROGRAM MAINTAINED BY THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE BEING NON-CONTRIBUTING EXCEPTING LOSS RESULTING FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that, notwithstanding anything to the contrary in paragraph 8. Transfer of Rights of Recovery Against Others To Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, in the event of any payment under this policy, we waive our right of recovery against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary contracts would require a waiver of recovery rights against them also falls within this blanket waiver of subrogation.

All other terms and conditions of this Policy remain unchanged.

City Council Meeting

Item Number: 14

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with the Boys and Girls Club of the Permian Basin to administer programs, special events, and services related to flag football and soccer for youth ages eight through twelve (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with the Boys and Girls Club of the Permian Basin to administer programs, special events, and services related to flag football and soccer for youth ages eight through twelve at Taylor Park, 1401 Carter Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of athletic facilities is carried in the current operating budget of the Parks Division. The City, if funds are available, can match an association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, the Boys and Girls Club agrees to provide youth flag football and soccer programs to the citizens of Midland. The association handles advertisement, sign-ups, and scheduling of seasonal competition and tournaments. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

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



City Manager's Office

BOYS AND GIRLS CLUB OF THE PERMIAN BASIN SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Boys and Girls Club of the Permian Basin ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, and other services related to flag football and soccer activities for youth and adult participants at Taylor Park. The Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude the City or the Association from soliciting and hosting national flag football/soccer events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE 1 - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which will include:

1. Mowing of playing fields area once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields;

4. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing field as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled flag football events and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of flag football and soccer events, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

B. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct the flag football events.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare flag football facility; and

4. Preparing playing field for all flag football events.

F. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of this Agreement, and accompany said request with at least a 50% monetary match. Any request of $5000.00 or more will be considered a Capital Improvement Project and will be considered for funding based on the City of Midland budget. Association understands that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

G. Submit any other request to the City in writing and no less than 15 days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the “City Liaison.”

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, mowers, etc.).

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by The Texas Department of Agriculture. Further, Association will supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association’s events and shall store equipment after season ends.

R. Insure that all vending operations are properly permitted by the City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. The City of Midland reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions that can damage or kill the grass and potentially require months to repair.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from April 1, 2021, through December 31, 2021. Thereafter, this Agreement may be extended upon written agreement, by mutual consent, of the parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association 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 Association 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 Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give

rise to vicarious liability. The City does not have the right to control the means, methods, or details of Association's work. The City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII - ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or

connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums

on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Association.

ARTICLE IX - INDEMNITY

ASSOCIATION 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION 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.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to

people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association 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 XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. 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 Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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. This Agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or

disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	Boys and Girls Club of the Permian Basin Taylor Park Facility 1321 S. Goode St. Midland, Texas 79701

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said park

property shall be deemed to mean that Association shall have the right to control said park property during scheduled flag football events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE ASSOCIATION. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY. THE ASSOCIATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

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

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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 ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

The City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

Before the Association shall file suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

_____
Amy M. Turner, City Secretary

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

BOYS AND GIRLS CLUB
OF THE PERMIAN BASIN

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
VICKERS INSURANCE AGENCY
1813 E 8th St
Odessa, TX 79761

CONTACT NAME: KEYNA SPOONER
PHONE (A/C, No, Ext): (432)580-4488 FAX (A/C, No): (432)580-3366
E-MAIL ADDRESS: keyna.bvickers@farmersagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: BERKSHIRE HATHAWAY SPECIALTY INS. CO.	
INSURER B: TEXAS MUTUAL	22945
INSURER C: UNITED STATES LIABILITY INS. CO	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BOYS & GIRLS CLUB OF THE PERMIAN BASIN
800 E 13TH ST
ODESSA, TX 79761
(432)337-8389

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	47SPK25556505	10/04/2020	10/04/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	47RWS25556705	10/04/2020	10/04/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 25,000	Y	Y	47SUM25556805	10/04/2020	10/04/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SBP-0001229879	10/04/2020	10/04/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	DIRECTORS & OFFICERS EMPLOYMENT PRACT LIA			NDO1568222E NDO1568222E	11/13/2020 11/13/2020	11/13/2021 11/13/2021	$1,000,000 $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Midland, Texas is listed on the general liability, auto liability, and excess liablity policy as additional insured. There is a waiver of subrogation in favor of the City of Midland on the general liability, auto liability, excess liability, and workers comp. policy.

CERTIFICATE HOLDER

CITY OF MIDLAND, TEXAS
300 N. LORAINE
PO BOX 1152
MIDLAND, TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: KSpoonar

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City Council Meeting

Item Number: 15

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with the Texas Cricket Club to administer programs, special events, and services related to cricket (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with the Texas Cricket Club to administer programs, special events, and services related to cricket.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of athletic facilities is carried in the current operating budget of the Parks Division. The City, if funds are available, can match an association's funds for capital improvement projects, through the contract.

Discussion:

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

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

City Manager's Office

TEXAS CRICKET CLUB
SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and the Texas Cricket Club ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to cricket. The Association shall have the right to collect fees and income generated by Association's cricket activities. This Agreement does not preclude the City or the Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE 1 - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field** - one playing field, as agreed by Association and the City Manager, reserved for Association's championship games or tournaments, comprised of one (1) cricket field at Beal Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions. In addition, at the discretion of the City Manager and with advice from the Parks and Recreation Advisory Board, Association may be allowed to designate one (1) Playing Field as a "Championship Field." Said Championship Field may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve its playing surface, provided all of the following requirements are met:

1. Selection of the one (1) Championship Field must be approved in writing, and in advance, by the City Manager;

2. If applicable, a proposed fence plan for said Championship Field must be approved by the City Manager;

3. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field;

4. Association understands and agrees that the City retains an unlimited right of entry upon said Championship Field, as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and City's allowance of the designation and locking of any Championship Field in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable; and
5. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Associations scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of Association play, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;
2. Providing any and all necessary bases, markers or goals;
3. Providing personnel, equipment and materials necessary to drag infields, foul lines or batter boxes if applicable; and
4. Dragging skinned infields for all games if applicable.

F. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of this Agreement, and accompany said request with at least a 50% monetary match. Any

request of $5,000.00 or more will be considered a Capital Improvement Project and will be considered for funding based on the City of Midland budget process. Association understands that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

G. Submit any other request to the City in writing and no less than 15 days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the "City Liaison."

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property, i.e.: all-terrain vehicles, golf carts, line cutters, etc.

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by the City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. The City of Midland reserves the right to declare the fields "unplayable" for games and practice due to wet and adverse weather conditions that can damage or kill the grass and potentially require months to repair.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from March 24, 2021, through February 9, 2022. Thereafter, this Agreement may be extended upon written agreement, by mutual consent, of the

parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association 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 Association 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 Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. The City does not have the right to control the means, methods, or details of Association's work. The City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII - ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact

business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Association.

ARTICLE IX - INDEMNITY

ASSOCIATION 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

ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION 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.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII - ASSIGNMENT

Association 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 XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. 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 Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail

shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	Texas Cricket Club 9417 Andrews Highway Odessa, Texas 79765 Sam Patel, President

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said park property shall be deemed to mean that Association shall have the right to control said park property during scheduled games and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND

ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

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

ARTICLE XVII - GOVERNMENTAL IMMUNITY

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

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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 ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

The City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

Before the Association shall file suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

_____
Amy M. Turner, City Secretary

CITY OF MIDLAND, TEXAS

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

[Signature Page Follows]

TEXAS CRICKET CLUB

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/C, No, Ext): 800-622-7370 | **FAX (A/C, No):** 803-256-4017
E-MAIL ADDRESS: soda@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION
Texas Cricket Club of Midland
9417 andrews hwy
odessa , TX 79765
Club #: 65476

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL CASUALTY COMPANY	
INSURER B: NATIONWIDE LIFE INSURANCE COMPANY	
INSURER C:	
INSURER D:	

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

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

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	X		KRS0000008255900	12:01AM ET 12/04/2020	12:01AM ET 12/04/2021	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MEDICAL EXPENSES (other than participants)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	NONE
							PRODUCTS-COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			n/a	n/a	n/a	COMBINED SINGLE LIMIT (Ea Accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	☐ SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$2,000,000
C	☐ UMBRELLA LIAB ☐ OCCUR ☑ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION			n/a	n/a	n/a	EACH OCCURRENCE	n/a
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			☐ PER STATUE	
							☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
B	**PARTICIPANT ACCIDENT**			BAX0000031045800-A	12:01AM ET 12/04/2020	12:01AM ET 12/04/2021	EXCESS MEDICAL	$100,000
							AD&D	$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.
RE: COVERED Team(s) - Adult - Accident & General Liability
Cricket - 1 Team(s) - [Maximum 20 players per team]
Team Names: Texas cricket club of midland
(Adult Team Accident As Part of Package: $100,000 Excess Medical; $5,000 Accidental Death or Dismemberment; $500 per claim deductible; Physical Therapy & Chiropractic Visits - 5 Visits Maximum @ $50 Per Visit; Hospitalization - Inpatient & Outpatient - $1,000 Maximum; Surgeon's Benefits - $2,500 Maximum; Anesthesia And Assistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - $500 Maximum; Physician Visits - $50 Maximum Per Visit)
(Adult Team General Liability as Part of Package: $2,000,000 Each Occurrence; $2,000,000 Legal Liability to Participants; Waiver/Release Recommended)
NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.
The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER
RELATIONSHIP:
Property Owner/Lessor

city of midland,texas
p.o.box.1152
midland, TX 79702

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE (company A)

AUTHORIZED REPRESENTATIVE (company B)

PACKET March 23, 2021

City Council Meeting

Item Number: 16

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with the Greater Midland Football League to administer programs, special events, and services related to youth football (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with the Greater Midland Football League to administer programs, special events, and services related to youth football.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of athletic facilities is carried in the current operating budget of the Parks Division. The City, if funds are available, can match an association's funds for capital improvement projects, through the contract.

Discussion:

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

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



City Manager's Office

GREATER MIDLAND FOOTBALL LEAGUE
SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and the Greater Midland Football League ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to football activities for youth ages eight (8) to twelve (12) years old at the Scharbauer Sports Complex. The Association shall have the right to collect fees and income generated by Association's football activities for youth ages eight (8) to twelve (12) years old. This Agreement does not preclude the City or the Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE 1 - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field** - one playing field, as agreed by Association and the City Manager, reserved for Association's championship games or tournaments.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable; and
5. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of Association play, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary bases, markers or goals;

3. Providing personnel, equipment and materials necessary to prepare playing fields; and

4. Preparing playing fields for all games if applicable.

F. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of this Agreement, and accompany said request with at least a 50% monetary match. Any request of $5,000.00 or more will be considered a Capital Improvement Project and will be considered for funding based on the City of Midland budget. Association understands that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

G. Submit any other request to the City in writing and no less than 15 days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the "City Liaison."

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by the City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. The City of Midland reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions that can damage or kill the grass and potentially require months to repair.

U. Pay 20% of concession net revenue collected during the term of this Agreement to the City by November 30 of each year thereof. Such payment shall include a fully itemized breakdown of expenses and revenues.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from August 20, 2021, through November 13, 2021. Thereafter, this Agreement may be extended upon agreement, by mutual consent, of the parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V - INDEPENDENT CONTRACTOR

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

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its

officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII - ANNUAL REPORTING

Association will provide City with an annual report by December 1st, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. If Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per project aggregate and on an occurrence basis. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person

or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per project aggregate and on an occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Association.

ARTICLE IX - INDEMNITY

ASSOCIATION 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR

ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION 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.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association 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 XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. 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 Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail

shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	Greater Midland Football League P.O. Box 10894 Midland, Texas 79702 Kyle Huckaba, President

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said park property shall be deemed to mean that Association shall have the right to control said park property during scheduled games and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the

Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY

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

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

ARTICLE XVII - GOVERNMENTAL IMMUNITY

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

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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

ASSOCIATION 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 XX - CONSIDERATION

The City and Association agree that this Agreement is supported by good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

Before the Association shall file suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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.

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST: CITY OF MIDLAND, TEXAS

_____ _____

Amy M. Turner, City Secretary Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____

Tina Jauz, Community Services Director

GREATER MIDLAND FOOTBALL LEAGUE

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

CONTACT NAME: Mass Merchandising Underwriting
PHONE (A/C, No, Ext): 1-800-426-2889 **FAX (A/C, No):** 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com
PRODUCER CUSTOMER ID:

INSURED
Greater Midland Football League
PO Box 10894
Midland, TX 79705
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Nationwide Mutual Insurance Company	23787
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W01895185 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		6BRPG0000007258600	02/08/2021 12:01 AM EDT	02/08/2022 12:01 AM	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS – COMP/OP AGG	$1,000,000
	[ ] OTHER:						PROFESSIONAL LIABILITY	$1,000,000
							LEGAL LIAB TO PARTICIPANTS	$1,000,000
A	AUTOMOBILE LIABILITY			6BRPG0000007258600	02/08/2021 12:01 AM EDT	02/08/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	[X] NOT PROVIDED WHILE IN HAWAII							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					[ ] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007258600	02/08/2021 12:01 AM EDT	02/08/2022 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Legal Liability to Participants (LLP) limit is a per occurrence limit.
Sport(s): Cheerleading - Youth Age(s): 12 and under; Youth Football (Tackle & Contact) Age(s): 12 and under
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.
See Attached Additional Remarks Schedule

CERTIFICATE HOLDER
City of Midland
PO Box 1152
Midland, TX 79701
(Owner/Lessor of Premises)

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Furlong

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

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City Council Meeting

Item Number: 17

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with the Midland Junior Baseball Association, Incorporated, to administer programs, special events, and services related to baseball for men ages nineteen and younger (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with the Midland Junior Baseball Association, Incorporated, to administer programs, special events, and services related to baseball for men ages nineteen and younger.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of athletic facilities is carried in the current operating budget of the Parks Division. The City, if funds are available, can match an association's funds for capital improvement projects, through the contract.

Discussion:

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

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

City Manager's Office

MIDLAND JUNIOR BASEBALL ASSOCIATION, INCORPORATED
SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland Junior Baseball Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to baseball activities for young men ages Nineteen (19) and younger. The Association shall have the right to collect fees and income generated by Association's baseball activities for young men ages Nineteen (19) and younger. This Agreement does not preclude the City or the Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I. DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field(s)** - seven (7) playing fields, as agreed by Association, the City Manager and the Parks and Recreation Advisory Board, reserved for Association's

championship games or tournaments, comprised of Little League Fields #1 and #2 at Beal Park, Little League Fields #1 and #2 at Butler Park, Little League Field #1 at C.J.Kelly Park, Little League Fields #1 and #2 at Reyes/Mashburn/Nelms Park, and Little League Fields #1 and #2 at Windlands Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of the nine (9) Championship Fields, for the sole purpose of conducting games and practice sessions. Said Championship Field(s) may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve the playing surface, provided all of the following requirements are met:

1. Selection of Championship Field(s) must be approved in writing, and in advance, by the City Manager;

2. If applicable, a proposed fence plan for said Championship Field(s) must be approved by the City Manager, with Association paying all costs associated with said fence;

3. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field(s);

4. Association understands and agrees that the City retains an unlimited right of entry upon said Championship Field(s), as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and that City's allowance of the designation and locking of any Championship Field(s) in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field(s) or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field(s) is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields;

4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable; and

5. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Provide maintenance personnel during one tournament. If more than one venue is used, Association will be responsible for supplying any needed manpower.

L. Coordinate with Association regarding provision and permitting/licensing of vendors.

M. Allow Association first priority, as appropriate, in the scheduling of Associations scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of Association play, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;
2. Providing any and all necessary bases, markers or goals;
3. Providing personnel, equipment and materials necessary to drag infields, foul lines or batter boxes if applicable; and
4. Dragging skinned infields for all games if applicable.

F. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of

this Agreement, and accompany said request with at least a 50% monetary match. Any request of $5,000.00 or more will be considered a Capital Improvement Project and will be considered for funding based on the City of Midland budget process. Association understands that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

G. Submit any other request to the City in writing and no less than 15 days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the "City Liaison."

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by the City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. The City of Midland reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions that can damage or kill the grass and potentially require months to repair.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from March 24, 2021, through December 31, 2021. Thereafter, this Agreement may be extended upon agreement, by mutual consent, of the

parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association 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 Association 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 Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. The City does not have the right to control the means, methods, or details of Association's work. The City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII. ANNUAL REPORTING

Association will provide City with an annual report by December 1st, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either 1) uses Park Property for the performance of the sport activity pursuant to this Agreement, 2) maintains equipment on any Playing Field, or 3) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City

throughout the entire period of time that Association maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that

the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Association.

ARTICLE IX. INDEMNITY

ASSOCIATION 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION 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.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association 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 XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. 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 Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	Midland Junior Baseball Association, Inc. P.O. Box 52101 Midland, Texas 79710 Lee Martin, Commissioner

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said park property shall be deemed to mean that Association shall have the right to control said park property during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE ASSOCIATION. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

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

ARTICLE XVII. GOVERNMENTAL IMMUNITY

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

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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 ASSOCIATION 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 XX. CONSIDERATION

The City and Association agree that this Agreement is supported by good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI. 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, Association or its 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association's notice is insufficient. City reserves the right to request

additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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. Association agrees that the requirements of this entire Agreement are reasonable.

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

_____
Amy M. Turner, City Secretary

CITY OF MIDLAND, TEXAS

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

MIDLA03

OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
800-446-5311
RPS Bollinger Sports & Leisure
PO Box 1322
Morristown, NJ 07960
David Campanello

CONTACT NAME:
PHONE (A/C, No, Ext): 800-446-5311 FAX (A/C, No): 973-821-8474
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Markel Insurance Company — 38970
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Midland Junior Baseball Association
Po Box 1292
Midland, TX 79702

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE X OCCUR	X	X	0602AH028506	01/15/2021	01/15/2022	EACH OCCURRENCE $ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000
A	X Incl Participants						MED EXP (Any one person) $ 5,000
A	X Sexual Abuse/MoI						PERSONAL & ADV INJURY $ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $ 3,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG $ 1,000,000
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
	NON-OWNED AUTOS ONLY						$
	UMBRELLA LIAB						EACH OCCURRENCE $
	EXCESS LIAB						AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $
A	Accident Insurance			4102AH025506	01/15/2021	01/15/2022	Med Max $ 100,000
	Full Excess						Ded $ $250/Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided under this policy only for sponsored/supervised activities of the named insured for which a premium has been paid.Waiver of Subrogation Applies. The City of Midland is included as an additional insured on all policies of insurance.

CERTIFICATE HOLDER
MIDLAN9

City of Midland
Po Box 1152
Midland, TX 79701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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City Council Meeting

Item Number: 18

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with the Midland Soccer Association, Incorporated, to administer programs, special events, and services related to soccer for adults and youth (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with the Midland Soccer Association, Incorporated, to administer programs, special events, and services related to soccer for adults and youth.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of athletic facilities is carried in the current operating budget of the Parks Division. The City, if funds are available, can match an association's funds for capital improvement projects, through the contract.

Discussion:

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

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

City Manager's Office

MIDLAND SOCCER ASSOCIATION, INCORPORATED
SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland Soccer Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to soccer for adults and youth. The Association shall have the right to collect fees and income generated by Association's soccer activities for adults and youth. This Agreement does not preclude the City or the Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I. DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field(s)** - three (3) playing fields, as agreed by Association, the City Manager and the Parks and Recreation Advisory Board, reserved for Association's championship games or tournaments, comprised of the three (3) youth soccer fields at Beal

Park and one field for adults, as agreed by Association and the City Manager reserved for Association's championship games and tournaments.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of one adult Championship Fields and three (3) youth Championship Fields, for the sole purpose of conducting games and practice sessions. Said Championship Field(s) may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve the playing surface, provided all of the following requirements are met:

1. Selection of Championship Field(s) must be approved in writing, and in advance, by the City Manager;

2. If applicable, a proposed fence plan for said Championship Field(s) must be approved by the City Manager, with Association paying all costs associated with said fence;

3. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field(s);

4. Association understands and agrees that the City retains an unlimited right of entry upon said Championship Field(s), as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and that City's allowance of the designation and locking of any Championship Field(s) in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field(s) or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field(s) is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields;

4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable; and

5. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of Association play, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;
2. Providing any and all necessary bases, markers or goals;
3. Providing personnel, equipment and materials necessary to drag infields, foul lines or batter boxes if applicable; and
4. Dragging skinned infields for all games if applicable.

F. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of this Agreement, and accompany said request with at least a 50% monetary match. Any request over $5,000.00 or more will be considered a Capital Improvement Project and will be considered for funding based on the City of Midland budget. Association understands that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

G. Submit any other request to the City in writing and no less than 15 days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the "City Liaison."

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property, i.e.: all-terrain vehicles, golf carts, line cutters, etc.

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by the City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. The City of Midland reserves the right to declare fields "unplayable" for games and practice due to wet or adverse weather conditions that can damage or kill the grass and potentially require months to repair.

U. Pay 20% of concession net revenue collected during the term of this Agreement to the City on or before December 31st of each year thereof. Such payments shall include a fully itemized breakdown of expenses and revenues.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from March 24, 2021, through December 31, 2021. Thereafter, this Agreement may be extended upon written agreement, by mutual consent, of the parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association 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 Association 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 Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give

rise to vicarious liability. The City does not have the right to control the means, methods, or details of Association's work. The City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII. ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either 1) uses Park Property for the performance of the sport activity pursuant to this Agreement, 2) maintains equipment on any Playing Field, or 3) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an

additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice,

City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX. INDEMNITY

ASSOCIATION 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION 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.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises.

Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association 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 XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. 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 Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail

shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	Midland Soccer Association, Inc. 1405 W. Illinois Midland, Texas 79701 Clint Brunson

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said park property shall be deemed to mean that Association shall have the right to control said park property during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE ASSOCIATION. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

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

ARTICLE XVII. GOVERNMENTAL IMMUNITY

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

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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 ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER

THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX. CONSIDERATION

The City and Association agree that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI. 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, Association or its legal representative, shall give the City Manager 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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. Association agrees that the requirements of this entire Agreement are reasonable.

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

_____
Amy M. Turner, City Secretary

CITY OF MIDLAND, TEXAS

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

MIDLAND SOCCER ASSOCIATION, INC.

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

L:\Contracts\Community Services\Agreements\2021\Midland Soccer Association.docx

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: K&K Insurance Group, Inc. 301 Commerce Street, Suite 2370 Fort Worth, TX 76102	CONTACT NAME: Sports Division PHONE: (800) 441-3994 FAX: (224)-572-5709 E-MAIL ADDRESS: kk.sports@kandkinsurance.com
INSURED: North Texas State Soccer Association 3803 Parkwood Boulevard, Suite 200 Frisco, TX 75034	INSURERS AFFORDING COVERAGE / NAIC # Insurer A: Scottsdale Insurance Company 41297 Insurer B: Nationwide Life Insurance Company 66869 Insurer C: Insurer D: Insurer E: Insurer F:

COVERAGES **CERTIFICATE NUMBER:** 20107862 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	X		KRS-85399-00	9/1/2020	9/1/2021	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$1,000,000
	[ ] POLICY [ ] PROJECT [ ] LOC						PARTICIPANT LEGAL LIABILITY	$1,000,000
A	AUTOMOBILE LIABILITY			KRS-85399-00	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
	[X] HIRED AUTOS							
	[X] NON-OWNED AUTOS							
A	[ ] UMBRELLA LIAB [X] OCCUR			XKS-85400-00	9/1/2020	9/1/2021	EACH OCCURRENCE	$5,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DEDUCTIBLE							
	[ ] RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E. L. EACH ACCIDENT	
	If yes, describe under						E. L. DISEASE - EA EMPLOYEE	
							E. L. DISEASE - POLICY LIMIT	
B	PARTICIPANT ACCIDENT MEDICAL			BAX-314710-00	9/1/2020	9/1/2021		$100,000 PER INJURY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate is issued on behalf of North Texas State Soccer Association & Midland Soccer Association. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association. CGL General Aggregate is on a per event basis. Waiver of Subrogation in favor of the City of Midland.

CERTIFICATE HOLDER

City of Midland
Attn: Amy Turner
PO Box 1152
Midland, TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City Council Meeting

Item Number: 19

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with Midland Softball Association, Incorporated, to administer programs, special events, and services related to softball for ages fifteen and older (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with Midland Softball Association, Incorporated, to administer programs, special events, and services related to softball for ages fifteen and older.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of athletic facilities is carried in the current operating budget of the Parks Division. The City, if funds are available, can match an association's funds for capital improvement projects, through the contract.

Discussion:

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

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

City Manager's Office

MIDLAND SOFTBALL ASSOCIATION, INCORPORATED
SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland Softball Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to softball activities for adults ages fifteen (15) and older. The Association shall have the right to collect fees and income generated by Association's softball activities for adults ages fifteen (15) and older. This Agreement does not preclude the City or the Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I. DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field(s)** - six (6) playing fields, as agreed by Association, the City Manager and the Parks and Recreation Advisory Board, reserved for Association's

championship games or tournaments, comprised of the six (6) adult softball fields within the Bill Williams Complex at Hogan Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of the six (6) Championship Fields for the sole purpose of conducting games and practice sessions. Said Championship Field(s) may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve the playing surface, provided all of the following requirements are met:

1. Selection of Championship Field(s) must be approved in writing, and in advance, by the City Manager;

2. If applicable, a proposed fence plan for said Championship Field(s) must be approved by the City Manager, with Association paying all costs associated with said fence;

3. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field(s);

4. Association understands and agrees that the City retains an unlimited right of entry upon said Championship Field(s), as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and that City's allowance of the designation and locking of any Championship Field(s) in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field(s) or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field(s) is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable; and
5. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Associations scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of Association play, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary bases, markers or goals;

3. Providing personnel, equipment and materials necessary to drag infields, foul lines or batter boxes if applicable; and

4. Dragging skinned infields for all games if applicable.

F. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of this Agreement, and accompany said request with at least a 50% monetary match. Any request over $5000.00 or more will be considered a Capital Improvement Project and will

be considered for funding based on the City of Midland budget. Association understands that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

G. Submit any other request to the City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the "City Liaison."

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by the City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. The City of Midland reserves the right to declare the field "unplayable" for games or practice due to wet and adverse weather conditions that damage or kill the grass and potentially require months to repair.

U. Pay 20% of concession net revenue collected during the term of this Agreement to the City on or before December 31, 2021. Such payments shall include a fully itemized breakdown of expenses and revenues.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from March 24, 2021, through February 9, 2022. Thereafter, this Agreement may be extended upon written agreement, by mutual consent, of the parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association 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 Association 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 Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. The City does not have the right to control the means, methods, or details of Association's work. The City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII. ANNUAL REPORTING

Association will provide City with an annual report by the 31st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either 1) uses Park Property for the performance of the sport activity pursuant to this Agreement, 2) maintains equipment on any Playing Field, or 3) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the

condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums

on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Association.

ARTICLE IX. INDEMNITY

ASSOCIATION 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION 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.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to

people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association 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 XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. 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 Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or

disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	Midland Softball Association, Inc. 4487 Hackberry Ct. Midland, Texas 79707 Tommy Hawkins

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the

Agreement which may appear to give Association any right of control or ownership of said park property shall be deemed to mean that Association shall have the right to control said park property during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

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

ARTICLE XVII. GOVERNMENTAL IMMUNITY

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

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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 ASSOCIATION 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 XX. CONSIDERATION

The City and Association agree that this Agreement is supported by good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI. 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, Association or its 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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. Association agrees that the requirements of this entire Agreement are reasonable.

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

_____
Amy M. Turner, City Secretary

CITY OF MIDLAND, TEXAS

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

[Signature Page Follows]

MIDLAND SOFTBALL ASSOCIATION, INC.

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

CERTIFICATE OF INSURANCE

Issue Date: 1/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(s), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy,certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:
EPIC Brokers
License No. OB29370
P.O.Box 13847
Sacramento CA 95853
888-880-3602 Email: insurance@usssa.com

INSURERS AFFORDING COVERAGE

INSURER A: Scottsdale Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

Insured:
United States Specialty Sports Association
5800 Stadium Parkway
Melbourne, FL 32940
800-741-3014

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRS0000008644900	1/1/2021 12:01:00 AM	1/1/2022 12:01:00 AM	Each Occurrence $2,000,000 Damage to Rented Premises(ea occ) $300,000 Med Exp (any one person) $ Excluded General Aggregate $5,000,000 Personal and Adv Injury $2,000,000 Products - Comp/OP Agg $2,000,000 Participant Legal Liability $2,000,000 Sexual Abuse & Molestation (Per Occurrence) $1,000,000 Sexual Abuse & Molestation (Aggregate) $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
Coverage includes amateur play and practice in the insured sport for : **City of Midland**
Certificate holder shall be an additional insured but only with respect to liability caused by the negligent acts or omissions of the named insured and only with respect to losses resulting from the team / league listed and occurring between the coverage effective date listed below and the policy expiration date.

Certificate Holder:

City of Midland
Tommy Hawkins
2300 Butternut
Midland TX 79707

Coverage Effective Date: 1/11/2021 12:59:00 PM

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Certificate # USSSA-423179

Authorized Representatives: Scott Rinehart

CERTIFICATE OF INSURANCE

Issue Date: 1/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(s), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy,certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:
EPIC Brokers
License No. OB29370
P.O.Box 13847
Sacramento CA 95853
888-880-3602 Email: insurance@usssa.com

INSURERS AFFORDING COVERAGE

INSURER A: Scottsdale Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

Insured:
United States Specialty Sports Association
5800 Stadium Parkway
Melbourne, FL 32940
800-741-3014

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRS0000008644900	1/1/2021 12:01:00 AM	1/1/2022 12:01:00 AM	Each Occurrence $2,000,000 Damage to Rented Premises(ea occ) $300,000 Med Exp (any one person) $ Excluded General Aggregate $5,000,000 Personal and Adv Injury $2,000,000 Products - Comp/OP Agg $2,000,000 Participant Legal Liability $2,000,000 Sexual Abuse & Molestation (Per Occurrence) $1,000,000 Sexual Abuse & Molestation (Aggregate) $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
Coverage includes amateur play and practice in the insured sport for : **City of Midland**
Certificate holder shall be an additional insured but only with respect to liability caused by the negligent acts or omissions of the named insured and only with respect to losses resulting from the team / league listed and occurring between the coverage effective date listed below and the policy expiration date.

Certificate Holder:

Midland Softball Association

4487 Hackberry Court
Midland TX 79707

Coverage Effective Date: 1/11/2021 12:59:00 PM

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Certificate # USSSA-423179-372021

Authorized Representatives: Scott Turnbull

City Council Meeting

Item Number: 20

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with Midland United Girls Softball Association, Incorporated, to administer programs, special events, and services related to softball for girls (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with Midland United Girls Softball Association, Incorporated, to administer programs, special events, and services related to softball for girls.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of athletic facilities is carried in the current operating budget of the Parks Division. The City, if funds are available, can match an association's funds for capital improvement projects, through the contract.

Discussion:

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

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

City Manager's Office

MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INCORPORATED
SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland United Girls Softball Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to softball for young women ages eighteen (18) and younger. The Association shall have the right to collect fees and income generated by Association's activities for young women ages eighteen (18) and younger. This Agreement does not preclude the City or the Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I. DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field(s)** - nine (9) playing fields, as agreed by Association, the City Manager and the Parks and Recreation Advisory Board, reserved for Association's

championship games or tournaments, comprised of the nine (9) fields within the Freddie Ezell Complex at Ulmer Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of the nine (9) Championship Fields for the sole purpose of conducting games and practice sessions. Said Championship Field(s) may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve the playing surface, provided all of the following requirements are met:

1. Selection of Championship Field(s) must be approved in writing, and in advance, by the City Manager;

2. If applicable, a proposed fence plan for said Championship Field(s) must be approved by the City Manager, with Association paying all costs associated with said fence;

3. Association shall deposit with the Director of Community Services one (1) copy of any and all keys necessary to gain access to said Championship Field(s);

4. Association understands and agrees that the City retains an unlimited right of entry upon said Championship Field(s), as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and that City's allowance of the designation and locking of any Championship Field(s) in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field(s) or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field(s) is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable; and
5. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Associations scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of Association play, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;
2. Providing any and all necessary bases, markers or goals;
3. Providing personnel, equipment and materials necessary to drag infields, foul lines or batter boxes if applicable; and
4. Dragging skinned infields for all games if applicable.

F. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of this Agreement, and accompany said request with at least a 50% monetary match. Any

request of $5,000.00 or more will be considered a Capital Improvement Project and will be considered for funding based on the City of Midland budget process. Association understands that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

G. Submit any other request to the City in writing and no less than 15 days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the "City Liaison."

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property, (i.e., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by the City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. The City of Midland reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions that can damage or kill the grass and potentially require months to repair.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from March 24, 2021, through February 9, 2022. Thereafter, this Agreement may be extended upon written agreement, by mutual consent, of the

parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association 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 Association 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 Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. The City does not have the right to control the means, methods, or details of Association's work. The City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII. ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either 1) uses Park Property for the performance of the sport activity pursuant to this Agreement, 2) maintains equipment on any Playing Field, or 3) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City

property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution

of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Association.

ARTICLE IX. INDEMNITY

ASSOCIATION 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION 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.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or

connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association 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 XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. 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 Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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. This contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	Midland United Girls Softball Association, Inc. P.O. Box 10574 Midland, Texas 79702 Rick Maddox, President

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said park property shall be deemed to mean that Association shall have the right to control said park property during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND

ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

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

ARTICLE XVII. GOVERNMENTAL IMMUNITY

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

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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 ASSOCIATION 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 XX. CONSIDERATION

The City and Association agree that this Agreement is supported by good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI. 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, Association or its 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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. Association agrees that the requirements of this entire Agreement are reasonable.

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:	CITY OF MIDLAND, TEXAS
_____	_____
Amy M. Turner, City Secretary	Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

[Signature Page Follows]

MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INC.

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____ 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 Midland United Girls Softball Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

L:\Contracts\Community Services\Agreements\2021\Midland United Girls Softball Association.docx

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RPS Bollinger 200 Jefferson Park Whippany, NJ 07981 PHONE: 1-800-446-5311 FAX: 973-921-8474	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-446-5311	FAX (A/C, No.): 973-921-8474
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Markel Insurance Company	38970
INSURED USA Softball and Members of USA Softball of Texas Indiv Reg Program Scott Stone 630 E. Hopkins San Marcos, TX 78666	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **POLICY CHANGE NUMBER: IRO202069033** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Participants Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	X		3602AH230069 *Non-participants only Sexual Abuse & Molestation Liab per occurrence: $2,000,000 Sexual Abuse & Molestation Aggregate limit: $2,000,000	8/1/2020	9/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000* $2,000,000 $5,000,000 $2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $
	OTHER							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COVERAGE UNDER THIS POLICY SHALL APPLY TO LIABILITY OF THE INSURED ARISING OUT OF THE ADMINISTRATION, PLAY OR PRACTICE OF AMATEUR SOFTBALL/BASEBALL, BUT ONLY FOR INCIDENTS INVOLVING BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. THIS CERTIFICATE IS ISSUED ON BEHALF OF: MIDLAND UNITED GIRLS SOFTBALL

CERTIFICATE HOLDER	CANCELLATION
City of Midland PO Box 1152 Midland, TX 79702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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City Council Meeting

Item Number: 21

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with Under the Lights Flag Football League to administer programs, special events, and services related to flag football for youth and adults (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with Under the Lights Flag Football League to administer programs, special events, and services related to flag football for youth and adults.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of athletic facilities is carried in the current operating budget of the Parks Division. The City, if funds are available, can match an association's funds for capital improvement projects, through the contract.

Discussion:

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

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



City Manager's Office

UNDER THE LIGHTS FLAG FOOTBALL LEAGUE SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Under the Lights Flag Football League ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, and other services related to flag football activities for youth and adult participants. The Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude the City or the Association from soliciting and hosting national flag football events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE 1 - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field** - one playing field, as agreed by Association and the City Manager, reserved for Association's championship flag football events or tournaments.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which will include:

1. Mowing of playing fields area once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing field as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled flag football events and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Association is permitted the use of the CJ Kelly Park located at 5500 League Drive, for a spring session, beginning March 1, 2021, through May 9, 2021, for flag football. All play shall be completed no later than 11:00 p.m. Association is permitted the use of the CJ Kelly Park for its fall season, beginning August 28, 2021, and concluding November 14, 2021. All play shall be completed no later than 11:00 p.m.

B. Two weeks prior to the start of flag football events, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall

be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

C. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

D. Train all volunteers and assign volunteers to appropriate duties.

E. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct the flag football events.

F. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare flag football facility; and

4. Preparing playing field for all flag football events.

G. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of this Agreement, and accompany said request with at least a 50% monetary match. Any request of $5000.00 or more will be considered a Capital Improvement Project and will be considered for funding based on the City of Midland budget. Association understands that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

H. Submit any other request to the City in writing and no less than 15 days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

I. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

J. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

K. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the "City Liaison."

L. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

M. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, mowers, etc).

N. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

O. Post an Association lightning policy on site at all locations and provide a lightning detector.

P. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS

to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

Q. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

R. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

S. Ensure that all vending operations are properly permitted by the City.

T. Abide by all requirements and obligations as set out in this Agreement.

U. The City of Midland reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions that can damage or kill the grass and potentially require months to repair.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from March 24, 2021, through November 14, 2021. Thereafter, this Agreement may be extended upon written agreement, by mutual consent, of the parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association 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 Association 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 Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. The City does not have the right to control the means, methods, or details of Association's work. The City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII - ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the

occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, “premises” shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association 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. The Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Association.

ARTICLE IX - INDEMNITY

ASSOCIATION 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION 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.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race,

color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII - ASSIGNMENT

Association 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 XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. 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 Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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. This Agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City: City of Midland
P.O. Box 1152

	Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	Under the Lights Flag Football 2406 Humble Ave. Midland, Texas 79707 League Representative

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said park property shall be deemed to mean that Association shall have the right to control said park property during scheduled flag football events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE ASSOCIATION. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY. THE ASSOCIATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

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

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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 ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER

THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

The City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

Before the Association shall file suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association's notice is insufficient. City reserves the right to request additional

information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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.

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

_____
Amy M. Turner, City Secretary

CITY OF MIDLAND, TEXAS

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

UNDER THE LIGHTS
FLAG FOOTBALL LEAGUE

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

L:\Contracts\Community Services\Agreements\2021\Under the Lights Flag Football.docx

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/20202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Player's Health Cover USA Inc. 718 Washington Ave N. Minneapolis, MN 55412	CONTACT NAME: Christopher Pesigan PHONE (A/C, No, Ext): 3143044894 FAX (A/C, No): E-MAIL ADDRESS: chris@playershealth.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
Insured Midland Under the Lights Flag Football League 6021 San Bernard Dr Midland, TX 79707	INSURER A : Everest National Insurance Company — 10120 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 4JVKXX6Y **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		20/7007465 - 1007	08/24/2020	08/24/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ $ 1,000,000 $ 5,000,000 $ 5,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	Participant Accident Abuse and Molestation			20/7007465 - 1007	08/24/2020	08/24/2021	Per Accident Per Occurrence	$ 100,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Adding City of Midland as an additionally insured.

CERTIFICATE HOLDER

City of Midland
300 North Loraine St
Midland, TX 79701

PACKET 21.24

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

March 23, 2021

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ACORD 25 (2016/03)

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City Council Meeting

Item Number: 22

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with the YMCA of Midland to administer programs, special events, and services related to various sports activities for youth and adults (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with the YMCA of Midland, to administer programs, special events, and services related to various sports activities for youth and adults.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of athletic facilities is carried in the current operating budget of the Parks Division. The City, if funds are available, can match an association's funds for capital improvement projects, through the contract.

Discussion:

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

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

City Manager's Office

YMCA OF MIDLAND SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and YMCA of Midland ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, and other services related to flag football, kickball, and soccer activities for youth and adult participants at Hogan Park South. The Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude the City or the Association from soliciting and hosting national flag football events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE 1 - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which will include:

1. Mowing of playing fields area once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields;

4. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing field as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled youth sporting events and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of youth sporting events, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

B. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct the flag football events.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare for youth sporting activities; and

4. Preparing playing field for all youth sporting activities and events.

F. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of this Agreement, and accompany said request with at least a 50% monetary match. Any request of $5,000.00 or more will be considered a Capital Improvement Project and will be considered for funding based on the City of Midland budget. Association understands that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

G. Submit any other request to the City in writing and no less than 15 days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the “City Liaison.”

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property, i.e.: all-terrain vehicles, golf carts, mowers, etc.

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by The Texas Department of Agriculture. Further, Association will supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association’s events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by the City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. The City of Midland reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions that can damage or kill the grass and potentially require months to repair.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from March 24, 2021, through December 31, 2021. Thereafter, this Agreement may be extended upon written agreement, by mutual consent, of the parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association 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 Association 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 Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give

rise to vicarious liability. The City does not have the right to control the means, methods, or details of Association's work. The City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII - ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or

connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined-single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums

on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Association.

ARTICLE IX - INDEMNITY

ASSOCIATION 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION 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.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to

people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association 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 XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. 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 Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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. This Agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or

disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	YMCA of Midland 800 N. Big Spring Street Midland, Texas 79701 Contact: Madeline Meier, Sports Director

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said park

property shall be deemed to mean that Association shall have the right to control said park property during scheduled flag football events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE ASSOCIATION. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY. THE ASSOCIATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

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

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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 ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

The City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

Before the Association shall file suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

_____
Amy M. Turner, City Secretary

CITY OF MIDLAND, TEXAS

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

[Signature Page Follows]

YMCA OF MIDLAND

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

YOUNMEN-01 GELLIOTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
West Texas Insurance Exchange An Alera Group Co.
1030 Andrews Highway, Suite 100
Midland, TX 79701

CONTACT NAME:
PHONE (A/C, No, Ext): (432) 699-0933 FAX (A/C, No): (432) 699-3201
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Group	22292
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Men's Christian Association of Midland, Texas Association of Midland, TX
P.O. Box 954
Midland, TX 79702

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CFY-ML-10000048-00	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			CFY-AU-10000041-00	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			CFY-UM-10000044-00	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001158169	7/1/2020	7/1/2021	PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Midland is added as additonal insured as required by written contract.

CERTIFICATE HOLDER

City of Midland
P.O. Box 1152
Midland, TX 79702

PACKET

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ellen Elliott March 23, 2021

ACORD 25 (2016/03)

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City Council Meeting

Item Number: 23

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO DIAMONDBACK E&P LLC ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 409 FEET AND 410 FEET NORTH OF THE GREEN TREE BOULEVARD EXTENSION AND BETWEEN 2,022 FEET AND 2,042 FEET WEST OF THE NORTH MIDKIFF ROAD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permits to Diamondback E&P LLC for the drilling of the following oil and gas wells: Billings Unit 807WB and Missoula Unit 806WA; said wells being generally located between 409 feet and 410 feet north of Green Tree Blvd. Extension and between 2,022 feet and 2,042 feet west of North Midkiff Road Extension. The required 30-day public comment has passed, and the Council may consider this request. Currently no notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Diamondback E&P will be using at a minimum 24 ft. tall sound walls on the southerly

side of the well pad during completion operations (frac and drillout). Sound walls may also be erected on the westerly side if needed. Diamondback E&P does have a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Diamondback E&P is requesting the following variances:

1. Requesting a variance for trees of 2”-3” in diameter due to having a greater survival rate over a five-year period and have a growth rate greater than the 4” diameter requirements.
2. Requesting a variance to have perimeter fence around the four well pad site and the ability to remove either fence around pad site if and when the construction of greater perimeter is deemed and replace fence meeting the requirement of the applicable ordinance.
3. Requesting a variance to a larger reserve pit being 445 ft. X 227 ft. for the drilling of four separate wells on drilling pad which will result in a smaller footprint to the surface versus four separate reserve pits.
4. Requesting a variance to the pit closure requirement with the option to use a green bio technology treatment which will result in a low percentage of hydrocarbons in soil in an environmentally friendly state.
5. Requesting a variance to the hours of operation for fracture stimulations and to allow for frac operations to occur during a 24-hour period which will include the use of lights during such operations.

Attachments: Applications, Location maps, Exhibit - Drill site maps, Exhibit – Flow Line Location.

Robert Patrick

City Manager’s Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO DIAMONDBACK E&P LLC ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 409 FEET AND 410 FEET NORTH OF THE GREEN TREE BOULEVARD EXTENSION AND BETWEEN 2,022 FEET AND 2,042 FEET WEST OF THE NORTH MIDKIFF ROAD EXTENSION); AND WAIVING THE REQUIREMENT OF A 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 applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance

with Section 6-1-23(H)(1), and a public hearing was held on February 9, 2021; 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 applications to drill oil and gas wells 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 permits to Operator to drill oil and gas wells 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 permits to Operator to drill oil and gas wells 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 permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

Billings Unit 807WB; and Missoula Unit 806WA;

located in Section 8, Block 39, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" and "B" and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

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., 2021, by

the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on March 23, 2021, considered the application of Diamondback E&P LLC ("Operator") dated November 24, 2020, 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 Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's BILLINGS UNIT 807WB oil and gas well shall be 2,022 feet from the east line and 310 feet from the south line, Section 8, Block 39, T-1-S, T&P RR. Co. 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 Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (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, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from March 23, 2021 through March 23, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator 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 Operator to act with impunity as to third parties, nor does it insulate Operator 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 Operator 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. Operator 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 Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR 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 OPERATOR 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.

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.

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, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 460 feet x 210 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the southerly side of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of March 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of March 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on March 23, 2021, considered the application of Diamondback E&P LLC ("Operator") dated November 24, 2020, 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 Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MISSOULA UNIT 806WA oil and gas well shall be 2,042 feet from the east line and 309 feet from the south line, Section 8, Block 39, T-1-S, T&P RR. Co. 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 Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (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, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from March 23, 2021 through March 23, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator 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 Operator to act with impunity as to third parties, nor does it insulate Operator 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 Operator 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. Operator 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 Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR 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 OPERATOR 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.

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.

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, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 460 feet x 210 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the southerly side of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of March 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of March 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
11/24/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
PAULA BRUNSON Regulatory Advisor	500 W. Texas Ave., Ste 1200 Midland, TX 79701	432-221-7442 Rep. Fax
Fee: $4,000.00 Rec'd Yes X No	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A: Joel Martin, Production Manager

24/7 Answering Services - No. 1 (Tele.): 432-699-9332 No. 2 (Tele.): 432-238-9969

Option B: Joel Martin 500 W. Texas Ave., Ste 1200
432-238-9969 Midland, TX 79701

Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A):*

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

(Same as above)

Other Permitted Wells in City *(ATTACH EXHIBIT B* [see § J(26)]).

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See attached.
2.
3.

ATTACHED AS EXHIBIT C is a *Take-off from Amanda Gray , a Certified Petroleum Landman,* indicating that Diamondback E&P LLC has a legal right to develop the mineral estate that is the subject of this Application. [See J(5)].

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Farming and pasture.

ATTACHED AS EXHIBIT D is *a Current Tax Roll from Midland Central Appraisal District* which lists the names and addresses of all surface owners within 860 feet of the surface well location. [See J(7)].

ATTACHED AS EXHIBIT E is a *(map / plat/ 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 / plat/ satellite/ aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: BILLINGS UNIT 807WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W.

Legal Description of Proposed Well Site:
SHL: 2022' FEL & 310' FSL, T&P RR Co Svy, Blk 39, T-1-S, Sec 8, A-719
BHL: 1047' FEL & 2590' FNL, T&P RR Co Svy, Blk 39, T-1-S, Sec. 17, A-37

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)].

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ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor is the electricity transmission provider. The actual electricity provider will be a function of the best available rates and reliability of the provider.

Description of water source to be used during Drilling:
Existing water wells location in Section 8, Blk 39, T&P RR Co Svy will be used. Other nearby wells will be used if needed. Trucking will also be used if needed.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

All electric lines will be overhead for the immediate future.

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

See Exhibit O.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

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ATTACHED AS EXHIBIT R is the required Insurance Certification. [See § J(19) and § K(3)].

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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)].

ATTACHED AS EXHIBIT V is Applicant's request for a variance to the hours of fracing operations.

Diamondback E&P LLC
[NAME OF COMPANY]

By Paula Brunson

Its Regulatory Advisor

State of Texas)

County of Midland)

Paula Brunson, Regulatory Advisor, personally appeared before me, and being first duly sworn, declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

CATHERINE NIBLO BRABHAM
Notary Public, State of Texas
Comm. Expires 11-14-2023
Notary ID 132253194

Catherine Niblo Brabham

Notary Public, State of Texas

[Seal]

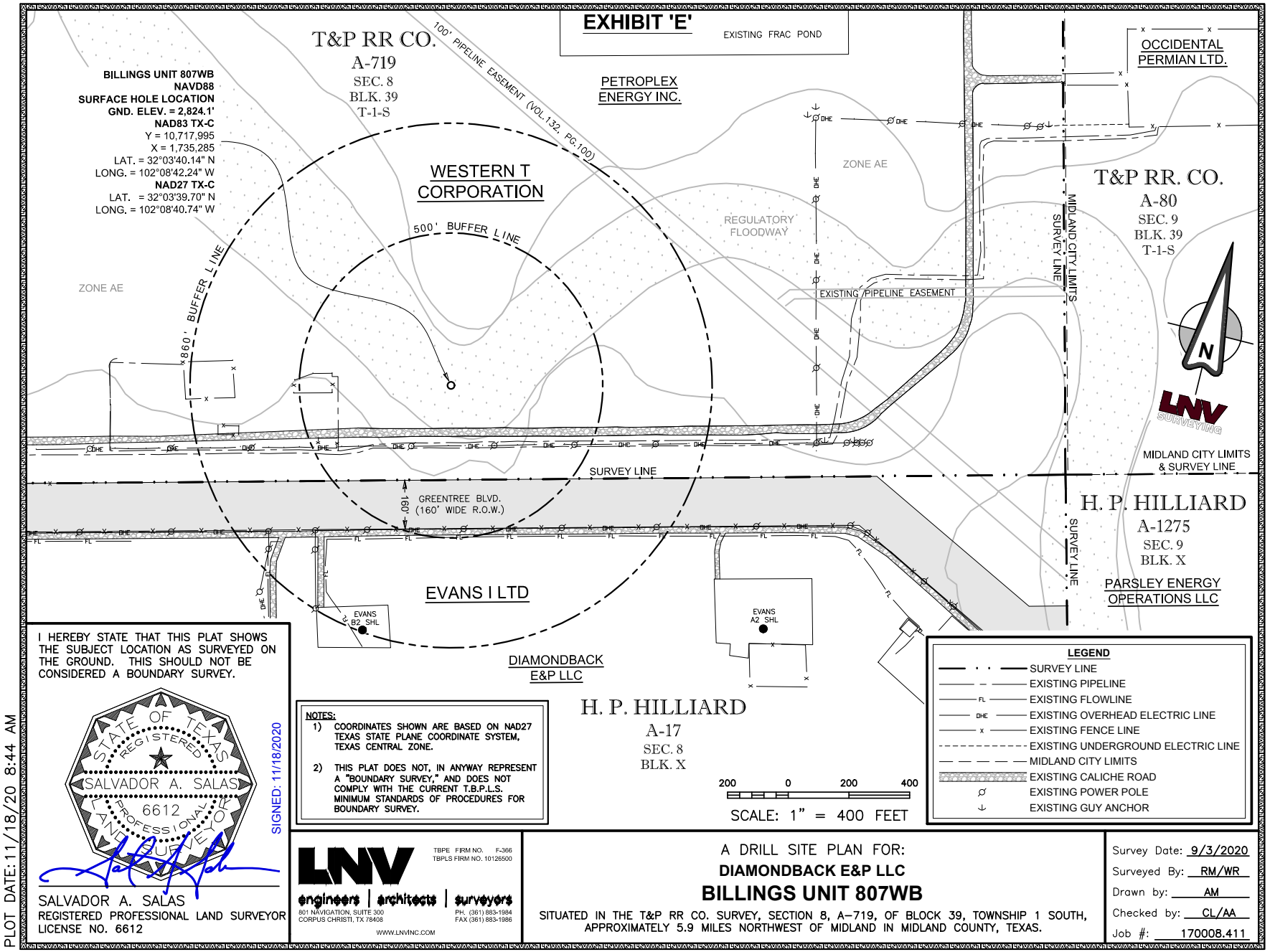
Attachment to
Application for Oil and Gas Permit

II. Mineral Ownership Billings Unit

Names and Addresses of Mineral Estate Lessors (under applicable lease):

Anguish Partnership P.O. Box 8015 Horseshoe Bay, TX 78657	Elaine Barnes P.O. Box 505 Midland, TX 79702
Barbara Hilseweck Wong, Trustee of The Barbara Hilseweck Wong Trust 1139 Waieli Street Honolulu, HI 96821-1244	GrayRock Minerals, LLC 5950 Cedar Springs Rd., Ste. 200 Dallas, TX 75235
Byrd McNeil Ball and Alice Hilseweck Ball, Trustees of The Ball Family Trust P.O. Box 12749 Dallas, TX 75225	Hilseweck Partnership 1139 Waieli Street Honolulu, HI 96821-1244
Carolyn J. Davis 3946 Freshwind Circle Westlake Village, CA 91361	Julie Ellen Barnes P.O. Box 505 Midland, TX 79702
Christine Barnes Mallams, a.k.a. Christine Motycka P.O. Box 505 Midland, TX 79702	McAfee Enterprises, L.P. P.O. Box 1087 Norman, OK 73070
Gloria R.A. Evans Ltd. P.O. Box 7962 Midland TX 79708	Mary Jane Lackey, as Trustee of the Trust Agreement of Mary Jane Lackey, dated November 20, 1998 1601 Ramona Drive Enid, OK 73703
Mary Turner P.O. Box 85 Mize, MS 39116	Mid Continental Exploration, Inc. P.O. Box 699 Sanger, TX 76266
Orman J. Hubbard, Jr. P.O. Box 512 Midland, TX 79702	Sidwell Oil & Gas, Inc. P.O. Box 9298 Amarillo, TX 79105
Steven C. Barnes P.O. Box 505 Midland, TX 79703	W. Carr Vincent 28 Springhill Road Des Moines, NM 88418
Terri Ann Williams, Trustee of Trust C 5230 Blodgett Ave. Downers Grove, IL 60515	Warwick Associates, L.C. P.O. Box 18405 Oklahoma City, OK 73154
Viper Energy Partners, L.L.C. 515 Central Park Drive, Suite 500 Oklahoma City, OK 73105	Evans Resources, L.P. P.O. Box 7962 Midland, TX 79708

Anguish Interests, LLC c/o Trust Division P.O. Box 2749 Longview, TX 75606	David Eric Ash 310 Berkeley Oak Shavano Park, TX 78230
Aspen Grove Royalty Company LLC P.O. Box 10588 Midland, TX 79702	Daniel J. Bates P.O. Box 162213 Austin, TX 78716
Brigham Minerals LLC 5914 W. Courtyard Dr., Ste. 200 Austin, TX 78730	Buckhorn Minerals III, LP 1800 Bering Drive, Ste. 1075 Houston, TX 77057
D&J Anguish Properties, Ltd c/o Trust Division P.O. Box 2749 Longview, TX 75606	D. Wynn Ent., LLC c/o Trust Division P.O. Box 2749 Longview, TX 75606
Jauer Energy LLC 25716 Creekside Cove Boerne, TX 78006	Primitive Petroleum Inc 4514 Robin Ln Midland, TX 79707
Santa Elena Minerals LP P.O. Box 2063 Midland, TX 79702	SBN 2015 Map, Ltd 5410 Bee Caves Rd. Austin, TX 78746
Richard W. Schmidt P.O. Box 50187 Austin, TX 79763	TX RIGG Resources, LLC P.O. Box 471192 Fort Worth, TX 76147
Turner Williams Family Rev Trust Donald W. Turner & Barbara T. Turner, Co-Trustees 4514 Tutbury Court Amarillo, TX 79119	Buckhorn Minerals III-QP, LP 1800 Bering Drive, Ste. 1075 Houston, TX 77057
Source Energy Leasehold, LP 3333 Welborn St., Ste. 400 Dallas, TX 75219	John Fontenot 10016 Sauve Oak Lane River Ridge, LA 70123
Lynn G. Harrison 808 Chrissys Cove Austin, TX 78733	Carol Wren 3300 Bee Caves Road #650-1151 Austin, TX 78746
Leander A. Reichle, Jr. P.O. Box 151 New Ulm, TX 78950	James P. Reichle, SSP P.O. Box 162893 Austin, TX 78716
SBN 2012 Energy Fund, Ltd 5410 Bee Caves Rd. Austin, TX 78746	CYS Investments, LLC c/o Clay Young Smith 56 Champions Run San Antonio, TX 78258
TTCZ Properties LLC c/o Wells Fargo Bank, N.A. Agent P.O. Box 40909 Austin, TX 78704	Amy Reichle, SSP 2952 Barton Skyway #482 Austin, TX 78746
John Christopher Dublin 5417 Fruitland Farm Rd. San Angelo, TX 76903	



I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATION AS SURVEYED ON THE GROUND. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS REGISTERED SALVADOR A. SALAS 6612 PROFESSIONAL LAND SURVEYOR

SIGNED: 11/18/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

NOTES:

1) COORDINATES SHOWN ARE BASED ON NAD27 TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.

2) THIS PLAT DOES NOT, IN ANYWAY REPRESENT A "BOUNDARY SURVEY," AND DOES NOT COMPLY WITH THE CURRENT T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEY.

LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

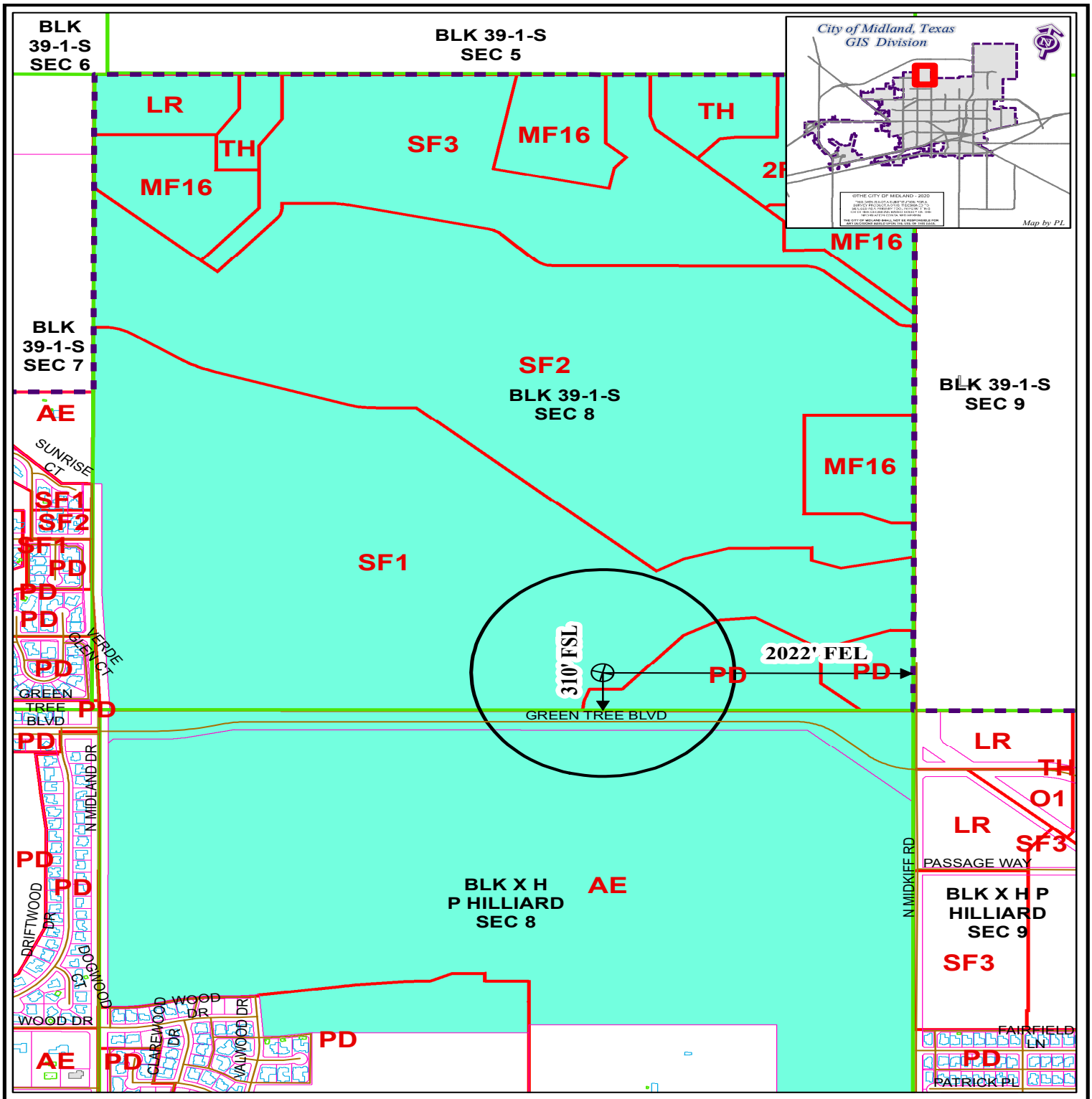
A DRILL SITE PLAN FOR:
DIAMONDBACK E&P LLC
BILLINGS UNIT 807WB
SITUATED IN THE T&P RR CO. SURVEY, SECTION 8, A-719, OF BLOCK 39, TOWNSHIP 1 SOUTH, APPROXIMATELY 5.9 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 9/3/2020
Surveyed By: RM/WR
Drawn by: AM
Checked by: CL/AA
Job #: 170008.411

PLOT DATE: 11/18/20 8:44 AM

U:\Diamondback EP\170008 MSA\411 Billings Unit 807WB Midland County\90-Survey\Drawings\411 Billings Unit 807WB City Exhibit E Final.dwg

PACKET
23.19
March 23, 2021



LOCATION AND ZONING MAP

Oil - 030512 - 2020 **Scale: 1" = 900'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 310' FSL and 2,022' FEL, Section 8, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 410 feet north of Green Tree Blvd. extension and 1,000 feet west of North Midkiff Road extension.

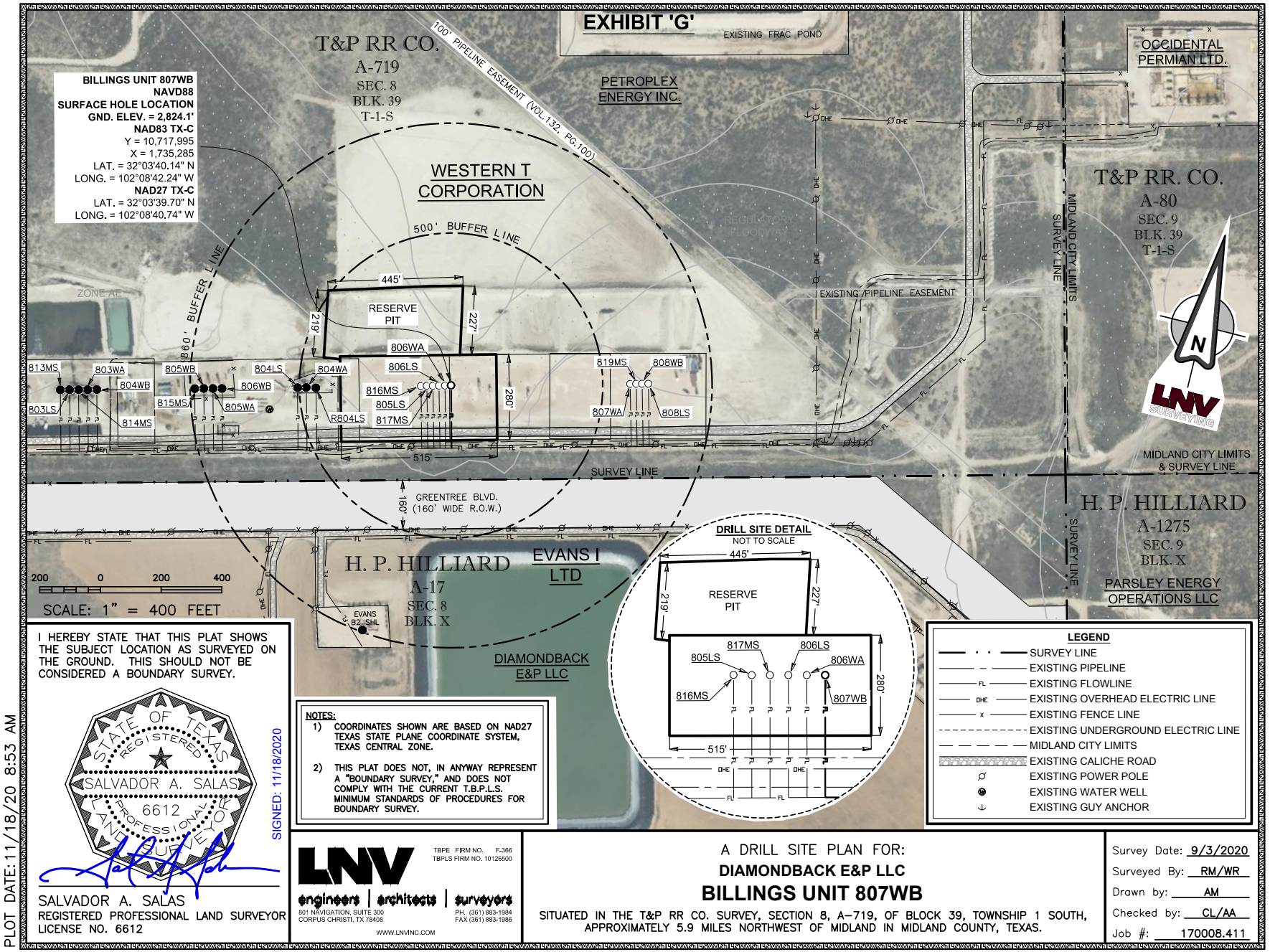
Billings Unit 807WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	N1	NEIGHBORHOOD SERVICE
1F, 1F2, 1F3	ONE-FAMILY DWELLING	R1, R2, R3	REGIONAL 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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STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
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PROFESSIONAL
LAND SURVEYOR

SIGNED: 11/18/2020

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engineers | architects | surveyors
TBPE FIRM NO. F-366
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WWW.LNVINC.COM

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U:\Diamondback EP\170008 MSA\411 Billings Unit 807WB Midland County\90-Survey\Drawings\411 Billings Unit 807WB City Exhibit G Aerial Rev1 F.dwg

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
11/24/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
PAULA BRUNSON Regulatory Advisor	500 W. Texas Ave., Ste 1200 Midland, TX 79701	432-221-7442 Rep. Fax
Fee: $4,000.00 Rec'd Yes X No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A: Joel Martin, Production Manager

24/7 Answering Services - No. 1 (Tele.): 432-699-9332 No. 2 (Tele.): 432-238-9969

Option B: Joel Martin 500 W. Texas Ave., Ste 1200
432-238-9969 Midland, TX 79701
Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A)*:

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(Same as above)

Other Permitted Wells in City *(ATTACH EXHIBIT B* [see § J(26)]).

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1. See attached.
2.
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ATTACHED AS EXHIBIT C is a *Take-off from Amanda Gray , a Certified Petroleum Landman*, indicating that Diamondback E&P LLC has a legal right to develop the mineral estate that is the subject of this Application. [See J(5)].

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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners. Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MISSOULA UNIT 806WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W.

Legal Description of Proposed Well Site:
SHL: 2042' FEL & 309' FSL, T&P RR Co Svy, Blk 39, T-1-S, Sec 8, A-719
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Diamondback E&P LLC
[NAME OF COMPANY]

By Paula Brunson

Its Regulatory Advisor

State of Texas)

County of Midland)

Paula Brunson, Regulatory Advisor, personally appeared before me, and being first duly sworn, declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

CATHERINE NIBLO BRABHAM
Notary Public, State of Texas
Comm. Expires 11-14-2023
Notary ID 132253194

Catherine Niblo Brabham

Notary Public, State of Texas

[Seal]

Attachment to
Application for Oil and Gas Permit

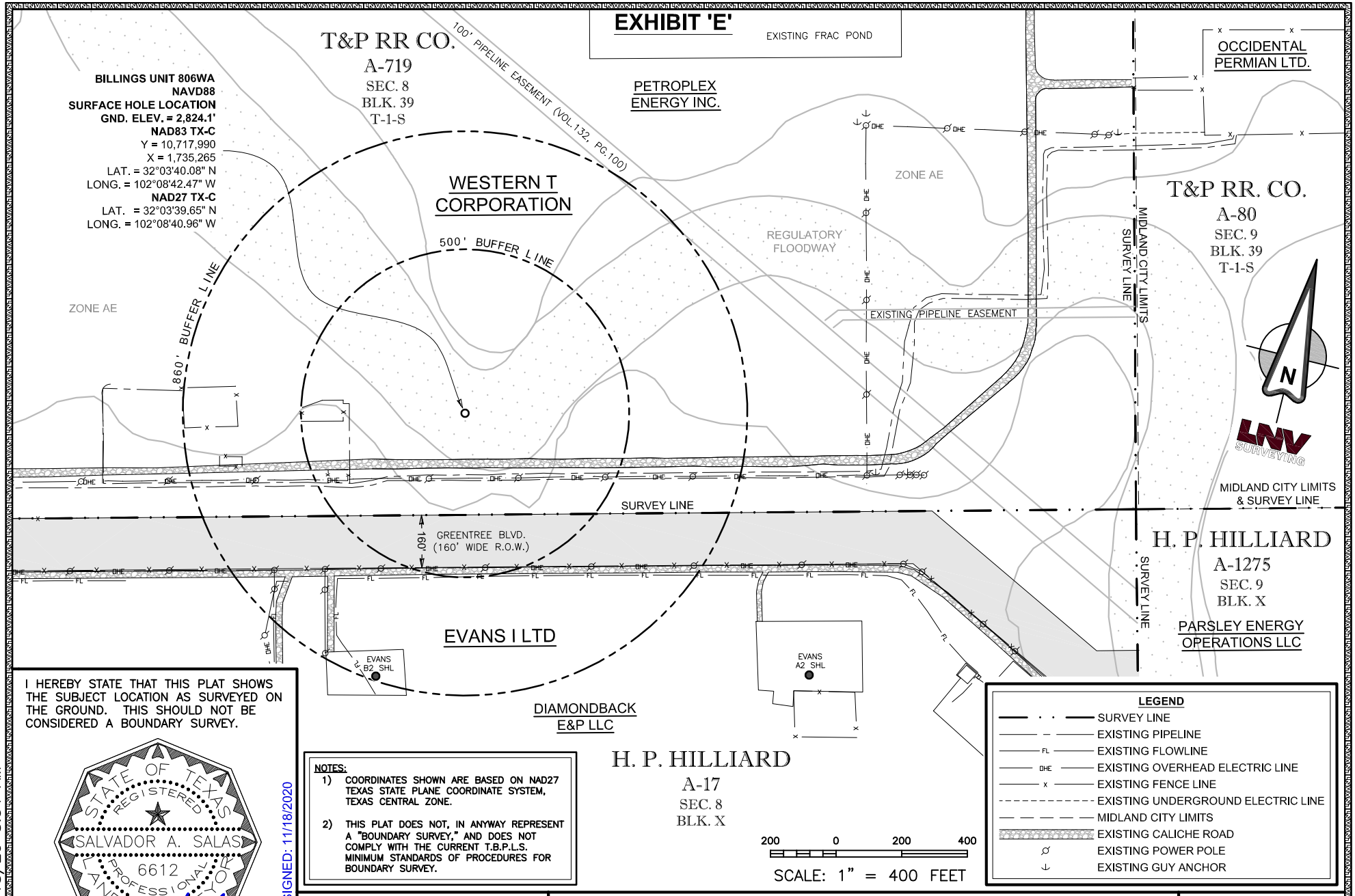
II. Mineral Ownership Missoula Unit

Names and Addresses of Mineral Estate Lessors (under applicable lease):

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Evans Resources, L.P. 3502 Mockingbird Ln Midland, TX 79707	D&J Anguish Properties, Ltd. 33819 Conroe Huffsmith Road Magnolia, TX 77354-5011
D. Wynn Ent., LLC 825 Good Springs Loop Willison, TN 38076	Anguish Interests, LLC 350 C.R. 2664 Eureka Springs, AR 72631
Brigham Minerals 5914 W. Courtyard Dr. Bridgepoint Plaza II, Ste. 200 Austin, TX 78730	SBN 2015 Map 5410 Bees Caves Rd. Austin, TX 78746
Clay Young Smith 56 Champions Run San Antonio, TX 78258	Jauer Energy, LLC 25716 Creekside Cove Boerne, TX 78006
David Eric Ash 310 Berkeley Oak Shavano Park, TX 78230	Buckhorn Minerals II, LLP 1800 Bering Dr, STE 1075 Houston, TX 77057
Alva Energy, LLC P.O. Box 10151 Midland, TX 79702	Sidwell Oil & Gas, Inc. P.O. Box 9298 Amarillo, TX 79105
Santa Elena Minerals, LP P.O. Box 2063 Midland, TX 79702	Texas Redhand, LLC P.O. Box 2840 Midland, TX 79702
Powers Acquisitions, LLC P.O. Box 470972 Fort Worth, TX 76147	RRIG Energy, LLC P.O. Box 471192 Fort Worth, TX 76147
Primitive Petroleum 4514 Robin Lane Midland, TX 79707	RRIG Permian I, LLC P.O. Box 471195 Fort Worth, TX 76147
Barbara Hilseweck Wong, Trustee of The Barbara Hilseweck Wong Trust P.O. Box 12749 Dallas, TX 75225	Carolyn J. Davis 3946 Freshwind Circle Westlake Village, CA 91361
Gloria R.A. Evans Ltd. P.O. Box 7962 Midland TX 79708	Aspen Grove Royalty Company, LLC P.O. Box 10588 Midland, TX 79701

Byrd McNeil Ball and Alice Hilseweck Ball, Trustees of The Ball Family Trust P.O. Box 12749 Dallas, TX 75225	Elaine Barnes P.O. Box 505 Midland, TX 79702
Donald W. Turner and Barara Theresa Turner Co-Trustees of the Ball Family Trust 4514 Tutbury Court Amarillo, TX 79119	GrayRock Minerals, LLC 5950 Cedar Springs Rd Dallas, TX 75235
John R. Michener and/or John M. Michener, JTWROS 1908 Midcress Plano TX 75075	Hilseweck Partnership P.O. Box 12749 Dallas, TX 75225
Julie Barnes and Christine Motycka, Co-Trustees of the Laurie B. Barr Family Trust Wells Fargo Bank, N.A, Agent for the Laurie Barr Family Trust P.O. Box 1959 Midland, TX 79702	Julie Ellen Barnes P.O. Box 505 Midland, TX 79702
Mary Jane Lackey, as Trustee of the Trust Agreement of Mary Jane Lackey, dated November 20, 1998 1601 Ramona Drive Enid, OK 73703	McAfee Enterprises, L.P. Attn: Mark Williams P.O. Box 1087 Norman, OK 73070
Mary Turner P.O. Box 85 Mize, MS 39116	Warwick Associates, L.C. P.O. Box 18405 Oklahoma City, OK 73154
Mid Continental Exploration, Inc. P.O. Box 699 Sanger, TX 76266	W. Carr Vincent 28 Springhill Road Des Moines, NM 88418
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Steven C. Barnes P.O. Box 505 Midland, TX 79703	Viper Energy Partners 500 W. Texas Ave, Ste. 1200 Midland, TX 79701
Terri Ann Williams, Trustee of Trust C 1100 S. Pickard Norman, OK 73069	

EXHIBIT 'E'



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STATE OF TEXAS
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6612
PROFESSIONAL
LAND SURVEYOR

SIGNED: 11/18/2020

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LEGEND

- SURVEY LINE
- EXISTING PIPELINE
- FL — EXISTING FLOWLINE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- x — EXISTING FENCE LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- MIDLAND CITY LIMITS
- EXISTING CALICHE ROAD
- EXISTING POWER POLE
- EXISTING GUY ANCHOR

LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

A DRILL SITE PLAN FOR:

DIAMONDBACK E&P LLC

MISSOULA UNIT 806WA

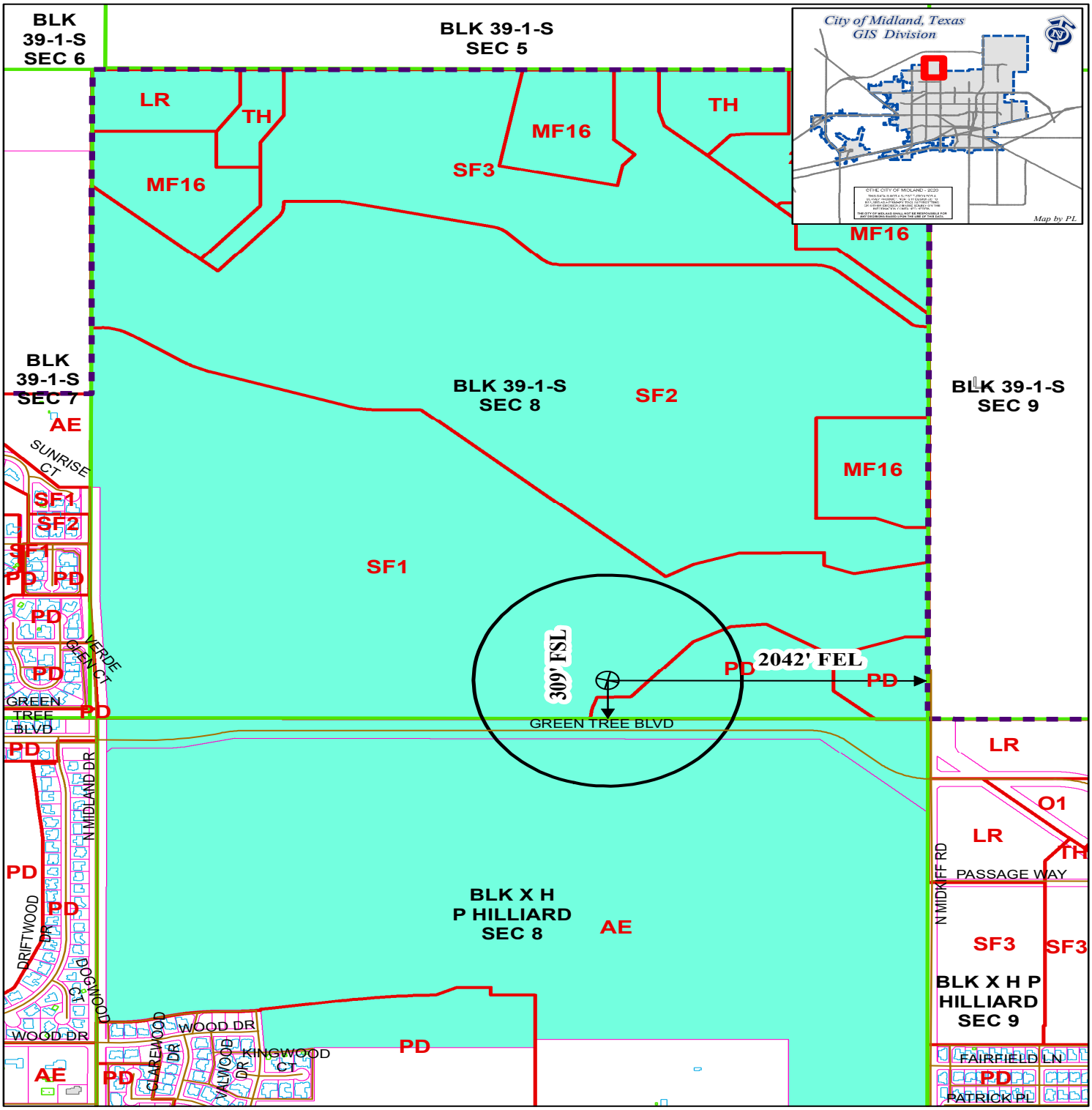
SITUATED IN H&TC RR CO. SURVEY, SECTION 8, A–719, OF BLOCK 39, TOWNSHIP 1 SOUTH, APPROXIMATELY 5.9 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 9/3/2020
Surveyed By: RM/WR
Drawn by: AM
Checked by: CL/AA
Job #: 170008.412

PLOT DATE: 11/18/20 8:54 AM

PACKET 212 March 23, 2021

U:\Diamondback EP\170008 MSA\412 Missoula Unit 806WA Midland County\90–Survey\Drawings\412 Missoula Unit 806WA City Exhibit E– F.dwg



LOCATION AND ZONING MAP

Oil - 030515 - 2020 **Scale: 1" = 900'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 309' FSL and 2,042' FEL, Section 8, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 409 feet north of Green Tree Blvd. extension and 1,044 feet west of North Midkiff Road extension.

Missoula Unit 806WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	N1	NEIGHBORHOOD SERVICE
1F, 1F2, 1F3	ONE-FAMILY DWELLING	C1, C2	GENERAL 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

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on March 23, 2021, considered the application of Diamondback E&P LLC ("Operator") dated November 24, 2020, 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 Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's BILLINGS UNIT 807WB oil and gas well shall be 2,022 feet from the east line and 310 feet from the south line, Section 8, Block 39, T-1-S, T&P RR. Co. 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 Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (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, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from March 23, 2021 through March 23, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator 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 Operator to act with impunity as to third parties, nor does it insulate Operator 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 Operator 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. Operator 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 Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR 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 OPERATOR 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.

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.

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, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 460 feet x 210 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the southerly side of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of March 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of March 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

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The location of Operator's MISSOULA UNIT 806WA oil and gas well shall be 2,042 feet from the east line and 309 feet from the south line, Section 8, Block 39, T-1-S, T&P RR. Co. 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 Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (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, including, but not limited to, Subsections (K) through (Z).

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of March 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of March 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

City Council Meeting

Item Number: 24

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: Motion approving a proposed Preliminary Plat of Grassland Estates West, Section 12, being a plat of a 99.1985-acres tract of land located in Sections 35 and 36, Block 40, T-1-S T&P RR. Co. Survey, Midland County, Texas (Generally located on the north side of West State Highway 158, approximately 11 feet west of Brandy Hill Road. Extraterritorial Jurisdiction) (DEVELOPMENT SERVICES)

Purpose:

The property owner, Grasslands IV, Ltd is proposing to plat a 99.1985-acre tract of land located in Section 35, Block 40, T&P RR Co. Survey, City and County of Midland County, Texas, into one hundred and fourteen (114) lots for a residential subdivision. Since this plat is larger than 25 acres, approval by the City Council is required.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

Extraterritorial Jurisdiction.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

SURVEYOR: (Approved)

Check with City Engineer to verify boundary/row needs.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Ok as shown.

ROW: Wadley Ave ROW should be displayed. Southern street should not intersect on Wadley Ave. ROW. and it is also missing a street name. Comply with Transportation comments.

PAVING: Future Wadley Ave. will be paved in the future. All subdivision streets in Grasslands subdivision to be paved to the COM standards.

WATER: None existing. Construct to City standards along entire platted frontage, serving all lots with looped system. Water pressure and volume studies are required for all developments over 5 acres, serving 20 residences or more or multi-family sites, per Policy Statement.

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test.

PRO RATA: NONE

SEWER: None existing. Construct to City standards along entire platted frontage, serving all lots within the subdivision and to adjacent lot lines along exterior roadways. Sewer capacity studies are required for all developments over 5 acres, serving 20 residences or more or multi-family sites, per Policy Statement .

DRAINAGE: **** Drainage study required. FEMA Firm data (zone, firm number, date) to be on plat face. If Drainage study exists, show compliance with approved drainage study by adding a note.

"Comply with the existing drainage analysis titled (Title Name) sealed by (Engineer Name), P.E. and approved by the City of Midland on (Date), or any revisions, corrections, amendments, or replacements of this drainage analysis that are approved by the City of Midland."

EASEMENTS: Show existing and proposed include all drainage easements displayed on previous plats for Grasslands Estates.

SIDEWALKS: Sidewalks required on collector/arterial roadways, along common areas and ADA ramps required at corners before public infrastructure is accepted.

DIMENSION: * * *

OTHER: * * * City Engineer's comments- Include drainage easements across the commercial lot area to formalize the drainage path to the proposed City ROW.

On a separate document or email, explain why you are showing Stonehawk property on the plat without their signature block. If you add it, then show the existing easement, that was filed by separate instrument, to be removed.

Move labels for WADLEY AVENUE to the north side of the boundary line.

Explain why the ROW near Stonehawk does not line up with the final plat for Section 11.

Ensure that the corner clip at Section 27, Lot 8 can accommodate a trash truck turning radius.

Additional Comments from Engineering Department:

1. Utilities are shown on the first sheet, but not the second, so comments about the second sheet utilities might be impacted by this.

2. All water mains must be looped. Dead-end water mains in cul-de-sacs will not be allowed. Any easements needed to accomplish this must be identified as Public Utility or Public Water easements in the plat.

3. I don’t see any way for the future retail lots to get water except to have a water main run along Wadley. We were specifically told this wasn’t needed because there would be a parallel road behind these lots and water service would be provided from there. We will not allow service to be provided from a water main in an alley. We have no plans at present to extend water along Wadley Avenue, and placing the water after the road is paved would mean cutting a brand new arterial. This needs to be hammered out and finalized before this plat is allowed to proceed any further.

a. The same issue is apparent in the second plat sheet.

4. The water main extension from the top of the first sheet beyond the plat limits requires a public water easement to cross the private property as shown.

5. The public wastewater is outside the alley ROW at the upper corner of the first plat sheet, and a Public Wastewater or Public Utility easement is required to address this.

6. Drainage pattern shown on the first plat sheet does not match the planned Wadley Avenue drainage pattern. Additionally the number of drainage crossings across an arterial needs to be minimized,

not maximized. At a minimum there should only be one storm drain crossing Wadley Avenue for this part of the development, not two as shown, and the location of the crossing needs to match the location that works for Wadley Avenue. This is especially true as I suspect that the underground pipes shown are not capable of conveying the 100-year event, which means we have both surface and subsurface crossings being proposed across one of the busiest arterials in Midland. When the crossing is consolidated to 1 location the easement for it should be designated a Public Drainage Easement on the plat.

a. The same issue is shown on the second plat sheet. Too many crossings of Wadley, too close together, and probably some or all are both surface and subsurface crossings in 100-year events.

7. No angled storm drain lateral connections. Storm laterals are to connect at 90-deg to the main storm drain and there is to be a manhole/junction box at the connection to the main storm drain.

8. The easement for utilities and drainage at the bottom-left corner of the second plat sheet needs to be labeled as a Public Drainage & Utility Easement on the plat.

9. This is more of a Planning issue, but Lots 45 and 46 being double-fronted like they are doesn't seem ideal.

10. The label that says "to be dedicated to the City of Midland" is misleading. It needs to say public right of way or dedication to the City of Midland.

The area dedicated to the City of Midland is slightly inconsistent with the public utility easement we just acquired from Mr. Graham. The discrepancies are very small. They may want to double check that. The main widths along the both the Draw alignment and the Wadley Road alignment are consistent though.

TRANSPORTATION: (Approved with Conditions)

STREET NAME AND TRAFFIC CONTROL SIGN FEE – Estimated fee due at Final Plat submittal = 12 new intersections created at $500/intersection = $6000. Fee shall be adjusted based on number of intersections if Final Plat is phased.

TxDOT comment, "Access for the area labeled Future Commercial should only be to the proposed Wadley Ave. and not to SH 158. Post development runoff and drainage should not increase from pre-development conditions."

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review.

FIRE: (Approved)

No comments.

CODE COMPLIANCE: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

PLANNING:

The legal description should read, “Being a plat of a 99.20 acres tract of land located in Sections 35 and 36, Block 40, T-1-S, T&P Co. Survey, Midland County, Texas.”

Provide lot numbers for lots in Block 19 adjacent to Thistle Drive. They should be 48 through 52.

Why are 15-foot front yard setbacks being proposed? 15 foot front yard setbacks should only be shown for cul de sac lots. Otherwise, the setbacks should comply with the requirements of the zoning ordinance.

Provide lot and block numbers for the proposed regional retail lots.

Lots 28 through 30 adjacent to Kirkwood Drive should be in Block 20, not 2C.

The property owner information on the application and plat face should match with what is on record at the Midland Central Appraisal District.

Rename the proposed Woodland Drive as one already exists.

Staff recommends approval of the Preliminary Plat of Grassland Estates West, Section 12, subject to conditions A through D.

Conditions:

A. That the technical items listed above are addressed.

B. That a drainage study is approved.

C. That all required public improvements are addressed.

D. All plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filling for recording with the County Clerk of Midland County, Texas.

Attachments:

Proposed Preliminary Plat
Application
Maps

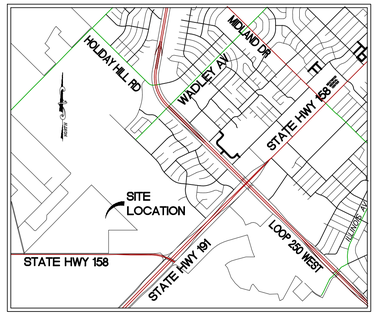
Robert Patrick

City Manager’s Office

PRELIMINARY PLAT

GRASSLAND ESTATES WEST, SECTION 12

BEING A PLAT OF A 99.20 ACRE TRACT OF LAND LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS



VICINITY MAP
(NOT TO SCALE)

Parcel Line Table		
Line #	Length	Direction
L1	39.26'	S 30°17'37" W
L2	28.30'	S 75°56'28" W
L3	56.44'	N 59°04'16" W
L4	139.92'	S 30°55'01" W
L5	30.01'	N 59°04'41" W
L6	60.00'	S 30°55'44" W
L7	28.29'	S 14°03'57" E
L8	60.00'	S 59°04'48" E
L9	28.28'	N 75°55'12" E
L10	119.09'	S 59°04'42" E
L11	159.85'	S 59°06'24" E
L12	121.81'	S 21°21'52" W
L13	190.08'	S 30°36'50" W
L14	70.88'	N 14°04'48" W
L15	65.02'	S 59°02'26" E
L16	70.88'	N 14°04'48" W
L17	70.16'	N 51°58'36" W

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, GRASSLANDS IV, LTD. is the record owner of a 72.1473 acre tract of land situated in SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY, City & County of Midland, Texas,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, ROBERT GRAHAM of GRASSLANDS IV, LTD., being the owner of the land shown on this plat designated as GRASSLAND ESTATES WEST, SECTION 12, an Addition to the City of Midland, Midland County, Texas and whose name is subscribed hereto, do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon; and do hereby give an easement of ingress and egress to the City of Midland for garbage and trash collection, and location and maintenance of trash containers and access thereto, and condition said easement that no construction shall commence on said lot or lots until the exact location of said containers therewith have been selected and approved by the Director of Utilities.
WITNESS my hand at Midland, Texas, this

the_____day of _____, 2021.

_____
By: ROBERT GRAHAM of GRASSLANDS IV, LTD.

ACKNOWLEDGEMENT

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, ROBERT GRAHAM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as the authorized agent of GRASSLANDS IV, LTD., and that he executed the same 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 _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

Preliminary, this document shall not be recorded for any purpose.

KERRY M. HOEFNER, RPLS 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

_____ Print Name:
ATMOS ENERGY

_____ Print Name:
ONCOR ELECTRIC DELIVERY

_____ Print Name:
SUDDENLINK

_____ Print Name:
GRANDE COMMUNICATIONS

_____ Print Name:
AT&T-TEXAS

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "GRASSLAND ESTATES WEST, SECTION 12, was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this

the___ day of_____ 2021.

_____
REGGIE LAWRENCE, CHAIRMAN

_____
CRISTINA ODENBORG BURNS, SECRETARY

INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE PERMITTING PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET ___,

DATE: _____ PAGE ___.

OWNER:
GRASSLANDS IV, LTD.
5908 Homestead Blvd
Midland, TX 797072115

LEGEND

- DENOTES SET 1/2-INCH IRON ROD WIRED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND 1/2-INCH IRON ROD WIRED PLASTIC CAP MARKED "WEST CO. MIDLAND" UNLESS FOUND MONUMENT IS OTHERWISE NOTED
- DENOTES FLOODWAY BOUNDARY
- DENOTES ZONE AE - REGULATORY FLOODWAY
- DENOTES ZONE AE - WITH BASE FLOOD ELEVATION
- DENOTES BOUNDARY LINE
- DENOTES LOT LINE
- DENOTES RIGHT OF WAY (R.O.W.) DEDICATION
- DENOTES EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES MATCH LINE

NOTICE:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. COORDINATES, BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983.
4. WITH REFERENCE TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR HOWARD COUNTY, MAP NO. 48329C0068F, REVISED 9/16/05 TO REFLECT LOMR, EFFECTIVE DATE: 3/10/14, THIS SURVEYOR HAS DETERMINED THAT THIS PROPERTY IS LOCATED IN ZONE "AE". THIS DETERMINATION SHALL NOT CREATE A LIABILITY UPON SAID SURVEYOR.

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

MARCH 2021

GRASSLAND ESTATES WEST, SECTION 12

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D:\CIVIL DRAWINGS\2020\2020-0252\PLATS\PRELIMINARY PLAT\HOEFNER PREL PLAT 3-8-21\2020-0252-PRELIM PLAT 03-08-21.DWG

PACKET
24.6
March 23, 2021

PRELIMINARY PLAT

GRASSLAND ESTATES WEST, SECTION 12

BEING A PLAT OF A 99.20 ACRE TRACT OF LAND LOCATED IN SECTION 35, BLOCK 40, T-1-S,
T & P RR Co. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

MATCH LINE Pg.1

MATCH LINE Pg.1

Parcel Line Table		
Line #	Length	Direction
L1	39.26'	S 30°17'37" W
L2	28.30'	S 75°56'28" W
L3	56.44'	N 59°04'16" W
L4	139.92'	S 30°55'01" W
L5	30.01'	N 59°04'41" W
L6	60.00'	S 30°55'44" W
L7	28.29'	S 14°03'57" E
L8	60.00'	S 59°04'48" E
L9	28.28'	N 75°55'12" E
L10	119.09'	S 59°04'42" E
L11	159.85'	S 59°06'24" E
L12	121.81'	S 21°21'52" W
L13	190.08'	S 30°36'50" W
L14	70.88'	N 14°04'48" W
L15	65.02'	S 59°02'26" E
L16	70.88'	N 14°04'48" W
L17	70.16'	N 51°58'36" W

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "WEST CO. MIDLAND", UNLESS FOUND MONUMENT IS OTHERWISE NOTED
- DENOTES FLOODWAY BOUNDARY
- DENOTES ZONE AE - REGULATORY FLOODWAY
- DENOTES ZONE AE - WITH BASE FLOOD ELEVATION
- DENOTES BOUNDARY LINE
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- DENOTES MATCH LINE

© COPYRIGHT 2020 ALL RIGHTS RESERVED

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET _____
DATE: _____ PAGE _____

OWNER:
GRASSLANDS IV, LTD.
5908 Homestead Blvd
Midland, TX 79707-2115

SURVEYORS - ENGINEERS - PLANNERS,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

WEST COMPANY

FEBRUARY 2021

GRASSLAND ESTATES WEST, SECTION 12

D:\CIVIL DRAWINGS\2020\2020-0252\PLATS\PRELIMINARY PLAT\HOEFNER PREL PLAT 3-8-21\2020-0252-PRELIM PLAT 03-08-21.DWG

PACKET
24.7
March 23, 2021

MIDLAND Planning Division

Preliminary Plat Application

Project Number: SUB-20-0369
Case Number: P-21-1024

Proposed Subdivision Plat Name: GRASSLAND ESTATES WEST, SECTION 12

Legal Description (attached sealed Metes and Bounds): BEING A PLAT OF A 99.1985 ACRE TRACT OF LAND LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

Property Owner Printed Name: GRASSLANDS IV, LTD.		Phone (432) 697-9866 Email	
Address 5908 HOMESTEAD BLVD.	City MIDLAND	State TX	Zip 797072215

Developer *(if different than Owner)* Printed Name: Robert Graham		Phone (432)697-9866 Email	
Address 5908 HOMESTEAD BLVD.	CityMIDLAND	State TX	Zip 797072215

Representative *(if acting as Agent, see affidavit on page 2)* Firm: WEST COMPANY OF MIDLAND, LLC Printed Name: LARRY H. WALKER, P.E.		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 110 W. LOUISIANA AVE., STE #110	City MIDLAND	State TX	Zip 79701

Current Zoning: SF1

Reason for Platting: TO DEVELOPE RESIDENTIAL SUBDIVISION

Plat Information	Total Acreage: 99.1985 acres
Type: X Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ☐ Extraterritorial Jurisdiction (ETJ)	
Number of Lots: 114	Number of Multi-Family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the City of Midland

Request for a Development Agreement

Do you expect to request a development agreement with the City? _ Yes X No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved***, or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature):	Date: 2-3-21
Property Owner (printed): Robert Graham	

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Larry H. Walker who, being by me duly sworn, upon oath says: That (s)he is authorized by Robert Graham 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 3rd day of February, 20 21, to certify which witness my hand and seal of office.

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

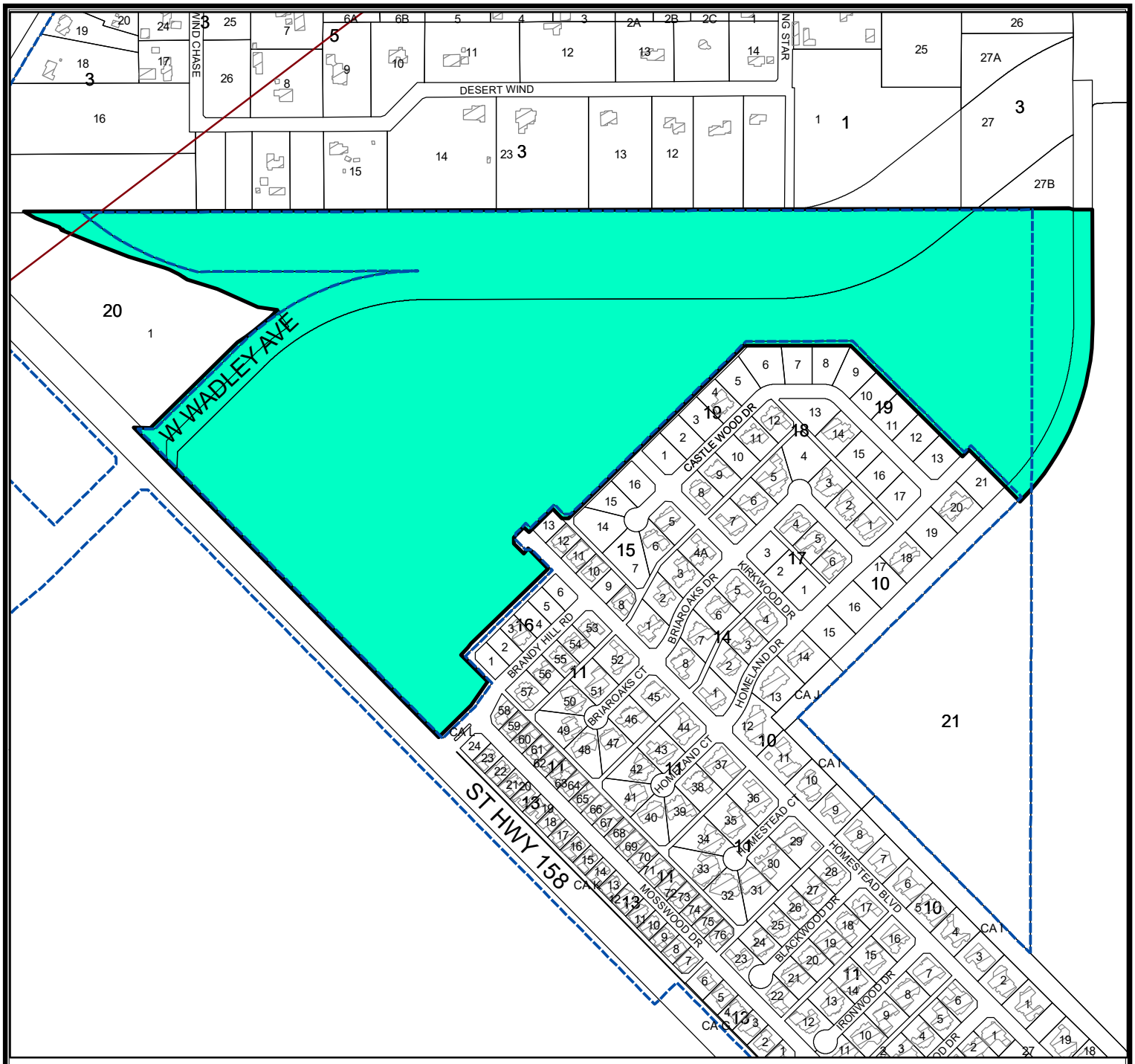
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ 1 Copy of Dimensioned Plat	☐ Plat in Digital Format (PDF/JPEG)
☐ Application Fee	☐ 1 Copy of Plat (11x17)	
Check #_____		

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



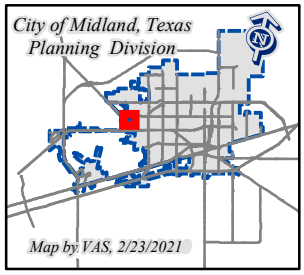
LOCATION MAP

SUB-20-0369 **Scale: 1" = 600'**

Proposed preliminary plat of Grasslands Estates West, Section 12, being a plat of a 99.1985-acre tract of land located in Sections 35 and 36, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas.
Generally located on the north side of W. State Highway 158 approximately 11 feet west of Brandy Hill Road. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT IS DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

March 23, 2021

City Council Meeting

Item Number: 25

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: A motion approving a proposed Preliminary Plat of Truelove Addition being a plat of a 60.57-acre tract of land located in Section 38, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas (Generally located on the south side of East Interstate 20, approximately 2,100 feet northeast of Loop 250. Extraterritorial Jurisdiction) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Newton Engineering, is requesting to plat a 60.57-acre tract of land located in Section 38, Block 38 T-1-S, T&P RR Co. Survey, into one (1) lot for development.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

ETJ, Extraterritorial Jurisdiction

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015

International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

SURVEYOR: (Approved)

Check the coordinate value for the POB.

ENGINEERING: (Approved with Conditions)

Conditions: Drainage study has not been approved. No Utility or Paving plan set approved. For county, provide a public infrastructure plan set or provide a deferral letter for public improvements.

ROW: TxDOT review is being requested.

PAVING: SCR 1130 is sub-standard, construct to City Standards for entire platted frontage or request a deferral. Interstate 20 Frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required.

WATER: None existing. Construct water to City standards along entire platted frontage, or request a deferral based on located in the South Midland Utility District.

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test.

PRO RATA: “None”

SEWER: None existing. Construct wastewater to City standards along entire platted frontage, or request a deferral.

Per TAC Title 30, Part 1 Chapter 285 Subchapter A, Rule 285.4(a) (1) (A) Areas served by public water systems shall have lots of at least ½ acre.

Per TAC Title 30, Part 1 Chapter 285 Subchapter A, Rule 285.4(a) (1) (B) Areas NOT served by public water systems shall have lots of at least 1 acre.

DRAINAGE: Drainage study required.

EASEMENTS: Show existing and proposed.

SIDEWALKS: Required at building permit. However, subdivision located in county so request a deferral.

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

TxDOT review is being requested.

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review.

No objections to plat.

FIRE: (Approved)

No comments.

CODE COMPLIANCE: (Approved)

Not in the City limits- no oil or gas jurisdiction.

HEALTH DEPARTMENT:

Yes, the health department will review application from the 1 proposed lot of Truelove Addition, PLAT OF A 60.57 ACRE TRACT OF LAND OUT OF 12.62 ACRE TRACT OF LAND AS DESCRIBED IN 2013-4223 OPRMCT A 25.83 ACRE TRACT OF LAND AS DESCRIBED IN VOL 1079 PG 151 AND 7.13 ACRE TRACT AND A 5 ACRE TRACT OF LAND AS DESCRIBED IN 2021-26729 OPRMCT ALL IN SECTION 38, BLOCK 38,T-1-S, T. & P. RR. CO. SURVEY the lot is 60.57 acre to ensure the proposed plans on the application for the septic system will meet the setbacks from the water wells on the property and the water wells on the adjacent properties.

MIDLAND COUNTY:

At this stage my only two comments would be that access seems very limited to a majority of the property. Secondly, there are some flood management considerations in this area that should include a flood study with the Plat.

They will need permit to tie into the County road from Road & Bridge.

PLANNING:

Verify northings and eastings. The POB does not register anywhere near this location and the point in the northeast corner of the map seems to be shifted approximately 45 feet to the northwest.

Remove topography and other site details from the face of the plat.

Verify property ownership. The Midland Central Appraisal District shows Titan Petroservices, LLC as a property owner.

This plat is over 25-acres and meets the conditions in Section 11-2-3 (D) 11 of the Subdivision Ordinance of the City of Midland Code; therefore, this plat requires City Council approval.

This request was recommended for approval at the February 1, 2021 Planning and Zoning Commission Meeting.

Staff recommends approval of the preliminary plat of Truelove Addition, subject to conditions A through D.

Conditions:

A. That the technical items listed above are addressed.

B. That the required infrastructure improvements are addressed.

C. That a drainage study is approved.

D. All plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filling for recording with the County Clerk of Midland County, Texas.

Attachments:

Proposed Preliminary Plat
Application
Maps

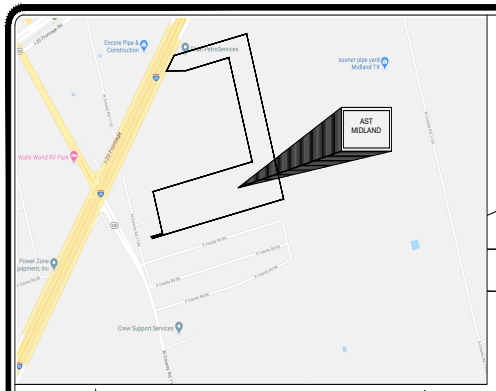
Robert Patrick

City Manager's Office

PRELIMINARY PLAT

TRUELOVE ADDITION

A PLAT OF A 60.57 ACRE TRACT OUT OF A 12.62 ACRE TRACT OF LAND AS DESCRIBED IN 2013-4223 OPRMCT, A 35.83 ACRE TRACT OF LAND AS DESCRIBED IN VOL 1079, PG. 151, AND A 7.13 ACRE TRACT AND A 5.00 TRACT OF LAND AS DESCRIBED IN 2021-26729 OPRMCT ALL IN SECTION 38, BLOCK 38, T-1-S, T&P RR CO SURVEY MIDLAND COUNTY, TEXAS



LOCATION MAP
N.T.S.

GRAPHIC SCALE
0 200' 400'
(IN FEET)
1 inch = 200 ft.

LEGEND
- RR Spike Found
- Property Corner found (see description)
- 1/2" Iron rod set
- Water Line
- Underground Electric
- Overhead Electric
- Existing Fence Line
- Power Pole
- Oil Flow Line
- Water Well
- Existing Asphalt Paving
- Existing Concrete Driveway
- Existing Caliche Paving

N29° 47' 52"E 269.92'
N89° 53' 49"W 341.03'
N75° 32' 16"E 1345.57'
S75° 23' 56"W 802.53'
N14° 33' 16"W 1668.37'
S14° 32' 15"E 2645.47'
N75° 28' 07"E 1838.51'
N14° 24' 46"W 671.12'
N75° 56' 50"E 201.60'
N32° 11' 49"W 30.35'
S75° 31' 05"W 2433.56'

½" IRON ROD W/ CAP (PERCHERON LLC)
½" IRON ROD W/ RED CAP (RPLS 5715)
½" IRON ROD
½" IRON ROD W/ CAP (PERCHERON LLC) N:10708923.94 E:1786433.49
½" IRON ROD W/ RED CAP (RPLS 5715)
½" IRON ROD W/ RED PLASTIC CAP MARKED "TRANS TEXAS"
2" METAL FENCE CORNER
POB FOUND ½" IRON PIPE N:10687683.74 E:1703496.77

LOT 1 60.57 AC
LOT 1 BLOCK 5
BLOCK 1

SPIRAL ENERGY CORPORATION CALLED 5.12 ACRES DOCUMENT NO. 2011-540 OPRMCT
PHILLIPS CASING & TUBING CALLED 20.05 ACRES VOL 1110, PAGE 572 OPRMCT
MILLER DONNA GAYLE ET AL CALLED 77.66 ACRES VOL 979, PAGE 152 OPRMCT
SOONER PIPE LLC CALLED 150 ACRES 2012-15410 OPRMCT
LUIS ALBERTO SOTO CALLED 2 ACRES 2013-3003 OPRMCT
MATTHEW JAMES MEDLEY CALLED 2 ACRES 2017-22205 OPRMCT
RANDALL L HENSON CALLED 2 ACRES 2012-4780 OPRMCT
RANDALL L HENSON CALLED 1 ACRES 2011-13015 OPRMCT
RANDALL L HENSON CALLED 1 ACRES 2011-13015 OPRMCT
EDNA DUNN CALLED 150.65 ACRES NO DEED INFORMATION
EASTWOOD SUBDIVISION (UNRECORDED)
EX. OIL WELL BY TRUELOVE "D"
PLUGGED OIL WELL TRUELOVE #1
EXISTING WATER WELL
EX. POWER POLE
EXISTING WATER WELL
I-20 SERVICE ROAD (VARIABLE R.O.W.)
N.C.R. 1130 (VARIABLE R.O.W.)
LOOP 250 (VARIABLE R.O.W.)
LINE OF FENCE
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 & 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 14 LOT 15 LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, Advanced Stimulation Technologies, Inc. is the record owner of a 60.57 acre tract out of Section 38, Block 38, T-1-S, T&P RR CO Survey as described in Document #2013-4223 and Vol. 1079, Page 151 Midland County Deed Record Midland County, Texas and being more particularly shown hereon:

Now, therefore, know all men by these present:

That I, Joey Fields, do hereby adopt this plat designating the hereinabove described property as Truelove Addition, an addition to the City of Midland, Texas, and hereby dedicate to the public use forever of the streets and easements shown hereon.

WITNESS our hands at Midland, Texas, this the _____day of _____, 2021

_____
Advanced Stimulation Technologies, Inc
Joey Fields, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF MIDLAND

This plat was acknowledged before me on _____, 2021 by Joey Fields.

_____
Notary Public, State of Texas

OWNER:

ADVANCED STIMULATION TECHNOLOGIES, INC.
PO BOX 2948
MIDLAND, TEXAS 79702
(432)617-3250

PLAT FILED FOR RECORD MIDLAND COUNTY, TEXAS

_____CABINET_____

_____PAGE_____

UTILITY COMPANY CERTIFICATE:
This plat has been checked for accessibility of utilities.

Signed: _____ Oncor Electric Delivery Company
Signed: _____ Suddenlink
Signed: _____ A-TEX
Signed: _____ Grande Communications
Signed: _____ Atmos Energy

SURVEYOR'S CERTIFICATE:
Know all Men by these Presents:
That I, Marcus L. Hostas, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City and County of Midland, Texas.

PERCHERON PROFESSIONAL SERVICES, L.L.C
203 WEST HILL STREET #724
MIDLAND, TEXAS 79701
(432)686-2588
TEXAS SURVEYING FIRM LICENSE: NO. 10194314

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Marcus L. Hostas, R.P.L.S. No. 5643 *DATE*

STATE OF TEXAS MARCUS L. HOSTAS 5643 REGISTERED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF APPROVAL:
For approval by the Commission:

This is to certify that the above and foregoing plat of TRUELOVE ADDITION was approved by proper action of the Planning and Zoning Commission of the City of Midland, Texas. on this _____ day of _____, 2021.

Signed: _____ Reggie Lawrence, Chairman
Signed: _____ Cristina Odenburg Burns, Secretary

NOTE:
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF THIS PLAT BY THE CITY OF MIDLAND DOES NOT REQUIRE ACCEPTANCE OF THE DEDICATION OF ANY STREET OR ALLEY. NO BUILDING PERMIT MAY BE OBTAINED.
3. BEARINGS/DISTANCES/COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
4. THE AREA SHOWN ON THIS PLAT IS IN FLOOD ZONE X ACCORDING TO FIRM MAP NUMBER 48329C0200F DATED DECEMBER 6, 1999

TRUELOVE ADDITION

SCALE: 1" = 200'	DRAWN BY: JMN
DATE: DECEMBER 2020	FILE NAME:

NEWTON ENGINEERING, PC
F-13806
4501A Santa Rosa Dr.
Midland, Texas 79707
(432)770-0499

PRELIMINARY PLAT | PROJECT NUMBER

PACKET 255 March 23 202

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-20-0325
Case Number: P-21-0998

Proposed Subdivision Plat Name: TRUELOVE ADDITION

Legal Description (attached sealed Metes and Bounds): SEE ATTACHED

Property Owner Printed Name: ADVANCED STIMULATION TECHNOLOGIES, LLC		Phone (432) 617-3250 Email	
Address: PO BOX 2948	City: MIDLAND	State: TX	Zip: 79702

Developer *(if different than Owner)* Printed Name: SAME AS OWNER		Phone (432) 617-3250 Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: NEWTON ENGINEERING, PC Printed Name:		Phone (432) 617-3250 Email: JOHN@NEWTONCIVIL.COM	
Address: 4501A SANTA ROSA DR.,	City: MIDLAND	State: TX	Zip: 79707

Current Zoning: MIDLAND COUNTY/CITY OF MIDLAND ETJ

Reason for Platting: TO DEVELOP

Plat Information	Total Acreage: 60.57 ACRES

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
■ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 1 | Number of Multi-family Dwelling Units: 0

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ■ No
If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): Joey Fields	Date: 12/28/2020
Property Owner (printed): Joey Fields	

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Joey Fields who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Advanced Stim Tech, 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.

Nancy Russell
Authorized Agent *(signature)*

Subscribed and sworn to before me, this 28 day of December, 2020, to certify which witness my hand and seal of office.

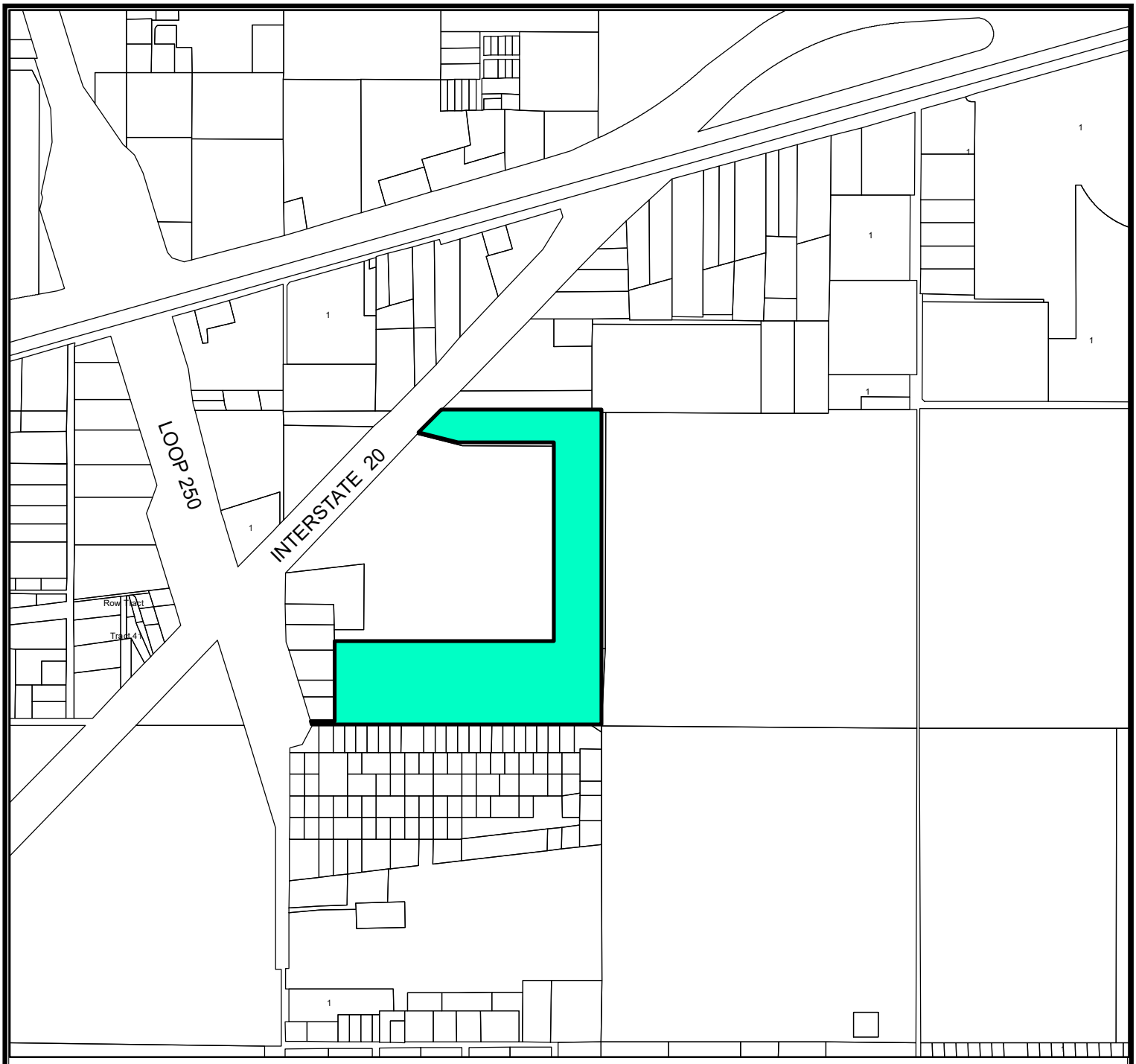
NANCY JAUNICE RUSSELL
Notary Public, State of Texas
Comm. Expires 07-28-2024
Notary ID 132002469

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ 1 Copy of Dimensioned Plat	☐ Plat in Digital Format (PDF/JPEG)
☐ Application Fee	☐ 1 Copy of Plat (11x17)	
Check #_____		
Received By:	Date:	

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

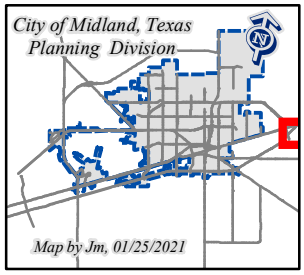
SUB-20-0325 **Scale: 1" = 1200'**

Proposed plat of Truelove Addition being a plat of a 60.57-acre tract of land located in Section 38, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the south side of East Interstate 20, approximately 2,100 feet northeast of Loop 250. (Extraterritorial Jurisdiction.)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 26

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: Motion approving the receipt and filing of the Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program Year 2019/2020 (Development Services)

Purpose:

Receive and filing of the Consolidated Annual Performance and Evaluation Report for CDBG Program Year 2019/2020 .

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No impact on the budget.

Discussion:

Attached is a **draft** copy of the Consolidated Annual Performance and Evaluation Report (CAPER). The report is on file with the City Secretary. The CAPER is a document that describes the past year's performance related to the City's Consolidated Plan for Community Development and Housing Funds. The U.S. Department of Housing and Urban Development (HUD) requires the report due to the City being a Community Development Block Grant recipient. The CAPER was subjected to a citizen review period that ended March 22, 2021. Minor changes may be made prior to submission. We must deliver the CAPER to HUD by March 31, 2021.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report establishes Midland's annual investment of its U.S. Department of Housing and Urban Development (HUD) resources and other resources linked to its activities. The Community Development Block Grant is the only HUD grant allocated directly to the City of Midland. CDBG funds were allocated in the following ways to achieve our program objectives during the past year:

- 11-Owner Occupied Homes received minor repairs.
- 5-first time homebuyers were assisted with home purchases.
- 817 seniors received-CDBG funded public services.
- 5 Jobs-CV-19 City of Midland Boys & Girls Club Permian Basin Prgram.
- 4869 food boxers-CV-19 West Texas Food Bank Emergancy Meal Prpgram.
- 887 Famiiles-CV-19 Casa De Amigos Emergancy Rent & Utililty Program .
- 5 Jobs-CV-19 United Way of Midland Emergancy Phone Referral.
- 5 Temp Jobs-CV-19 City of Midland Health Department
- 40 disabled persons-Mission Day Center served Take Home Terriffic meals for 40 senior or disabled persons.
- 260 Seniors served-Casas de Amigos Home Cleaninig Progam
- 432 seniors- Senior Life Midland Senior Nutrition Progam.
- 5 families-City of Midland Firstime Homebuyers Program.
- 11 familes-City of Midland Minor Repair Program

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
CV Rapid Response	CV Rapid Response	CDBG-CV19: $570875	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		8000	0	0.00%
CV Rapid Response	CV Rapid Response	CDBG-CV19: $570875	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	8000	4869	60.86%			
CV Rapid Response	CV Rapid Response	CDBG-CV19: $570875	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	887		50	887	1,774.00%
CV Rapid Response	CV Rapid Response	CDBG-CV19: $570875	Homelessness Prevention	Persons Assisted	4000	1167	29.18%	4000	4000	100.00%
CV Rapid Response	CV Rapid Response	CDBG-CV19: $570875	Jobs created/retained	Jobs	4	10	250.00%	4	10	250.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The CDBG office used CDBG funds to mitigate the public health crisis effects on citizens by funding programs that helped keep people in their home and food to eat. Agencies struggled to maintian their program objectives and keep staff safe over this time period. Most goals were completed at an accepteable level given the extrodinary events our community experienced. The CDBG office focused on food, homeless care, rental, and utility assistance as our primary goals to prevent community devistation.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	3,793
Black or African American	932
Asian	120
American Indian or American Native	16
Native Hawaiian or Other Pacific Islander	8
Total	**4,869**
Hispanic	4,869
Not Hispanic	3,400

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The table of assistance needs describes the characteristics of households/persons assisted. It provides an assessment of the relationship of the use of CDBG funds and CDB-CV funds to assist in the priorities and specific objectives outlined in the Consolidated Plan. By broad category; the City expended 93% of CDBG funds on public service and public healh programs.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,015,709	920,495
Other	public - federal	570,875	308,218

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Midland	20	7	City-wide
Greenwood Development Addition	60	0	
Low and Moderate Income Census Tracts	20	93	Low/Moderate Income

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Midland CDBG office made program adjustments to fund distributions and made adjustments program goals due to the public health crisis.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The Federal goverenment apporoved through the CARES ACT $2,000,000.00 in addititional funding to assist in emergancy programing during the public health crisis.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	35	5
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**35**	**5**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	15	887
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	20	11
Number of households supported through Acquisition of Existing Units	0	0
Total	**35**	**898**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Rental assistance was increased due to CDBG-CV funds allocated to homless prevention programs during the year.

Discuss how these outcomes will impact future annual action plans.

CDBG Office will evaluate it programs to determine future opertunities.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	97	0
Low-income	269	0
Moderate-income	532	0
Total	**898**	**0**

Table 7 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Community Development Department continue to support specific projects that address the Homeless Needs Objectives of the Consolidated Plan or support public services that assist the homeless or homeless prevention activity. Local groups including faith-based organizations have maintained and even expanded the facilities serving the homeless with little federal support. The United Way of Midland and Family Promise of Midland continue their work with the Families Forward transitional housing program for intact families. The City of Midland CDBG office secured hotel rooms for homeless person with a COVID-19 diagnosis and placed in isolation to a period of time until free of virus.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Genesis Center of the Permian Basin has a forty-person capacity facility located in central Midland and continue to operate giving emergency services to vulnerable persons. Other entities providing emergency shelter include Village Square, and the Journey Home (emergency units).

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The local economy has begun to stabilize to provide housing opportunity for low and moderate-income families. Efforts to better prepare the workforce include existing employment training programs provided through state and federal agencies. As an anti-poverty strategy, public services and other assistance programs continue their emphasis on helping the poorest of Midland's population (those with incomes below 30% of AMFI). City housing assistance programs are designed to minimize the housing financial burden on its recipients. Compliance with the HUD Section 3 objective has also contributed to expanding economic opportunities as most CDBG work contracts in the housing programs and slum/blight activities are performed by local small businesses. Increased promotions of Section 3 opportunities continue to be part of the CDBG department efforts. Included in the efforts are reaching out to minority business enterprises and woman owned business enterprises.

The City of Midland continue to review its ordinances regulating business, contracting and development

services within city limits and its impact on low-moderate income families. Local Volunteer Income Tax Assistance (VITA) programs such as Casa de Amigos continues to help families and individuals obtain income tax refunds and credits. While the above contributed to bettering the lives of the poor in Midland, the strong economy and availability of jobs in all employment sectors has best afforded a chance to combat poverty.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Midland Homeless Coalition is part of the Statewide Balance of State Continuum of Care program. The goal of the Balance of State (BoS) is to encourage planning, coalition building in communities with fewer resources. The Midland Homeless coalition meet monthly to identify available resources within our community to serve two hundred and thirty homeless individuals now living in the midland city limits. The City of Midland CDBG department participates and plans alongside other local agencies to define the homeless needs through a Point-in-Time survey. The Coalition use results from the Needs/Gaps Analyses to establish short and long-term goals develop by our coalition group policies, strategies and goals to allow for the development of actionable plans to end homelessness through projects to fill gaps in shelter and/or services providers.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Pre-existing initiatives were continued in PY 2019/20. The City Housing Authority has a "residents' council." Similar councils exist for the HUD Section 202 housing projects that are managed by the City Housing Authority. Additionally, the City of Midland has assigned the CDBG Office to be the liasion to the City of Midland Housing Authority.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The CDBG department will continue to provide favorable consideration in re-zoning cases, mobile home occupancy permits and sidewalk waivers to decrease barriers to development. The City continues to reduce and/or waive development and building permit fees for affordable housing projects, and to use local funds to pay for public improvements required on affordable housing sites. The City has completed its strategy of targeted effort so as to achieve visible, lasting impact on selected target areas. In 2019/20 The CDBG department will do more to improve infrastructure such as sidewalks and streets improvements in our target area to facilitate affordable housing development.

Actions taken to provide assistance to troubled PHAs

PHA's are high porformance agencies.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The CDBG department will continue to provide favorable consideration in re-zoning cases, mobile home occupancy permits and sidewalk waivers to decrease barriers to development. The City continues to reduce and/or waive development and building permit fees for affordable housing projects, and to use local funds to pay for public improvements required on affordable housing sites. The City has completed its strategy of targeted effort so as to achieve visible, lasting impact in selected target areas.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Midland Community Development department educate citizens about the hazards of lead based paint.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Midland Community Development department educate citizens about the hazards of lead based paint.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The PY 2019/20 Action Plan strive to meet under-served needs identified in the Consolidated Plan. Housing programs continue to offer opportunities to target assistance to underserved populations.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Community Development Office continue to build relationships with local, state, federal, officials to bring awareness to the needs and conditions of the working poor.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City continues to participate in umbrella efforts that attempt to direct community resources to areas of need and serve as vehicles of coordination.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Community Development office performs monthly, bi-annual, and annual monitoring of activities in the furtherance of our program objectives, which are in accordance with HUD requirements.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Community Development office performs monthly, bi-annual, and annual monitoring of activities in the furtherance of our program objectives, which are in accordance with HUD requirements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Community Development Office holds and participates in public meeting, and small community feedback groups are held when requested; furthermore, information is posted on City Web pages and in the City Secretaries office to gather input from citizens. Public notices is advertised in accordance to city and federal guidelines.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The Community Development Office shifted it resoureces to sidewalks and curbing infrasturcture projects. The CDBG department will move to other infrastructure projects to spur affordable housing in the area.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The Community Development Office shifted it resoureces to sidewalks and curbing infrasturcture projects. The CDBG department will move to other infrastructure projects to spur affordable housing in the area.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

City Council Meeting

Item Number: 27

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: RESOLUTION ACCEPTING A FISCAL YEAR 2021 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $120,277.00; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS (POLICE)

Purpose:

Authorize a resolution to accept the Fiscal Year 2021 H.I.D.T.A. grant in the amount of $120,277 from the West Texas High Intensity Drug Trafficking Area Program.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Discussion:

The purpose of the Hight Intensity Drug Trafficking Area (HIDTA) Program, as authorized by the Anti-Drug Act of 1988, is to enhance and coordinate drug control efforts among federal, state and local law enforcement agencies. The program provides participating agencies with resources in the way of technology, equipment, and funding in order to more effectively combat drug trafficking operations extended throughout the West Texas region and beyond. The Midland Police Department has been an active participant in the West Texas Region - Southwest Border HIDTA since August of 2008.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION ACCEPTING A FISCAL YEAR 2021 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $120,277.00; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS

WHEREAS, the City of Midland, Texas, has submitted a grant application to the Southwest Border High Intensity Drug Trafficking Areas (HIDTA) program to enhance and coordinate drug control efforts among federal, state, and local law enforcement agencies; and

WHEREAS, the Southwest Border HIDTA program provides agencies with resources in the way of technology, equipment, and funding in order to better combat drug trafficking; and

WHEREAS, the City of Midland, Texas, has been awarded $120,277.00 from the Southwest Border HIDTA program to be used for the purpose of enhancing and coordinating drug control efforts among federal, state, and local law enforcement agencies to better combat drug trafficking; and

WHEREAS, the City Council finds it to be in the public interest to accept said grant award;

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

SECTION ONE. That the City of Midland, Texas, acting through its Mayor and City Council, hereby accepts the HIDTA grant of $120,277.00 to be used for the purpose of enhancing and coordinating drug control efforts among federal, state, and local law enforcement agencies to better combat drug trafficking.

SECTION TWO. That the Interim City Manager, Director of Finance, and Chief of Police of the City of Midland, Texas, are hereby authorized and directed to evidence the City of Midland's acceptance by executing all necessary documents in order to accept said grant

award.

SECTION THREE. That the Fiscal Year 2021 HIDTA grant in the amount of $120,277.00 is hereby accepted, appropriated, and directed to be deposited into the Capital Projects Fund 005 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

_____
Mark Mason, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXECUTIVE OFFICE OF THE PRESIDENT

OFFICE OF NATIONAL DRUG CONTROL POLICY

Washington, D.C. 20503

March 1, 2021

Interim City Manager Robert Patrick
Midland Police Department
300 N. Loraine, Suite 310
Midland, TX 79701-4725

Dear Interim City Manager Patrick:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G21SW0012A) has been awarded in the amount of $120,277.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the West Texas HIDTA - Southwest Border HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

Shannon Kelly

National HIDTA Director

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Robert Patrick Interim City Manager Midland Police Department 300 N. Loraine Suite 310 Midland, TX 79701-4725	4. Award Number (FAIN): G21SW0012A 5. Period of Performance: From 01/01/2021 to 12/31/2022	
2. Total Amount of the Federal Funds Obligated: $120,277	6. Federal Award Date: March 1, 2021	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency $120,277	8. Supplement Number	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount:	
3A. Project Description *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $120,277.00 11. Total Amount of Federal Award: $120,277.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.		
13. Statutory Authority for Grant: *Public Law 116-260 H.R.133*		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Robert Patrick Interim City Manager Midland Police Department	
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 073186579 EIN: 1756000608A2	19. HIDTA AWARD *OND1070DB2122XX OND6113* *OND2000000000 OC 410001*	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

   - 28 C.F.R. § 69 – "New Restrictions on Lobbying"
   - 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb

4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at www.whitehouse.gov/ondcp/.

8. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

9. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

10. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

11. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.

12. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

13. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

14. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. *See* 41 U.S.C. § 417b(e)(1).

2. *Proceedings About Which You Must Report*

   Submit the information required about each proceeding that:

   Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

   a. Contract from the federal government;
   b. Reached its final disposition during the most recent 5 year period; and
   c. Is one of the following:

   (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
   (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
   (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
   (4) Any other criminal, civil, or administrative proceeding if:

   (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq*. and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (Jan. 6, 2020) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website; https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2020.pdf

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (https://pms.psc.gov/).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq*.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at http://pms.psc.gov/.

4. The grantee or subgrantee may keep interest amounts up to $500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Robert Patrick

Date: 3-5-21

Robert Patrick

Midland Police Department

Initiative Cash by HIDTA

FY 2021

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
West Texas HIDTA - Southwest Border	Midland Police Department	Permian Basin Multi-Agency Task Force	120,277.00	Investigation	G21SW0012A
	Agency Total : Midland Police Department		**120,277.00**		
Total			**120,277.00**		

Budget Detail

2021 - West Texas HIDTA - Southwest Border

Initiative - Permian Basin Multi-Agency Task Force — Investigation

Award Recipient - Midland Police Department (G21SW0012A)

Resource Recipient - Midland Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$120,277.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$49,403.00
Total Personnel		**$49,403.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$17,500.00
Total Fringe		**$17,500.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$11,000.00
Total Overtime		**$11,000.00**
Travel	**Quantity**	**Amount**
Investigative/Operational	4	$1,000.00
Total Travel		**$1,000.00**
Facilities	**Quantity**	**Amount**
Lease	1	$1,887.00
Total Facilities		**$1,887.00**
Services	**Quantity**	**Amount**
Communications - mobile phones & pagers		$1,133.00
Investigative services		$2,636.00
Service contracts		$3,203.00
Subscriptions - database		$12,095.00
Vehicle lease - passenger	1	$8,340.00
Total Services		**$27,407.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$6,900.00
Office		$3,300.00
Technical investigative equipment - visual		$1,880.00
Total Supplies		**$12,080.00**
Total Budget		**$120,277.00**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	City of Midland
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	Mr.
* First Name:	Robert
Middle Name:	
* Last Name:	Patrick
Suffix:	
* Title:	Interim City Manager
* SIGNATURE:	Robert Patrick
* DATE:	1-26-21

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
01/22/2021	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Midland
* b. Employer/Taxpayer Identification Number (EIN/TIN):	175600608A2
* c. Organizational DUNS:	0731865790000

d. Address:

* Street1:	300 N. Loraine
Street2:	
* City:	Midland
County/Parish:	Midland
* State:	TX: Texas
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	79701-1152

e. Organizational Unit:

Department Name:	Division Name:
Midland Police Department	

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.	* First Name:	Seth
Middle Name:			
* Last Name:	Herman		
Suffix:			

Title:	Chief of Police
Organizational Affiliation:	
* Telephone Number:	432-685-7102
Fax Number:	
* Email:	sherman@midlandtexas.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ONDCP

11. Catalog of Federal Domestic Assistance Number:

95.001

CFDA Title:

95.001

*** 12. Funding Opportunity Number:**

HIDTA

* Title:

DTA

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

High Intensity Drug Trafficking Area

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-11 * b. Program/Project: 11

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2021 * b. End Date: 12/31/2022

18. Estimated Funding ($):

* a. Federal	120,277.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	120,277.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Robert

Middle Name:

* Last Name: Patrick

Suffix:

* Title: Interim City Manager

* Telephone Number: 432-685-7206 Fax Number:

nail: rpatrick@midlandtexas.gov

* Signature of Authorized Representative: Robert Patrick * Date Signed: 1-26-21

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. 95.001	95.001	$	$	$ 120,277.00	$	$ 120,277.00
2.						
3.						
4.						
5. Totals		$	$	$ 120,277.00	$	$ 120,277.00

PACKET: 27.21.3. March 23, 2021

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1) 95.001	(2)	(3)	(4)	Total (5)
a. Personnel	$ 60,403.00	$	$	$	$ 60,403.00
b. Fringe Benefits	17,500.00				17,500.00
c. Travel	1,000.00				1,000.00
d. Equipment					
e. Supplies	12,080.00				12,080.00
f. Contractual	29,294.00				29,294.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	120,277.00				$ 120,277.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 120,277.00	$	$	$	$ 120,277.00
7. Program Income	$	$	$	$	$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. 95.001	$	$	$	$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$	$	$	$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 120,277.00	$ 30,069.25	$ 30,069.25	$ 30,069.25	$ 30,069.25
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$ 120,277.00	$ 30,069.25	$ 30,069.25	$ 30,069.25	$ 30,069.25

27.23

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) (b)First	(c) Second	(d) Third	(e) Fourth
16. 95.001	$	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$	$	$	$

March 23, 2021

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

*Name: City of Midland

*Street 1: 300 N. Loraine Street 2:

*City: Midland State: TX: Texas Zip: 79701

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

ONDCP

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix *First Name Middle Name

*Last Name Suffix

*Street 1 Street 2

*City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix *First Name Middle Name

*Last Name Suffix

*Street 1 Street 2

*City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Robert Patrick

***Name:** Prefix: Mr. *First Name: Robert Middle Name:

*Last Name: Patrick Suffix:

Title: Interim City Manager **Telephone No.:** 432-685-7206 **Date:** 1-26-21

Federal Use Only:

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City Council Meeting

Item Number: 28

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDESSA TRANSPORTATION, L.L.C.; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (POLICE)

Purpose:

Resolution authorizing renewal of an Operating Certificate for Midessa Transportation Taxi Service.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Discussion:

Jeannette Oei, owner of Midessa Transportation Taxi Service, has filed an application with the City Secretary's Office for renewal of her operating certificate. The applicant has passed the requisite background investigation related to criminal and driving records conducted by the Midland Police Department. Furthermore, she has furnished all necessary documents related to proof of insurance and signed a copy of the Operating Certificate indicating acceptance of provisions.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDESSA TRANSPORTATION, L.L.C.; 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 issue an Operating Certificate for a taxicab business to Midessa Transportation, L.L.C., 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 for all purposes.

SECTION TWO. Notwithstanding Section One, the City Secretary shall not issue the Operating Certificate set forth above unless and until:

A. Midessa Transportation, L.L.C., 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. Midessa Transportation, L.L.C., has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and

C. Midessa Transportation, L.L.C., 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Seth Herman, Police Chief

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND OPERATING CERTIFICATE FOR TAXICAB BUSINESS

THIS OPERATING CERTIFICATE is issued to Joseph Oei, (hereafter called "Operator") whose address is 6 Saddle Club Drive, Midland, Texas 79705, 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 Midessa Transportation, L.L.C.

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 _____, 2021.

_____
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.

Name:_____ Date:_____

TAXI/LIMO OPERATING CERTIFICATE

APPLICATION CHECKLIST

Date Submitted	02.03.2021
Name of Applicant	Midessa Transportation
Application Complete?	Yes ✓ No
Attachments Complete?	Yes ✓ No
Copy of current lease or affidavit to ownership and occupancy	Yes ✓ No
Application verified by City Secretary's Office:	Initials Here JRL
Certificate of Insurance included? ***(5-6-2(F) 3)**	Yes ✓ No
Certificate of Insurance reviewed by Legal?	Approved ✓ N. T-C Disapproved
Original Application sent to Chief of Police by the City Secretary's Office?	Date Sent: 02-08-2021
Reviewed by Chief of Police?	Approved: Disapproved
On file with City Secretary Office 15 days prior to Council Meeting ***(5-6-2(B))**	Yes No
Date Application went to Council	
Results	Approved Rejected

References from Ordinance No. 9577

Following review Please return to: Jamie Lopez
City Secretary's Office
City Hall Room 330

For questions please call: 432-685-7430

PACKET

CITY OF MIDLAND

APPLICATION FOR OPERATING CERTIFICATE FOR TAXICAB BUSINESS

The City of Midland reserves the right to deny this application and to require additional information as needed.

Please print in **black ink or type**:

1. Applicant Information:

   a. Name (complete) Midessa Transportation, LLC
   Permanent Address P.O. Box 5607, Midland, Tx 79704
   Mailing Address Same
   City Midland State Texas Zip 79704
   Phone 432-553-9023

   b. Is this application filed by a partnership? Yes ✓ No ____
   If Yes, list all partners' names, addresses and phone numbers:

Name	Address	Phone
Jeannette Oei	6 Saddle Club Dr. Midland, Tx.	432-528-1619
Joseph Oei	"	432-349-3698

   c. Is this application filed by a corporation? Yes ✓ No ____
   If Yes, list the name and location of its principal place of business:
   Midessa Transportation, LLC. 4003 SCR 1294. Odessa, Tx 79765.
   Attach a list of the names and addresses of all officers, directors and stockholders in the corporation.

   d. List all persons with an interest in this taxicab business:

Name	Address	Occupation
Jeannette Oei	6 Saddle Club Dr. Midland, Tx.	Owner
Joseph Oei	"	Owner
Thomas Sie	4003 SCR 1294. Odessa, Tx	Fleet Manager

2. Taxicab Business Information:
   a. Headquarters Address 4003 SCR 1294, Odessa, Tx 79765
   Headquarters Phone 432-685-7070
   b. Location and Description of Additional Taxicab Stands N/A
   c. Trade Name Midessa Transportation, LLC
   d. Color Scheme Black and Yellow sign
   e. Description of each taxicab:

Year	Make	Model	Cab #	Owner	Leased?
	See attached list				

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March 23, 2021

3. Do you currently operate or have an interest in any taxicab business other than Midland? If yes, provide complete information concerning same.

No

4. Please outline below your program and requirements to test employees to determine use of illegal drugs? (Minimum requirement: Test 50% of employees and 50% of contract drivers at least once a year.)

All drivers ; urine for drug testing
Background check.

5. The following should be attached and made a part of this application:

Attachment A: financial statement of applicant and for all partners or corporation.
Attachment B: statement of assets and liabilities dedicated to taxicab business.
Attachment C: liability insurance certificate to be approved by City Attorney's office.
Attachment D: applicants must supply a copy of their corporate charter or a copy of the corporation's certificate from the Texas Secretary of State indicating authority to conduct business in the State of Texas.
Attachment E: applicant's experience record.
Attachment F: City chauffeur's license application information.

6. Affidavit

I hereby swear or affirm that the information on this application and the attachments to same are true and correct to the best of my knowledge.

Applicant's signature

Subscribed and sworn to before me by the said Jeannette Dei this the 1st day of February, ~~2000~~ 2021, to certify which witness my hand and seal of office.

CASSITY MOORE
Notary Public, State of Texas
Comm. Expires 05-02-2024
Notary ID 132384141

Notary Public

PLEASE BE ADVISED THAT CRIMINAL RECORDS OF ALL APPLICANTS WILL BE CHECKED PURSUANT TO TEX. REV. CIV. STAT. ANN. ART. 6252-13c (VERNON SUPP. 1998)

Return completed application and attachments to:

City Secretary's Office
300 N. Loraine, Room 340
Midland, Texas 79701

Attachment B

ASSETS AND LIABILITIES DEDICATED TO TAXICAB BUSINESS

I, _____, the applicant for an operating certificate in the attached application hereby designate the following of my assets and liabilities as being dedicated to the taxicab business for which I seek an operating certificate. The following represents a full disclosure of my financial commitment to that taxicab business.

ASSETS	LIABILITIES
REAL ESTATE	
AUTOMOBILES	
SEE ATTACHED Documents	
PERSONAL AND HOUSEHOLD GOODS	
CASH	
SEE ATTACHED FINANCIAL RECORDS	
SECURITIES, STOCKS, OTHER INVESTMENTS	
OTHER	

Attachment A

FINANCIAL STATEMENT

The following is a financial statement for _____, an applicant for a taxicab operating certificate in the application attached. This constitutes a full disclosure of my financial status. (Attach additional pages if necessary.)

ASSETS	LIABILITIES
REAL ESTATE	
AUTOMOBILES	
PERSONAL AND HOUSEHOLD GOODS	
CASH	
SECURITIES, STOCKS, OTHER INVESTMENTS	
OTHER	

Attachment C

INSURANCE COVERAGE

A Certificate of Insurance listing coverage and each vehicle covered shall be filed with this application as set forth in City Code 5-6-2(F).

Coverage shall be:

(a) not less than twenty thousand dollars ($20,000.00) for bodily injury or death in any one accident;

(b) not less than forty thousand dollars ($40,000.00) because of injury or death of two (2) or more persons in any one accident;

(c) not less than fifteen thousand dollars ($15,000.00) for property damage;

(d) not less than two thousand dollars ($2,000.00) for personal injury protection for passengers; and

(e) include uninsured motorists coverage in the same amounts as required for liability coverage.

Attachment D

CORPORATE CHARTER OR CERTIFICATE

Corporate applicants must supply a copy of their Corporate Charter or a copy of the corporation's certificate from the Texas Secretary of State indicating the corporation's authority to conduct business in the State of Texas. Please attach as Attachment D.

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March 23, 2021

Attachment E

EXPERIENCE RECORD

I, Thomas Sie, the applicant for a taxicab operating certificate in the attached application, have the following experience record in relation to taxicab and other commercial transportation:

Company Name and Address	Dates of Service	Position with Company
Midessa Transportation LLC	6/4/2014	Fleet Manager
4003 South County Rd 1294		
Odessa, TX 79765.		

Total number of years driving a taxicab: 5 years

How long have you held a driver's license? since 1987 Date of Birth: Dec/22/1960

Provide information below for States in which you have held a Driver's License:

State of Issuance	Dates Held	Type	Driver's License Number
Texas	since 1987	C	11196974

Describe any accident with a motor vehicle which you have had in the last ten years. Specific responsibility for the accident, any property damaged and the extent of any injuries suffered by any person involved: _____

Other Comments: _____

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Attachment F
CITY CHAUFFEUR'S LICENSE

Full Name (including Maiden): Jeannette Oei
Address: 6 Saddle Club Dr. Midland, Tx Phone: 432-528-1619
Business Address: 4003 SCR 1294, Odessa, TX 79765. Phone: 432-685-7076
Birth Place: Indonesia Birth Date: 10/01/1948 Age: 72
Race: Asian Sex: F Hgt 5' Wgt: 2" Hair: Black Eyes: Brown Complexion: Fair
List any body or facial marks/defects: N/A
Length of Residence: Midland 42 yrs State Tx U.S. Citizen? Yes or No: yes
Driving Experience-Number of Years: 49 yrs Social Security #: 365-74-5683

TX DRIVERS LICENSE #: 06731476

TAXI COMPANY YOU ARE WORKING FOR:
Name of Taxi Company: Midessa Transportation, LLC
Taxi Company Address: 4003 SCR 1294. Odessa, Tx 79765.
Physician Name: Premila Johnson, MD
Physician Address: 2300 W. Michigan Phone #:

HAVE YOU EVER BEEN ARRESTED? Yes _____ No X

List the charge(s) whether or not you know the date and/or disposition, and whether or not you were convicted: (Do not list traffic violations here.)

Place Arrested	Date	Charge	Disposition

(List additional arrests on the back of this sheet.)

If convicted of a criminal offense, you may attach any recommendations from authorities regarding your record of good conduct.

List all traffic violations you have received (if any):

Place	Date	Charge	Disposition

(List additional traffic violations on the back of this sheet.)

Any omission will result in a denial of this application. This information is true and correct to the best of my knowledge.

Signed: Jeannette Oei

Dated: 02/01/2021

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

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Office of the Secretary of State

CERTIFICATE OF FILING
OF

MIDESSA TRANSPORTATION, L.L.C.
File Number: 702635922

The undersigned, as Secretary of State of Texas, hereby certifies that the statement of change of registered agent/office for the above named entity has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 07/29/2008

Effective: 07/29/2008

28.15

THE STATE OF TEXAS

Hope Andrade
Secretary of State

March 23, 2021

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MIDESSA TRANSPORTATION
Jeannette Oei
P O Box 5607
Midland Texas 79704
432-553-9023 (Thomas Oei)
Res. 2015-225
Contract Expires on 7/28/20

COPY

Taxi #	Year	VIN #	Plate #	Make/Model
104	2017	5TDZZ3DC3HS889856	KLH5467	Toyota Sienna
106	2019	5TDKZ3DC1JS915197	LWR 7054	Toyota Sienna
55	2019	4T1B11HK8KU208457	LWR 7060	Toyota Camry
47	2017	5YFBURHE0HP729635	KJP7410	Toyota Corolla
48	2018	5YFBURHE1JP781863	KNT7413	Toyota Corolla
56	2019	4T1B11HK9KU767600	LYC 0395	Toyota Camry
51	2019	4T1B11HKXKU682927	LLV2408	Toyota Camry
52	2019	4T1B11HK8KU687656	LLV2489	Toyota Camry
53	2019	4T1B11HK8KU687656	LNB 1308	Toyota Corolla
57	2019	4T1B11HK7KU207980	LYB 5931	Toyota Camry
58	2019	4T1B11HKXKU807389	MJM 2450	Toyota Camry

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Updated 01/10/2020

Dropped Taxi # 105 Year 2018 Plate # KRV 8084 Make Toyota Sienna
Dropped Taxi # 44 Year 2016 Plate # GWX3573 Make Toyota Camry
Dropped Taxi # 45 Year 2017 Plate # 95H0623 Make Toyota Camry
Dropped Taxi # 50 Year 2018 Plate # KVZ5390 Make Toyota Camry
Dropped Taxi # 103 Year 2017 Plate # KCZ4436 Make Toyota Sienna
Dropped Taxi # 46 Year 2017 Plate # HNN7517 Make Toyota Camry
Dropped Taxi # 200 Year 2016 Plate #JNL9715 Make Nissan NV3500

March 23, 2021

Please include Insurance Certificate!

Midland Taxi List 2021-2022

Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Identifitication Number	Vehicle License Plate Number	Vehicle ID	comment
2017	Toyota	Sienna	5TDZZ3DC3HS889856	KLH5467	104	
2019	Toyota	Sienna	5TDKZ3DC0KS980849	LWR 7054	106	
2018	Toyota	Corolla	5YFBURHE1JP781863	KNT7413	48	
2019	Toyota	Camry	4T1B11HK8KU687656	LLV2489	52	
2019	Toyota	Corolla	5YFBURHEXKP888508	LNB 1308	53	In Active
2019	Toyota	Camry	4T1B11HK8KU208457	LWR 7060	55	
2019	Toyota	Camry	4T1B11HK9KU767600	LYC 0395	56	In Active
2019	Toyota	Camry	4T1B11HK7KU207980	LYB 5931	57	
2019	Toyota	Camry	4T1B11HKXKU807389	MJM 2450	58	
2020	Toyota	Camry	4T1C11AK4LU506293	NTH 9874	59	
2016	Nissan	NV3500	5BZAF0AA2GN856357	JNL 9715	200	In Active

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Premier Insurance Services
1626 Lee Trevino Ste A
El Paso TX 79936

CONTACT NAME:
PHONE (A/C, No, Ext): 915-591-8687 FAX (A/C, No): 800-657-6640
E-MAIL ADDRESS: VIANEY_MARTINEZ21@HOTMAIL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ATAIN SPECIALTY INS CO	
INSURER B : NATIONAL LIABILITY & FIRE INS CO	
INSURER C : AXIS INSURANCE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MIDESSA TRANSPORTATION, LLC
PO BOX 5607
MIDLAND TX 79704

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
AA	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	RNL CIP334026	01/14/2021	01/14/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ✓ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	✓	✓	73APS0189153	09/10/2020	09/10/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 750,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	☐				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
	UNINSURED COVERAGE	✓	✓	73APS0189153	09/10/2020	09/10/2021	50,000/100,000/50,000	
B	PERSONAL INJURY PROTECTION	✓	✓	73APS0189153	09/10/2020	09/10/2021	$2,500	
C	CYBER/PRIVACY/NETWORK	✓	✓	P-001-000132156-01	06/25/2020	06/25/2021	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE AUTO POLICY INC AN ENDORSEMENT PROVIDING THAT 30 DAYS NOTICE OF CANCELLATION WILL BE FURNISHED TO THE ADD INS 2015 TOYOTA SIENNA VIN: 5TDZK3DCFS639313, 2017 TOYOTA SIENNA VIN: 5TDKZ3DC2HS844702, 2019 TOYOTA SIENNA VIN:5TDKZ3DC9KS999612, 2017 TOYOTA SIENNA IN:TDKZ3DC2HS808265, 2019 TOYOTA CAMRY VIN:4T1B11HKXKU682927, 2019 TOYOTA COROLLA VIN:4T1B11HK8KU687656, 2019 TOYOTA CAMRY VIN: 4T1B11HK8KU208457, 2019 TOYOTA COROLLA VIN: 4T1B11HK7KU207980, 2019 TOYOTA COROLLA VIN: 4T1B11HKXKU807389, 2019 TOYOTA SIENNA VIN: 5TDKZ3DC0KS980849, 2018 TOYOT COROLLA VIN: 5YFBURHE1JP781863, 2017 TOYOTA SIENNA VIN: 5TDZZ3DC3HS889856, 2020 TOYOTA CAMRY VIN: 4T1C11AK4LU506293

CERTIFICATE HOLDER
CITY OF MIDLAND
300 N. LORAINE
MIDLAND, TX 79702

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Vianey Martinez

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28.18
March 23, 2021

Midessa Transportation, LLC
Balance Sheet
As of December 31, 2019

	Dec 31, 19	Dec 31, 18	$ Change
ASSETS			
Current Assets			
Checking/Savings			
ASB-7566 - Operating	153,355.51	205,523.87	-52,168.36
ASB - 7604 - Payroll	43,938.69	17,069.53	26,869.16
Petty Cash	485.00	485.00	0.00
Total Checking/Savings	197,779.20	223,078.40	-25,299.20
Accounts Receivable			
Accounts Receivable	56,835.70	50,602.39	6,233.31
Total Accounts Receivable	56,835.70	50,602.39	6,233.31
Other Current Assets			
Employee/Driver Advance	-1,000.00	0.00	-1,000.00
Parts Inventory	3,000.00	3,000.00	0.00
Total Other Current Assets	2,000.00	3,000.00	-1,000.00
Total Current Assets	256,614.90	276,680.79	-20,065.89
Fixed Assets			
Accumulated Depreciation	-441,091.92	-399,866.92	-41,225.00
Automobiles-Taxicabs	432,230.16	415,484.21	16,745.95
Automobiles-Van	147,854.14	142,442.46	5,411.68
Computers and Software	16,716.19	16,716.19	0.00
Furniture and Fixtures	6,410.00	6,410.00	0.00
Machinery & Equipment	97,399.92	97,399.92	0.00
Midessa Building	9,600.00	9,600.00	0.00
Property Improvement	48,343.44	48,343.44	0.00
Total Fixed Assets	317,461.93	336,529.30	-19,067.37
Other Assets			
Goodwill			
Goodwill Accum Amortization	-810,672.82	-749,102.86	-61,569.96
Goodwill - Other	923,552.00	923,552.00	0.00
Total Goodwill	112,879.18	174,449.14	-61,569.96

Midessa Transportation, LLC
Balance Sheet
As of December 31, 2019

	Dec 31, 19	Dec 31, 18	$ Change
Organizational Expenses			
Organizational Exp Accum Amor	-1,014.00	-1,014.00	0.00
Organizational Expenses - Other	1,014.00	1,014.00	0.00
Total Organizational Expenses	0.00	0.00	0.00
Total Other Assets	112,879.18	174,449.14	-61,569.96
TOTAL ASSETS	**686,956.01**	**787,659.23**	**-100,703.22**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	-32,730.58	-8,483.03	-24,247.55
Total Accounts Payable	-32,730.58	-8,483.03	-24,247.55
Other Current Liabilities			
Payroll Liabilities			
Accrued Employee Insurance	3,564.40	2,941.29	623.11
Aflac	629.73	0.00	629.73
FUTA Accrued	201.25	49.25	152.00
Misc Deductions	716.04	0.00	716.04
SUTA Accrued	939.21	251.18	688.03
Payroll Liabilities - Other	980.00	0.00	980.00
Total Payroll Liabilities	7,030.63	3,241.72	3,788.91
Security Deposits Returnable	2,985.00	2,985.00	0.00
Suspense	-885.25	0.00	-885.25
Total Other Current Liabilities	9,130.38	6,226.72	2,903.66
Total Current Liabilities	-23,600.20	-2,256.31	-21,343.89
Long Term Liabilities			
Note - Van M-18	31,019.31	0.00	31,019.31
Total Long Term Liabilities	31,019.31	0.00	31,019.31
Total Liabilities	7,419.11	-2,256.31	9,675.42

Midessa Transportation, LLC
Balance Sheet
As of December 31, 2019

	Dec 31, 19	Dec 31, 18	$ Change
Equity			
Draws	-15,000.00	0.00	-15,000.00
Equity	1,384,129.02	1,384,129.02	0.00
Paid in Capital	33,918.29	33,918.29	0.00
Retained Earnings	-628,131.77	-652,955.62	24,823.85
Net Income	-95,378.64	24,823.85	-120,202.49
Total Equity	679,536.90	789,915.54	-110,378.64
TOTAL LIABILITIES & EQUITY	686,956.01	787,659.23	-100,703.22

Midessa Transportation, LLC
Profit & Loss
January through December 2019

	Jan - Dec 19	Jan - Dec 18	$ Change
Ordinary Income/Expense			
Income			
Delivery Revenue			
Flash Global Delivery			
Deliveries	2,236.95	2,773.75	-536.80
Total Flash Global Delivery	2,236.95	2,773.75	-536.80
Select Specialty Hospital	300.00	0.00	300.00
Delivery Revenue - Other	1,361.00	182.00	1,179.00
Total Delivery Revenue	3,897.95	2,955.75	942.20
Fees	97.85	0.00	97.85
Miscellaneous Revenue			
Parties	680.00	3,240.00	-2,560.00
Miscellaneous Revenue - Other	6,500.00	0.00	6,500.00
Total Miscellaneous Revenue	7,180.00	3,240.00	3,940.00
MTI	1,795.50	1,948.74	-153.24
Revenue			
Cash Revenue			
Credit Cards	110,257.86	149,815.20	-39,557.34
Cash Revenue - Other	139,748.52	202,949.40	-63,200.88
Total Cash Revenue	250,006.38	352,764.60	-102,758.22
Contract Revenue			
Adoption Advocacy	2,160.09	1,694.25	465.84
Adult Protective Agency	74.95	694.95	-620.00
Basin Assisted Service	1,255.18	946.00	309.18
Center for Crisis Advocacy	164.60	151.90	12.70
Cloverhouse	390.85	866.75	-475.90
DARS	303.20	64.40	238.80
DHR-Medical Transportation Prog	832,075.51	871,327.00	-39,251.49
HomeLink	2,329.20	0.00	2,329.20
Logistic Care	18,915.90	0.00	18,915.90
MEDCO	0.00	108.20	-108.20
Medical Center Hospital	7,849.50	10,858.35	-3,008.85
Medical Services Company	194.00	0.00	194.00
Midland Memorial Hospital	28,178.85	29,420.25	-1,241.40
Multi-Care	0.00	1,010.00	-1,010.00
Odessa Regional Hospital	6,994.25	7,495.60	-501.35
Pro-Care	25.00	105.00	-80.00
Smax1	0.00	1,400.00	-1,400.00
St Joseph's Hospital	11.45	0.00	11.45
Texas Tech	644.70	7,410.00	-6,765.30

Midessa Transportation, LLC
Profit & Loss
January through December 2019

	Jan - Dec 19	Jan - Dec 18	$ Change
WTGH	3,102.09	2,591.20	510.89
Contract Revenue - Other	17,213.39	7,210.83	10,002.56
Total Contract Revenue	921,882.71	943,354.68	-21,471.97
Revenue - Other	4,586.83	0.00	4,586.83
Total Revenue	1,176,475.92	1,296,119.28	-119,643.36
Total Income	1,189,447.22	1,304,263.77	-114,816.55
Cost of Goods Sold			
Taxes Permits Taxes City&Airprt	57.42	75.00	-17.58
Total COGS	57.42	75.00	-17.58
Gross Profit	1,189,389.80	1,304,188.77	-114,798.97
Expense			
Communications			
# 45 -Antenna/Radio	0.00	357.22	-357.22
# 47 Antena/Radio	0.00	83.35	-83.35
Communications - Other	2,455.42	3,979.44	-1,524.02
Total Communications	2,455.42	4,420.01	-1,964.59
Contract Employee	3,523.45	11,225.00	-7,701.55
Donation	0.00	50.00	-50.00
Employee Uniforms	1,852.37	834.32	1,018.05
Office Equipment Rental	1,120.43	1,254.20	-133.77
Operating Expenses			
Advertising	2,584.76	4,270.83	-1,686.07
Bank Charges	339.05	55.01	284.04
Credit Card Fees	701.98	0.00	701.98
Discount & Agency Fees	66.16	0.00	66.16
Dues and Subscriptions	4,552.22	2,721.00	1,831.22
Employee Theft	888.20	0.00	888.20
Franchise Fees	3,596.00	3,612.00	-16.00
Gas, Oil, Etc	79,084.78	103,126.20	-24,041.42
GPS Systems	2,821.74	4,225.83	-1,404.09
Insurance -Auto	137,348.42	147,312.25	-9,963.83
Insurance General	3,633.48	0.00	3,633.48

Midessa Transportation, LLC
Profit & Loss
January through December 2019

	Jan - Dec 19	Jan - Dec 18	$ Change
Insurance Workmans Comp	1,509.85	19,088.03	-17,578.18
Interest	1,998.73	0.00	1,998.73
Janitorial Services	2,450.00	2,550.00	-100.00
Labor-Contract/Safety	0.00	260.00	-260.00
Miscellaneous Expense	-188.00	0.00	-188.00
Oil Changes	7,191.58	8,351.82	-1,160.24
Payroll Expenses			
Payroll - Bonus	54,442.50	36,642.00	17,800.50
Payroll - Day Rate	434,191.50	502,707.50	-68,516.00
Payroll - Holiday	1,079.00	0.00	1,079.00
Payroll - Hourly Rate	63,592.75	3,231.25	60,361.50
Payroll - Overtime	0.00	1,800.00	-1,800.00
Payroll - Salary	70,303.28	50,000.08	20,303.20
Payroll Expenses - Other	1,035.76	103.84	931.92
Total Payroll Expenses	624,644.79	594,484.67	30,160.12
Postage	776.84	715.00	61.84
Professional Fees			
Accounting	10,282.50	10,635.00	-352.50
Computer Tech	20,492.69	1,901.94	18,590.75
Legal	8,678.55	1,365.00	7,313.55
Total Professional Fees	39,453.74	13,901.94	25,551.80
Reimbursed Expenses			
Auto Parts	-5,785.30	451.95	-6,237.25
Meals	479.99	513.26	-33.27
Office Supplies	6,667.16	4,810.48	1,856.68
Reimbursed Expenses - Other	431.02	0.00	431.02
Total Reimbursed Expenses	1,792.87	5,775.69	-3,982.82
Rent	46,000.00	24,000.00	22,000.00
Repairs & Maintenance Bldg			
Portable Building - Midessa	1,750.00	151.31	1,598.69
Repairs & Maintenance Bldg - Other	1,245.00	336.17	908.83
Total Repairs & Maintenance Bldg	2,995.00	487.48	2,507.52
Service Charge	97.00	35.00	62.00
Supplies General	0.00	127.59	-127.59
Supplies Office	219.79	2,295.67	-2,075.88
Tax Car-Wash	1,369.00	1,139.05	229.95

Midessa Transportation, LLC
Profit & Loss
January through December 2019

	Jan - Dec 19	Jan - Dec 18	$ Change
Taxes-Payroll			
FUTA	1,412.06	1,119.80	292.26
Medicare ER	9,042.36	8,618.56	423.80
Social Security ER	38,663.79	36,851.66	1,812.13
SUTA	5,318.21	5,733.20	-414.99
Taxes-Payroll - Other	21.96	-0.01	21.97
Total Taxes-Payroll	54,458.38	52,323.21	2,135.17
Taxes and Licenses			
Property Tax	3,518.52	3,671.68	-153.16
Taxes and Licenses - Other	0.00	-526.00	526.00
Total Taxes and Licenses	3,518.52	3,145.68	372.84
Taxes/Permits/Licenses	3,871.57	4,725.54	-853.97
Taxi - GPS	6,639.39	0.00	6,639.39
Taxi Repairs Labor			
Batteries	449.49	735.10	-285.61
Taxi Repair Parts	17,254.31	26,281.87	-9,027.56
Tires	9,652.48	9,389.47	263.01
Taxi Repairs Labor - Other	945.82	-90.00	1,035.82
Total Taxi Repairs Labor	28,302.10	36,316.44	-8,014.34
Telephone			
Cell Phones	10,259.39	3,694.61	6,564.78
Telephone - Other	7,067.95	7,119.58	-51.63
Total Telephone	17,327.34	10,814.19	6,513.15
Telogis	0.00	8,350.45	-8,350.45
Towing	1,523.10	995.00	528.10
Travel	1,605.78	2,243.58	-637.80
Utilities	7,806.64	7,783.57	23.07
WTO			
Drug Testing/DL Check	4,772.56	3,325.93	1,446.63
Training	607.00	247.39	359.61
Total WTO	5,379.56	3,573.32	1,806.24
Operating Expenses - Other	25.00	122.20	-97.20
Total Operating Expenses	1,096,385.36	1,068,928.24	27,457.12
Payroll Expenses	623.11	0.00	623.11

Midessa Transportation, LLC
Profit & Loss
January through December 2019

	Jan - Dec 19	Jan - Dec 18	$ Change
Reimbursed Expenses			
Staff Holiday Meals	802.84	928.45	-125.61
Total Reimbursed Expenses	802.84	928.45	-125.61
Uncategorized Expenses	-41,044.78	0.00	-41,044.78
Total Expense	1,065,718.20	1,087,640.22	-21,922.02
Net Ordinary Income	123,671.60	216,548.55	-92,876.95
Other Income/Expense			
Other Income			
Gain/Loss on Sale of Asset	14,396.97	10,806.58	3,590.39
Total Other Income	14,396.97	10,806.58	3,590.39
Other Expense			
Amortization	61,569.96	61,569.96	0.00
Depreciation	152,664.00	128,305.22	24,358.78
Loss on Disposition of Assets	19,213.25	12,656.10	6,557.15
Total Other Expense	233,447.21	202,531.28	30,915.93
Net Other Income	-219,050.24	-191,724.70	-27,325.54
Net Income	**-95,378.64**	**24,823.85**	**-120,202.49**

City Council Meeting

Item Number: 29

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDLAND SHUTTLE SERVICES INC. TO OPERATE A TAXICAB BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (POLICE)

Purpose:

Resolution authorizing renewal of an Operating Certificate for Midland Shuttle Service Inc.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Discussion:

Jose Mateus, owner of Midland Shuttle Service Inc., has filed an application for renewal of his Operating Certificate with the City Secretary's Office. Mr. Mateus has successfully passed the requisite background check, to include review of both his criminal and driving records conducted by the Midland Police Department. Furthermore, Mr. Mateus has furnished all required documentation related to proof of financial responsibility, having signed a copy of the Operating Certificate indicating his acceptance of provisions.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDLAND SHUTTLE SERVICES INC. TO OPERATE A TAXICAB BUSINESS; 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 issue an Operating Certificate for a taxicab business for Midland Shuttle Services Inc. 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 for all purposes.

SECTION TWO. Notwithstanding Section One, the City Secretary shall not issue the Operating Certificate set forth above unless and until:

A. Midland Shuttle Services Inc. 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. Midland Shuttle Services Inc. has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and

C. Midland Shuttle Services Inc. 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Seth Herman, Police Chief

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND OPERATING CERTIFICATE FOR TAXICAB BUSINESS

THIS OPERATING CERTIFICATE is issued to Jose Mateus (hereafter called "Operator") whose address is 3501 Mockingbird Lane, Midland, Texas 79705, 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 Midland Shuttle Services Inc.

2. Term: This certificate shall be valid and in effect for five (5) 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 _____, 2021.

_____
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.

Name:_____ Date:_____

TAXI/LIMO OPERATING CERTIFICATE

APPLICATION CHECKLIST

Date Submitted	~~02-10-2021~~ 3-8-2021	
Name of Applicant	Midland Shuttle Services Inc	
Application Complete?	Yes ✓	No
Attachments Complete?	Yes ✓	No
Copy of current lease or affidavit to ownership and occupancy	Yes ✓	No
Application verified by City Secretary's Office:	Initials Here JRL	
Certificate of Insurance included? ***(5-6-2(F) 3)**	Yes ✓	No
Certificate of Insurance reviewed by Legal?	Approved ✓ NT	Disapproved
Original Application sent to Chief of Police by the City Secretary's Office?	Date Sent: 3-9-2021	
Reviewed by Chief of Police?	Approved:	Disapproved
On file with City Secretary Office 15 days prior to Council Meeting ***(5-6-2(B))**	Yes	No
Date Application went to Council		
Results	Approved	Rejected

References from Ordinance No. 9577

Following review Please return to: Jamie Lopez
City Secretary's Office

City Hall Room 330

For questions please call: 432-685-7430

CITY OF MIDLAND

APPLICATION FOR OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

The City of Midland reserves the right to deny this application and to require additional information as needed.

Please print in **black ink or type**:

1. Applicant Information:

   a. Name (complete): JOSE MATEUS
   Permanent Address: 3501 MOCKINGBIRD LN.
   Mailing Address: 1402 E WADLEY AVE.
   City MIDLAND State TX Zip 79705
   Phone: 432-260 5428

   b. Is this application filed by a partnership? Yes _____ No X
   If Yes, list all partners' names, addresses and phone numbers:

Name	Address	Phone

   c. Is this application filed by a corporation? Yes X No ___
   If Yes, list the name and location of its principal place of business: MIDLAND SHUTTLE SERVICES INC
   1402 E. WADLEY AVE. MIDLAND TX 79705

   Attach a list of the names and addresses of all officers, directors and stockholders in the corporation.

   d. List all persons with an interest in this limousine business:

Name	Address	Occupation
JOSE MATEUS	3501 MOCKINGBIRD LN. MIDLAND TX 79707	PRESIDENT (CEO)

2. Limousine Business Information:
   a. Headquarters Address: 1402 E WADLEY AVE. MIDLAND TX 79705
   Headquarters Phone: 432-260 5428

   b. Location and Description of Additional Limousine Stands:

   c. Trade Name: N/A

   d. Color Scheme: N/A

e. Description of each limousine:

Year	Make	Model	Cab #	Owner	Leased?
2017	FORD F 550	GRECH TRUS	16	MIDLAND SHUTTLE	NO.
2018	FORD T 350	T 350 VAN	B 34	MIDLAND SHUTTLE	NO.
2017	FORD T 350	T 350 VAN	B4	MIDLAND SHUTTLE	NO
2012	CAID	COACH BUS	30	MIDLAND SHUTTLE	NO
2016	CHEVROLET	EXPRESS	10	MIDLAND SHUTTLE	NO

3. Do you currently operate or have an interest in any limousine business other than Midland? If yes, provide complete information concerning same. NO

4. Please outline below your program and requirements to test employees to determine use of illegal drugs? (Minimum requirement: Test 50% of employees and 50% of contract drivers at least once a year.)
MANDATORY PRE EMPLOYMENT DRUG TEST
ONCE A YEAR RANDOM DRUG TEST PROGRAM FOR
ALL EMPLOYEES

5. The following should be attached and made a part of this application:

Attachment A: financial statement of applicant and for all partners or corporation.
Attachment B: statement of assets and liabilities dedicated to limousine business.
Attachment C: liability insurance certificate to be approved by City Attorney's office.
Attachment D: applicants must supply a copy of their corporate charter or a copy of the corporation's certificate from the Texas Secretary of State indicating authority to conduct business in the State of Texas.
Attachment E: applicant's experience record.
Attachment F: City chauffeur's license application information.

6. Affidavit

I hereby swear or affirm that the information on this application and the attachments to same are true and correct to the best of my knowledge.

Applicant's signature

Subscribed and sworn to before me by the said this the 4 day of February, 2021, to certify which witness my hand and seal of office.

EIRA J DOMINGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-11-22
Notary ID # 13171896-1

Notary Public

PLEASE BE ADVISED THAT CRIMINAL RECORDS OF ALL APPLICANTS WILL BE CHECKED PURSUANT TO TEX. REV. CIV. STAT. ANN. ART. 6252-13c (VERNON SUPP. 1998)

Return completed application and attachments to:

City Secretary's Office
300 N. Loraine, Room 340
Midland, Texas 79701

Attachment A

FINANCIAL STATEMENT

The following is a financial statement for JOSE MATEUS, an applicant for a limousine operating certificate in the application attached. This constitutes a full disclosure of my financial status. (Attach additional pages if necessary.)

ASSETS	LIABILITIES
REAL ESTATE	
3501 MOCKINGBIRD LN. 2'000.000	MORTGAGE 580,000
2905 BLUEBIRD LN. 330,000	MORTGAGE 140.000
AUTOMOBILES	
CADILLAC ESCALADE 2016 45,000	CHASE BANK 22,000
FORD F450 2017 65.000	TD BANK 12,000
SUBURBAN 2018 35,000	—
PERSONAL AND HOUSEHOLD GOODS	
500,000	
CASH	
30,000	
SECURITIES, STOCKS, OTHER INVESTMENTS	
—	
OTHER	

Applicant

Attachment B

ASSETS AND LIABILITIES DEDICATED TO LIMOUSINEBUSINESS

I, JOSE MATEO, the applicant for an operating certificate in the attached application hereby designate the following of my assets and liabilities as being dedicated to the limousine business for which I seek an operating certificate. The following represents a full disclosure of my financial commitment to that limousinebusiness.

ASSETS	LIABILITIES
REAL ESTATE	
1402 E MAPLE AVE 650,000	—
AUTOMOBILES	
2018 FORD F550 TRK 180,000	HANMI BANK 165,000
2018 FORD T350 VAN 50,000	TCF FIN. 25,000
2016 FORD T350 VAN 50000	TCF FIN. 18,000
PERSONAL AND HOUSEHOLD GOODS	
—	
CASH	
—	
SECURITIES, STOCKS, OTHER INVESTMENTS	
—	
OTHER	

Applicant

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tammy Gould	
Edgewood Partners Insurance Center 6260 McLeod Dr. , Suite 100 Las Vegas NV 89120	PHONE (A/C, No, Ext): (702) 364-4727	FAX (A/C, No): (702) 364-9727
	E-MAIL ADDRESS: Tammy.Gould@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hallmark Specialty Insurance Company	26808
INSURED Midland Shuttle Services Inc 1402 E Wadley Ave Midland TX 79705	INSURER B : Berkshire Hathaway Inc.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20/21 AI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			G42421947-0	05/15/2020	05/15/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			02APM020640-02	05/04/2020	05/04/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 85,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE City of Midland IS ALSO NAMED AS ADDITIONAL INSURED BUT ONLY TO THE EXTENT THAT THE CERTIFICATE HOLDER IS ALSO LIABLE FOR THE CONDUCT OF THE NAMED INSURED. There is a 30 day cancellation notice.

CERTIFICATE HOLDER

City of Midland
300 N Loraine
Midland TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

COMMENTS/REMARKS

Vehicle Schedule:

2012 Freightliner G3600-Black 4UZFDGA87BCAU7800 Seating 56
2017 Ford Transit 1FBVU4XG7HKB26798 Seating 14
2017 Ford F550 1FDAF5GT3HEC69541 Seating 27
2016 Chevrolet G3500 1GAZGMFG3G1292772 Seating 10
2018 Transit XLT 1FBVU4XG9JKB25612 Seating 14

COPYRIGHT 2000, AMS SERVICES INC.

2021 MIDLAND SHUTTLE SERVICES VEHICLE LIST

Unit #	YEAR	MAKE	MODEL	COLOR	VIN	PLATE
4	2017	FORD	TRANSIT XL	BLACK	1FBVU4XG7HKB26798	**KBJ 7478**
16	2017	FORD	F550	BLACK	1FDAF5GT3HEC69541	**428 330**
34	2018	FORD	TRANSIT XL	BLACK	1FBVU4XG9JKB25612	**LDL-8962**

Contract Carrier Vehicles

Unit #	YEAR	MAKE	MODEL	COLOR	VIN	PLATE
10	2016	CHEVY	EXPRESS	WHITE	1GAZGMFG3G1292772	**KWB 9886**
30	2012	CAIO	G3600	BLACK	4UZFDGA87BCAU7800	**T93 056**

Not used as Limo Service.

March 23, 2021
29.15
PACKET

Attachment C

INSURANCE COVERAGE

A Certificate of Insurance listing coverage and each vehicle covered shall be filed with this application as set forth in City Code 5-6-2(F).

Coverage shall be:

(a) not less than twenty thousand dollars ($20,000.00) for bodily injury or death in any one accident;

(b) not less than forty thousand dollars ($40,000.00) because of injury or death of two (2) or more persons in any one accident;

(c) not less than fifteen thousand dollars ($15,000.00) for property damage;

(d) not less than two thousand dollars ($2,000.00) for personal injury protection for passengers; and

(e) include uninsured motorists coverage in the same amounts as required for liability coverage.

Attachment D

CORPORATE CHARTER OR CERTIFICATE

Corporate applicants must supply a copy of their Corporate Charter or a copy of the corporation's certificate from the Texas Secretary of State indicating the corporation's authority to conduct business in the State of Texas. Please attach as Attachment D.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

March 23, 2010

Attn: Legalzoom.com, Inc.

Legalzoom.com, Inc.
7083 Hollywood Blvd., Suite 180
Los Angeles, CA 90028 USA

RE: Midland Shuttle Services Inc.
File Number: 801246589

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic for-profit corporation.

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at http://window.state.tx.us/taxinfo/franchise/index.html.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Midland Shuttle Services Inc.
File Number: 801246589

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/23/2010

Effective: 03/23/2010

Hope Andrade
Secretary of State

Come visit us on the internet at http://www.sos.state.tx.us/

Phone: (512) 463-5555
Prepared by: Linda Basler
Fax: (512) 463-5709
TID: 10306
Dial: 7-1-1 for Relay Services
Document: 300250410002

Form 201

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

Certificate of Formation
For-Profit Corporation

Filed in the Office of the Secretary of State of Texas
Filing #: 801246589 03/23/2010
Document #: 300250410002
Image Generated Electronically for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a for-profit corporation. The name of the entity is:

Midland Shuttle Services Inc.

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Elizabeth Mateus

C. The business address of the registered agent and the registered office address is:

Street Address:
2905 Bluebird Ln. Midland TX 79705

Consent of Registered Agent

☑ A. A copy of the consent of registered agent is attached. **7766654.pdf**

OR

☐ B. The consent of the registered agent is maintained by the entity.

Article 3 - Directors

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: **Jose Mateus**

Address: **2905 Bluebird Ln. Midland TX, USA 79705**

Article 4 - Authorized Shares

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

Number of Shares	Par Value (must choose and complete either A or B)	Class	Series
10,000	☑ A. has a par value of $**0.01** ☐ B. without par value.	**Common**	

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

Article 5 - Purpose

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer is set forth below.

Eileen Gallo **7083 Hollywood Blvd., #180, Los Angeles, CA 90028**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Eileen Gallo, Legalzoom.com, Inc.

Signature of organizer

FILING OFFICE COPY

Form 401-A
(Revised 12/09)

Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for Midland Shuttle Services Inc.

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: Maria Elizabeth Mateus — 3-17-10

Signature of registered agent | *Printed name of registered agent* | *Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of _____

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x: _____

Signature of person authorized to act on behalf of organization | *Printed name of authorized person* | *Date (mm/dd/yyyy)*

Attachment E

EXPERIENCE RECORD

I, JOSE MATEUS, the applicant for a limousine operating certificate in the attached application, have the following experience record in relation to limousineand other commercial transportation:

Company Name and Address	Dates of Service	Position with Company
MIDLAND SHUTTLE SERVICES	5/2010 - PRESENT	PRESIDENT OWNER

Total number of years driving a taxicab:

How long have you held a driver's license? 36 YEARS Date of Birth: 11-19-1966

Provide information below for States in which you have held a Driver's License:

State of Issuance	Dates Held	Type	Driver's License Number
TEXAS	2008 - TO PRESENT	C	27397992
NORTH CAROLINA	2000 TO 2008	C	20150466
CALIFORNIA	1991 - TO 1994	C	A9283272

Describe any accident with a motor vehicle which you have had in the last ten years. Specific responsibility for the accident, any property damaged and the extent of any injuries suffered by any person involved:

Other Comments:

Applicant

Attachment F
CITY CHAUFFEUR'S LICENSE

Full Name (including Maiden): JOSE MATEU
Address: 3591 MOCKINGBIRD LN Phone: 432-312-0443
Business Address: 1402 E. WADLEY AVE Phone: 432-260-5428
Birth Place: CHICAGO ILL Birth Date: 11-19-66 Age: 54
Race: W Sex: M Hgt 5.9 Wgt: 270 Hair: BROWN Eyes: BROWN Complexion: BROWN
List any body or facial marks/defects: N/A
Length of Residence: Midland 13 Y State TX U.S. Citizen? (Yes) or No:
Driving Experience-Number of Years: 36 Social Security #: 215-11-2259

TX DRIVERS LICENSE #: _____

LIMOUSINE COMPANY YOU ARE WORKING FOR:
Name of Limousine Company: MIDLAND SHUTTLE SERVICES
Limousine Company Address: 1402 E WADLEY AVE. MIDLAND TX 79705
Physician Name: JOSE MATEU SANTIAGO GIRALDO
Physician Address: 8030 E. HWY 191 ODESSA 79761 Phone #: 432-337-5411

HAVE YOU EVER BEEN ARRESTED? Yes _____ No X

List the charge(s) whether or not you know the date and/or disposition, and whether or not you were convicted: (Do not list traffic violations here.)

Place Arrested	Date	Charge	Disposition

(List additional arrests on the back of this sheet.)

If convicted of a criminal offense, you may attach any recommendations from authorities regarding your record of good conduct.

List all traffic violations you have received (if any):

Place	Date	Charge	Disposition
US. 87 - DAWSON CO	11-18-2015	NO SEAT BELT AS PASSENGER	PAID.
HWY 258 YOAKUM CO	2-20-2017	NO FRONT LICENSE PLATE	—
1100 W. WADLEY MIDLAND	08.04-14	SPEEDING	SAFETY CLASS

(List additional traffic violations on the back of this sheet.)

Any omission will result in a denial of this application. This information is true and correct to the best of my knowledge.

Signed: _____

Dated: 2/3/2021

City Council Meeting

Item Number: 30

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 9,357-SQUARE FOOT PORTION OF LOT 2A, BLOCK 1A, MIDKIFF PLAZA ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST 250 LOOP NORTH, APPROXIMATELY 1,036 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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)**

Purpose:

The applicant, Garret Haley, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a restaurant at 3001 W. Loop 250 North, Building D.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

PD, Planned District for a Shopping Center. (Ordinance 6398)

Surrounding Zoning and Land Use:

The properties to the north and west are zoned RR, Regional Retail District, and are the locations of shopping centers. The properties to the east and south are zoned PD, Planned District for a Shopping Center, and are the locations of shopping centers.

Analysis:

The property is located in a PD, Planned District for a Shopping Center, governed by Ordinance 6398, which has an underlying zoning of RR, Regional Retail District. This zoning district permits the sale and on premises consumption of alcoholic beverages in a restaurant, with the approval of a Specific Use Designation with Term.

The site is located at 3001 W. Loop 250 North, Building D, and does not currently have a Specific Use Designation for sale and on premises consumption of alcoholic beverages. The serviceable area will have a maximum indoor floor area of 2,600 square feet with an additional 470 square feet of patio floor space. The site currently has adequate parking and restroom facilities. The applicant is requesting alcohol service hours as the following:

Monday through Saturday, 11:00 a.m. to 10:00 p.m.

The proposed hours of operation are the same as stated above.

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Building Code: (Approved)

The SUD for Blue Sky is acceptable. The property must adhere to the maximum occupant load of 204. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Blue Sky of Texas will create a vibrant atmosphere where residents can feel relaxed and enjoy burgers along with beer and wine.

This request was recommended for approval at the December 7, 2020 Planning and Zoning Commission meeting and approved at the January 12, 2021 City Council meeting.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

Conditions:

A. **That the serviceable area of the restaurant shall be limited to approximately 3,070 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

C. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

D. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

E. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Saturday, from 11:00 a.m. to 10:00 p.m.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of January 6, 2021, staff has not received any letters of objection.

Attachments:

Floor Plan (Exhibit A)
Site Plan
Application
Warranty Deed
Maps
Ordinance 6398

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 9,357-SQUARE FOOT PORTION OF LOT 2A, BLOCK 1A, MIDKIFF PLAZA ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST 250 LOOP NORTH, APPROXIMATELY 1,036 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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, the City Code, and State law, 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 granting a Specific Use Designation With Term for a 9,357-square foot portion of Lot 2A, Block 1A, Midkiff Plaza Addition, Section 8, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a

Shopping Center.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,070 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 11:00 a.m. to 10:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

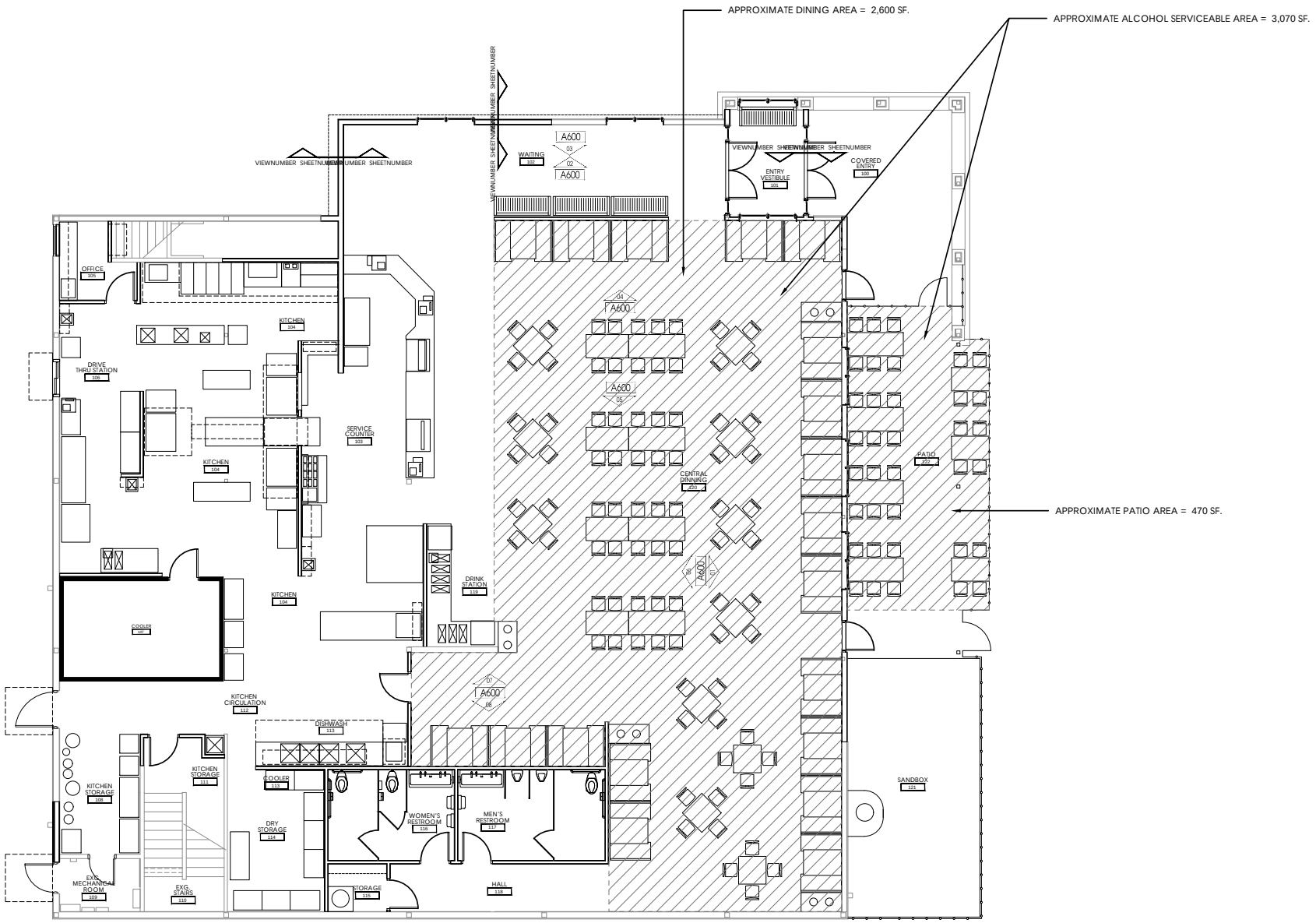
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

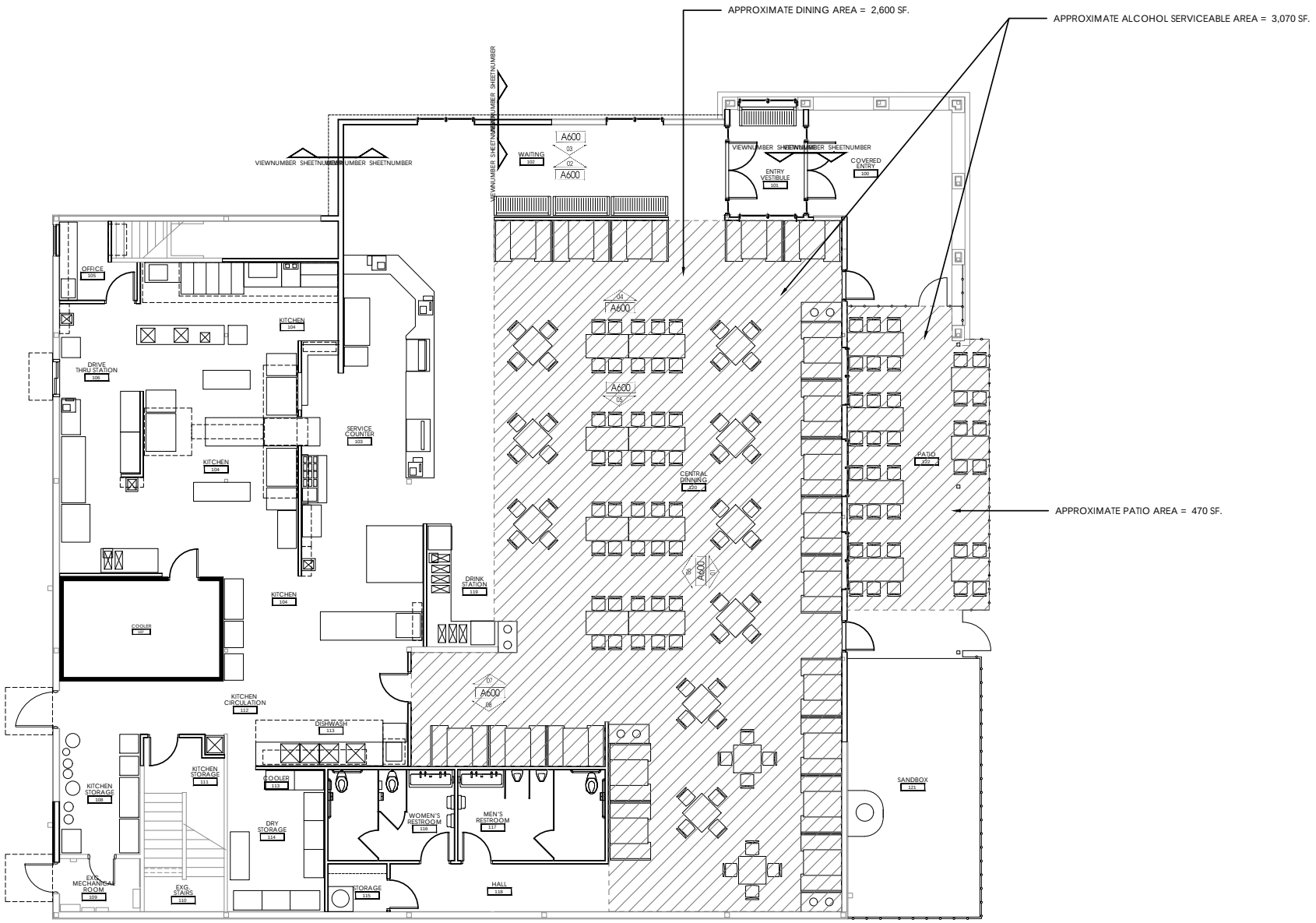
_____
John Ohnemiller, City Attorney



01 SCHEMATIC DIMENSION PLAN
SCALE 3/16" = 1'-0"

EXHIBIT "A"

PACKET
30.9
March 23, 2021



01 SCHEMATIC DIMENSION PLAN
SCALE 3/16" = 1'-0"

PACKET
30.10
March 23, 2021

PLAN MATERIALS

EARTH
POROUS FILL (STONE OR GRAVEL, ETC.)
ROCK
LIGHTWEIGHT CONCRETE
STRUCTURAL CONCRETE
BRICK (COMMON OR FACE)
CONCRETE MASONRY UNITS (CMU)
CUT STONE
MARBLE
RUBBLE STONE
SOAPSTONE, SLATE
METAL (LARGE SCALE)
METAL (SMALL SCALE)
RESILIENT FLOORING
ACOUSTICAL TILE
TERRAZZO
PLASTER, SAND, CEMENT, GROUT
GYPSUM WALL BOARD (SHEETROCK), ETC.)
CERAMIC TILE
GLASS (LARGE SCALE)
INSULATION (RIGID)
INSULATION (LOOSE OR BATT)
WOOD - ROUGH (CONTINUOUS)
WOOD - ROUGH (NON-CONTINUOUS)
WOOD - FINISHED
PLYWOOD (LARGE SCALE)

PLAN SYMBOLS

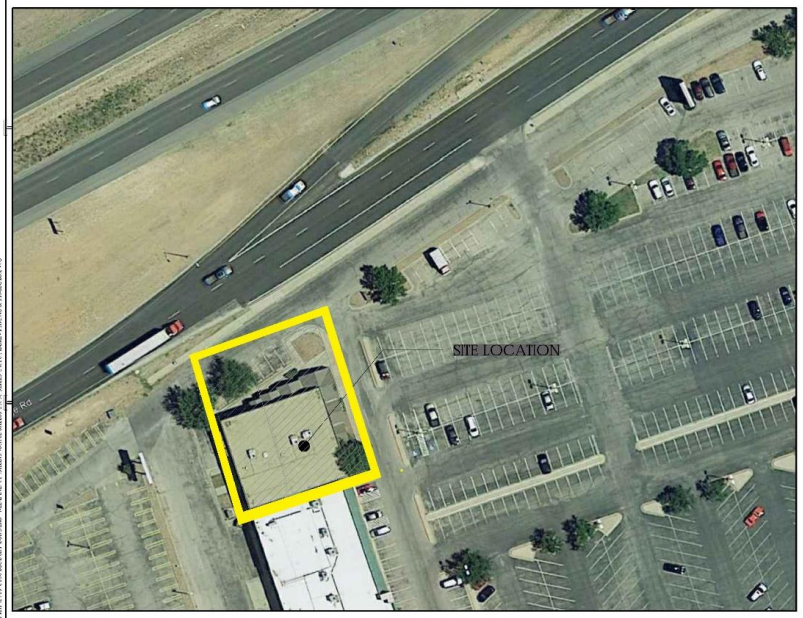
EXTERIOR ELEVATION
INTERIOR ELEVATION
WALL SECTION
BUILDING SECTION
DETAIL SECTION
ENLARGED DETAIL
DOOR TAG
WINDOW TAG
STORE FRONT TAG
ROOM TAG
WALL TYPE TAG
COLUMN REFERENCE GRID
DRAWING REVISION NUMBER (NUMBER)
NORTH POINT
MATERIAL C
VARIOUS IDENTIFICATION TAG (LETTER OR NUMBER)
VARIOUS IDENTIFICATION TAG (LETTER OR NUMBER)
VARIOUS IDENTIFICATION TAG (LETTER OR NUMBER)
STANDARD PLUMBING CONFIGURATION LABEL
TOILET ACCESSORY IDENTIFICATION
PLUMBING FIXTURE IDENTIFICATION
EQUIPMENT IDENTIFICATION

ABBREVIATIONS

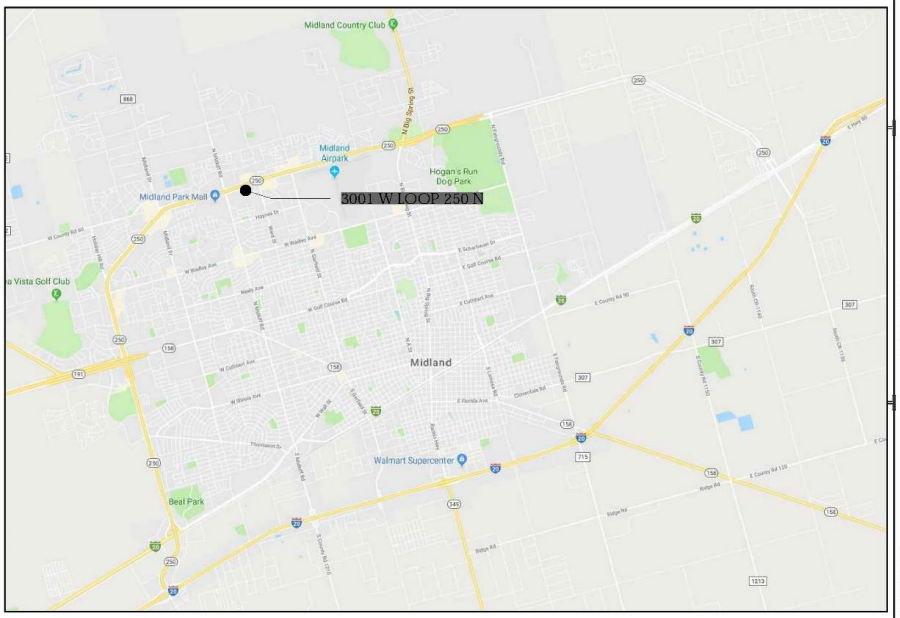
ABV	= ABOVE FINISH FLOOR	CONT	= CONTINUOUS						SHW	= SHOWER	
AC	= ACOUSTICAL	CRDR	= CORRIDOR	GALV	= GALVANIZED	NIC	= NOT IN CONTRACT		SIM	= SIMILAR	
ACT	= ACOUSTICAL TILE	CRS	= COURSE	GA	= GAUGE	NIS	= NOT TO SCALE		SD	= SOAP DISPENSER	
AP	= ACCESS PANEL	CTK	= CURTAIN BLOCK	GC	= GENERAL CONTRACTOR	NO	= NUMBER		SC	= SOLID CORE	
ADJ	= ADJUSTABLE			GL	= GLASS/GLAZING				SCFV	= SOLID CORE FLUSH VENEER	
AGG	= AGGREGATE	DF	= DAMPROOFING	GB	= GRAB BAR	OFF	= OFFICE		SS	= SPLASH BLOCK	
A/C	= AIR CONDITIONING	DTL	= DETAIL	GD	= GRADE	OC	= ON CENTER		SQ	= SQUARE	
ALT	= ALTERNATE		= DIAMETER	GP	= GYPSUM	OPG	= OPENING		SST	= STAINLESS STEEL	
AL	= ALUMINUM	DIM	= DIMENSION	GDW	= GYPSUM DRYWALL	OPH	= OPPOSITE HAND		STD	= STANDARD	
ALTHR	= ALUMINUM THRESHOLD	DR	= DOOR			OH	= OVERHEAD		ST	= STEEL	
AB	= ANCHOR BOLT	DBL	= DOUBLE	HDW	= HARDWARE				STO	= STORAGE	
L	= ANGLE	DS	= DOWNSPOUT	HWD	= HARDWOOD	PTD	= PAINTED		STRU	= STRUCTURE	
ANOD	= ANODIZED	DWR	= DRAWER	HT	= HEIGHT	PNTGR	= PAINT GRADE		SUS	= SUSPENDED	
APP	= APPROXIMATE	DWG	= DRAWING	HC	= HOLLOW CORE	PR	= PAIR				
AD	= ABRA DRAIN			HCTV	= HOLLOW CORE TV/SH	PTLW	= PAPER TOWEL DISPENSER		TKBD	= TACK BOARD	
AT	= ASPHALT TILE			VENEER					TKS	= TACK STRIP	
@	= AT	EA	= EACH						TKSF	= TACK SURFACE	
		EC	= ELECTRICAL CONTRACTOR	HM	= HOLLOW METAL	PTN	= PARTITION		TC	= TEACHERS CABINET	
		EWC	= ELECTRIC WATER COOLER	HOR	= HORIZONTAL	PLAS	= PLASTER		TPH	= TELEPHONE	
BE	= BEAM	EDF	= ELECTRIC DRINKING			PLT	= PLASTIC		TPL	= TEMPLATE	
BM	= BENCH MARK	FOUNTAIN		INS	= INSULATION	PL	= PLATE/PROPERTY LINE		TLT	= TOILET	
BLK	= BLOCK	EL	= ELEVATION	INT	= INTERIOR	PG	= PLATE GLASS		TOD	= TOP OF DECK	
BLKG	= BLOCKING	EQP	= EQUIPMENT			PWD	= PLYWOOD		TOP	= TOP OF PLATE	
BD	= BOARD	EXG	= EXISTING	JT	= JOINT	PCP	= PORTLAND CEMENT PLASTER		TOS	= TOP OF SLAB / TOP OF STEEL	
BW	= BOTH WAYS	EXCR	= EXISTING GRADE			PT	= PRE-PAINTED		TPH	= TOILET PAPER HOLDER	
BRK	= BRICK	EXPAN	= EXPANSION	LAM	= LAMINATE				TCM	= TOP OF CURB ELEVATION	
BRZ	= BRONZE	EJ	= EXPANSION JOINT	LAV	= LAVATORY	QT	= QUARRY TILE		TYP	= TYPICAL	
BLDG	= BUILDING	EXP	= EXPOSED	LW	= LIGHTWEIGHT	RAD	= RADIUS				
BUR	= BUILT UP ROOF	EXT	= EXTERIOR	MFR	= MANUFACTURER	RFNT	=		UNO	= UNLESS NOTED OTHERWISE	
				MAS	= MASONRY		REINFORCE/REINFORCEMENT		URS	= URINAL SCREEN	
CAB	= CABINET	FT	= FEET	MD	= MASONRY DIMENSION	RSQ	= REQUIRED				
CR	= CAULK	FIN	= FINISH	MO	= MASONRY OPENING	RAG	= RETURN AIR GRILLE		VERT	= VERTICAL	
CLG	= CEILING	FF	= FINISH FLOOR	MIL	= MATERIAL	RD	= ROOF DRAIN		VWC	= VINYL WALL COVERING	
		FGD	= FINISH GRADE	MAX	= MAXIMUM	RM	= ROOM		VCT	= VINYL COMPOSITION TILE	
℄	= CENTER LINE	FE	= FIRE EXTINGUISHER	MC	= MEDICINE CABINET	RO	= ROUGH OPENING				
CT	= CERAMIC TILE	FEC	= FIRE EXTINGUISHER CABINET	MMB	= MEMBRANE				WR	= WATER PROOFING	
CMHD	= CHALKBOARD	FHC	= FIRE HOSE CABINET	MET	= METAL	SND	= SANITARY NAPKIN DISPENSER		WP	= WATERPROOFING	
CLR	= CLEAR	FLR	= FLOOR	MIN	= MINIMUM	SNR	= SANITARY NAPKIN		WT	= WEIGHT	
CSO	= CLOSET			MIR	= MIRROR	RECEPTACLE			W/	= WITH	
CH	= COAT HOOK	FD	= FLOOR DRAIN	MR	= MOISTURE RESISTANT				W/O	= WITHOUT	
COL	= COLUMN	FLDR	= FOLDING	MD	= MODEL	SNT	= SEALANT		WD	= WOOD	
CONC	= CONCRETE	PS	= FOOT SCRAPPER	MB	= MOP BASIN	SLD	= SEALED		WIN	= WINDOW	
CMU	= CONCRETE MASONRY UNITS	FUR	= FURRING	MUL	= MULLION	SSK	= SERVICE SINK				

DRAWING SHEET LAYOUT GRID

30	29	28	27	26	25
24	23	22	21	20	19
18	17	16	15	14	13
12	11	10	9	8	7
6	5	4	3	2	1



02 PROJECT VICINITY MAP
SCALE NOT TO SCALE



01 PROJECT LOCATION MAP
SCALE NOT TO SCALE

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ARCHITECTURE & PLANNING
2315 50TH ST. Suite A
Lubbock, TX 79412
806-702-8669
www.wcadesignstudio.com

NOT FOR CONSTRUCTION OR REGULATORY APPROVAL

REPRODUCTION FORBIDDEN WITHOUT WRITTEN PERMISSION FROM WCA DESIGN STUDIO, LLC.

BLUE SKY BURGERS - MIDLAND 01
3001 W LOOP 250 N END CAP
MIDLAND, TEXAS 79705

REVISIONS

SEE ADDED DRAWING...
AOR: --
PM: ZCG
QC: CMS

02/21/2020
DATE
PROJECT NUMBER
2019-5409

A010
SHEET NUMBER

A010 ABBREVIATIONS & SYMBOLS

PHASE 1 : PRICING SET

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-20-0089

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Garrett Haley		Phone (806) 722-1022 Email garrett@wheelhousetexas.com	
Address 6502 Slide Road, Suite #200	City Lubbock	State TX	Zip 79424

Property Owner Printed Name: Grant Gafford		Phone (806) 722-1202 Email grant@wheelhousetexas.com	
Address 6502 Slide Road, Suite #200	City Lubbock	State TX	Zip 79424

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3001 W Loop 250 N

Business Name: Blue Sky of Texas

Legal Description
Lot: 2A Block: 1A Subdivision: Midkiff Plaza, Section 8

Current Zoning: Planned Development District

Reason for Request: Our tenant, Blue Sky of Texas, intends to offer beer and wine on their restaurant menu

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Fast casual restaurant

Proposed/Current Days and Hours of Operation: Monday - Saturday, 11am - 10pm

Proposed Days and Hours of Alcohol Service: Monday - Saturday, 11am - 10pm

Total Square Footage of Business: 9,357 SF

Square Footage of Alcohol Serviceable Area: 3,070 SF

Restroom Fixtures: *Men*	**Toilets/Urinals:** 2 / 2	**Bathroom Sinks:** 3
Women	**Toilets:** 3	**Bathroom Sinks:** 3

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 11/10/2020
Applicant (printed): Garrett Haley	
Property Owner (signature):	Date: 11/10/2020
Property Owner (printed) : Grant Gafford, manager	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # CC authorization	☑ Plans in Digital Format (PDF/JPEG)
Received By: Emailed	Date: 11-11-20

****Application will not be considered for scheduling until reviewed by a planner.****

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, and the further consideration of a certain promissory note of even date herewith in the principal amount recited therein (the ***"Note"***), executed by Grantee (hereinafter defined) and payable to the order of WELLINGTON STATE BANK, a Texas banking corporation (***"Lender"***), the payment of which Note is secured by the vendor's lien retained herein, and is additionally secured by a deed of trust of even date herewith, executed by Grantee to Todd Pope, Trustee, for the benefit of Lender, JANET S. WALTON, INDIVIDUALLY AND AS INDEPENDENT ADMINISTRATIX OF THE ESTATE OF JUDKINS WALTON, DECEASED CAUSE NO. P19473 (***"Grantor"***), for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration paid by WH MID 3001 LOOP 250, LP, a Texas limited partnership (***"Grantee"***), whose mailing address is 6502 Slide Road, Suite 202, Lubbock, Texas 79424, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in Midland County, Texas, and described on **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes, together with all appurtenances thereon or in anywise appertaining thereto and all buildings, structures, fixtures and improvements located thereon (said land, improvements and appurtenances being herein together referred to as the "***Property***").

This conveyance is made subject to the Permitted Exceptions set forth in **Exhibit "B"** hereto, to the extent the same are valid and subsisting and affect the Property, and except for ad valorem taxes assessed against the Property for the calendar year in which this conveyance becomes effective (which are hereby assumed by Grantee), Grantee does not assume or in any manner agree to pay or indemnify Grantor for any indebtedness secured by any lien against, or interest in, the Property or any portion thereof.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof subject, however, as aforesaid, when the claim is by, through, and under Grantor, but not otherwise.

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS, without warranty express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property.

To secure the payment of the Note, the vendor's lien and superior title are retained against the Property until the Note and all interest thereon is fully paid and satisfied according to its face, tenor, effect and reading, and Grantor, for value received from the Lender, as recited above, does hereby TRANSFER, ASSIGN, and SET OVER, without recourse, unto the Lender, its successors and assigns, said vendor's lien retained to secure the Note together with the superior title remaining in Grantor.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this 30th day of December, 2019.

GRANTOR:

Janet S. Walton

Janet S. Walton, individually and
as Independent Administratix of the Estate of
Judkins Walton, Deceased Cause No. P19473

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 30th day of December, 2019, by Janet S. Walton, individually and as Independent Administratix of the Estate of Judkins Walton, Deceased Cause No. P19473.

NOTARY PUBLIC STATE OF TEXAS
RUBY KAMALI
My Notary ID # 125761745
Expires July 14, 2022

Name (Print):_____
Notary Public, State of Texas

After Recording, Return To:
WH MID 3001 LOOP 250, LP
6502 Slide Road, Suite 202
Lubbock, Texas 79424

EXHIBIT A
Legal Description of the Property

BEING 0.643 ACRE OF LAND, LYING IN AND BEING SITUATED OUT SECTION 16, BLOCK 39, T-1-S, T & P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, BEING THE NORTHWEST PORTION OF LOT 2A, BLOCK 1A, MIDKIFF PLAZA, SECTION 8, AN ADDITION TO THE CITY OF MIDLAND RECORDED IN CABINET D, PAGE 332 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND BEING ALL OF THAT SAME 0.643 ACRE TRACT CONVEYED TO JUDD WALTON BY DEED RECORDED IN VOLUME 1460, PAGE 521 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS; SAID 0.643 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2019:

Beginning at point in the south r-o-w line of Loop 250 for the northerly common corner of said Lot 2A and Midkiff Plaza, Section 13, an addition to the City of Midland recorded in Cabinet F, Page 31 of said Plat Records, and the northwest corner hereof and from which a concrete monument with brass cap (TXDOT monument) found for an angle point of said r-o-w line bears South 60°46'10" West a distance of 234.13 feet along said r-o-w line;

THENCE North 60°46'10" East a distance of 199.98 feet along said r-o-w line to a point for the northeast corner hereof and from which an iron rod with aluminum cap found for an angle point of said r-o-w line bears North 60°46'10" East a distance of 284.66 feet along said r-o-w line;

THENCE South 14°20'57" East a distance of 170.20 feet to a 60D nail set for the southeast corner hereof;

THENCE South 75°26'51" West a distance of 193.27 feet to a 60D nail set in the common line of said Midkiff Plaza, Section 13 and said Lot 2A for the southwest corner hereof;

THENCE North 14°20'57" West a distance of 119.53 feet along said common line to the POINT OF BEGINNING and containing 0.643 acre of land, more or less.

EXHIBIT B
Permitted Exceptions

1. Oil and Gas Leases of record under Document No. 2019-2437 and 2019-3101, Official Records, Midland County, Texas as noted on survey by John G. Watson, RPLS No. 5498, of John F. Watson & Company, dated August 31, 2019.

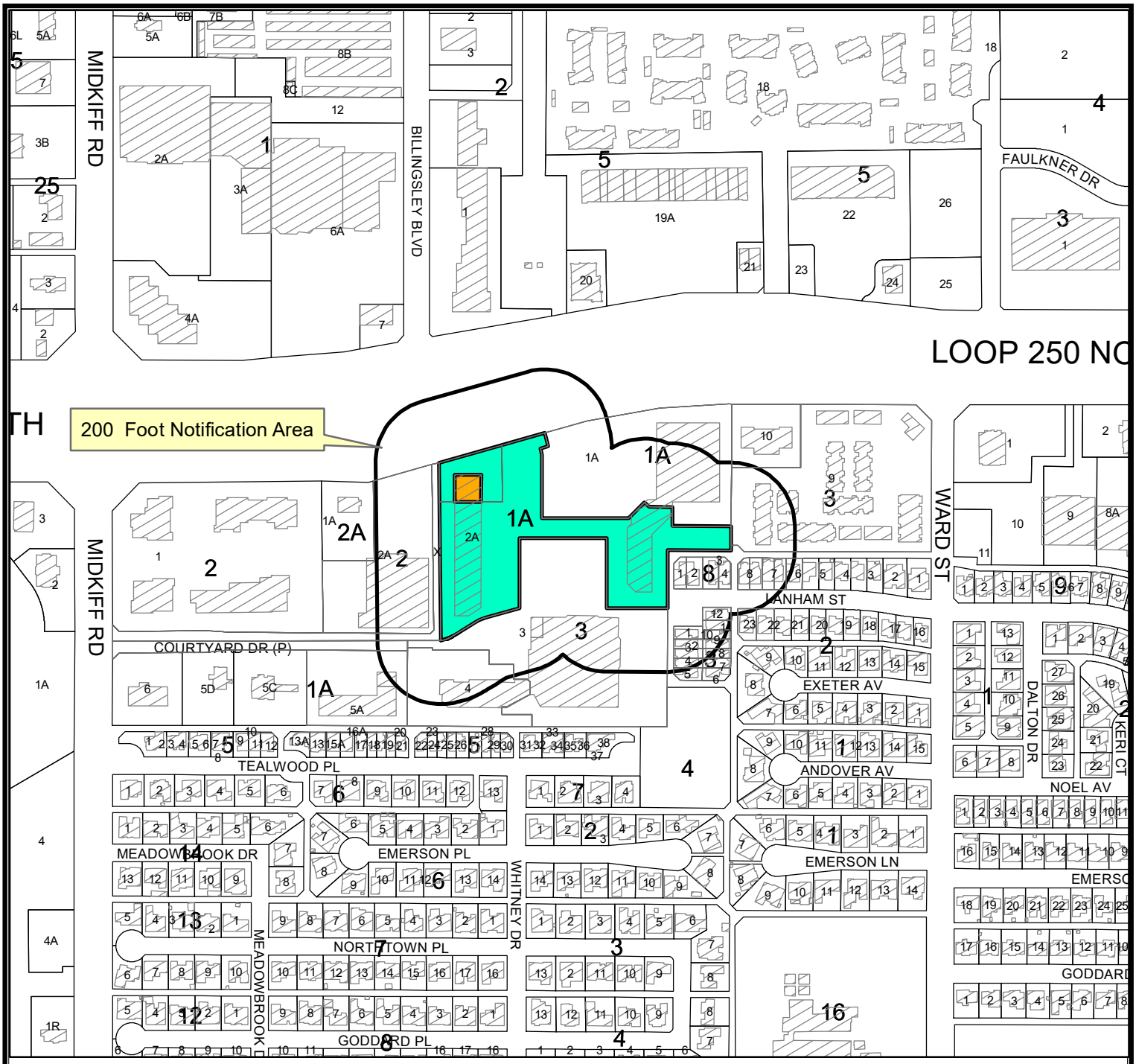
2. Easement to Energas of record in Volume 877, Page 85, Deed Records, Midland County, Texas as noted on survey by John G. Watson, RPLS No. 5498, of John F. Watson & Company, dated August 31, 2019.

3. Easements executed by Midland Plaza of record in Volume 783, Page 350 and 366, Deed Records, Midland County, Texas as noted on survey by John G. Watson, RPLS No. 5498, of John F. Watson & Company, dated August 31, 2019.

4. 10' TESCO Easement of record in Volume 737, Page 172, Deed Records, Midland County, Texas as noted on survey by John G. Watson, RPLS No. 5498, of John F. Watson & Company, dated August 31, 2019.

5. 30' Access, 20' Utility, and 26' Drainage Easement as shown on survey prepared by John F. Watson.

6. Easements rights of way and setback lines as shown on the plat of record in Cabinet D, Page 332, Plat Records, Midland County, Texas as noted on survey by John G. Watson, RPLS No. 5498, of John F. Watson & Company, dated August 31, 2019.



LOCATION MAP

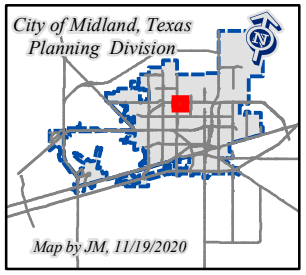
SUD-20-0089 **Scale: 1" = 450'**

Hold a public hearing and consider a request by Garrett Haley for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 9,357 square foot portion of Lot 2A, Block 1A, Midkiff Plaza Addition, Section 8, City and County of Midland, Texas.

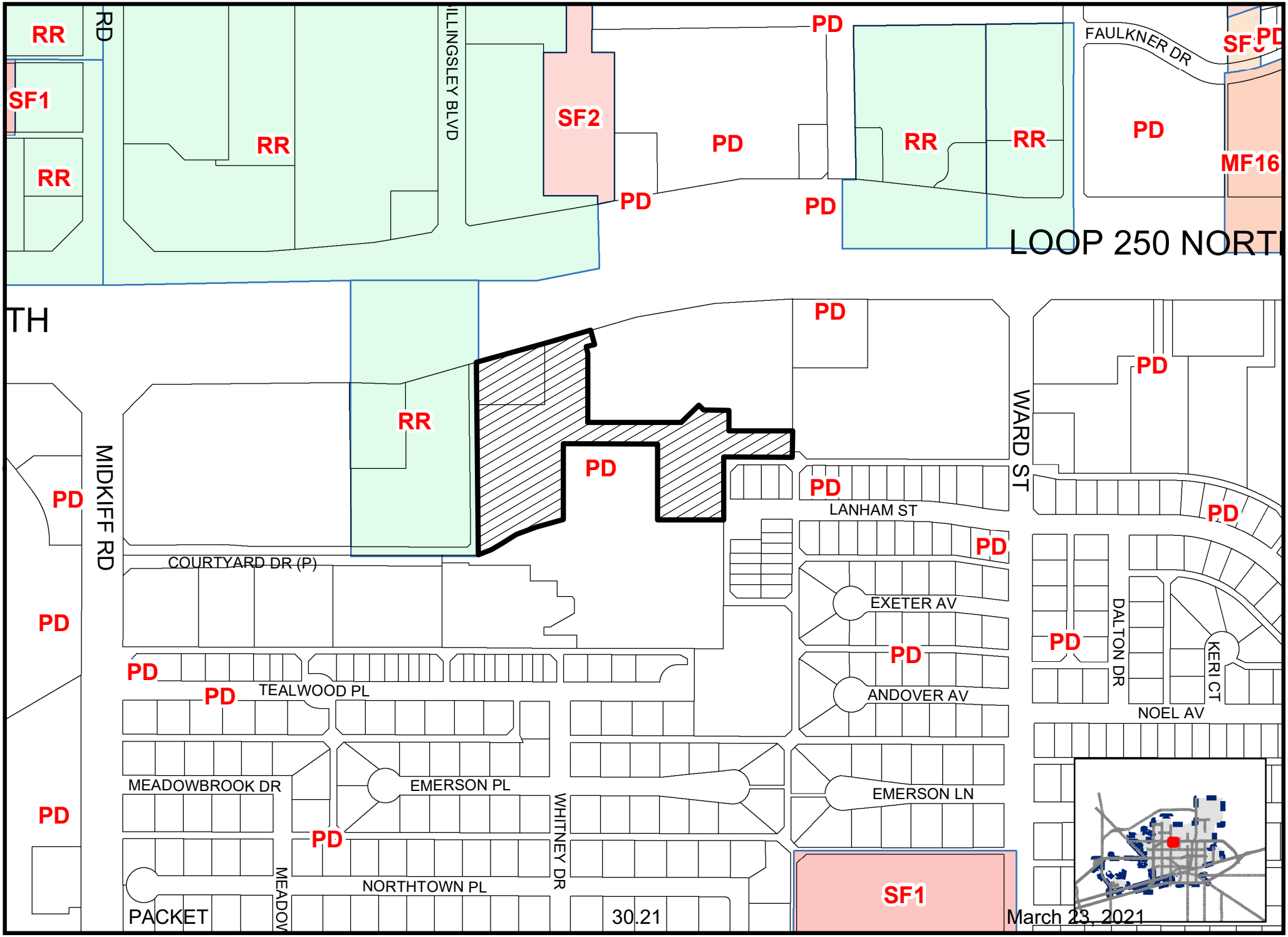
Generally located on the south side of W. Loop 250 N., approximately 1,036-feet east of N. Midkiff Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By Jm, 11/30/2020

SUD-20-0089

Scale: 1" = 350'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

PR

ORDINANCE NO. 6398

AN ORDINANCE REPEALING ORDINANCE NO. 5965 AND AMENDING ORDINANCE NO. 5476 CREATING A "PLANNED DISTRICT" FOR A HOUSING PROJECT AND SHOPPING CENTER SO AS TO ADOPT DETAILED SITE PLAN 1 AND DETAILED SITE PLAN 2 WHICH WOULD PERTAIN TO A PORTION OF THE SHOPPING CENTER AREA AND TO ADD A NEW PARAGRAPH G TO SECTION TWO OF ORDINANCE NO. 5476; PROVIDING FOR 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 ONE THOUSAND DOLLARS ($1,000.00); 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 Ditricts" 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 repealing Ordinance No. 5965 and amending the "Planned District" created by Ordinance No. 5476 as 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 said Ordinance No. 5476 should be amended so as to adopt the attached Detailed Site Plan 1 and Detailed Site Plan 2, attached hereto as Exhibits "A" and "B", and made a part hereof for all legal purposes, which pertained to a portion of the shopping center area of the "Planned District".

SECTION TWO. That Section Two of said Ordinance No. 5476 is hereby amended so as to add a new Paragraph G to hereafter read as follows:

G. That development of the property shall meet the following special conditions:

1. That development of the property within the area shown on the attached detailed site plans identified as Exhibit "A", Detailed Site Plan 1, and Exhibit "B", Detailed Site Plan 2, shall conform in all respects to the regulations applicable to an "LR-2", Local Retail District, except where greater height limits are specified for office buildings on the site plan and, in addition, shall conform to the said site plans in all respects.

2. The maximum height of the office building identified on Exhibit "B", Detailed Site Plan 2, adjacent to Loop 250, shall be two (2) stories and shall not exceed forty-two (42) feet, including accessory structures such as chimneys, cooling towers, elevator bulkheads, penthouses, tanks, water towers, and other mechanical equipment and parapet walls which extend above roof level. The identified office building shall not exceed 25,100 square feet in gross building floor area.

3. The single story retail building identified on Exhibit "B", Detailed Site Plan 2, shall not exceed a maximum twenty (20) feet in height and a maximum 23,357 square feet in floor area.

4. That each building shown on Exhibit "A", Detailed Site Plan 1, and Exhibit "B", Detailed Site Plan 2, shall be constructed within the perimeter of the building lines as shown and dimensioned on said exhibits.

5. That areas identified as landscaped areas on Exhibit "A", Detailed Site Plan 1, and Exhibit "B", Detailed Site Plan 2, including those areas within the rights-of-way of Loop 250, which are not areas which would be devoted to required public sidewalks, shall be planted in natural plant materials and shall thereafter be maintained in a healthy, growing condition.

6. That entrances along those walls of buildings identified with an asterisk (*) on Exhibits "A" and "B" shall be exclusively public entrances to main retail, dining and other customer space, or to main office space and shall not include entrances to stock or service areas or noncustomer office areas supporting retail use, or to kitchen areas of the buildings.

7. That business signs shall be located only on the face of the building, except for the three (3) pole or pylon signs described on Exhibit "A", Detailed Site Plan 1.

8. That a final plat of that area described in Exhibit "B", Detailed Site Plan 2, shall be approved and filed of record in the Midland County Courthouse prior to the issuance of a building permit on any portion of the area within this tract.

SECTION THREE. That 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, and Ordinance No. 5965 is expressly repealed.

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 one thousand dollars ($1,000.00).

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 law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 8th day of May, A.D., 1984; and passed to second reading on motion of Councilman Davidson, seconded by Councilman Hatfield, by the following vote:

Councilmen voting "AYE":	Davidson, Hatfield, Akins, Marcum and Hotchkiss
Councilmen voting "NAY":	None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Councilman Hotchkiss, seconded by Councilman Davidson, on the

22nd day of May, A.D., 1984, at a regular meeting of the City Council:

Councilmen voting "AYE": Hotchkiss, Davidson, Akins, and Hatfield

Councilmen voting "NAY": None

PASSED AND APPROVED THIS 22nd day of May, A.D., 1984.

G. Thane Akins, Mayor

ATTEST:

B. C. Clanton, City Secretary

APPROVED AS TO FORM:

J. M. Nuessle, City Attorney




HILLIARD
Michaels
Ashley
Pier 1 Imports





City Council Meeting

Item Number: 31

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 8, BLOCK 30, SKYLINE TERRACE WEST, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STILLMEADOW DRIVE AND FARGO AVENUE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jason Dan Hudson, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09.A.1. Table 5 Residential Accessory Building Requirements, concerning the minimum setbacks for corner lots to enclose an existing 435 square foot metal structure, which is currently being used as a carport, to be used as a garage.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 4500 Stillmeadow Drive, which is zoned SF-2, Single-Family Dwelling District and has a lot size of 11,151 square foot.

Per our City of Midland Zoning Ordinance, *Section 4.09.A.1. Table 5 Residential Accessory*

Building Requirements:

Lots 7,500 SF up to 21,999 SF
Minimum Setbacks for corner Lots:
15 Feet

Since the applicant's property is a corner lot, the minimum side yard setback of 15-feet as listed in the zoning ordinance would need to be met.

A building permit for the existing carport was issued on February 25, 2014; however, since the applicant is now proposing to enclose the carport and turn it into a garage, the current zoning ordinance requirements must be met.

The applicant is requesting to reduce the required minimum setback for the accessory building on the proposed lot to be approximately 0-feet to be able to proceed with the modification of the existing metal structure into a 435 square foot garage.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objections.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil or Gas issues.

Building: (Approved)

By enclosing the carport, it is by definition a garage which invokes the building code requirements for dwelling/garage fire separations. There must be a 1 hour fire rating between the proposed garage enclosure and any other flammable feature of the residence including exposed wood and trim work. There are multiple methods of achieving this but it must meet the 2018 International Residential Code requirements for a 1 hour separation.

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance, staff would recommend denial of this application for a Special Exception to the City of Midland Zoning Ordinance, *Section 4.09.A.1. Table 5 Residential Accessory Building Requirements concerning the minimum setbacks for corner lots.*

This request was approved at the March 23, 2021 City Council meeting.

Should the City Council approve this request, the property shall be subject to conditions A and B:

Conditions:

A. That the property shall significantly conform to the site plan shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the minimum setback for the accessory building on this property shall be 0-feet.

Letters of Objection:

As of February 17, 2021, staff has not received any letters of objection

Attachments:

Site Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 8, BLOCK 30, SKYLINE TERRACE WEST, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STILLMEADOW DRIVE AND FARGO AVENUE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 8, Block 30, Skyline Terrace West, City and County of Midland, Texas. Said special exception shall allow a reduced minimum side yard setback on the south side of the lot.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the south side of the lot shall be zero feet.

B. That the property shall significantly conform to Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

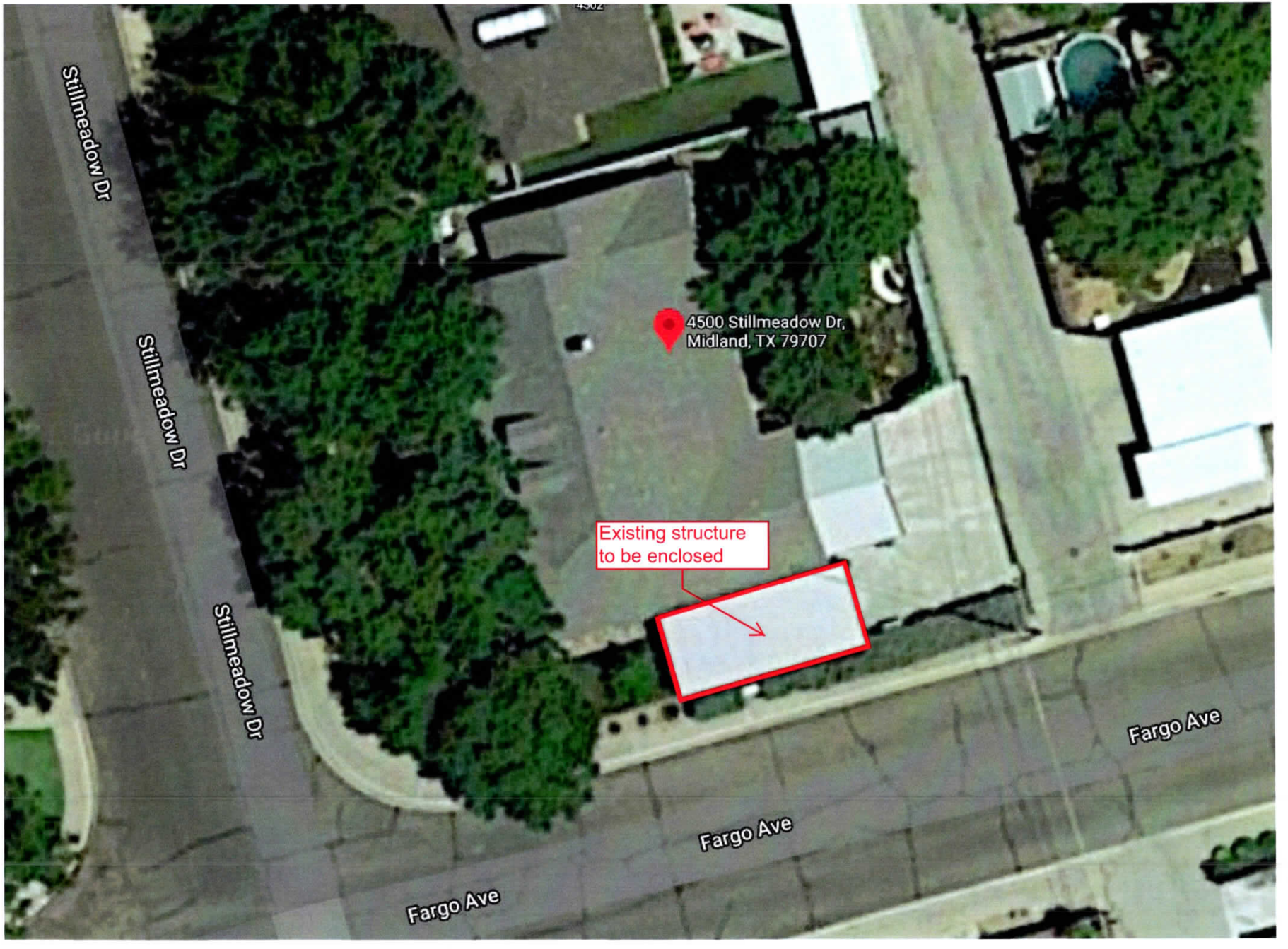
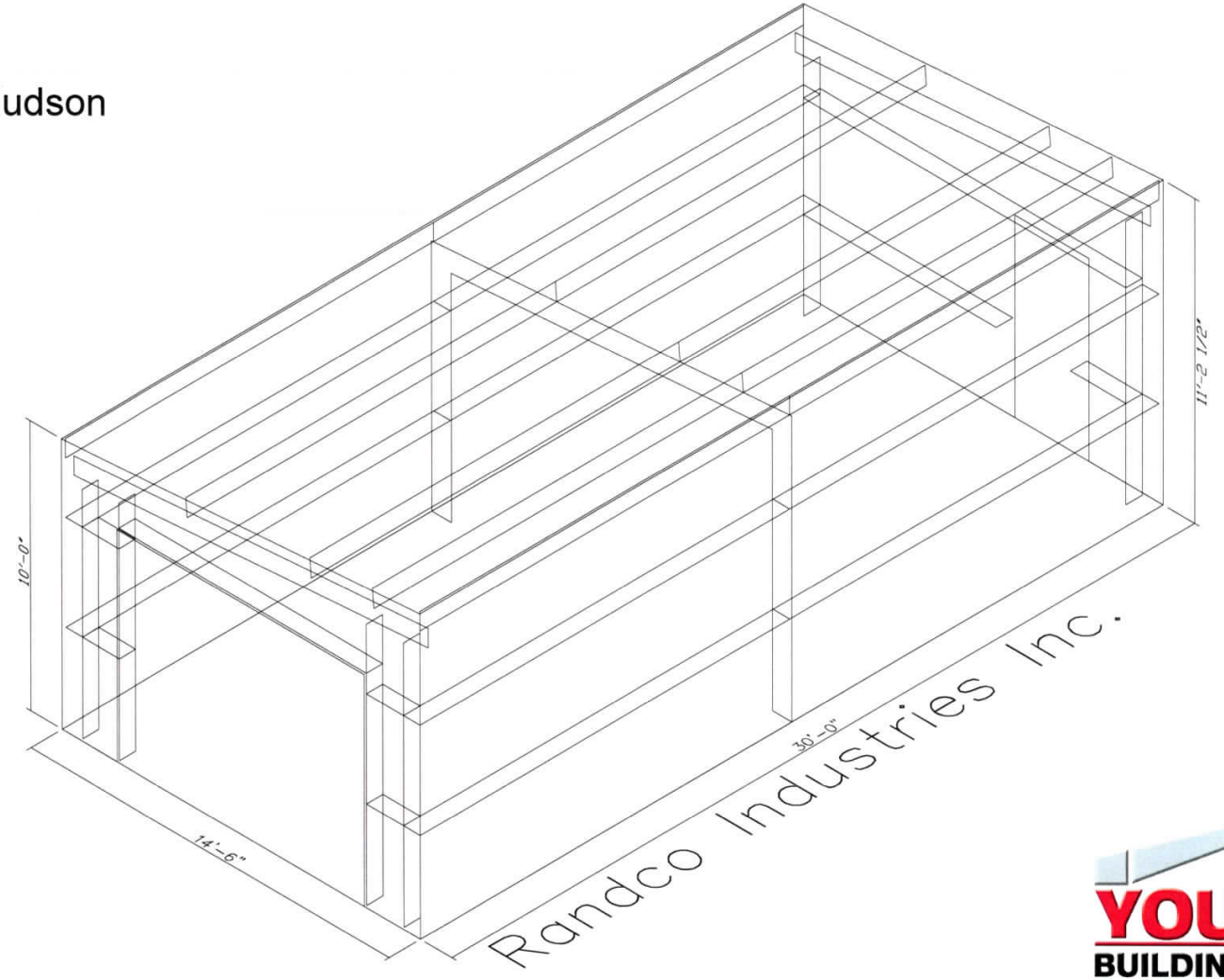
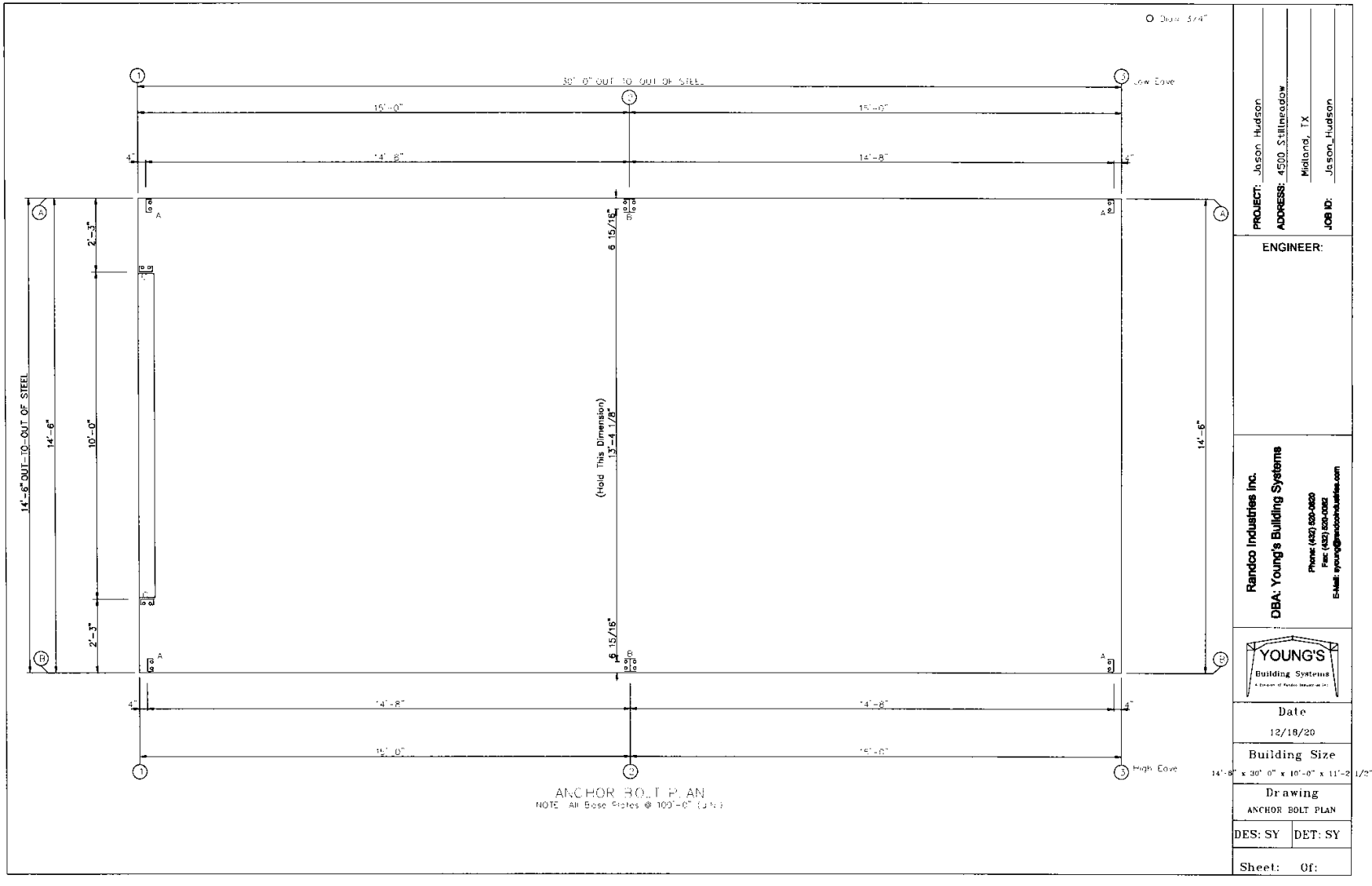

Stillmeadow Dr
Stillmeadow Dr
Stillmeadow Dr
4500 Stillmeadow Dr,
Midland, TX 79707
Existing structure
to be enclosed
Fargo Ave
Fargo Ave
Fargo Ave

EXHIBIT "A"

Jason Hudson



YOUNG'S
BUILDING SYSTEMS
A Division of Randco Industries, Inc.


30' 0" OUT TO OUT OF STEEL
Low Eave
15'-0"
15'-0"
14'-8"
14'-8"
14'-6" OUT-TO-OUT OF STEEL
14'-6"
2'-3"
10'-0"
2'-3"
6 15/16"
(Hold This Dimension)
13'-4 1/8"
6 15/16"
14'-6"
14'-8"
14'-8"
15'-0"
15'-0"
High Eave
ANCHOR BOLT PLAN
NOTE: All Base Plates @ 100'-0" (U.N.)
PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson
ENGINEER:
Randco Industries Inc.
DBA: Young's Building Systems
Phone: (432) 520-0820
Fax: (432) 520-0082
E-Mail: syoung@randcoindustries.com
YOUNG'S
Building Systems
Date
12/18/20
Building Size
14'-8" x 30' 0" x 10'-0" x 11'-2 1/2"
Drawing
ANCHOR BOLT PLAN
DES: SY
DET: SY
Sheet: Of:

NOTES FOR REACTIONS

Building reactions are based on the following building data:

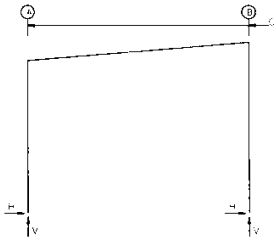
Width (ft)	= 14.5
Length (ft)	= 30.0
Eave Height (ft)	= 10.0 / 11.2
Roof Slope (rise/12)	= 1.0
Dead Load (psf)	= 2.5
Collateral Load (psf)	= 0.0
Live Load (psf)	= 20.0
Snow Load (psf)	= 3.5
Wind Speed (mph)	= 106.0
Wind Code	= IBC 18
Exposure	= C
Closed/Open	= C
Importance Wind	= 1.00
Importance Seismic	= 1.00
Seismic Zone	= B
Seismic Coeff (Fa*Ss)	= 0.29

ID	Description
1	Dead+Collateral+Live
2	Dead+Collateral+0.75Live+0.45Wind Left1
3	Dead+Collateral+0.75Live+0.45Wind Right1
4	0.6Dead+0.6Wind Left1
5	0.6Dead+0.6Wind Right1
6	0.6Dead+0.6Wind Left2
7	0.6Dead+0.6Wind Right2
8	0.6Dead+0.6Wind Suction+0.6Wind Long1L
9	0.6Dead+0.6Wind Pressure+0.6Wind Long1L
10	0.6Dead+0.6Wind Left1+2.6Wind Suction
11	0.6Dead+0.6Wind Right1+0.6Wind Suction

BUILDING BRACING REACTIONS

Wall Loc	Col Line	# Reactions(k) Wind Horz	Wind Vert	Seismic Horz	Seismic Vert	Panel Shear (lb/ft) Wind	Seis
L	EW 1					177	33
R	SW B					21	3
B	EW 3					89	13
B	SW A					13	3

FRAME LINES 2



RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column Reactions(k) Load Id	Horiz H	V Vmax	Load Id	Hmin H	V Vmin	Bolt(in) Qty	Bolt(in) Dia	Base Plate(in) Width	Base Plate(in) Length	Base Plate(in) Thick	Grout (in)
2	A	3	1.1	2.5	6	1.4	1.1	4	0.750	6.000	9.875	0.500	0.0
		1	0.5	3.2	4	1.0	1.7						
2	B	7	1.2	0.5	2	1.1	2.1	4	0.750	6.000	9.875	0.500	0.0
		1	0.5	3.3	5	0.9	1.3						

RIGID FRAME: BASE COLUMN REACTIONS (k)

Frame Line	Column Line	Dead Horiz	Dead Vert	Live Horiz	Live Vert	Snow Horiz	Snow Vert	Wind Left1 Horiz	Wind Left1 Vert	Wind Right1 Horiz	Wind Right1 Vert	Wind Left2 Horiz	Wind Left2 Vert
2	A	0.1	0.6	0.4	0.7	0.2	0.6	1.8	3.4	1.7	0.1	2.4	2.4
2	B	0.1	0.5	0.4	0.6	0.1	0.5	1.4	1.0	1.5	0.7	1.8	0.2

Frame Line	Column Line	Wind Right2 Horiz	Wind Right2 Vert	Wind Long1 Horiz	Wind Long1 Vert	Wind Long2 Horiz	Wind Long2 Vert	Seismic Left Horiz	Seismic Left Vert	Seismic Right Horiz	Seismic Right Vert
2	A	1.3	0.8	0.7	2.1	0.7	1.4	0.1	0.1	0.1	0.1
2	B	2.0	1.8	0.5	2.3	2.7	1.4	0.0	0.1	0.1	0.1

ENDWALL COLUMN: BASE COLUMN REACTIONS (k)

Frm Line	Col Line	Dead Vert	Live Vert	Snow Vert	Wind Left1 Vert	Wind Right1 Vert	Wind Left2 Vert	Wind Right2 Vert	Wind Press Horiz	Wind Suct Horiz	Wind Long1 Vert	Wind Long2 Vert	Seis Left Vert
1	A	0.2	1.1	0.2	1.1	0.6	0.7	0.1	0.7	0.6	1.2	0.7	0.0
1	B	0.2	1.1	0.2	1.2	0.7	0.8	0.4	0.8	0.7	1.1	0.6	0.0
3	B	0.2	1.1	0.2	0.7	1.2	0.4	1.8	0.8	0.7	1.1	0.6	0.0
3	A	0.2	1.1	0.2	0.6	1.1	0.3	0.7	0.7	0.6	1.2	0.7	0.0

Frm Line	Col Line	Seis Right Vert
1	A	0.0
1	B	0.0
3	B	0.0
3	A	0.0

ENDWALL COLUMN: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column Reactions(k) Load Id	Horiz H	V Vmax	Load Id	Hmin H	V Vmin	Bolt(in) Qty	Bolt(in) Dia	Base Plate(in) Width	Base Plate(in) Length	Base Plate(in) Thick	Grout (in)
1	A	9	0.4	0.6	9	0.3	0.6	2	0.750	2.500	8.000	0.375	0.0
		1	0.0	1.3	8	0.4	0.6						
1	B	10	0.4	0.6	9	0.4	0.6	2	0.750	2.500	8.000	0.375	0.0
		1	0.0	1.3	10	0.4	0.6						
3	B	11	0.4	0.6	9	0.4	0.6	2	0.750	2.500	8.000	0.375	0.0
		1	0.0	1.3	11	0.4	0.6						
3	A	8	0.4	0.6	9	0.3	0.6	2	0.750	2.500	8.000	0.375	0.0
		1	0.0	1.3	8	0.4	0.6						

ANCHOR BOLT SUMMARY

Qty	Locate	Dia (in)	Type	Proj (in)
4	Jamb	3/4"		
4	Endwall	3/4"		
4	Frame	3/4"	A307	2.00

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason Hudson

ENGINEER:

Randco Industries inc.
DBA: Young's Building Systems
Phone: (432) 520-0660
Fax: (432) 520-0062
E-Mail: syoung@randcoindustries.com

YOUNG'S Building Systems

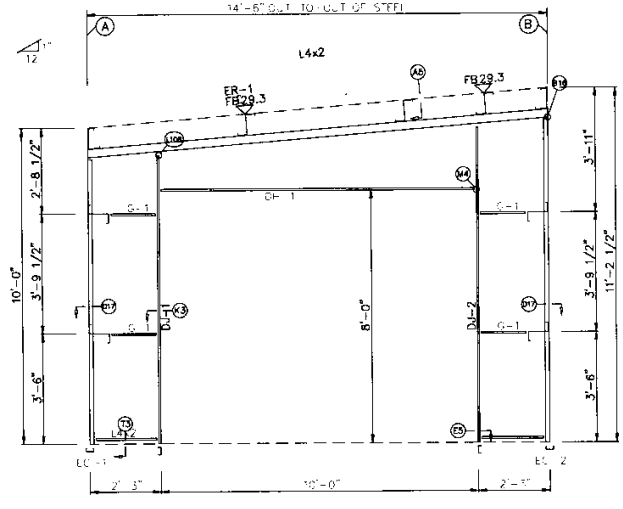
Date: 12/18/20

Building Size: 14' 8" x 30'-0" x 10'-0" x 11'-2 1/2"

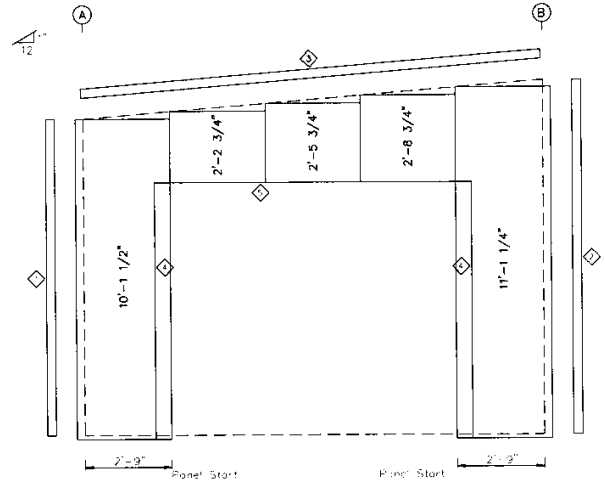
Drawing: ANCHOR BOLT REACTIONS

DES: SY | DET: SY

Sheet: Of:



ENDWALL FRAMING: FRAME LINE 1



ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Ga. PBR – NEED WALL COLOR

BOLT TABLE
FRAME LINE 1

LOCATION	QUAN	TYPE	DIA	LENGTH
Columns/Rafter	4	A325	5/8"	2"
Jamb	2	A325	1/2"	1 1/4"

MEMBER TABLE
FRAME LINE 1

MARK	PART	LENGTH
EC-1	8x25C16	8'-8 5/8"
EC-2	8x25C16	9'-10 7/16"
ER-1	8x25C16	14' 6 1/8"
DJ-1	8x25C16	5'-9 9/16"
DJ-2	8x25C16	9'-7 3/16"
OH-1	8x25C16	19'-0"
L-1	8x25Z16	1'-4"

TRIM TABLE
FRAME LINE 1

ID	PART	LENGTH
1	CRNTR243	10'-1"
2	CRNTR243	11' 3 1/2"
3	RAKER243	15'-1"
4	JMBTR243	8'-1 1/2"
5	HEADR243	10'-4"

FLANGE BRACE TABLE
FRAME LINE 1

ID	MARK	LENGTH
1	FB29.3	2'-5 1/4"

PROJECT: Jason Hudson
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Midland, TX
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Fax: (432) 520-0062
E-Mail: syoung@randcoindustries.com

YOUNG'S Building Systems

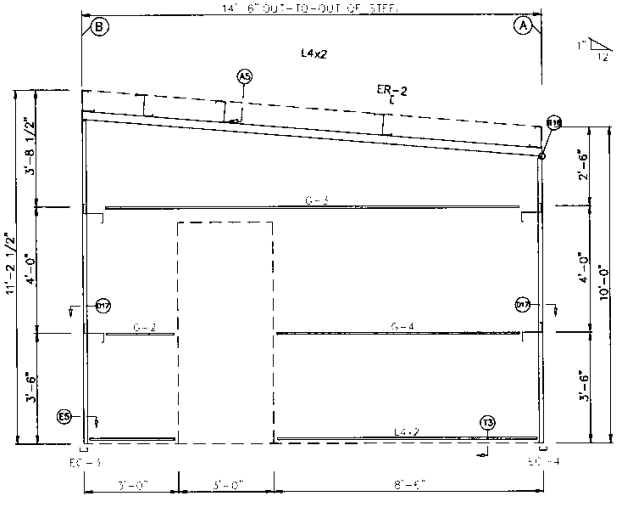
Date
12/18/20

Building Size
14' 6" x 30'-0" x 10' 0" x 11'-2 1/2"

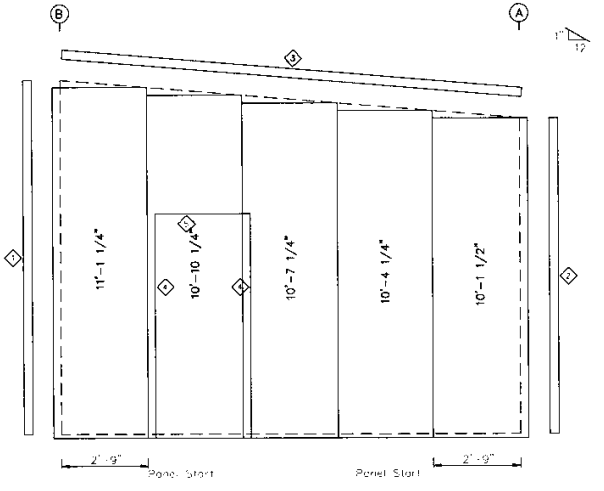
Drawing
ENDWALL FRAMING

DES: SY | DET: SY

Sheet: Of:



ENDWALL FRAMING: FRAME LINE 3



ENDWALL SHEETING & TRIM: FRAME LINE 3

PANELS: 26 Ga. PBR – NEED WALL COLOR

BOLT TABLE
FRAME LINE 3

LOCATION	QUAN	TYPE	DIA	LENGTH
Columns/Rafters	4	A325	5/8"	2"

MEMBER TABLE
FRAME LINE 3

MARK	PART	LENGTH
EC-3	8x25C16	9'-10 7/16"
EC-4	8x25C16	8'-8 5/8"
ER-2	8x25C16	14'-6 1/8"
G-2	8x25Z16	5'-3 1/2"
G-3	8x25Z16	13'-1 1/2"
G-4	8x25Z16	10'-9 1/2"

TRIM TABLE
FRAME LINE 3

◇ID	PART	LENGTH
1	CRNTR243	11'-3 1/2"
2	CRNTR243	10'-1"
3	RAKETR243	15'-1"
4	JAMBTR243	7'-1 1/2"
5	HEADTR243	3'-4"

PROJECT: Jason Hudson
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Fax: (432) 520-0362
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YOUNG'S Building Systems

Date
12/18/20

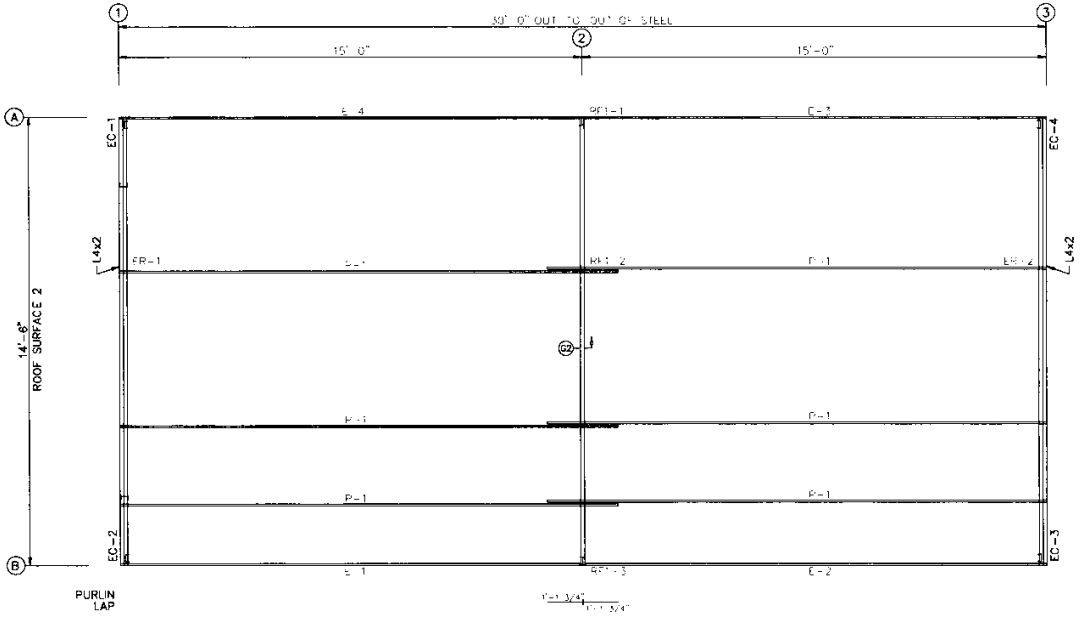
Building Size
14' 6" x 30'-0" x 10'-0" x 11' 2 1/2"

Drawing
ENDWALL FRAMING

DES: SY | DET: SY

Sheet: Of:

VEMBER TABLE ROOI PLAN		
MARK	PART	LENGTH
P-1	8x2.5x16	15'-1 1/2"
L-1	8HEDS14	15'-0"
[illegible]	8HEDS14	15'-0"
E-3	8LEDS14	15'-0"
L-4	8LEDS14	15'-0"



ROOF FRAMING PLAN

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson

ENGINEER:

Randco Industries Inc.
DBA: Young's Building Systems
Phone: (432) 520-0820
Fax: (432) 520-0982
E-Mail: eyoung@randcoindustries.com

YOUNG'S Building Systems

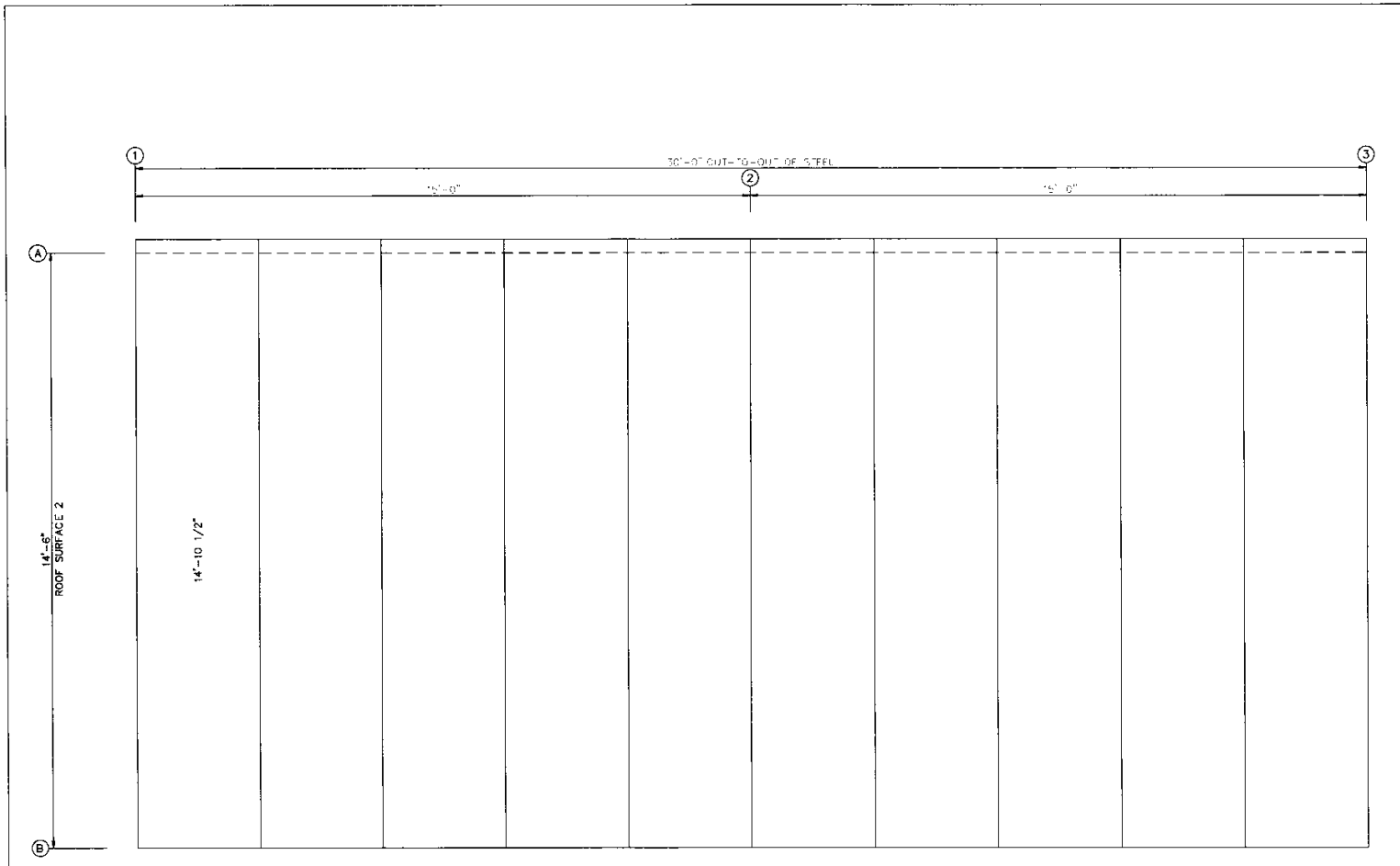
Date
12/18/20

Building Size
14' 8" x 30'-0" x 10'-0" x 11'-2 1/2"

Drawing
ROOF FRAMING

DES: SY | DET: SY

Sheet: Of:



ROOF SHEETING PLAN

PANELS: 26 Ga PBR -- NEED ROOF COLOR

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson

ENGINEER:

Randco Industries inc.
DBA: Young's Building Systems
Phone: (432) 520-0520
Fax: (432) 520-0052
E-Mail: syoung@randcoindustries.com

YOUNG'S Building Systems

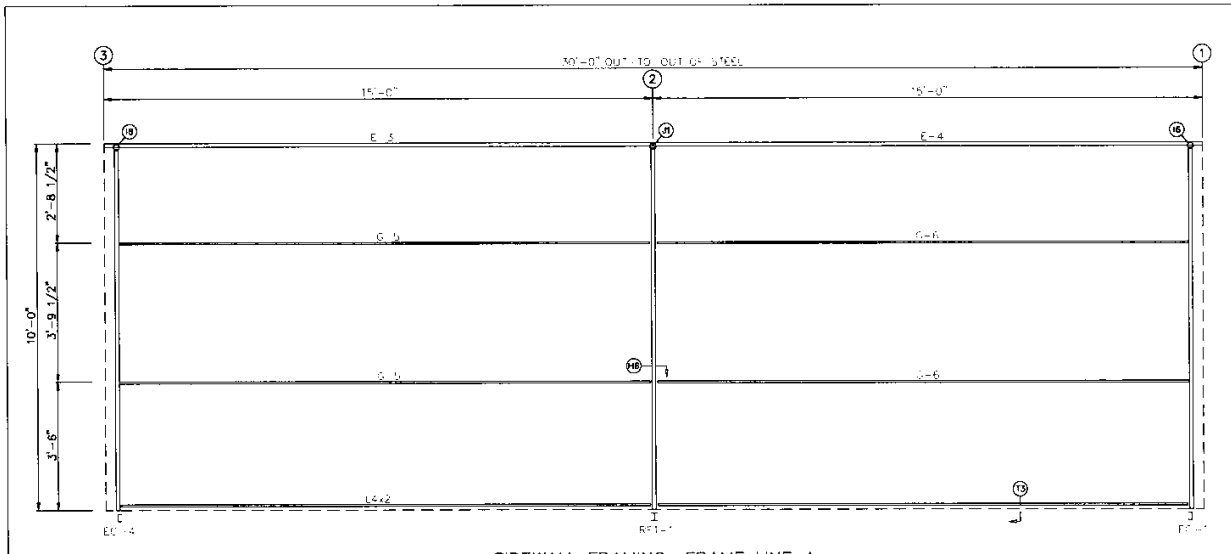
Date
12/18/20

Building Size
14'-6" x 30' 0" x 10'-0" x 11'-2 1/2"

Drawing
ROOF SHEETING

DES: SY | DET: SY

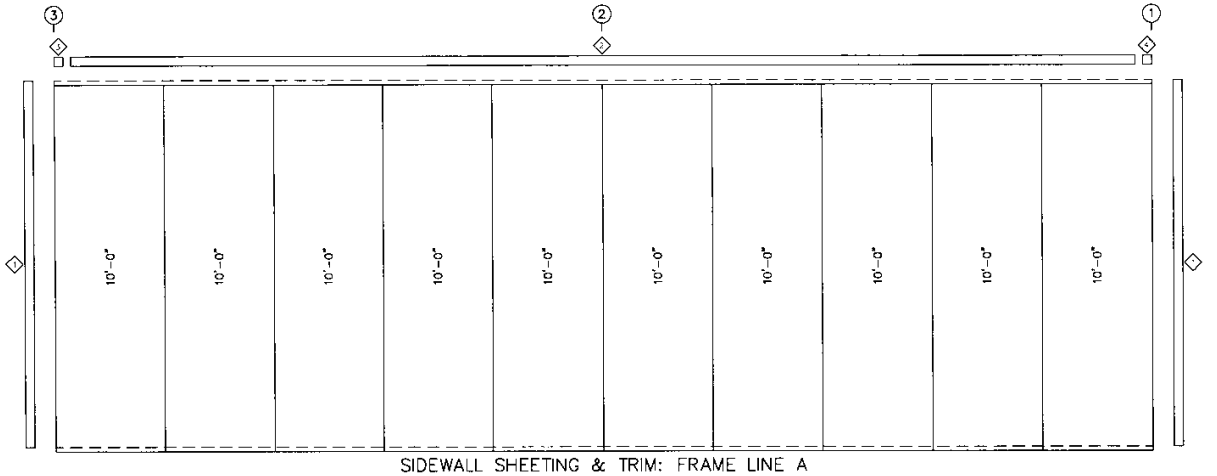
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SIDEWALL FRAMING: FRAME LINE A

MEMBER TABLE FRAME LINE A		
MARK	PART	LENGTH
E-3	SLEDS 24	15'-0"
E-4	SLEDS 24	15'-0"
G-5	S4x5.7/16	14'-3 1/4"
G-6	S4x5.7/16	14'-3 1/4"

TRIM TABLE FRAME LINE A		
QTY	PART	LENGTH
1	CRA 8243	10'-1"
2	EAVE 12S	10'-5"
3	RAKE 8TH	6"
4	RAKE 8CRH	6"



SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 26 Ga. PBR – NEED WALL COLOR

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson

ENGINEER:

Randco Industries inc.
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YOUNG'S Building Systems

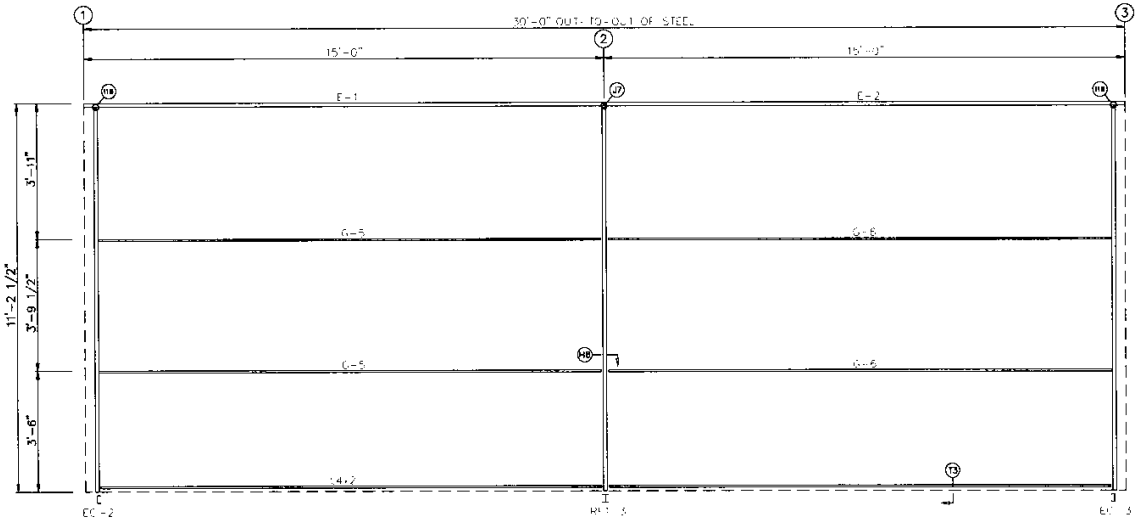
Date
12/18/20

Building Size
14'-8" x 30'-0" x 10'-0" x 11'-2 1/2"

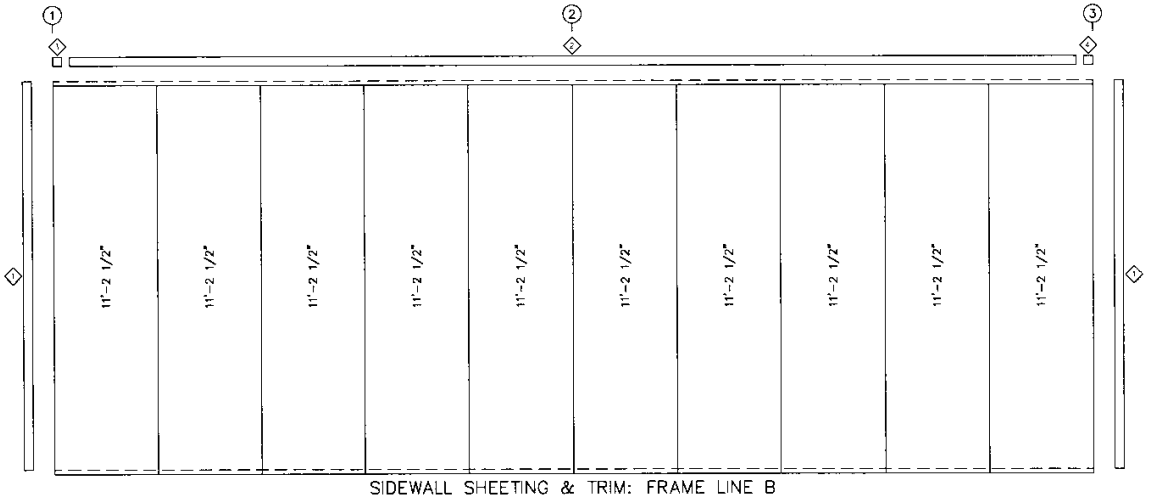
Drawing
SIDEWALL FRAMING

DES: SY | DET: SY

Sheet: Of:



SIDEWALL FRAMING: FRAME LINE B



SIDEWALL SHEETING & TRIM: FRAME LINE B

PANELS: 26 Ga. PBR – NEED WALL COLOR

MEMBER TABLE
FRAME LINE B

MARK	PART	LENGTH
E-1	BPE10X14	15'-0"
E-2	BPE10X14	15'-0"
G-5	BXBE216	14'-3 1/4"
G-6	BXBE216	14'-3 1/4"

TRIM TABLE
FRAME LINE B

◇ID	PART	LENGTH
1	CRNTR243	11'-3 1/2"
2	HSE243	15'-1 1/2"
3	HSCB L	6"
4	HSCB-R	6"

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson

ENGINEER:

Randco Industries inc.
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Phone: (432) 520-0820
Fax: (432) 520-0282
E-Mail: syoung@randcoindustries.com

YOUNG'S Building Systems

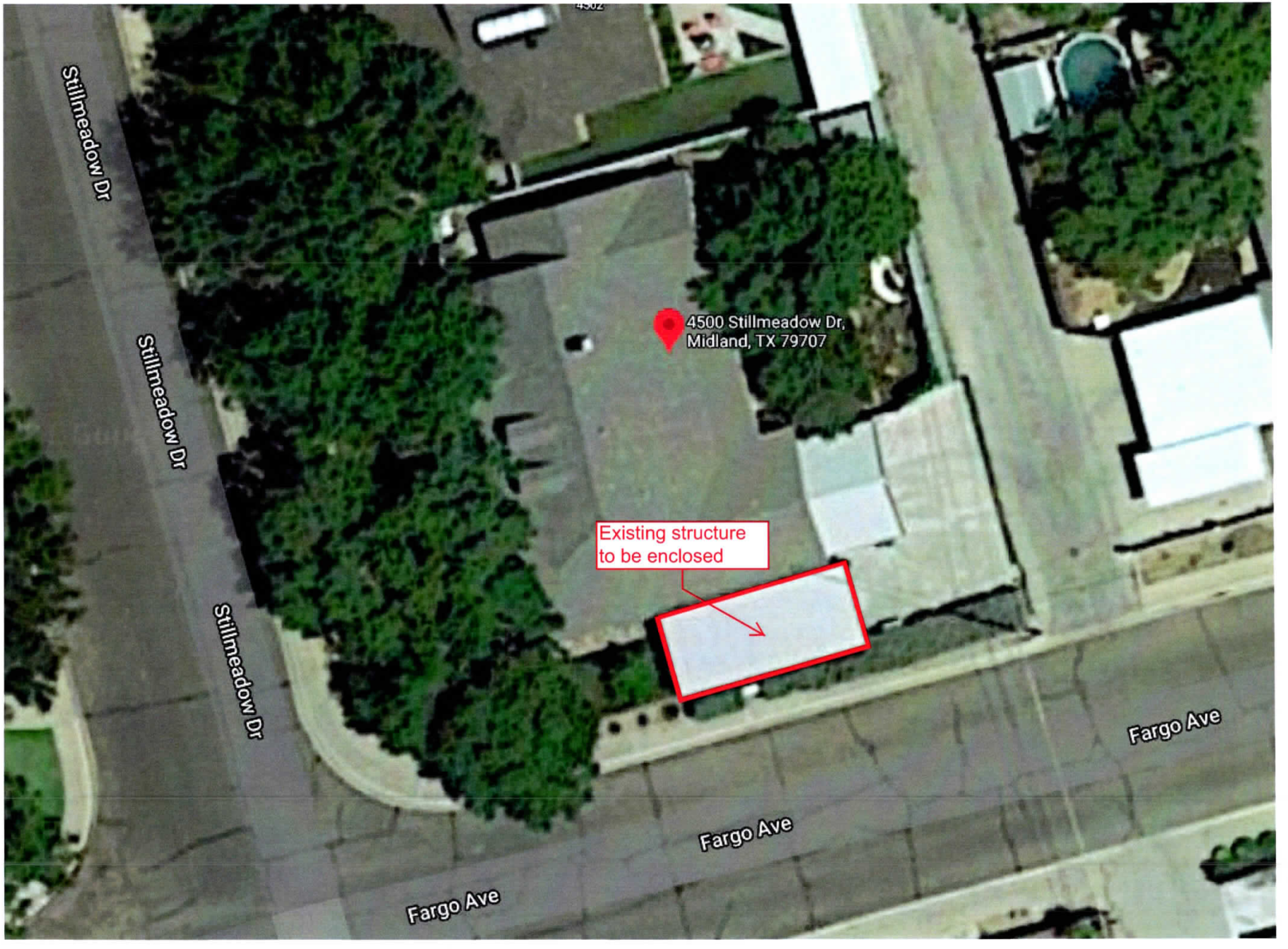
Date
12/18/20

Building Size
14'-8" x 30'-0" x 10'-0" x 11'-2 1/2"

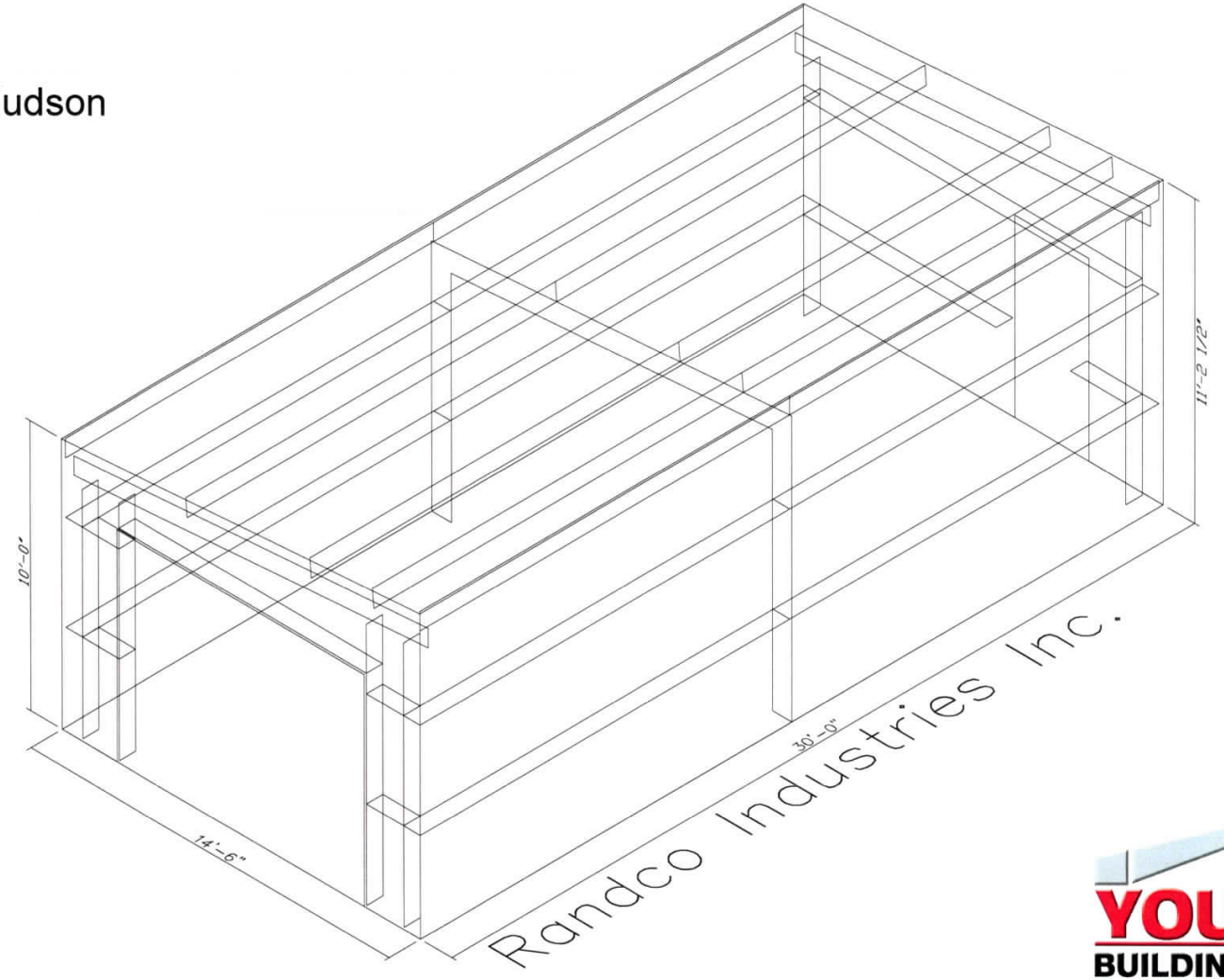
Drawing
SIDEWALL FRAMING

DES: SY | DET: SY

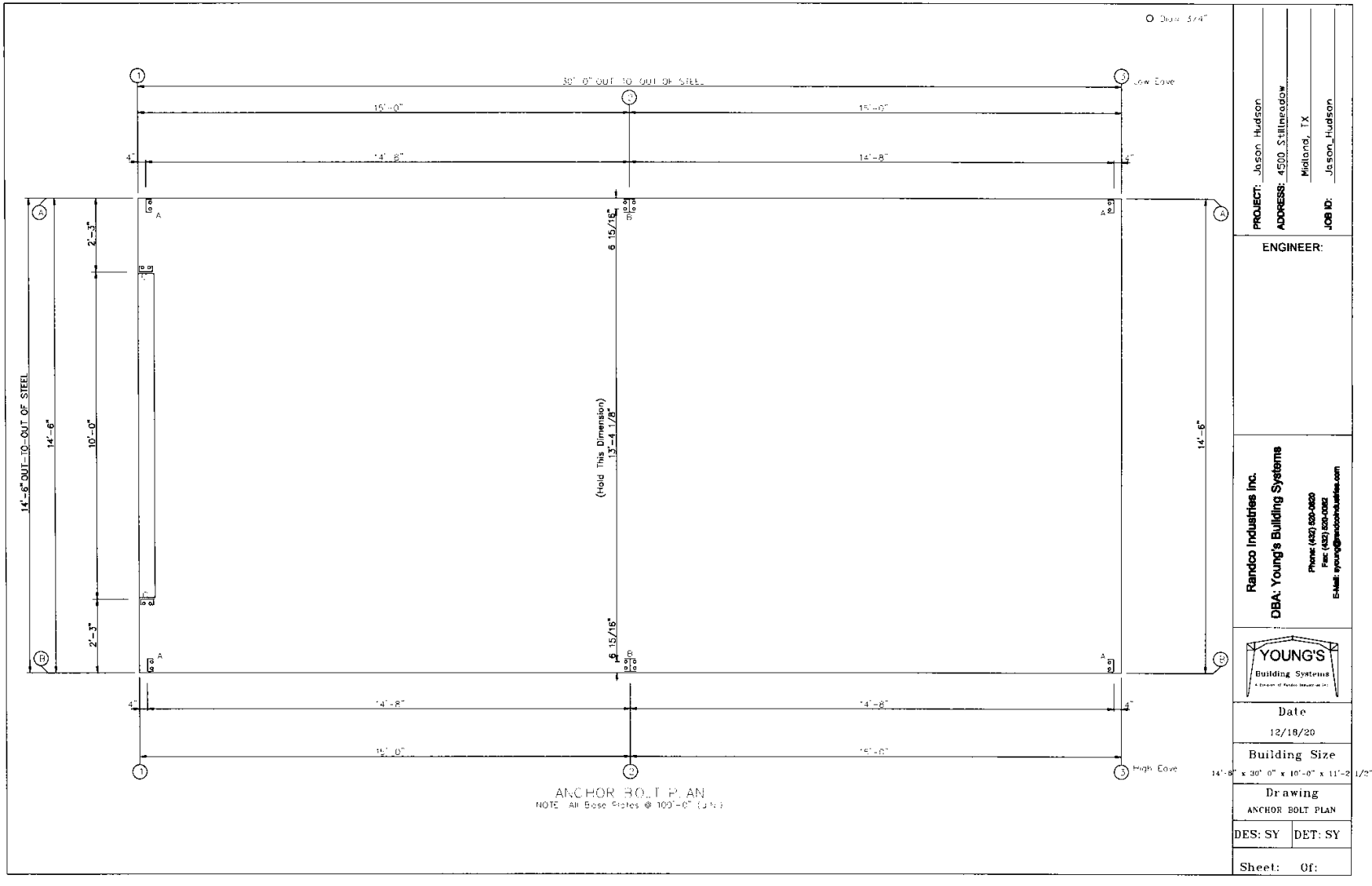
Sheet: Of:


Stillmeadow Dr
Stillmeadow Dr
Stillmeadow Dr
4500 Stillmeadow Dr,
Midland, TX 79707
Existing structure
to be enclosed
Fargo Ave
Fargo Ave
Fargo Ave

Jason Hudson



YOUNG'S
BUILDING SYSTEMS
A Division of Randco Industries, Inc.


30' 0" OUT TO OUT OF STEEL
Low Eave
15'-0"
15'-0"
4"
14'-8"
14'-8"
4"
14'-6" OUT-TO-OUT OF STEEL
14'-6"
2'-3"
10'-0"
2'-3"
6 15/16"
(Hold This Dimension)
13'-4 1/8"
6 15/16"
14'-6"
4"
14'-8"
14'-8"
4"
15'-0"
15'-0"
High Eave
ANCHOR BOLT PLAN
NOTE: All Base Plates @ 100'-0" (U.N.)
PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson
ENGINEER:
Randco Industries Inc.
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YOUNG'S
Building Systems
Date
12/18/20
Building Size
14'-8" x 30' 0" x 10'-0" x 11'-2 1/2"
Drawing
ANCHOR BOLT PLAN
DES: SY
DET: SY
Sheet: Of:

NOTES FOR REACTIONS

Building reactions are based on the following building data:

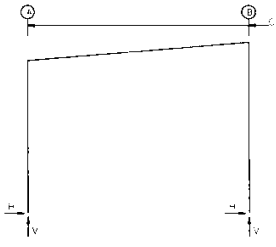
Width (ft)	= 14.5
Length (ft)	= 30.0
Eave Height (ft)	= 10.0 / 11.2
Roof Slope (rise/12)	= 1.0
Dead Load (psf)	= 2.5
Collateral Load (psf)	= 0.0
Live Load (psf)	= 20.0
Snow Load (psf)	= 3.5
Wind Speed (mph)	= 106.0
Wind Code	= IBC 18
Exposure	= C
Closed/Open	= C
Importance Wind	= 1.00
Importance Seismic	= 1.00
Seismic Zone	= B
Seismic Coeff (Fa*Ss)	= 0.29

ID	Description
1	Dead+Collateral+Live
2	Dead+Collateral+0.75Live+0.45Wind Left1
3	Dead+Collateral+0.75Live+0.45Wind Right1
4	0.6Dead+0.6Wind Left1
5	0.6Dead+0.6Wind Right1
6	0.6Dead+0.6Wind Left2
7	0.6Dead+0.6Wind Right2
8	0.6Dead+0.6Wind Suction+0.6Wind Long1L
9	0.6Dead+0.6Wind Pressure+0.6Wind Long1L
10	0.6Dead+0.6Wind Left1+2.6Wind Suction
11	0.6Dead+0.6Wind Right1+0.6Wind Suction

BUILDING BRACING REACTIONS

Wall Loc	Col Line	# Reactions(k) Wind Horz	Wind Vert	Seismic Horz	Seismic Vert	Panel Shear (lb/ft) Wind	Seis
L	EW 1					177	33
R	SW B					21	3
R	SW 1					69	13
B	SW A					13	3

FRAME LINES 1



RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column Reactions(k) Load Id	Horiz H	V Vmax	Load Id	Hmin H	V Vmin	Bolt(in) Qty	Bolt(in) Dia	Base Plate(in) Width	Base Plate(in) Length	Base Plate(in) Thick	Grout (in)
1	A	3	1.1	2.5	6	1.4	1.1	4	0.750	6.000	9.875	0.500	0.0
		1	0.5	3.2	4	1.0	1.7						
1	B	7	1.2	2.5	2	1.1	2.1	4	0.750	6.000	9.875	0.500	0.0
		1	0.5	3.3	5	0.9	1.3						

RIGID FRAME: BASE COLUMN REACTIONS (k)

Frame Line	Column Line	Dead Horiz	Dead Vert	Live Horiz	Live Vert	Snow Horiz	Snow Vert	Wind Left1 Horiz	Wind Left1 Vert	Wind Right1 Horiz	Wind Right1 Vert	Wind Left2 Horiz	Wind Left2 Vert
1	A	0.1	0.6	0.4	2.7	0.1	0.6	-1.8	3.4	1.7	0.1	2.4	2.4
1	B	0.1	0.5	0.4	3.6	0.1	0.5	-1.4	1.0	1.5	0.7	1.8	0.2

Frame Line	Column Line	Wind Right2 Horiz	Wind Right2 Vert	Wind Long1 Horiz	Wind Long1 Vert	Wind Long2 Horiz	Wind Long2 Vert	Seismic Left Horiz	Seismic Left Vert	Seismic Right Horiz	Seismic Right Vert
1	A	1.3	0.8	0.7	2.1	0.7	1.4	0.1	0.1	0.1	0.1
1	B	2.0	1.8	0.5	2.3	2.7	1.4	0.0	0.1	0.1	0.1

ENDWALL COLUMN: BASE COLUMN REACTIONS (k)

Frm Line	Col Line	Dead Vert	Live Vert	Snow Vert	Wind Left1 Vert	Wind Right1 Vert	Wind Left2 Vert	Wind Right2 Vert	Wind Press Horiz	Wind Suct Horiz	Wind Long1 Vert	Wind Long2 Vert	Seis Left Vert
1	A	0.2	1.1	0.2	1.1	0.6	0.7	0.1	0.7	0.6	1.2	0.7	0.0
1	B	0.3	1.1	0.2	1.2	0.7	0.8	0.4	0.6	0.7	1.1	0.6	0.0
3	B	0.3	1.1	0.2	0.7	1.2	0.4	0.8	0.6	0.7	1.1	0.6	0.0
3	A	0.2	1.1	0.2	0.6	1.1	0.3	0.7	0.6	0.6	1.2	0.7	0.0

Frm Line	Col Line	Seis Right Vert
1	A	0.0
1	B	0.0
3	B	0.0
3	A	0.0

ENDWALL COLUMN: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column Reactions(k) Load Id	Horiz H	V Vmax	Load Id	Hmin H	V Vmin	Bolt(in) Qty	Bolt(in) Dia	Base Plate(in) Width	Base Plate(in) Length	Base Plate(in) Thick	Grout (in)
1	A	9	0.4	0.6	9	0.3	0.6	2	0.750	2.500	8.000	0.375	0.0
		1	0.0	1.3	8	0.4	0.5						
1	B	10	0.4	0.6	9	0.4	0.5	2	0.750	2.500	8.000	0.375	0.0
		1	0.0	1.3	10	0.4	0.6						
3	B	11	0.4	0.6	9	0.4	0.5	2	0.750	2.500	8.000	0.375	0.0
		1	0.0	1.3	11	0.4	0.6						
3	A	8	0.4	0.6	9	0.3	0.6	2	0.750	2.500	8.000	0.375	0.0
		1	0.0	1.3	8	0.4	0.6						

ANCHOR BOLT SUMMARY

Qty	Locate	Dia (in)	Type	Proj (in)
004	Jamb	3/4"		
002	Endwall	3/4"		
004	Frame	3/4"	A307	2.00

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason Hudson

ENGINEER:

Randco Industries inc.
DBA: Young's Building Systems
Phone: (432) 520-0660
Fax: (432) 520-0062
E-Mail: syoung@randcoindustries.com

YOUNG'S Building Systems

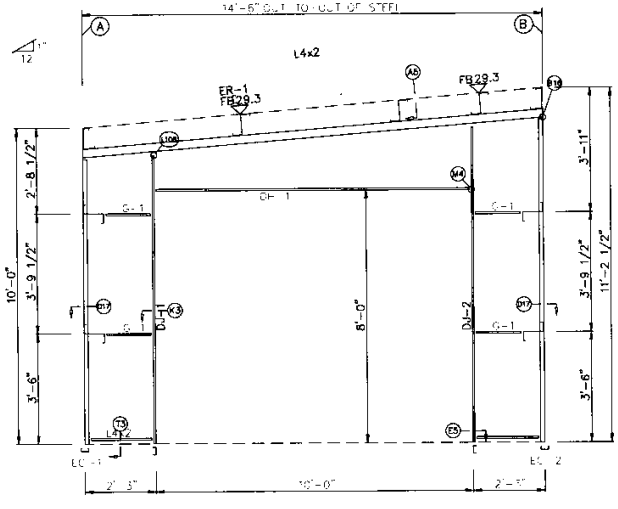
Date: 12/18/20

Building Size: 14' 8" x 30'-0" x 10'-0" x 11'-2 1/2"

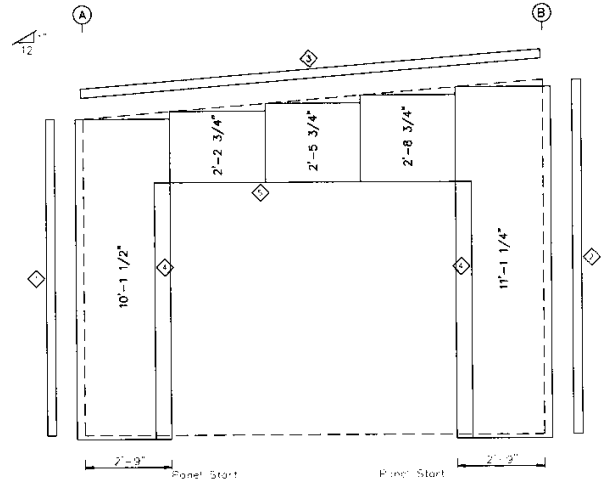
Drawing: ANCHOR BOLT REACTIONS

DES: SY | DET: SY

Sheet: Of:



ENDWALL FRAMING: FRAME LINE 1



ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Ga. PBR – NEED WALL COLOR

BOLT TABLE
FRAME LINE 1

LOCATION	QUAN	TYPE	DIA	LENGTH
Columns/Rafter	4	A325	5/8"	2"
Jamb	2	A325	1/2"	1 1/4"

MEMBER TABLE
FRAME LINE 1

MARK	PART	LENGTH
EC-1	8x25C16	8'-8 5/8"
EC-2	8x25C16	9'-10 7/16"
ER-1	8x25C16	14' 6 1/8"
DJ-1	8x25C16	5'-9 1/16"
DJ-2	8x25C16	9'-7 3/16"
CH-1	8x25C16	10'-0"
L-1	8x25Z16	1'-4"

TRIM TABLE
FRAME LINE 1

◇ID	PART	LENGTH
1	CRNTR24	10'-1"
2	CRNTR24	11'-3 1/2"
3	RAKER24	15'-1"
4	JMBTR24	8'-1 1/2"
5	HEADR24	10'-4"

FLANGE BRACE TABLE
FRAME LINE 1

◇ID	MARK	LENGTH
1	FB29.3	2'-5 1/4"

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson

ENGINEER:

Randco Industries inc.
DBA: Young's Building Systems
Phone: (432) 520-6620
Fax: (432) 520-0062
E-Mail: syoung@randcoindustries.com

YOUNG'S Building Systems

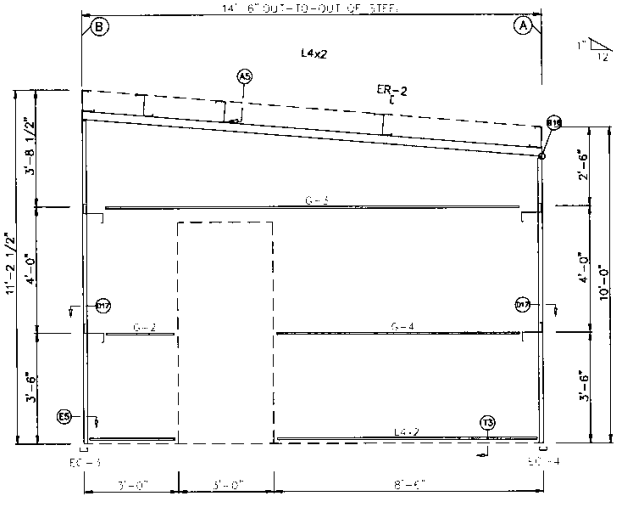
Date
12/18/20

Building Size
14' 6" x 30'-0" x 10' 0" x 11'-2 1/2"

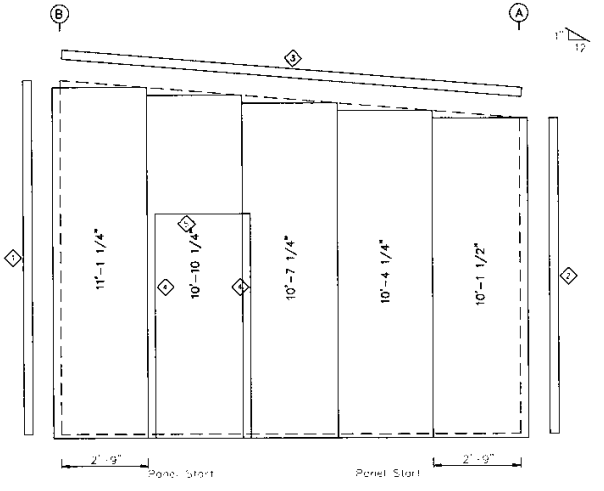
Drawing
ENDWALL FRAMING

DES: SY | DET: SY

Sheet: Of:



ENDWALL FRAMING: FRAME LINE 3



ENDWALL SHEETING & TRIM: FRAME LINE 3

PANELS: 26 Ga. PBR – NEED WALL COLOR

BOLT TABLE
FRAME LINE 3

LOCATION	QUAN	TYPE	DIA	LENGTH
Columns/Rafters	4	A325	5/8"	2"

MEMBER TABLE
FRAME LINE 3

MARK	PART	LENGTH
EC-3	8x25C16	9'-10 7/16"
EC-4	8x25C16	8'-8 5/8"
ER-2	8x25C16	14'-6 1/8"
G-2	8x25Z16	5'-3 1/2"
G-3	8x25Z16	13'-1 1/2"
G-4	8x25Z16	10'-9 1/2"

TRIM TABLE
FRAME LINE 3

◇ID	PART	LENGTH
1	CRNTR243	11'-3 1/2"
2	CRNTR243	10'-1"
3	RAKETR243	15'-1"
4	JAMBTR243	7'-1 1/2"
5	HEADTR243	3'-4"

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson

ENGINEER:

Randco Industries Inc.
DBA: Young's Building Systems
Phone: (432) 520-0620
Fax: (432) 520-0362
E-Mail: syoung@randcoindustries.com

YOUNG'S Building Systems

Date
12/18/20

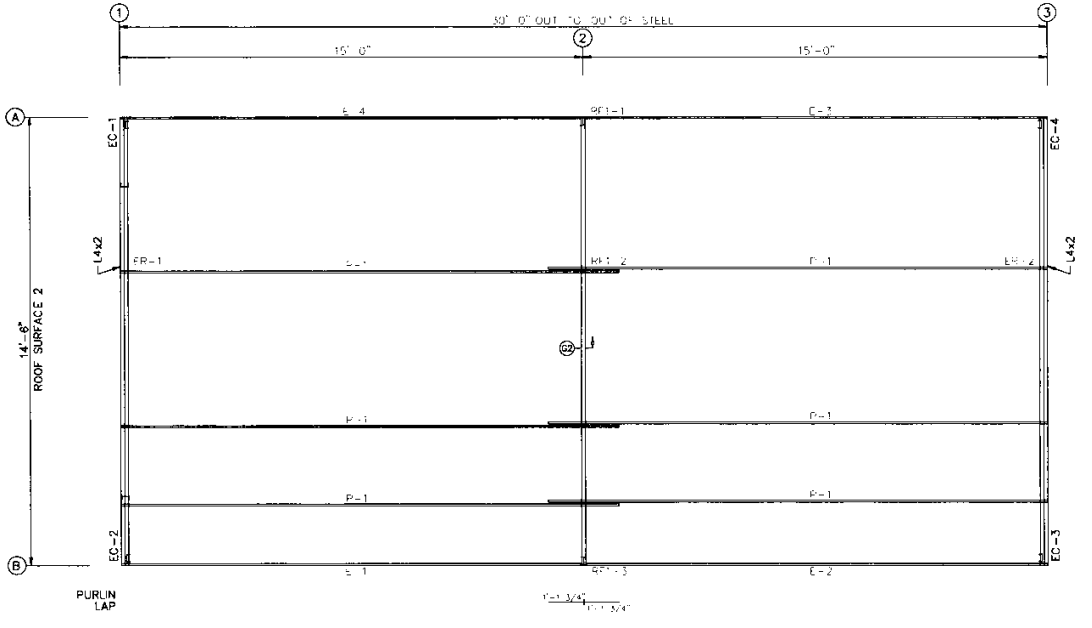
Building Size
14' 6" x 30'-0" x 10'-0" x 11' 2 1/2"

Drawing
ENDWALL FRAMING

DES: SY | DET: SY

Sheet: Of:

VEMBER TABLE ROOI PLAN		
MARK	PART	LENGTH
P-1	8x2.5/16	15'-1 1/2"
L-1	8HEDS14	15'-0"
[illegible]	8HEDS14	15'-0"
E-3	8LEDS14	15'-0"
L-4	8LEDS14	15'-0"



ROOF FRAMING PLAN

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson

ENGINEER:

Randco Industries Inc.
DBA: Young's Building Systems
Phone: (432) 520-0820
Fax: (432) 520-0982
E-Mail: eyoung@randcoindustries.com

YOUNG'S Building Systems

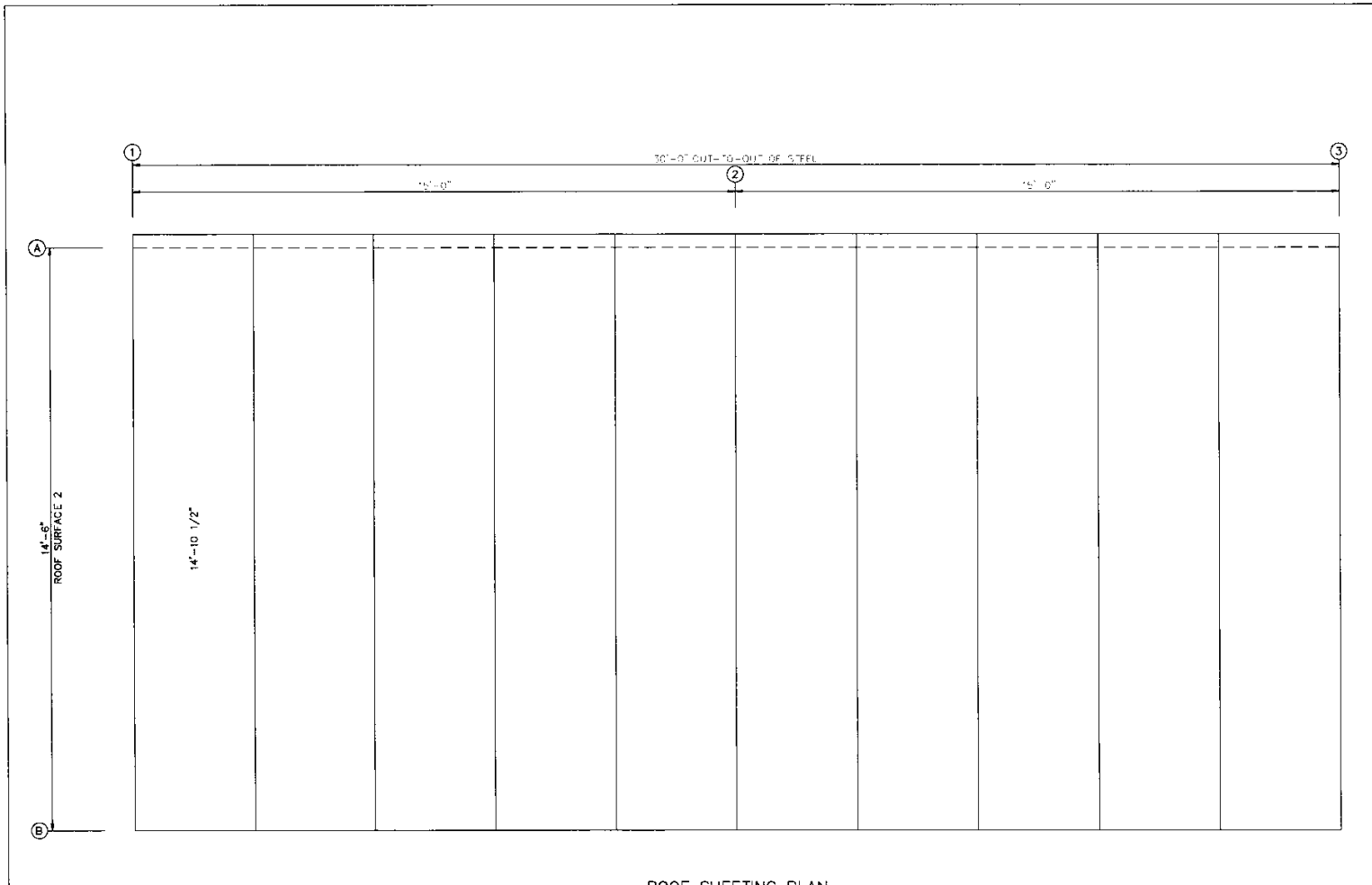
Date
12/18/20

Building Size
14' 8" x 30'-0" x 10'-0" x 11'-2 1/2"

Drawing
ROOF FRAMING

DES: SY | DET: SY

Sheet: Of:



ROOF SHEETING PLAN

PANELS: 26 Ga PBR -- NEED ROOF COLOR

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson

ENGINEER:

Randco Industries inc.
DBA: Young's Building Systems
Phone: (432) 520-0520
Fax: (432) 520-0052
E-Mail: syoung@randcoindustries.com

YOUNG'S Building Systems

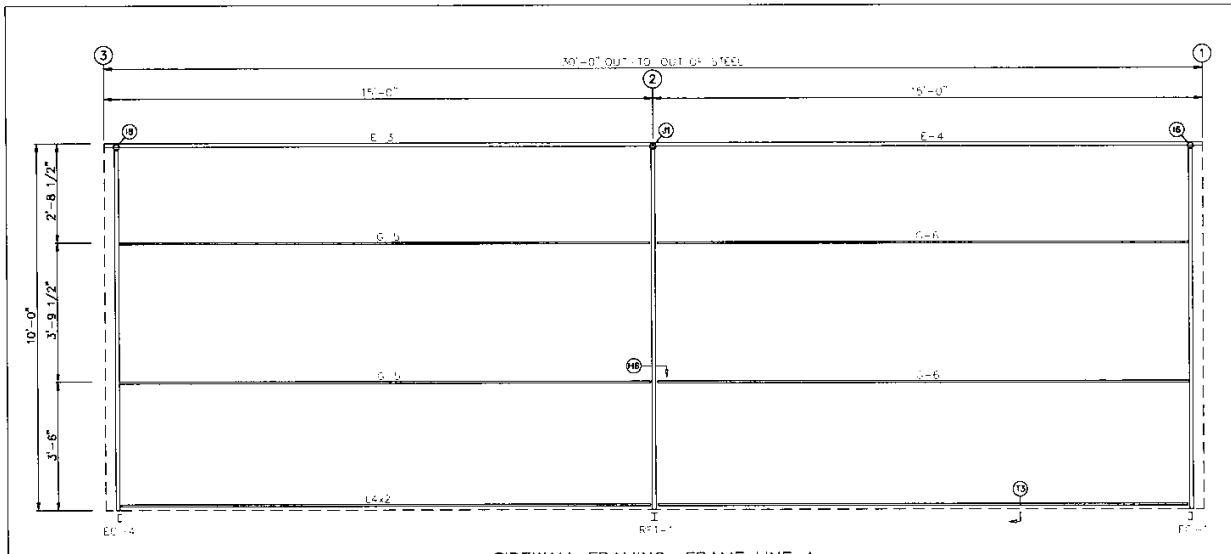
Date
12/18/20

Building Size
14'-6" x 30' 0" x 10'-0" x 11'-2 1/2"

Drawing
ROOF SHEETING

DES: SY | DET: SY

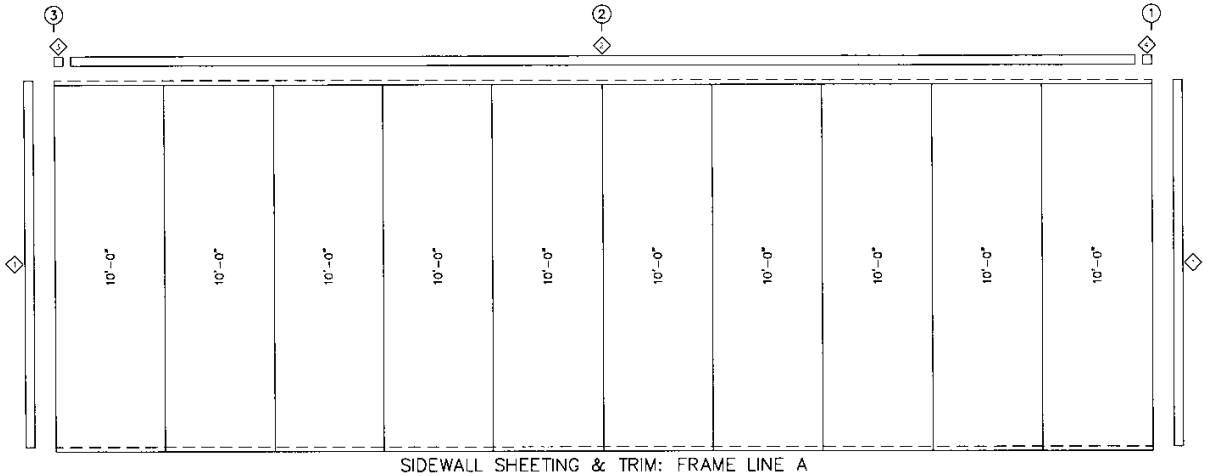
Sheet: Of:



SIDEWALL FRAMING: FRAME LINE A

MEMBER TABLE FRAME LINE A		
MARK	PART	LENGTH
E-3	SLEDS 24	15'-0"
E-4	SLEDS 24	15'-0"
G-5	S4x5.7/16	14'-3 1/4"
G-6	S4x5.7/16	14'-3 1/4"

TRIM TABLE FRAME LINE A		
QTY	PART	LENGTH
1	CRA 8243	10'-1"
2	EAVE12.5	10'-5"
3	RAKE12TH	6"
4	RAKE12RH	6"



SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 26 Ga. PBR – NEED WALL COLOR

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson

ENGINEER:

Randco Industries inc.
DBA: Young's Building Systems
Phone: (432) 520-0820
Fax: (432) 520-0982
E-Mail: eyoung@randcoindustries.com

YOUNG'S Building Systems

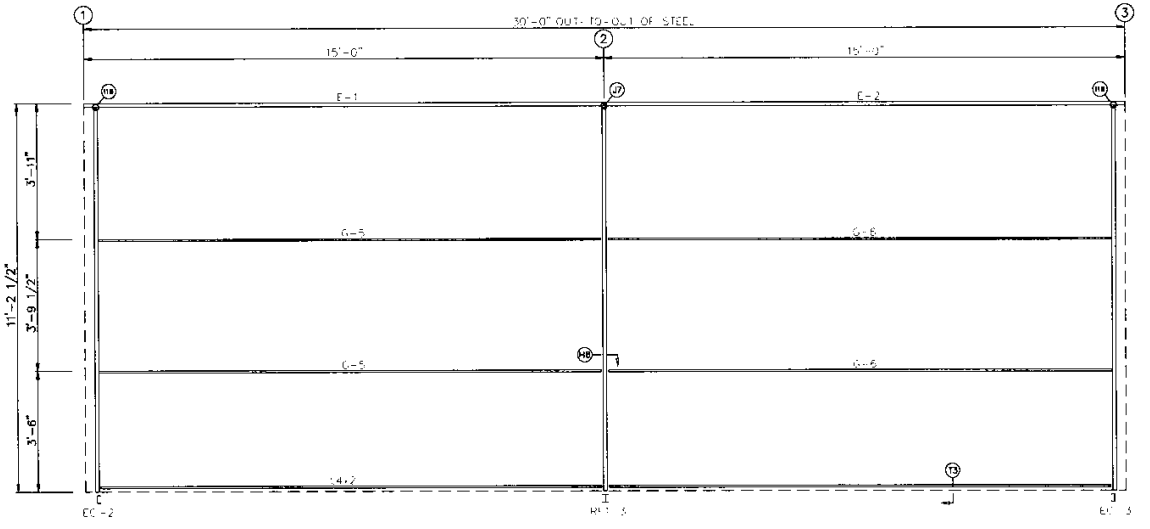
Date
12/18/20

Building Size
14'-8" x 30'-0" x 10'-0" x 11'-2 1/2"

Drawing
SIDEWALL FRAMING

DES: SY | DET: SY

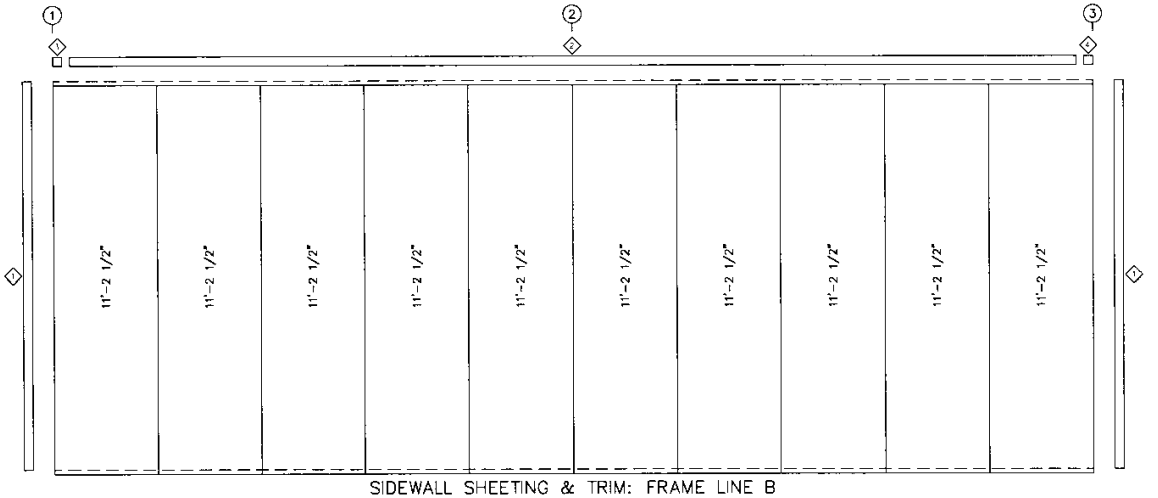
Sheet: Of:



SIDEWALL FRAMING: FRAME LINE B

MEMBER TABLE FRAME LINE B		
MARK	PART	LENGTH
E-1	BPE10X14	15'-0"
E-2	BPE10X14	15'-0"
G-5	BXBE216	14'-3 1/4"
G-6	BXBE216	14'-3 1/4"

TRIM TABLE FRAME LINE B		
◇ID	PART	LENGTH
1	CRNTRM43	11'-3 1/2"
2	HSE243	15'-1 1/2"
3	HSCB L	6"
4	HSCB-R	6"



SIDEWALL SHEETING & TRIM: FRAME LINE B

PANELS: 26 Ga. PBR – NEED WALL COLOR

PROJECT: Jason Hudson
ADDRESS: 4500 Stillmeadow
Midland, TX
JOB ID: Jason_Hudson

ENGINEER:

Randco Industries inc.
DBA: Young's Building Systems
Phone: (432) 520-0820
Fax: (432) 520-0282
E-Mail: sjyoung@randcoindustries.com

YOUNG'S Building Systems

Date: 12/18/20

Building Size: 14'-8" x 30'-0" x 10'-0" x 11'-2 1/2"

Drawing: SIDEWALL FRAMING

DES: SY | DET: SY

Sheet: Of:

MIDLAND
Planning Division

Special Exception Application

Project Number: E-21-0047

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 559-2280 Email jhudson26@yahoo.com	
Printed Name: Jason Dan Hudson			
Address 4500 Stillmeadow Drive	City Midland	State TX	Zip 79707

Property Owner Printed Name: Jason Dan Hudson		Phone (432) 559-2280 Email jhudson26@yahoo.com	
Address 4500 Stillmeadow Drive	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)*		Phone (432) 559-2280 Email jhudson26@yahoo.com	
Firm: _____			
Printed Name: Jason Dan Hudson			
Address 4500 Stillmeadow Drive	City Midland	State TX	Zip 79707

Street Address: 4500 Stillmeadow Drive

Legal Description
Lot: 008 Block: 030 Subdivision: Skyline Terrace, West

Current Zoning: Residential

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ■ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: I have an existing metal structure with metal roof and metal sides that extend almost to the ground. I want to extend the metal to the ground and put a garage door to enclose the structure

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 1/21/2021
Applicant (printed): Jason Dan Hudson	
Property Owner (signature):	Date: 1/21/2021
Property Owner (printed) : Jason Dan Hudson	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

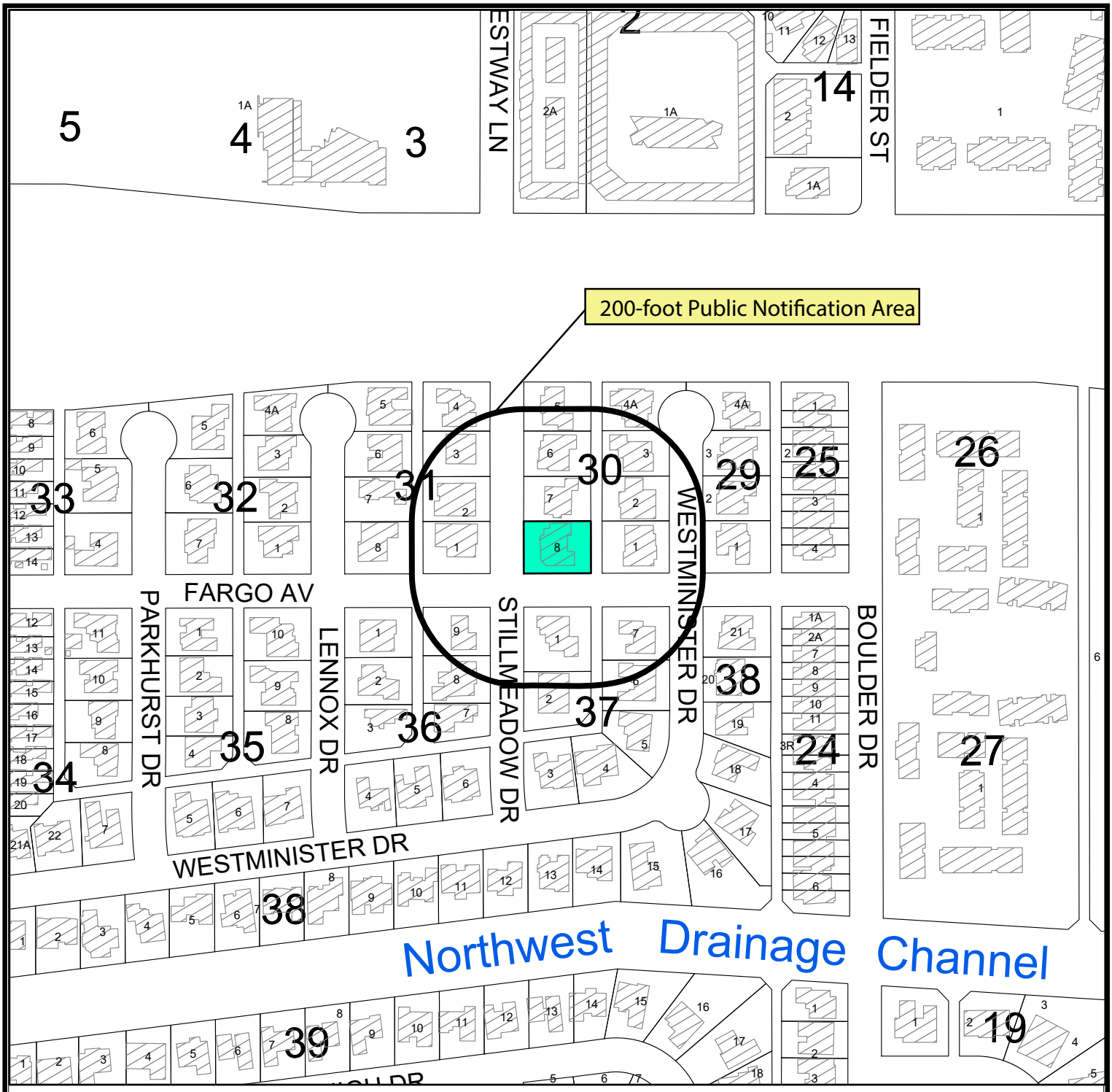
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # CC	
Received By: Crystal Burns	Date: RECEIVED JAN 21 2021

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

E-21-0047

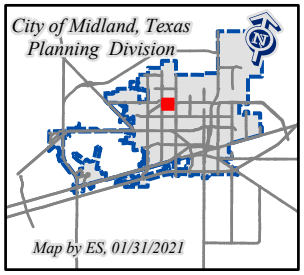
Scale: 1" = 250'

Consider a request by Jason Dan Hudson for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09.A.1. Table 5 Residential Accessory Building Requirements, concerning the minimum setbacks for corner lots on Lot 8, Block 30, Skyline Terrace West, City and County of Midland, Texas.

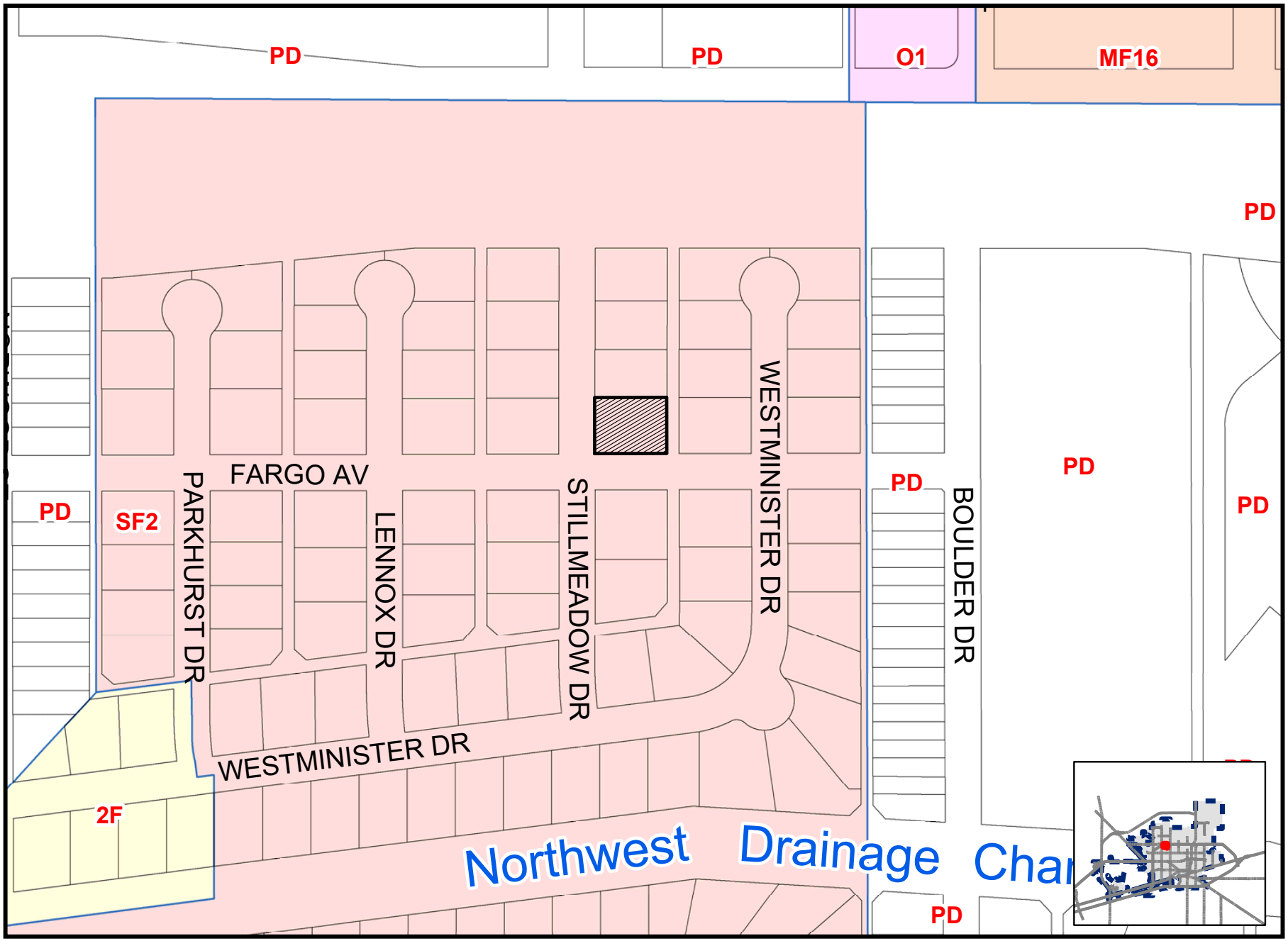
Generally located on the northeast corner of the intersection of Stillmeadow Drive and Fargo Avenue (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



March 23, 2021



Map By Es, 1/31/2021

E-21-0047

Scale: 1" = 200'

ZONING MAP

...ICT, NOR IS IT DESIGNED ... INFORMATION CONTAINED ... THE USE OF THIS DATA.




4500




4501

City Council Meeting

Item Number: 32

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 15, NORTH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOLOMON LANE AND ACORN LANE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE TRACT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Cory Rylander, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setback for a corner lot to add 600 square feet for a master bedroom suite and powder room.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 221 Solomon Lane, which is zoned AE, Agricultural Estate District.

Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District*

Dimensional Regulations Chart:

AE, Agricultural Estate District
Lot dimensions
Minimum Side Yard Setback:
Corner Lot: 15 Feet

The applicant's property is a corner lot and would have to meet the required minimum 15-foot side yard setbacks for a corner lot as listed in the zoning ordinance.

The applicant is requesting to reduce the required minimum side yard setback for a corner lot for the proposed lot to be approximately 8-feet to be able to proceed with the addition of a 600 square feet for a master bedroom suite and powder room.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance and no hardships have been shown, staff would recommend denial of this application for a Special Exception to the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart* concerning the minimum side yard setback for a corner lot.

This request was approved at the February 23, 2021 City Council meeting.

Should the City Council approve this request, the property shall be subject to conditions A and B:

Conditions:

A. **That the property shall significantly conform to the site plan shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the minimum side yard setback for the proposed addition on this property shall be 8-feet.**

Letters of Objection:

As of February 17, 2021, staff has not received any letters of objection

Attachments:

Proposed Site Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 15, NORTH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOLOMON LANE AND ACORN LANE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE TRACT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property

described as Tract 15, North Estates, City and County of Midland, Texas. Said special exception shall allow a reduced minimum side yard setback on the west side of the tract.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the west side of the tract shall be eight feet.

B. That the property shall significantly conform to Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


Developer and Public Info
with Web AppBuilder for ArcGIS
Find address or place
SOLOMON LN
SOLOMON LN
221 Solomon Ln
30'
20'
15'
Planned expansion
8'
30'
ACORN LN
App State
Click to restore the map extent and layers visibility where you left off

JAN 2 1 2021


Developer and Public Info
with Web AppBuilder for ArcGIS
Find address or place
SOLOMON LN
SOLOMON LN
221 Solomon Ln
30'
20'
15'
Planned expansion
8'
30'
ACORN LN
App State
Click to restore the map extent and layers visibility where you left off

MIDLAND Planning Division

Special Exception Application

Project Number: E-21-0048

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Cory Rylander		Phone (432) 312-0206 Email crylander@summitpetroleumllc.com	
Address 221 Solomon Ln	City Midland	State TX	Zip 79705

Property Owner Printed Name: Cory Rylander		Phone (432) 312-0206 Email crylander@summitpetroleumllc.com	
Address 221 Solomon Ln	City midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 221 Solomon Ln

Legal Description Tract 15, First Section
Lot: – Block: – Subdivision: North Estates

Current Zoning: AE

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☑ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: We are planning to remodel/expand our home to add 600ft² for a master bedroom suite and powder bathroom. Due to plumbing and the current floor plan of our home, this is the only option for expansion at this time. I am requesting an exception that will allow us to build this addition 8' from the property line as shown on the attached plan.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Cory Rylander	Date: 1/21/21
Applicant (printed): Cory Rylander	
Property Owner (signature): Cory Rylander	Date: 1/21/21
Property Owner (printed): Cory Rylander	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

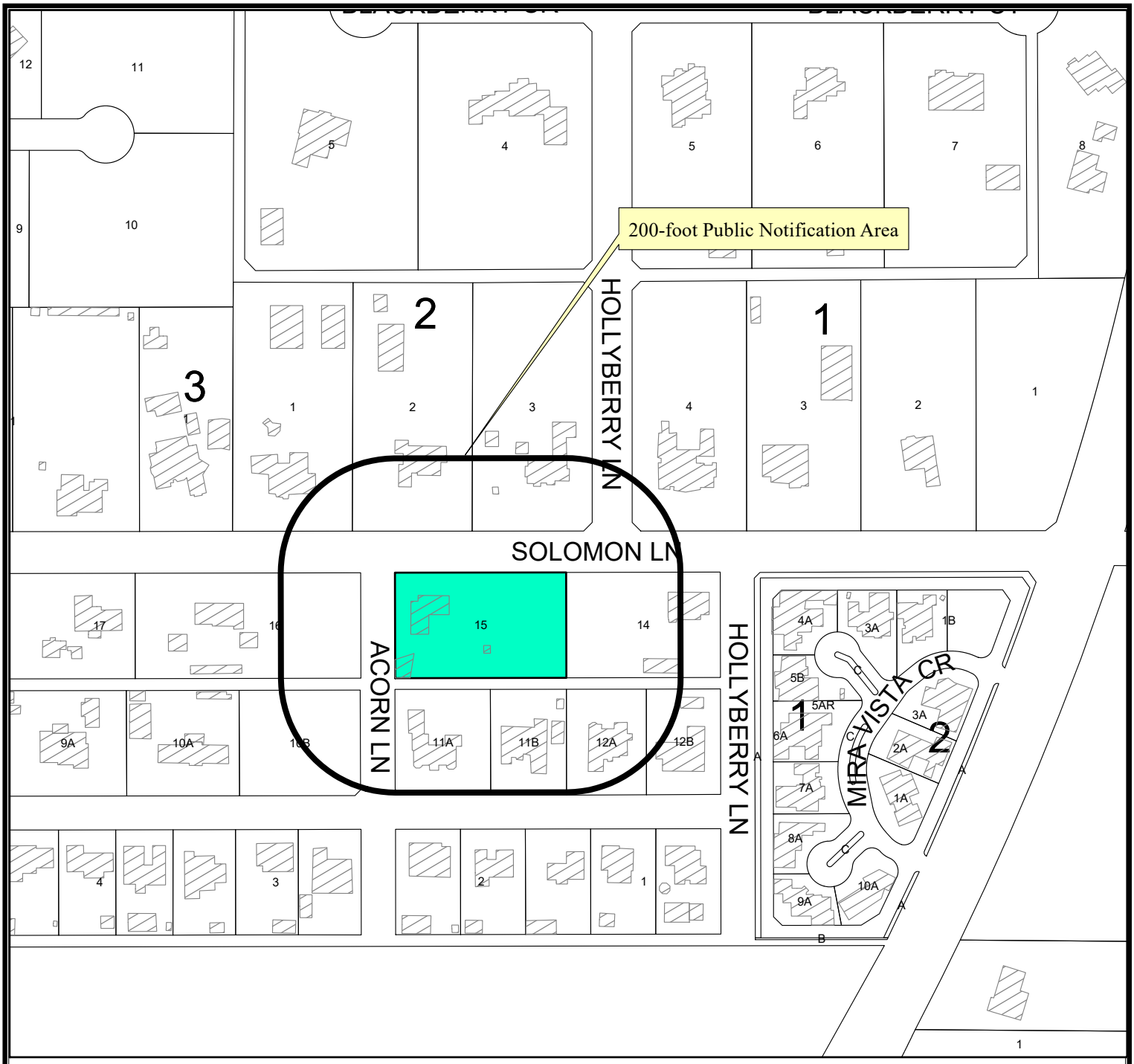
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check # 1326	
Received By: V. Sherman	Date: RECEIVED JAN 21 2021

BY: VS

**** Application will not be considered for scheduling until reviewed by a planner. ****



LOCATION MAP

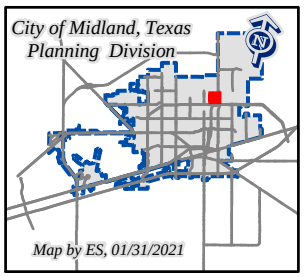
E-21-0048 **Scale: 1" = 250'**

Consider a request by Stephen Sample for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setback for a corner lot on Tract 15, North Estates, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of Solomon Lane and Acorn Lane. (Council District 1)

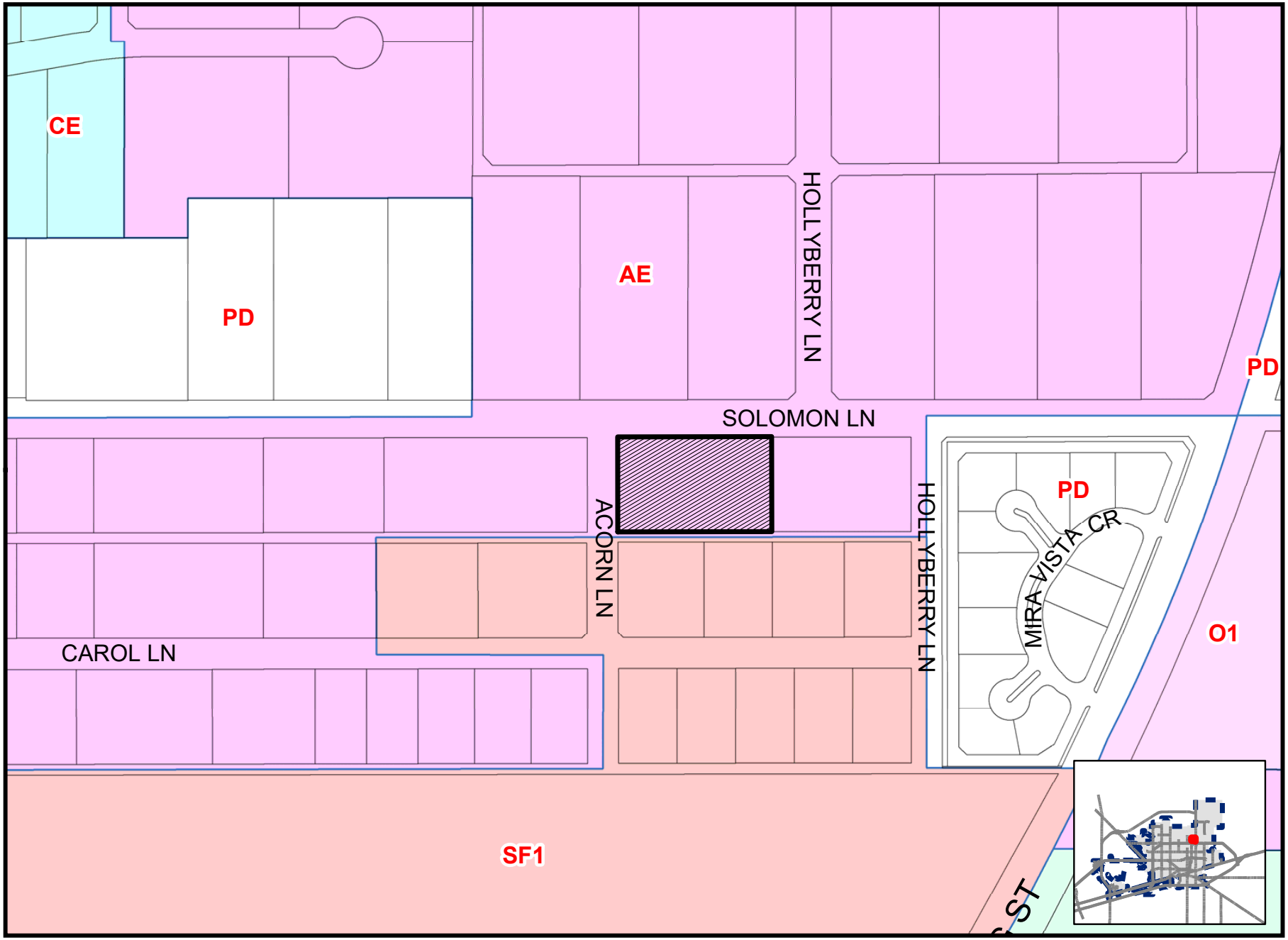
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



PACKET 32.12

March 23, 2021



Map By Es, 1/31/2021

E-21-0048

Scale: 1" = 200'

ZONING MAP

PACKET
32.13
March 23, 2021






SOLOMON LN



City Council Meeting

Item Number: 33

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 45, FAIRMONT PARK, SECTION 15, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE SOUTH SIDE OF HENRY KOONTZ BOULEVARD, APPROXIMATELY 535 FEET WEST OF NORTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Home Depot U.S.A., Inc., is requesting a zone change from PD, Planned District for a Shopping Center to amended PD, Planned Development District for a Shopping Center to restripe the existing equipment rental stalls to angled parking and add an additional 12 equipment rental stalls, for a total of 22 equipment rental stalls.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for a Shopping Center and the location of restaurants. The property to the east is zoned PD, Planned District for a Shopping Center and the location of a retail establishment. The properties to the south are zoned SF2, Single-Family Dwelling District and the location of residences. The property to the west is zoned PD, Planned District for a Shopping Center and the location of a storage center.

Analysis:

The property is located at 4009 N. Midland Drive and is the location of the Home Depot. The applicant is proposing to re-stripe the existing equipment rental stalls to angled parking and add an additional 12 equipment rental stalls, for a total of 22 equipment rental stalls. No additional changes or modifications of the property are being proposed. The property will still exceed the parking requirement with the proposed amendment.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No objection.

Engineering: (Approved)

No objection to zone change

Code: (Approved)

No Oil or Gas issues.

Transportation: (Approved)

No objection to zone change.

Planning:

Per the Future Land Use map, this location is designated as Regional Commercial; which calls for a broad range of retail services, including large-scale stores and services; therefore, this zone change complies with the Future Land Use plan.

This request has been recommended for approval by a unanimous vote at the February 1, 2021 Planning and Zoning Commission meeting and approved at the February 23, 2021 City Council meeting.

Staff recommends approval of the zone change from PD, Planned District for a Shopping Center to amended PD, Planned Development District for a Shopping Center, subject to conditions A and B.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the RR, Regional Retail District, except as stated below.**

B. **That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit A.**

Letters of Objection:

Staff has not received any objections as of February 17, 2021.

Attachments:

Site Plan (Exhibit A)
Application
Maps
Ordinance No. 10008

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 45, FAIRMONT PARK, SECTION 15, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE SOUTH SIDE OF HENRY KOONTZ BOULEVARD, APPROXIMATELY 535 FEET WEST OF NORTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, 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 rezoning Lot 6, Block 45, Fairmont Park, Section 15, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Shopping Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the RR, Regional Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following condition and restrictions:

That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

SECTION FOUR. 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 FIVE. 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 SIX. 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 SEVEN. 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 EIGHT. 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

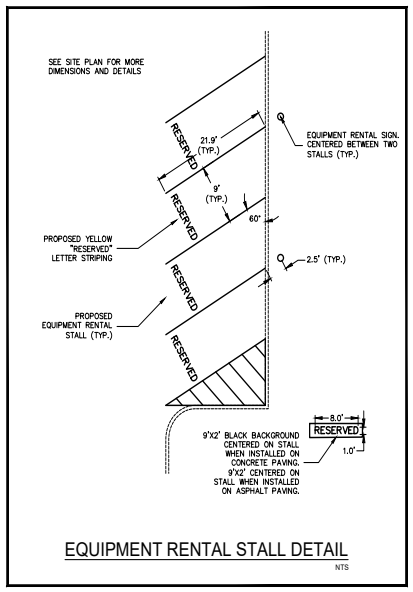
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

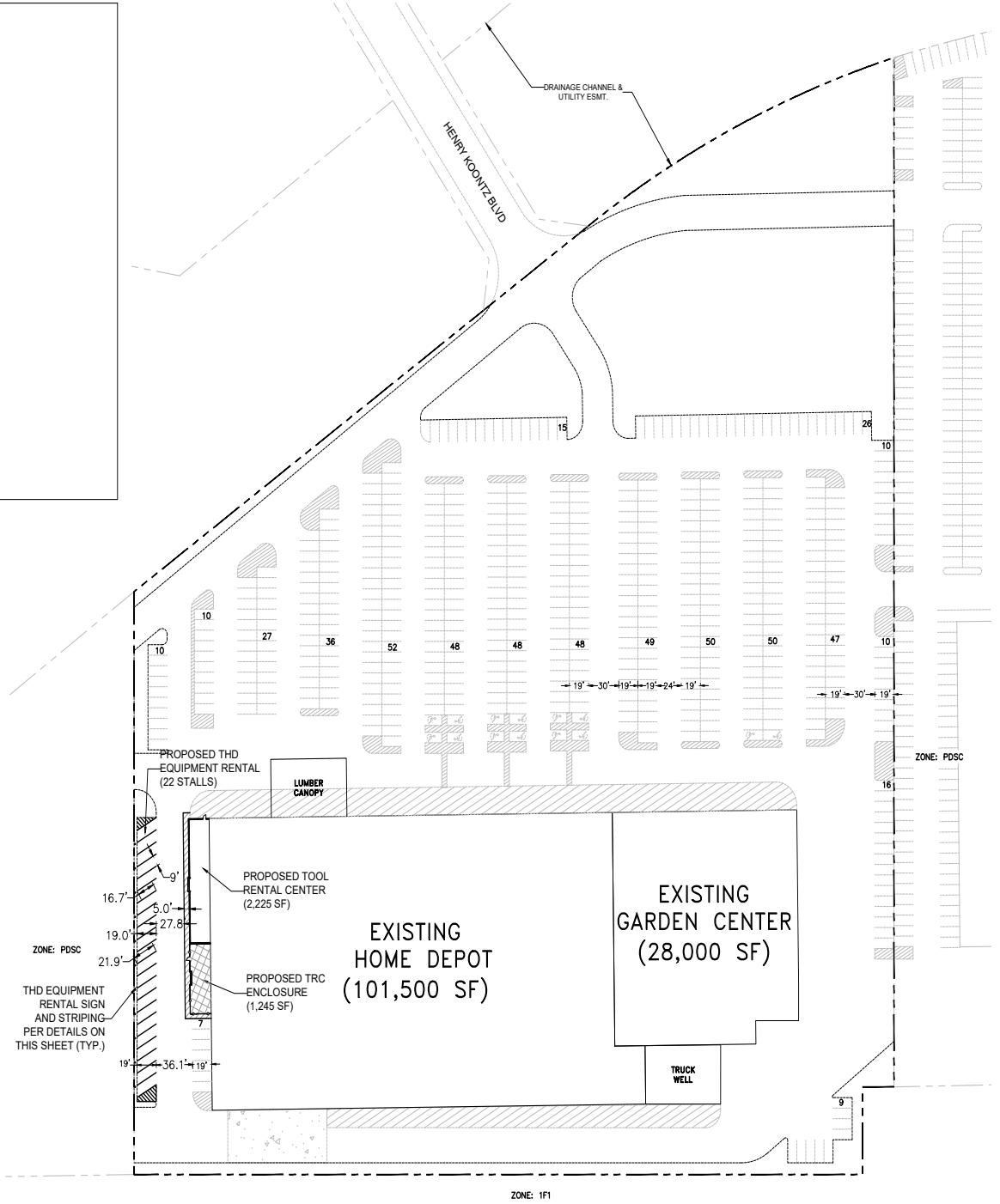
_____
John Ohnemiller, City Attorney

EXHIBIT "A"

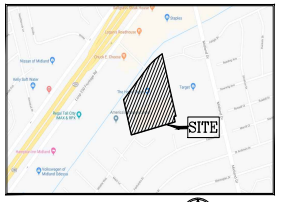


EQUIPMENT RENTAL STALL DETAIL

NTS



LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS – LAND SURVEYORS – PLANNERS
4694 WEST JACQUELYN AVENUE – FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

ZONING INFORMATION

APN:	R0000-19-018
ZONING:	PDSC
LAND USE:	U-M NC (URBAN-MEDIUM NEIGHBORHOOD CENTER)

HOME DEPOT SITE DATA

HOME DEPOT AREA	12.96 AC

HOME DEPOT BUILDING AREAS

EXISTING HOME DEPOT BUILDING	101,500 SF
EXISTING GARDEN CENTER	28,000 SF
PROPOSED TOOL RENTAL CENTER	+ 2,225 SF
TOTAL HD BUILDING AREA	131,725 SF

PARKING REQUIRED PER CITY CODE

HOME DEPOT (@ 3.7 PER 1,000 SF PER ORDINANCE NO. 8893) (INCLUDING GARDEN CENTER & TRC)	487 STALLS

PARKING PROVIDED

FRONT FIELD PARKING	536 STALLS
SIDE FIELD PARKING	23 STALLS
REAR FIELD PARKING	+ 9 STALLS
TOTAL PARKING PROVIDED	568 STALLS

INCLUDED WITHIN PARKING PROVIDED

ACCESSIBLE PARKING	14 STALLS

NOT INCLUDED WITHIN PARKING PROVIDED

THD EQUIPMENT RENTAL	22 STALLS

TRC SITE PLAN

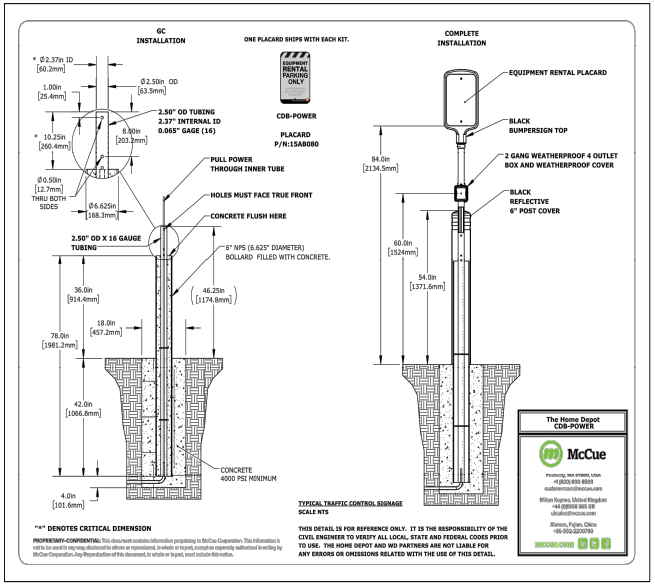
DATE:	7/23/2019
REVISION DATES:	1/28/2021
SITE PLANNER	LUIS REBELO
SITE DEV. COORDINATOR	SCOTT MOMMER
R. E. MARKET	
R. E. AGENDA NAME	
R. E. MANAGER	TREY CONWAY

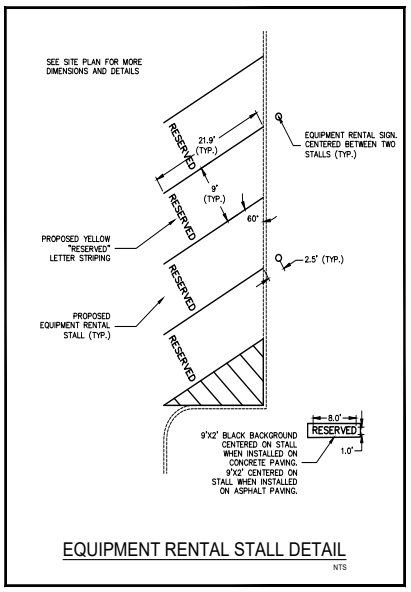
TX - MIDLAND
STORE #0561

ADDRESS:	4009 N MIDLAND DR. MIDLAND, TX 79707
LA PROJECT NUMBER	19000.00

0' 50' 100'
SCALE 1"=50'

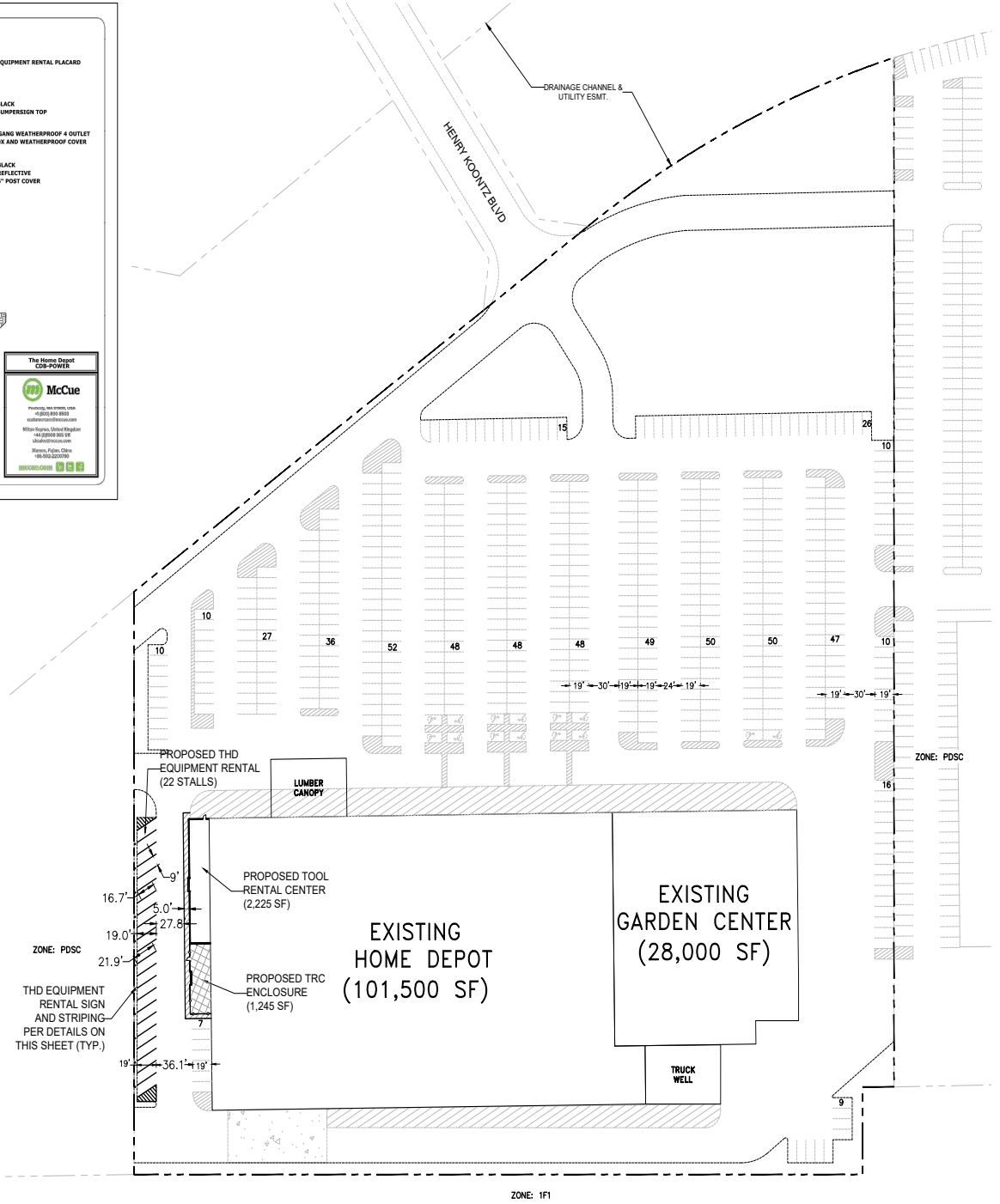
SITE PLAN
SHEET 1 OF 1



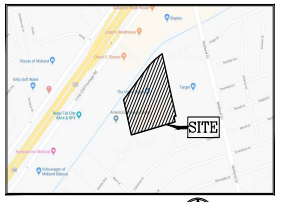


EQUIPMENT RENTAL STALL DETAIL

NTS



LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS – LAND SURVEYORS – PLANNERS
4694 WEST JACQUELYN AVENUE – FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

ZONING INFORMATION

APN:	R0000-19-018
ZONING:	PDSC
LAND USE:	U-M NC (URBAN-MEDIUM NEIGHBORHOOD CENTER)

HOME DEPOT SITE DATA

HOME DEPOT AREA	12.96 AC

HOME DEPOT BUILDING AREAS

EXISTING HOME DEPOT BUILDING	101,500 SF
EXISTING GARDEN CENTER	28,000 SF
PROPOSED TOOL RENTAL CENTER	+ 2,225 SF
TOTAL HD BUILDING AREA	131,725 SF

PARKING REQUIRED PER CITY CODE

HOME DEPOT (@ 3.7 PER 1,000 SF PER ORDINANCE NO. 8893) (INCLUDING GARDEN CENTER & TRC)	487 STALLS

PARKING PROVIDED

FRONT FIELD PARKING	536 STALLS
SIDE FIELD PARKING	23 STALLS
REAR FIELD PARKING	+ 9 STALLS
TOTAL PARKING PROVIDED	568 STALLS

INCLUDED WITHIN PARKING PROVIDED

ACCESSIBLE PARKING	14 STALLS

NOT INCLUDED WITHIN PARKING PROVIDED

THD EQUIPMENT RENTAL	22 STALLS

TRC SITE PLAN

DATE:	7/23/2019
REVISION DATES:	1/28/2021
SITE PLANNER	LUIS REBELO
SITE DEV. COORDINATOR	SCOTT MOMMER
R. E. MARKET	
R. E. AGENDA NAME	
R. E. MANAGER	TREY CONWAY

TX - MIDLAND
STORE #0561

ADDRESS:	4009 N MIDLAND DR. MIDLAND, TX 79707
LA PROJECT NUMBER	19000.00

SCALE 1"=50'

SITE PLAN
SHEET 1 OF 1

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0209

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lars Andersen & Associates, Inc. - Janay Mommer		Phone ( ) 559-978-7643 Email jmommer@larsandersen.com	
Address 4694 W. Jacquelyn Avenue	City Fresno	State CA	Zip 93722

Property Owner Printed Name: Home Depot U.S.A., Inc.		Phone ( ) 770-384-2406 Email suzanne_russo@homedepot.com	
Address 2455 Paces Ferry Road	City Atlanta	State GA	Zip 30339

Representative *(if different from Applicant or Property Owner)* Firm: Same as Applicant Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4009 N. Midland, Midland, TX 79707

Legal Description
Lot: 6 Block: 45 Subdivision: Fairmont Park

Current Zoning:
PDSC

Proposed Zone: PDSC (No Change)
(List by tracts if more than one district is requested)

Reason for Zone Change Request:
Amending Site Plan to re-stripe the Equipment Rental stalls to angled parking and add an additional 12 Equipment Rental Stalls, for a total of 22 Equipment Rental Stalls

Present Use of Property: Existing Home Improvement Store

Proposed Use of Property: No change, amending Site Plan to re-stripe and add an additional 12 Equipment Rental stalls.

How would this zone change affect the public health, safety and welfare?

The proposed Plan will not affect the public health, safety, and welfare and there is no change to the existing Use or operation.

Describe how conditions affecting the property have changed since present zoning designation: The re-striping of the Equipment Rental stalls to angled parking will provide easy access to customers to tow away and park the Equipment. The additional Equipment Rental units added will benefit the community by meeting customer needs.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Janay Mommer	Date: 01/05/2021
Applicant (printed): Janay Mommer	
Property Owner (signature): Suzanne Russo	Date: 01/05/2021
Property Owner (printed) : Suzanne Russo	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Suzanne Russo who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Home Depot U.S.A., 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.

Suzanne Russo
Authorized Agent (*signature*)

Subscribed and sworn to before me this 5th day of January, 20 21, to certify which witness my hand and seal of office.

DEATRA HINESLEY NOTARY PUBLIC My Commission Expires 02-06-2023 FULTON COUNTY GEORGIA

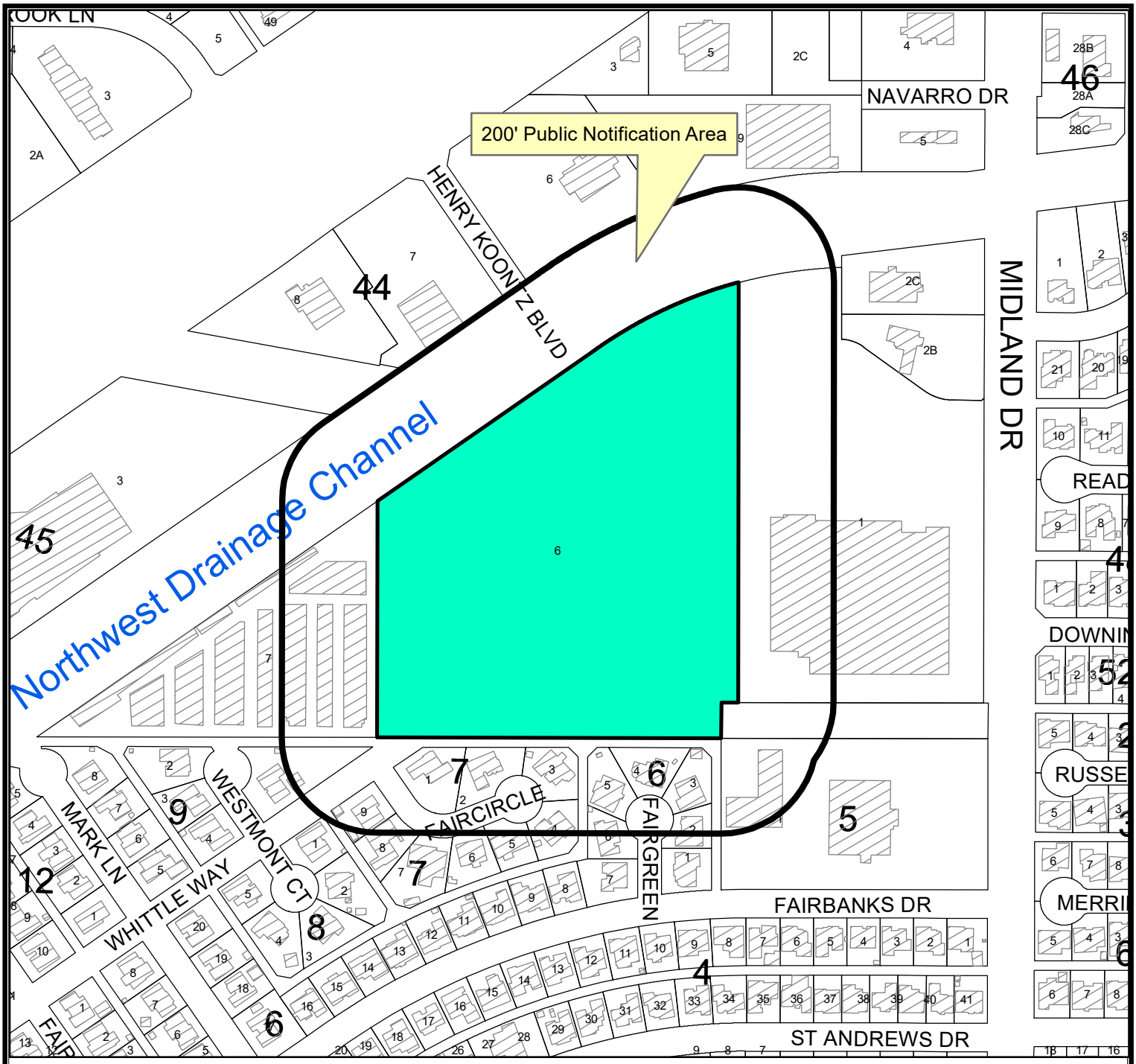
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization
☐ Application Fee
Check #_____
☐ Dimensioned Site Plan
☐ Plans in Digital Format (PDF/JPEG)

Received By: _____ Date: _____

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

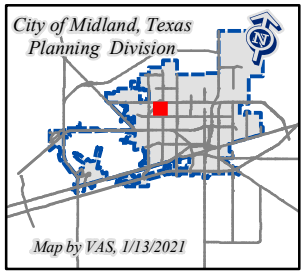
Z-21-0209 **Scale: 1" = 300'**

Consider a request by Home Depot U.S.A., Inc. for a zone change from PD, Planned District for a Shopping Center to Amended PD, Planned Development District for a Shopping Center on Lot 6, Block 45, Fairmont Park, Section 15, City and County of Midland, Texas.

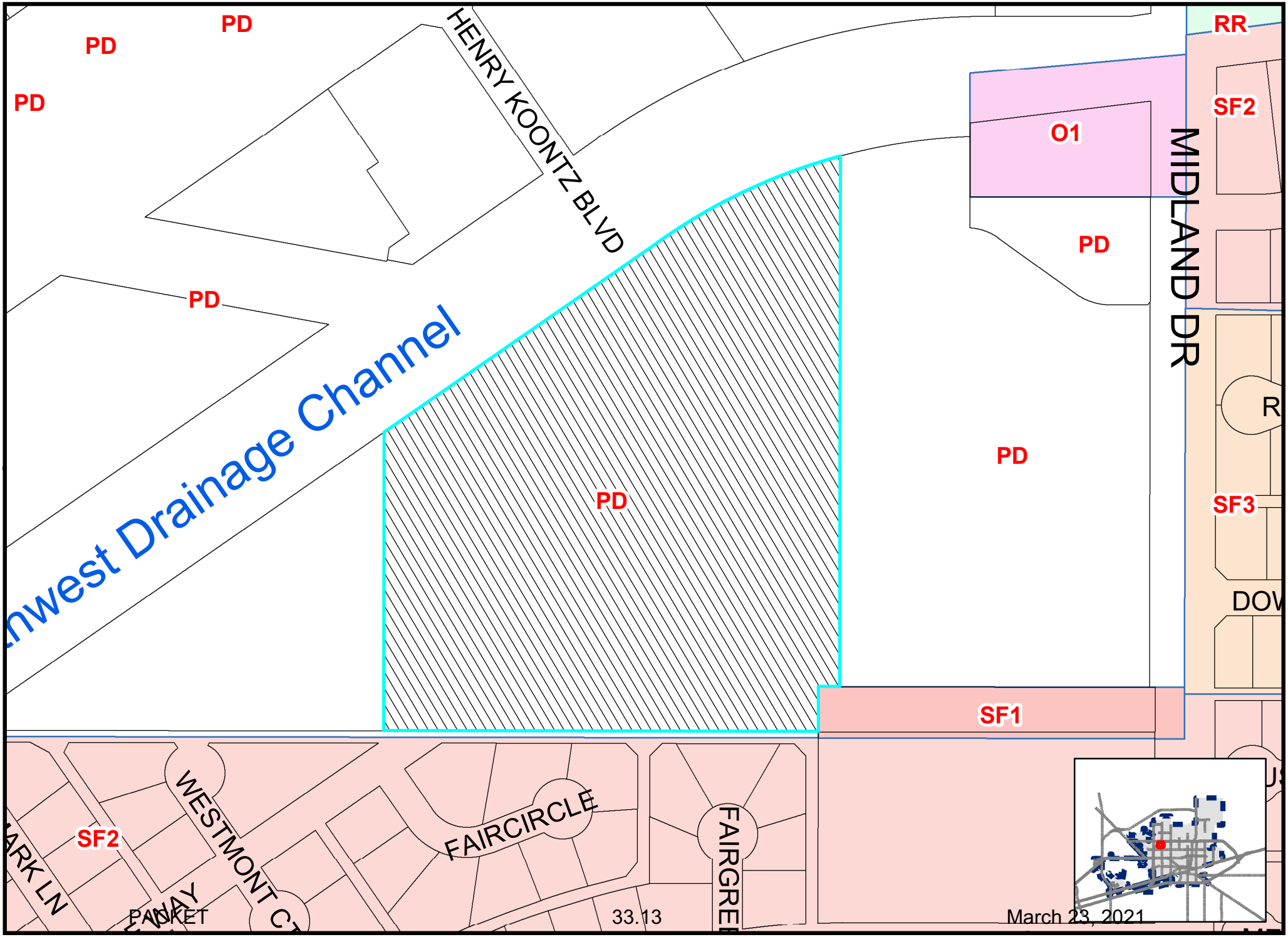
Generally located on the south side of Henry Koontz Boulevard, approximately 535 feet west of N. Midland Drive. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By VAS, 1/14/2021

Z-21-0209

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 10008

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 45, FAIRMONT PARK, SECTION 15, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED APPROXIMATELY 809 FEET SOUTH OF WEST LOOP 250 NORTH AND APPROXIMATELY 643 FEET WEST OF NORTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, 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 rezoning Lot 6, Block 45, Fairmont Park, Section 15, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Shopping Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the RR, Regional Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

That the Property shall significantly conform to the site plan and elevations plan, which are attached hereto as Exhibits "A" and "B" and incorporated herein for all purposes.

SECTION FOUR. 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 FIVE. 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 SIX. 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 SEVEN. 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 EIGHT. 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 22nd day of October, A.D., 2019; and passed to second reading on motion of Council member Robnett, seconded by Council member Trost, by the following vote:

Council members voting "AYE": Trost, Hotchkiss, Love, Morales, Dufford, Lacy, Robnett

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 Lacy, seconded by Council member Love, on the 5th day of November, A.D., 2019, at a regular meeting of the City Council:

Council members voting "AYE": Trost, Hotchkiss, Love, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

PASSED AND APPROVED THIS 5th day of November, A.D., 2019.

_____
Jerry F. Morales, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

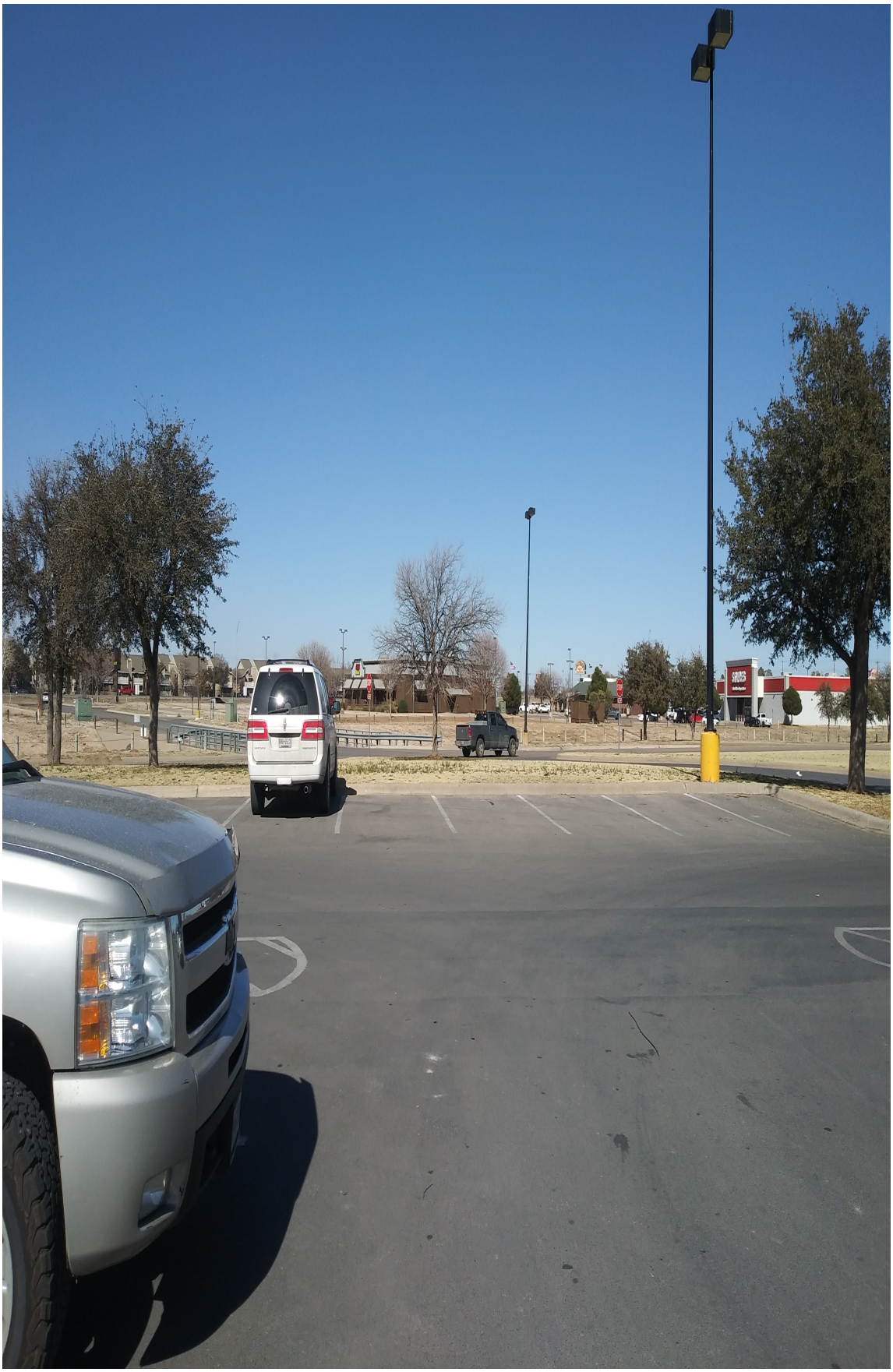
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney









City Council Meeting

Item Number: 34

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR OUTDOOR RETAIL SALES ON LOT 2, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND WEST WADLEY AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DEVELOPMENT SERVICES)

Purpose:

Consider a resolution on a request by Lowe's Home Centers for approval of a Temporary Land Use Permit for Seasonal Outdoor Sales.

Recommended City Council Action:

Deny

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Lowe's Home Centers is requesting a Temporary Land Use Permit for their Seasonal Outdoor Sales on their property located at 3315 N Loop 250 West, as shown on the site plan (Exhibit A). The proposed dates and times of the event are Monday, March 1, 2021, through Thursday, July 15, 2021, during their standard operating hours.

This event will consist of the outside display and sale of lawn and garden materials, such as seed and soil to accommodate for the increased demand during the spring and summer seasons. The sales and display will be conducted in the Lowe's Home Center parking lot as depicted on the site plan (Exhibit A)

This request has been circulated to all pertinent City departments for review. Below are the departments's comments:

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objection.

Fire: (Awaiting Comments)

Building Code: (Approved)

No objections.

Code Compliance:

No oil and Gas issues.

Planning:

Although this Temporary Land Use Permit for seasonal outdoor sales will allow Lowe's Home Center to accommodate the increased demand for lawn and garden supplies during peak planting seasons, staff recommends denial of this request as code complaints were received last year when Lowe's used this parking area for overflow storage. Additionally, staff has recommended to Lowe's that they amend their planned development district to extend their outdoor garden area to increase their capacity for their supplies.

This request was deferred at the February 23, 2021 City Council meeting due to concerns about the outdoor sales being screened. The applicant has since stated that they will provide chain link fencing with mesh fabric around the proposed outdoor sales for screening purposes. Staff finds this proposal satisfactory with the condition that the applicant look for a more permanent solution for the following years. Additionally, since this item was deferred, the applicant is now requesting that the outdoor sales be allowed from March 24 through August 24, 2021.

If approved, staff recommends that this temporary land use permit shall be subject to conditions A through G.

Conditions:

A. **That the operation of the Seasonal Outdoor Sales shall conform to the attached Site Plan (Exhibit A) and shall be screened by chain link fencing with mesh fabric.**

B. **That the day and hours of the Seasonal Outdoor Sales shall be limited to Wednesday, March 24, 2021, through Tuesday, August 24, 2021, during Lowe's Home Center's normal operating hours**

C. **That the event shall comply with all requirements of the Fire Code; the applicant shall call for an inspection by the Fire Marshal prior to commencing the event.**

D. **That the twenty-six (26) foot wide fire lane adjacent to the garden center as indicated on the site plan shall remain unobstructed and shall not be used for the seasonal outdoor sales.**

E. **That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding the event.**

F. **That, Travis Spicer, a representative of Lowe's Home Centers, shall be responsible for ensuring that the conditions of this permit are observed.**

G. **That the event shall be subject to future evaluation in regards to COVID-19 restrictions.**

Letters of Objection:

As of February 17, 2021, Staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps
Proposed Fencing

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR OUTDOOR RETAIL SALES ON LOT 2, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND WEST WADLEY AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS

WHEREAS, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Lowe's Home Centers, LLC (the "Applicant") has applied for authorization to temporarily use Lot 2, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas (the "Property") for outdoor retail sales (the "Event"); and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

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

SECTION ONE. That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Event subject to the following conditions and restrictions:

A. That the days and hours of the Event shall be limited to March 24, 2021, through August 24, 2021, during the Applicant's normal operating hours.

B. That the operation of the Event shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein, and shall be screened by chain link fencing with mesh fabric.

C. That the Applicant shall operate the Event in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Event.

D. That the Applicant shall not operate the Event on the 26-foot-wide fire lane adjacent to the garden center, as shown on the site plan. The Applicant shall ensure that said fire lane remains unobstructed.

E. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Event.

F. That notwithstanding any provision herein, the Applicant shall ensure that the Event complies with all applicable laws, rules, regulations, proclamations and

orders related to the federal, state and local responses to the COVID-19 pandemic.

G. That Travis Spicer, a representative of the Applicant, shall be responsible for ensuring that the conditions of this permit are observed and satisfied.

SECTION TWO. That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

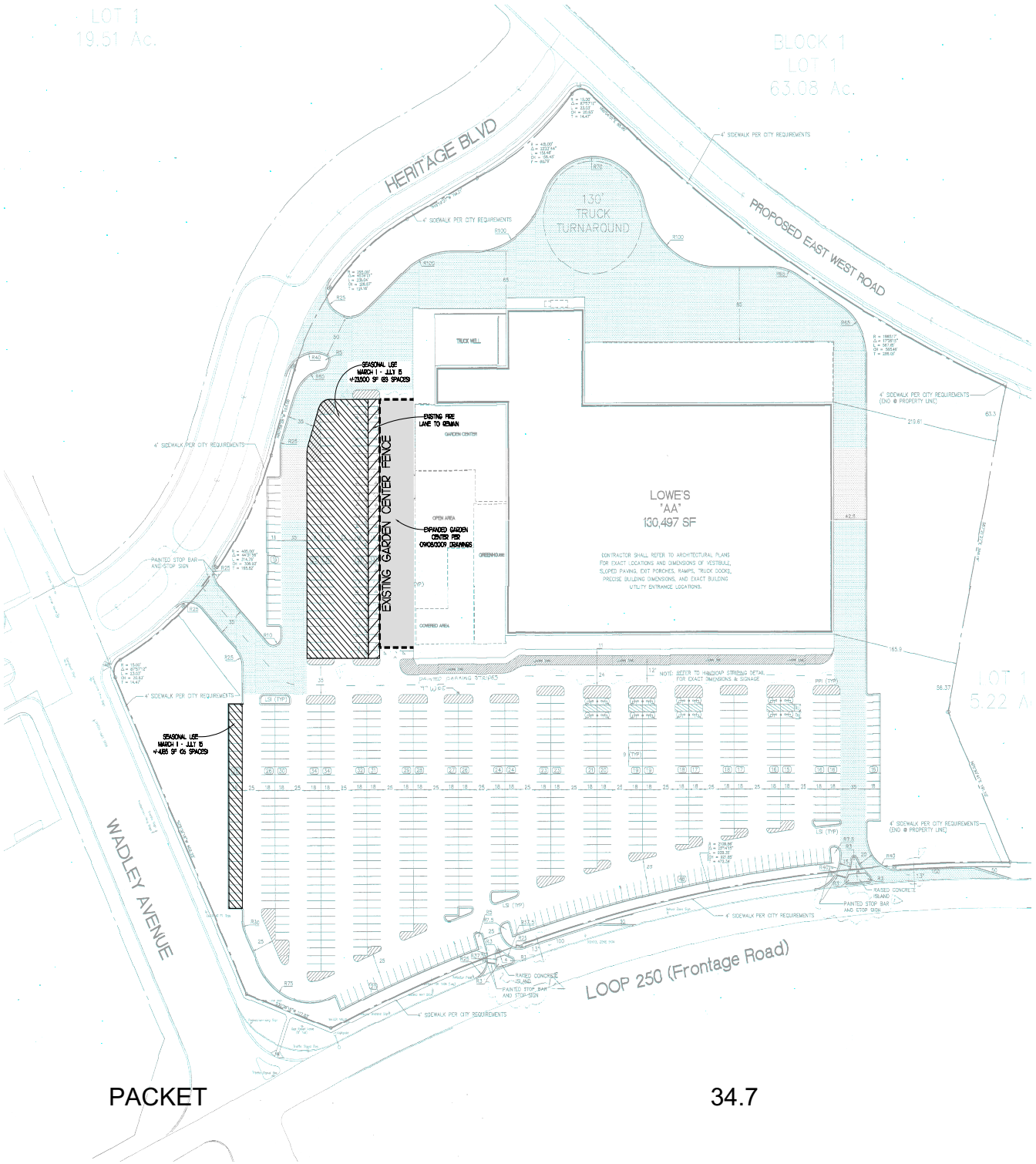
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

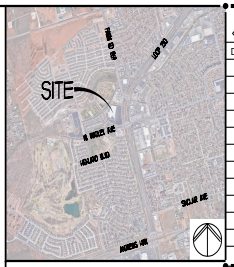
EXHIBIT "A"



ALWAYS CALL BEFORE YOU DIG 811

EVERY DIGGING JOB REQUIRES A CALL – EVEN SMALL PROJECTS LIKE PLANTING TREES OR SHRUBS. IF YOU HIT AN UNDERGROUND UTILITY LINE WHILE DIGGING, YOU CAN HARM YOURSELF OR THOSE AROUND YOU, DISRUPT SERVICE TO AN ENTIRE COMMUNITY, AND POTENTIALLY BE RESPONSIBLE FOR FINES AND REPAIR COSTS.

SMART DIGGING MEANS CALLING 811 BEFORE EACH JOB. WHETHER YOU ARE A HOMEOWNER OR A PROFESSIONAL EXCAVATOR, ONE CALL TO 811 SETS YOUR LOCATIONAL UTILITY LINES MARKED FOR FREE.



VICINITY MAP
(1" = 4,000')

UNDERLYING DRAWING WAS TAKEN FROM A DRAWING PREPARED BY ASG INCORPORATED, REVISED 11/22/95, SIGNED BY MARK A. BIALIK AND CONSIDERS GARDEN CENTER EXPANSION BY PAEP ARCHITECTURE & ENGINEERING, INC. DATED 08/07/09

LOWE'S SITE - GENERAL NOTES:

SITE ADDRESS: 3315 N LOOP 250 W MIDLAND, TX 79707
OWNER OF RECORD: COLE LO MIDLAND TX LP
SITE AREA: +/-16.52 ACRES
PIN: #150000020020
ZONING: PD
LOWE'S TOTAL FLOOR AREA: 130,497 SQ. FT.

APPLICANT INFORMATION:
LOWE'S HOME CENTERS, LLC
1000 LOWES BLVD., MOORESVILLE, NC 28117
TRAVIS SPICER, DIRECTOR E&C

CITY APPROVAL BLOCK

REVISIONS
PRE-BID SET ISSUE DATE | POST BID SET ISSUE DATE

DATE	DESCRIPTION

PRELIMINARY NOT FOR CONSTRUCTION

FREELAND and KAUFFMAN, INC.
Engineers • Landscape Architects
209 West Stone Avenue
Greenville, South Carolina 29609
(864) 233-5497

LOWE'S HOME CENTERS, LLC
1000 LOWES BOULEVARD
MOORESVILLE, NC 28117
704.758.1000 (V)

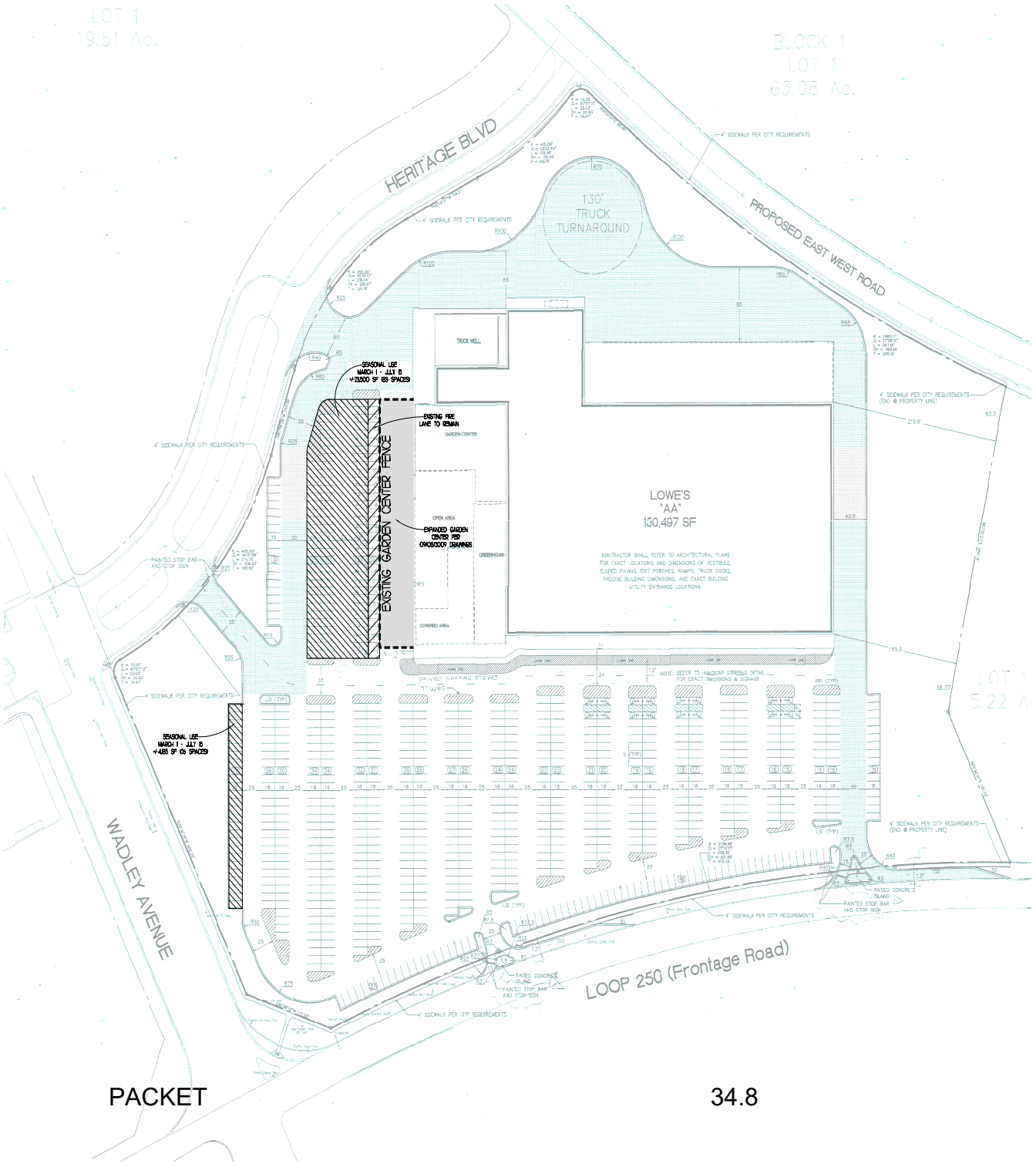
THIS DRAWING IS THE PROPERTY OF LOWE'S HOME CENTERS, LLC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF LOWE'S HOME CENTERS, INC. COPYRIGHT 2007 ALL RIGHTS RESERVED

LOWE'S

OUTDOOR SALES / DISPLAY PLAN
LOWES OF:
MIDLAND
MIDLAND, TEXAS
DRAWN BY: CRD | CHECKED BY: BTS

ORIGINAL ISSUE DATE: 02/09/2021
PERMIT SET ISSUE DATE:
CONSTRUCTION SET ISSUE DATE:
DRAWING NUMBER: —

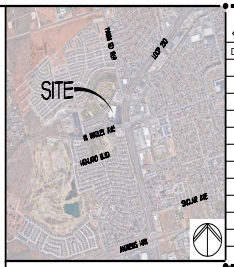
SCALE 1" = 60'



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VICINITY MAP
(1" = 4,000')

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LOWE'S SITE - GENERAL NOTES:

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OWNER OF RECORD: COLE LO MIDLAND TX LP
SITE AREA: +/-16.52 ACRES
PIN: #150000020020
ZONING: PD
LOWE'S TOTAL FLOOR AREA: 130,497 SQ. FT.

APPLICANT INFORMATION:
LOWE'S HOME CENTERS, LLC
1000 LOWES BLVD., MOORESVILLE, NC 28117
TRAVIS SPICER, DIRECTOR E&C

CITY APPROVAL BLOCK

REVISIONS

DATE	DESCRIPTION

◇ PRE-BID SET ISSUE DATE △ POST BID SET ISSUE DATE

PRELIMINARY NOT FOR CONSTRUCTION

FREELAND and KAUFFMAN, INC.
Engineers • Landscape Architects
209 West Stone Avenue
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LOWE'S

OUTDOOR SALES / DISPLAY PLAN

LOWES OF:
MIDLAND
MIDLAND, TEXAS

DRAWN BY: CRD | CHECKED BY: BTS

ORIGINAL ISSUE DATE: 02/09/2021
PERMIT SET ISSUE DATE:
CONSTRUCTION SET ISSUE DATE:
DRAWING NUMBER: —

SCALE 1" = 60'

MIDLAND
Planning Division

Temporary Land Use Application

Project Number: TLU-21-0078

Case Number: _____

Event Name: Seasonal Outdoor Sales - Lowe's Home Centers

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lowes Home Centers, LLC		Phone ( ) Email travis.j.spicer@lowes.com	
Address 1000 Lowes Boulevard	City Mooresville	State NC	Zip 28117

Property Owner Printed Name: Spirit LO Midland TX, LP		Phone (972) 476-1945 Email PRea@spiritrealty.com	
Address 2727 N Harwood St. Ste 300	City Dallas	State TX	Zip 75201

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Lowes Home Centers, LLC		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3315 North Loop 250 West, Midland, TX 79707

Legal Description
Lot: 0020 Block: 002 Subdivision: 41500

Current Zoning: PD

Type of Temporary Use Requested: Seasonal Sales

Description of Event: Seasonal outdoor sales area to utilize existing impervious parking areas in order to provide product to serve the community during peak demand times.

Duration of Temporary Use: February 15 - July 15

If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.

Proposed Days and Hours: During Lowe's store operating hours (7 days per week)

Will alcoholic beverages be sold? ☐ Yes ■ No

If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.

Are you requesting the temporary closure of any streets? ☐ Yes ■ No

If yes, you must:

A. Complete the "**Special Event and Street Closure Application**", available from the Planning Division (4th Floor, City Hall), as well as submit a "**Traffic Control Plan**" to the Transportation Division (5th Floor, City Hall).
B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars ($1,000,000) for the term of the closure.

Number of Peace Offices Provided: _____ *Contact the Midland Police Department to schedule off-duty police officers.*		
Type of Music (*carnival, live, etc.*): N/A		
Showmobile (*portable stage*) **Requested:** ☐ Yes ☒ No	Days & Hours: N/A	
Number of Restroom Fixtures Provided: *Men*	**Toilets/Urinals:** /	**Bathroom Sinks:**
Women	**Toilets:**	**Bathroom Sinks:**
Unisex	**Toilets:**	**Bathroom Sinks:**

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Damage Deposit
- Clean-Up Deposit
- 1 FOLDED Copy of Site Plan*
- Digital Copies of Site Plan (PDF/JPEG)

**Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.*

Signatures	
Applicant (signature):	Date: 1.19.21
Applicant (printed): Travis Spicer	
Property Owner (signature): See Property Owner Signature Page attached	Date:
Property Owner (printed):	
Representative (signature):	Date:
Representative (printed) : _____	

The Temporary Land Use Permit shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

****Application will not be considered for scheduling until reviewed by a planner.****

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

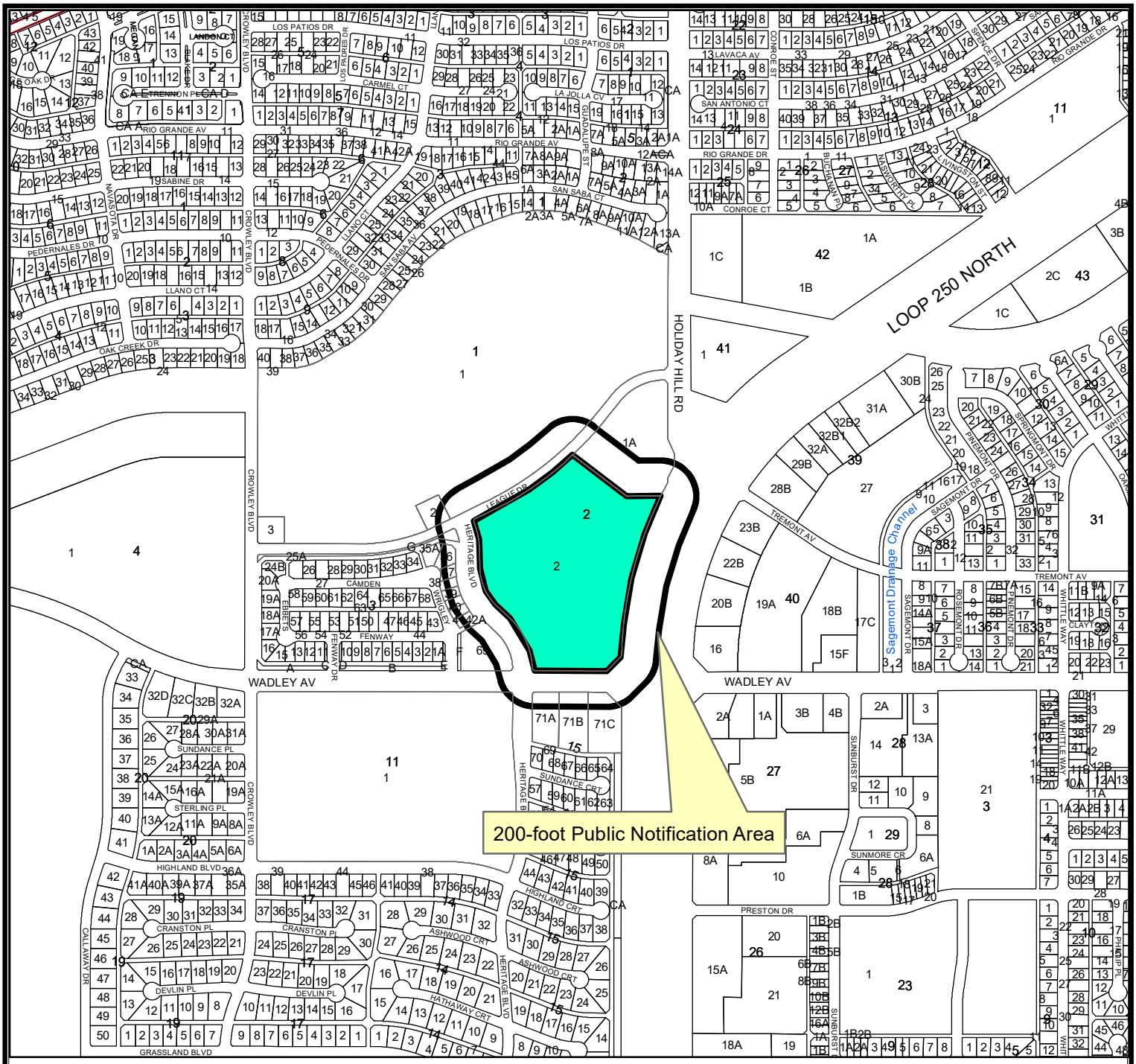
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Liability Insurance (Street Closure)
☐ Dimensioned Site Plan	☐ Traffic Control Plan (Street Closure)
☑ Plans in Digital Format (PDF/JPEG)	☑ N/A Clean-Up Deposit
☑ Application Fee	Check # Waived
Check # Credit card form	☑ N/A Damage Deposit
☐ Administrative Approval	Check # Waived
Received By: Emailed	Date: 2-1-21

****Application will not be considered for scheduling until reviewed by a planner.****



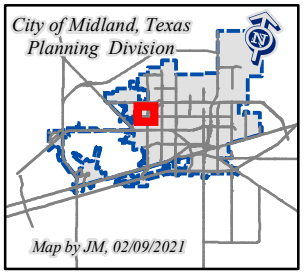
LOCATION MAP

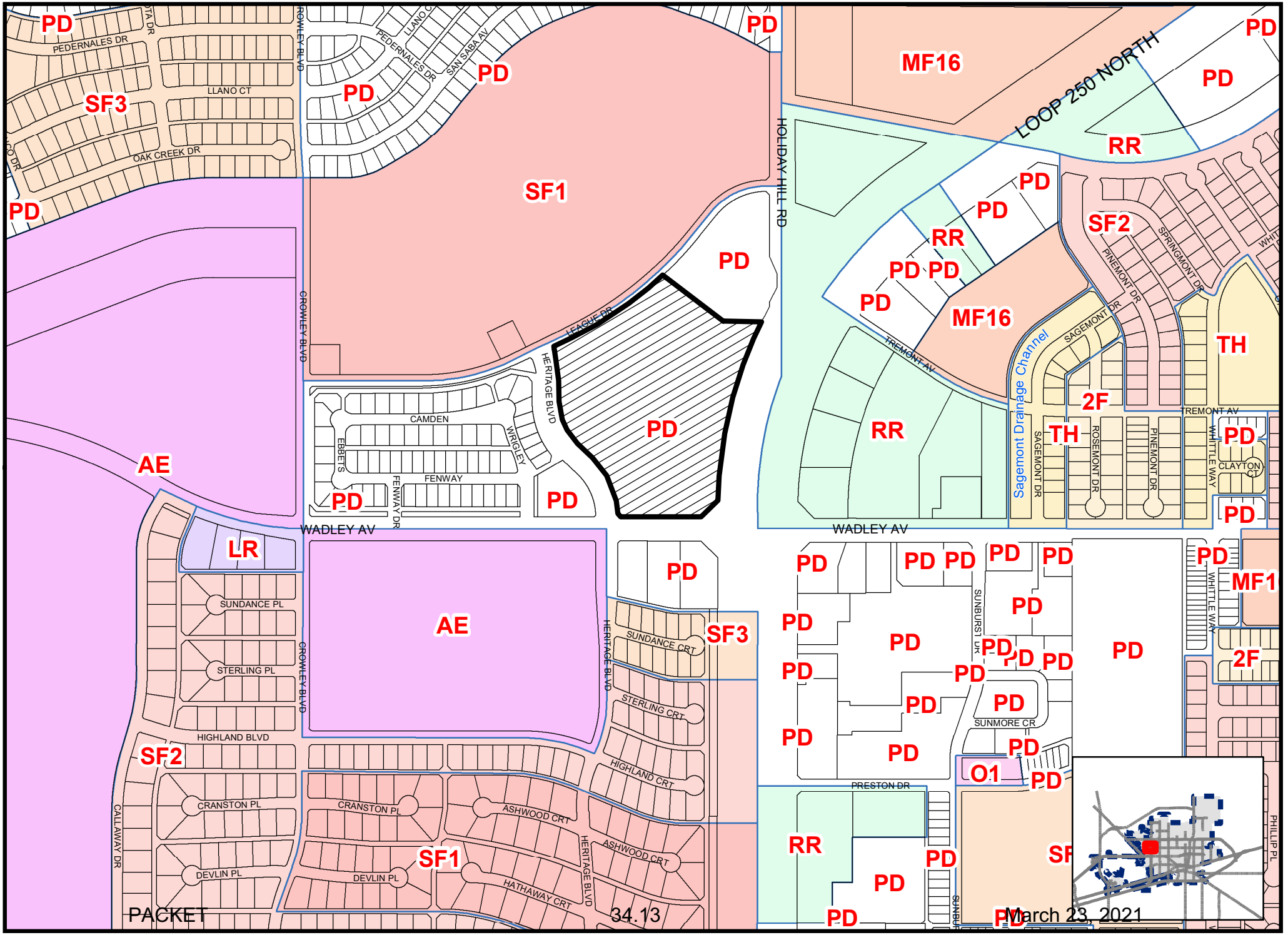
TLU-21-0078 **Scale: 1" = 800'**

A resolution on a request by Lowe's Home Centers, LLC for approval of a Temporary Land Use Permit for Seasonal Outdoor Sales on the Lot 2, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas. Generally located at the northwest corner of the intersection of North Loop 250 West and West Wadley Avenue. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By JM, 02/10/21

TLU-21-0078

Scale: 1" = 600'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.






ONE WAY


SOUTH
LOOP
250
16-7
AHEAD
AHEAD
LOWE'S
MIDLAND


LOWE'S
GARDEN CENTER

City Council Meeting

Item Number: 35

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: The proposed granting of oil and gas well permits to Diamondback E&P LLC for the drilling of the following oil and gas wells: GRIDIRON N004WA; GRIDIRON NOO4WB; GRIDIRON N005JM; and GRIDIRON N005LS; said wells being generally located 1,345 feet north of Briarwood Avenue and between 1,684 feet and 1,775 feet east of Avalon Drive (DEVELOPMENT SERVICES)

Purpose:

Diamondback E&P LLC, for the drilling of oil gas wells, as listed prior. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval with update to an exhibit. Diamondback E&P will be using at a minimum 24 ft. tall sound walls on the westerly and southerly side of the well pad during drilling and completion operations (frac and drillout). Sound walls may be used on portions of the northerly side of the pad. Diamondback E&P does have a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Diamondback E&P is requesting the following variances:

1. Requesting a variance for trees of 2”-3” in diameter due to having a greater survival rate over a five-year period and have a growth rate greater than the 4” diameter requirements.
2. Requesting a variance to have perimeter fence around the four well pad site instead of the individual pumping units.
3. Requesting a variance to a larger reserve pit being 440 ft. X 250 ft. for the drilling of four separate wells on drilling pad which will result in a smaller footprint to the surface versus four separate reserve pits.
4. Requesting a variance to the pit closure requirement with the option to use a green bio technology treatment which will result in a low percentage of hydrocarbons in soil in an environmentally friendly state.
5. Requesting a variance to the hours of operation for fracture stimulations and to allow for frac operations to occur during a 24-hour period which will include the use of lights during such operations.

Attachments: Applications, Location maps, Exhibit - Drill site maps, Exhibit – Flow Line Location.

Robert Patrick

City Manager’s Office

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12/1/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
PAULA BRUNSON Sr. Staff Regulatory Specialist	500 W. Texas Ave., Ste 1200 Midland, TX 79701	432-221-7442 Rep. Fax
Fee: $4,000.00 Rec'd Yes X No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A: Joel Martin, Production Manager

24/7 Answering Services - No. 1 (Tele.): 432-699-9332 No. 2 (Tele.): 432-238-9969

Option B: Joel Martin 500 W. Texas Ave., Ste 1200
432-238-9969 Midland, TX 79701

Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A):*

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(Same as above)

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Proposed Well Name: GRIDIRON N004WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W.

Legal Description of Proposed Well Site:
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DIAMONDBACK E&P LLC
[NAME OF COMPANY]

By PAULA BRUNSON

Its Regulatory Advisor

State of TEXAS)

County of MIDLAND)

PAULA BRUNSON, Regulatory Advisor, personally appeared before me, and being first duly sworn, declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Notary Public, State of TEXAS

[Seal]

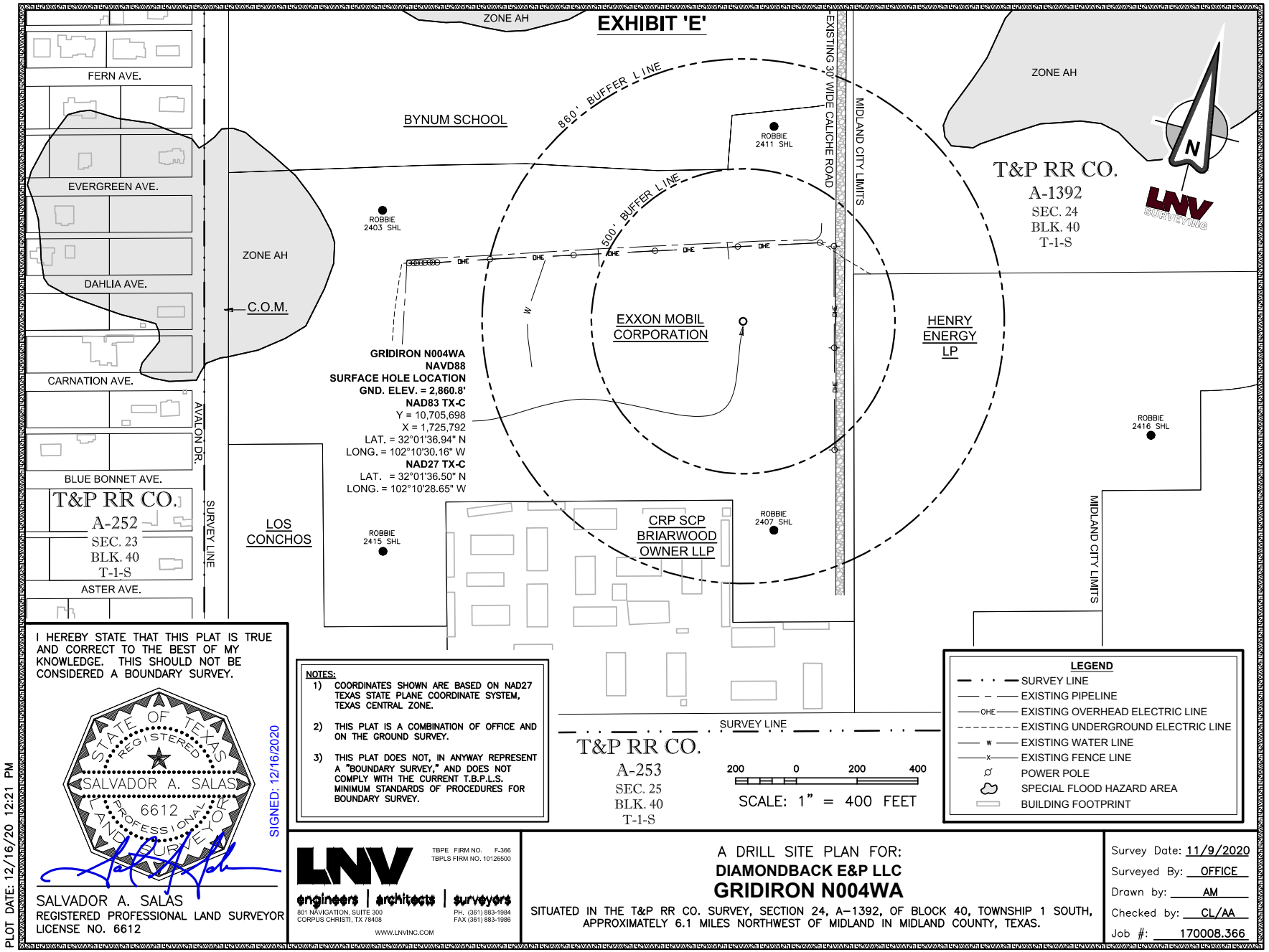
LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

Attachment to
APPLICATION FOR OIL AND GAS PERMIT
Gridiron North Wells

II. Mineral Ownership

Names and Addresses of Mineral Estate Lessors (under applicable lease):

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I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS REGISTERED SALVADOR A. SALAS 6612 PROFESSIONAL LAND SURVEYOR

SIGNED: 12/16/2020

SALVADOR A. SALAS
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LICENSE NO. 6612

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- OHE — EXISTING OVERHEAD ELECTRIC LINE
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- W — EXISTING WATER LINE
- x — EXISTING FENCE LINE
- POWER POLE
- SPECIAL FLOOD HAZARD AREA
- BUILDING FOOTPRINT

LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

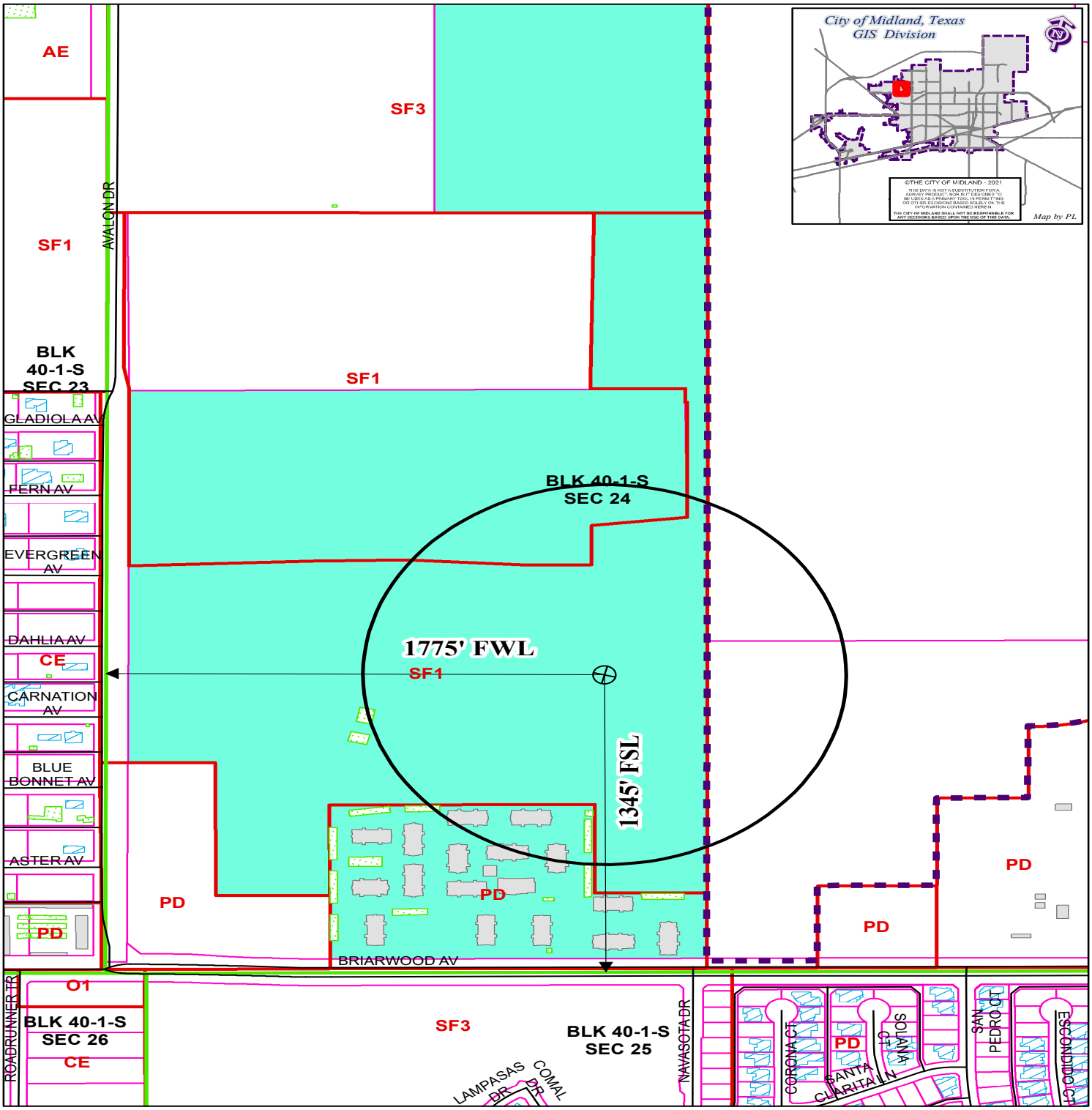
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DIAMONDBACK E&P LLC
GRIDIRON N004WA

SITUATED IN THE T&P RR CO. SURVEY, SECTION 24, A-1392, OF BLOCK 40, TOWNSHIP 1 SOUTH, APPROXIMATELY 6.1 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 11/9/2020
Surveyed By: OFFICE
Drawn by: AM
Checked by: CL/AA
Job #: 170008.366

PLOT DATE: 12/16/20 12:21 PM

U:\Diamondback EP\170008 MSA\366 Gridiron N004WA Midland County\90-Survey\Drawings\366 Gridiron N004WA City Exhibit E Final.dwg



LOCATION AND ZONING MAP

Oil-031173-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,345' FSL and 1,775' FWL, Section 24, Block 40, T-1-S, T.& P. RR. Co. Survey, Midland County ,Texas.

Generally located 1,345 feet north of Briarwood Avenue and 1,775 feet east of Avalon Drive.

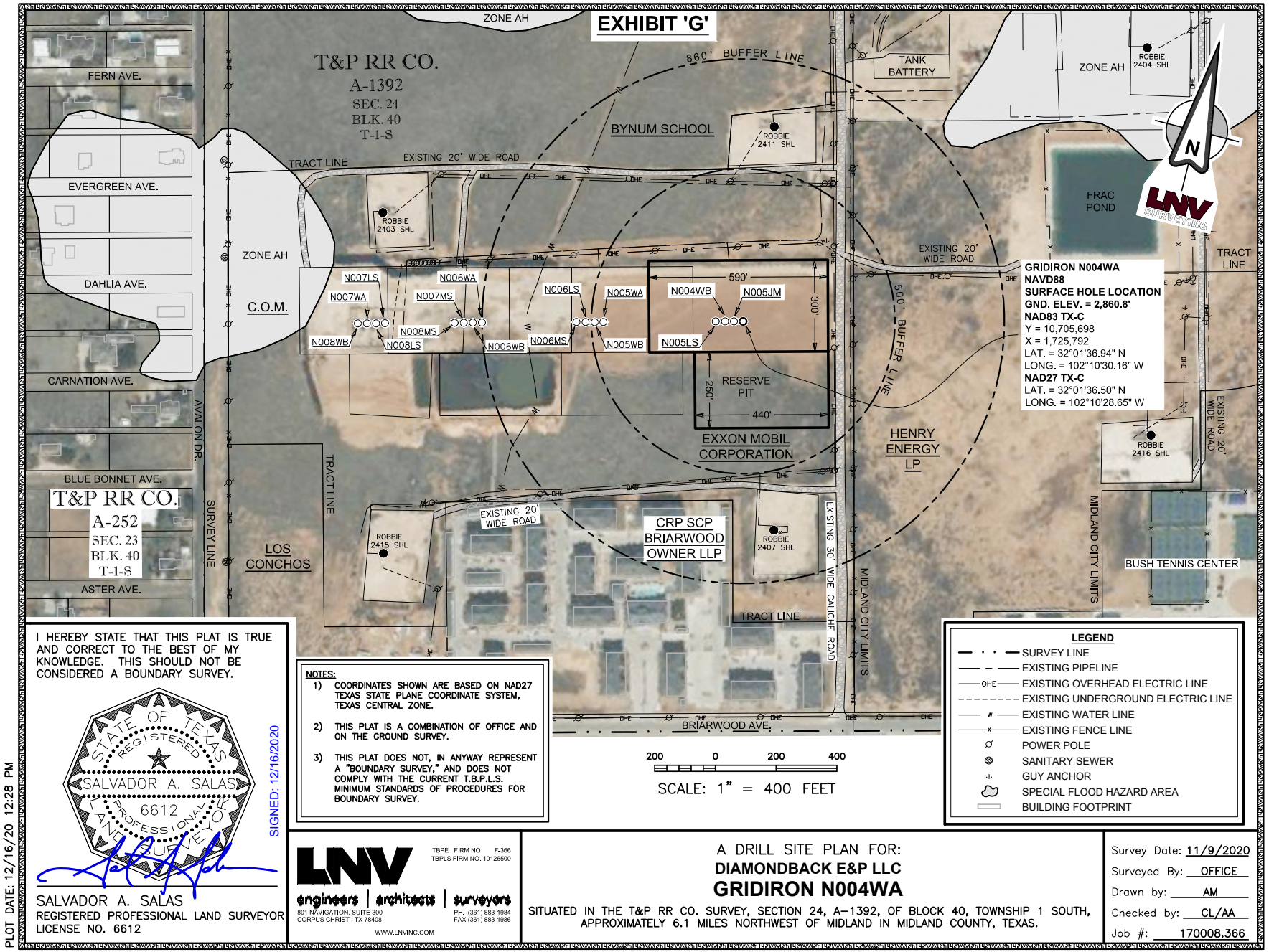
Gridiron N004WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	N1	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	[illegible]	COMMUNITY 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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MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12/1/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. 432-221-7442
PAULA BRUNSON Sr. Staff Regulatory Specialist	500 W. Texas Ave., Ste 1200 Midland, TX 79701	Rep. Fax
Fee: $4,000.00 Rec'd Yes X No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A: Joel Martin, Production Manager

24/7 Answering Services - No. 1 (Tele.): 432-699-9332 No. 2 (Tele.): 432-238-9969

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[NAME OF COMPANY]

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Its Regulatory Advisor

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County of MIDLAND)

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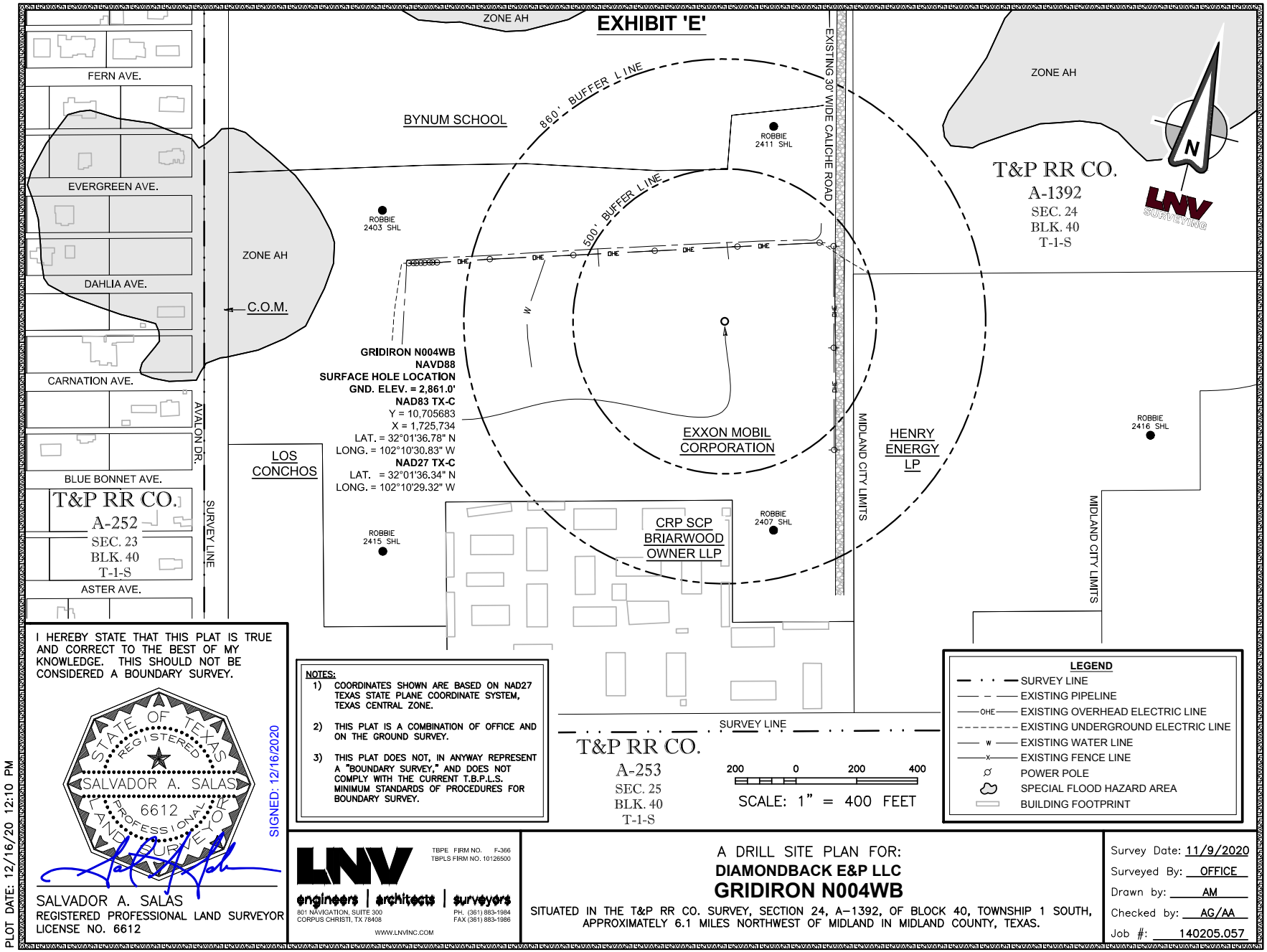
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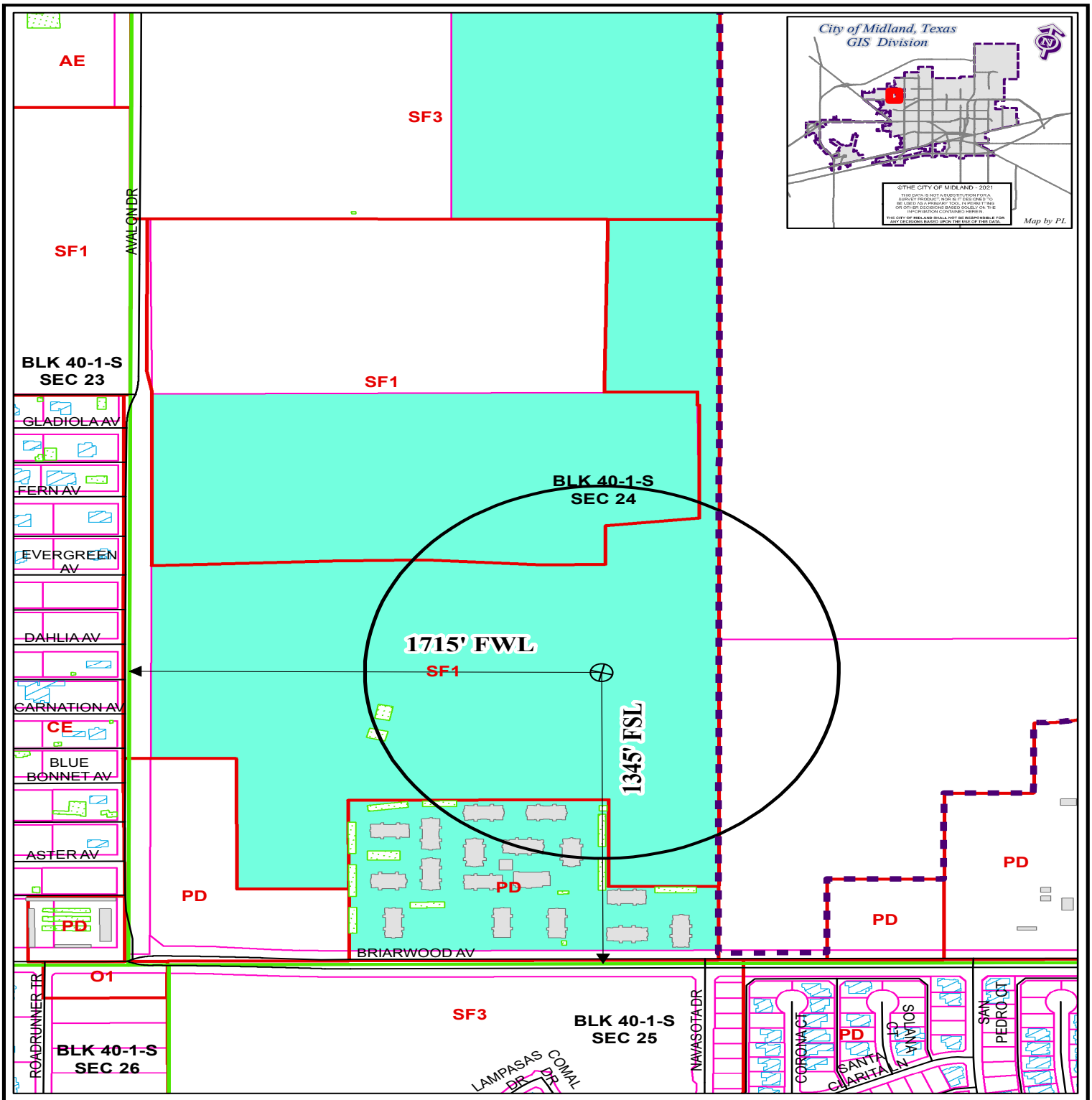
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U:\Diamondback EP\140205 MSA\057 Gridiron N004WB Midland County\Drawings\057 Gridiron N004WB City Exhibit E Final.dwg



LOCATION AND ZONING MAP

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Gridiron N004WB

LEGEND

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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: GRIDIRON N005JM

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W.

Legal Description of Proposed Well Site:

SHL: 1745' FWL & 1345' FSL, T&P RR Co Svy, Blk 40, T-1-S, Sec 24, A-1392

BHL: 2297' FEL & 1150' FSL, T&P RR Co Svy, Blk 40, T-1-S, Sec. 36, A-828

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor is the electricity transmission provider. The actual electricity provider will be a function of the best available rates and reliability of the provider.

Description of water source to be used during Drilling:

Existing water wells location in Section 24, Blk 40, T-1-S, T&P RR Co Svy will be used. Other nearby wells will be used if needed. Trucking will also be used if needed.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

All electric lines will be overhead for the immediate future.

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

See Exhibit O.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicaton are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certification. [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)].

ATTACHED AS EXHIBIT V is Applicant's request for a variance to the hours of fracing operations.

DIAMONDBACK E&P LLC
[NAME OF COMPANY]

By PAULA BRUNSON

Its Regulatory Advisor

State of TEXAS)

County of MIDLAND)

PAULA BRUNSON, Regulatory Advisor, personally appeared before me, and being first duly sworn, declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Notary Public, State of TEXAS

[Seal]

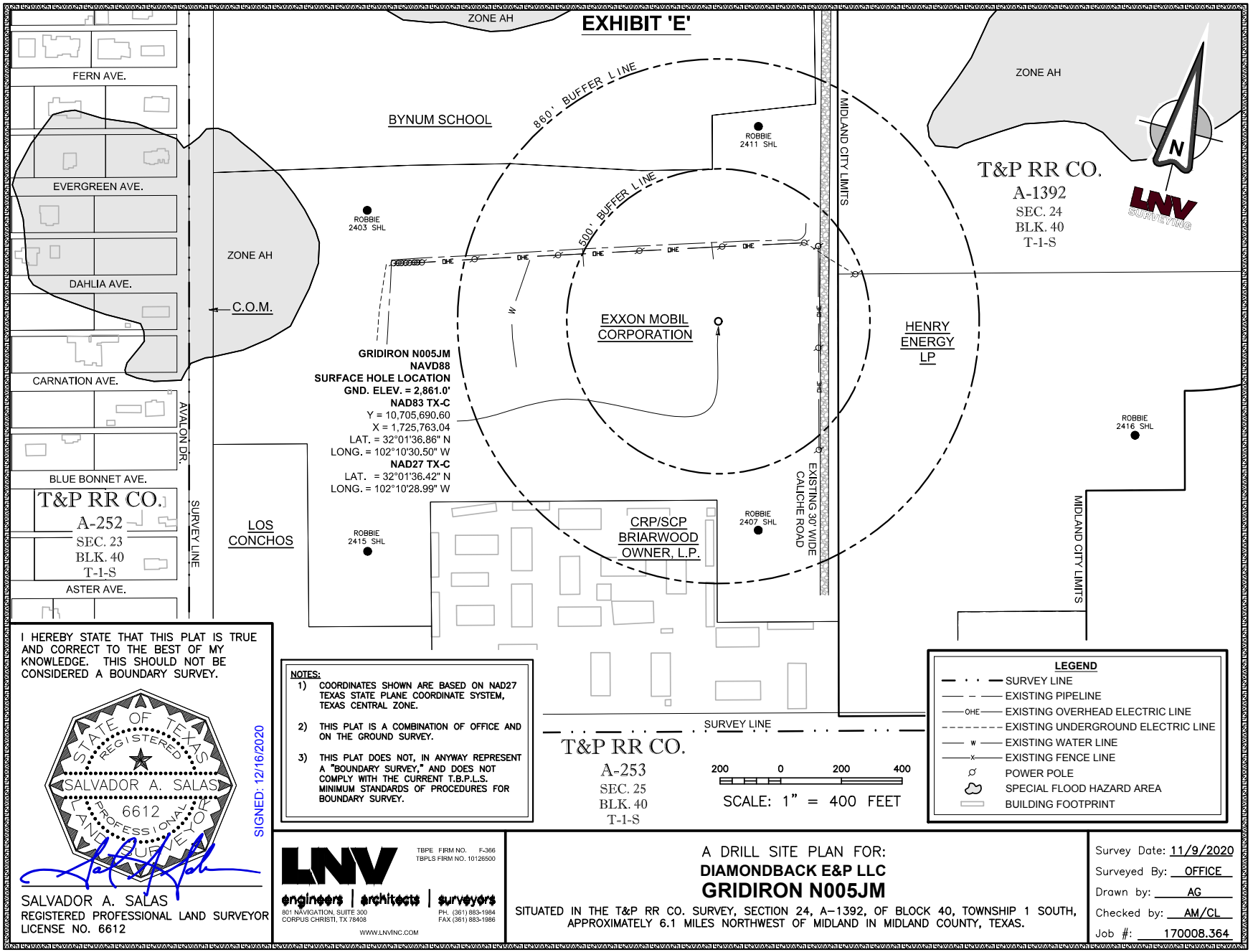
LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

Attachment to
APPLICATION FOR OIL AND GAS PERMIT
Gridiron North Wells

II. Mineral Ownership

Names and Addresses of Mineral Estate Lessors (under applicable lease):

Chris Scharbauer P.O. Box 50118 Amarillo, TX 79159	Chris Scharbauer 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Douglas Scharbauer, LTD. P.O. Box 2111 Midland, TX 79702	Clarence Scharbauer III 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Clarence Scharbauer III 1811 Heritage Blvd., Ste. 200 Midland, TX 79707	Douglas Scharbauer 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Scharbauer Minerals, LP P.O. Box 1471 Midland, TX 79702	



I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
LAND SURVEYOR

SIGNED: 12/16/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

PLOT DATE: 12-16-20 12:16 PM

NOTES:

1) COORDINATES SHOWN ARE BASED ON NAD27 TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.
2) THIS PLAT IS A COMBINATION OF OFFICE AND ON THE GROUND SURVEY.
3) THIS PLAT DOES NOT, IN ANYWAY REPRESENT A "BOUNDARY SURVEY," AND DOES NOT COMPLY WITH THE CURRENT T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEY.

LEGEND

- SURVEY LINE
- EXISTING PIPELINE
- OHE EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- W EXISTING WATER LINE
- EXISTING FENCE LINE
- POWER POLE
- SPECIAL FLOOD HAZARD AREA
- BUILDING FOOTPRINT

LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

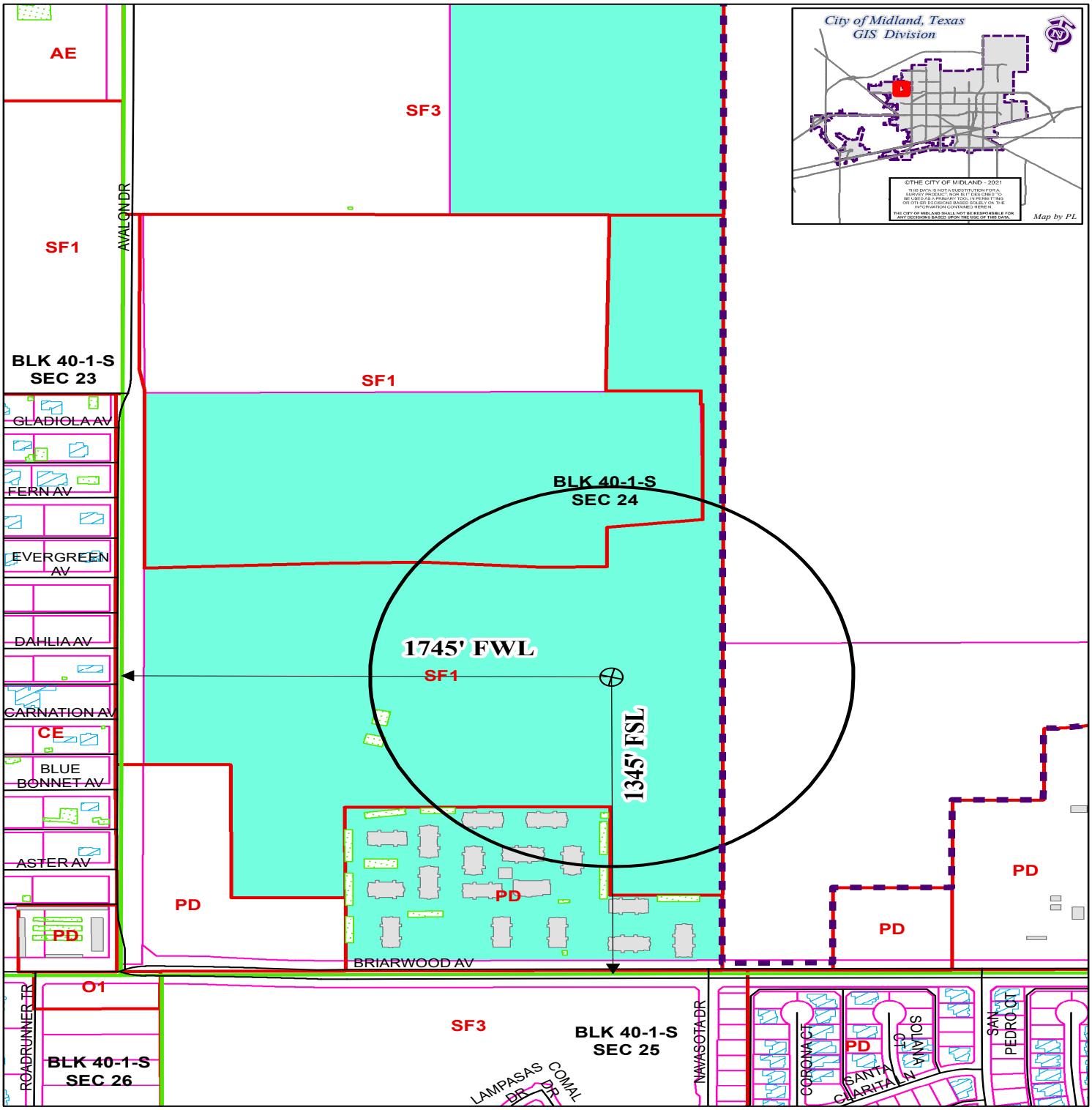
A DRILL SITE PLAN FOR:
DIAMONDBACK E&P LLC
GRIDIRON N005JM

SITUATED IN THE T&P RR CO. SURVEY, SECTION 24, A-1392, OF BLOCK 40, TOWNSHIP 1 SOUTH, APPROXIMATELY 6.1 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 11/9/2020
Surveyed By: OFFICE
Drawn by: AG
Checked by: AM/CL
Job #: 170008.364

U:\Diamondback EP\170008 MSA\364 Gridiron N005MS Midland County\000\90-Survey\Drawings\364 Gridiron N005JM City Exhibit E Final.dwg

PACKET
35.20
March 23, 2021



LOCATION AND ZONING MAP

Oil-031177-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,345' FSL and 1,745' FWL, Section 24, Block 40, T-1-S, T.& P. RR. Co. Survey, Midland County ,Texas.

Generally located 1,345 feet north of Briarwood Avenue and 1,745 feet east of Avalon Drive.

Gridiron N005JM

LEGEND

CITY PARCELS
COUNTY PARCELS
ZONING
PUBLIC BLDGS
PRIVATE BLDGS
ACCESSORY BLDGS
CITY LIMITS
860 FT. BUFFER
SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	N1	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	R1	GENERAL 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

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12/1/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. 432-221-7442
PAULA BRUNSON Sr. Staff Regulatory Specialist	500 W. Texas Ave., Ste 1200 Midland, TX 79701	Rep. Fax
Fee: $4,000.00 Rec'd Yes X No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A: Joel Martin, Production Manager

24/7 Answering Services - No. 1 (Tele.): 432-699-9332 No. 2 (Tele.): 432-238-9969

Option B: Joel Martin 500 W. Texas Ave., Ste 1200
432-238-9969 Midland, TX 79701

Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A):*

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

(Same as above)

Other Permitted Wells in City *(ATTACH EXHIBIT B* [see § J(26)]).

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See attached.
2.
3.

ATTACHED AS EXHIBIT C is a *Take-off from* Grant Yancey, *a Certified Petroleum Landman,* indicating that Diamondback E&P LLC has a legal right to develop the mineral estate that is the subject of this Application. [See J(5)].

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Pasture and residential

ATTACHED AS EXHIBIT D is *a Current Tax Roll from Midland Central Appraisal District* which lists the names and addresses of all surface owners within 860 feet of the surface well location. [See J(7)].

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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: GRIDIRON N005LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W.

Legal Description of Proposed Well Site:

SHL: 1684' FWL & 1345' FSL, T&P RR Co Svy, Blk 40, T-1-S, Sec 24, A-1392

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ATTACHED AS EXHIBIT V is Applicant's request for a variance to the hours of fracing operations.

DIAMONDBACK E&P LLC
[NAME OF COMPANY]

By PAULA BRUNSON

Its Regulatory Advisor

State of TEXAS)

County of MIDLAND)

PAULA BRUNSON, Regulatory Advisor, personally appeared before me, and being first duly sworn, declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Notary Public, State of TEXAS

[Seal]

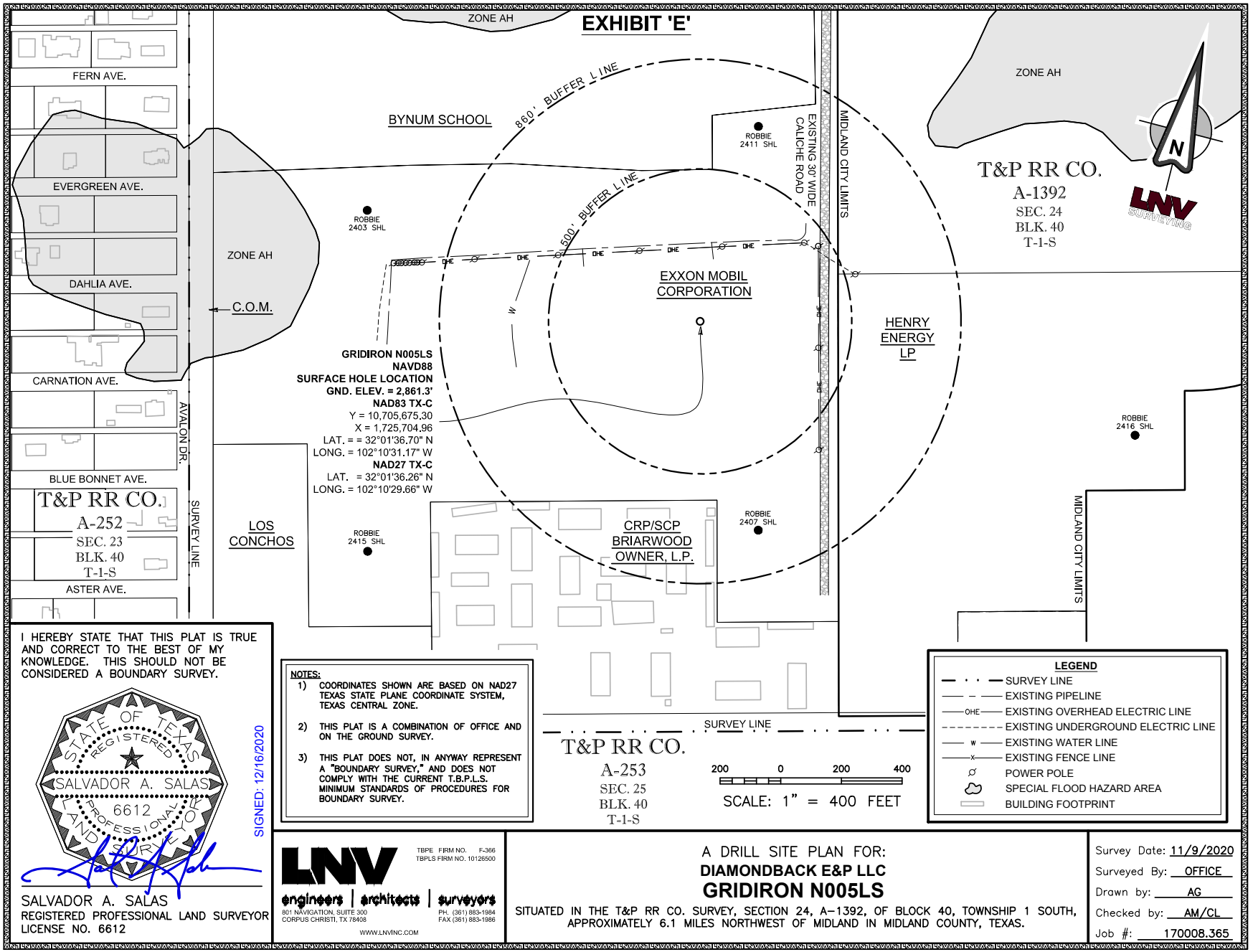
LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

Attachment to
APPLICATION FOR OIL AND GAS PERMIT
Gridiron North Wells

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Douglas Scharbauer, LTD. P.O. Box 2111 Midland, TX 79702	Clarence Scharbauer III 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Clarence Scharbauer III 1811 Heritage Blvd., Ste. 200 Midland, TX 79707	Douglas Scharbauer 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Scharbauer Minerals, LP P.O. Box 1471 Midland, TX 79702	



I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
LAND SURVEYOR

SIGNED: 12/16/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

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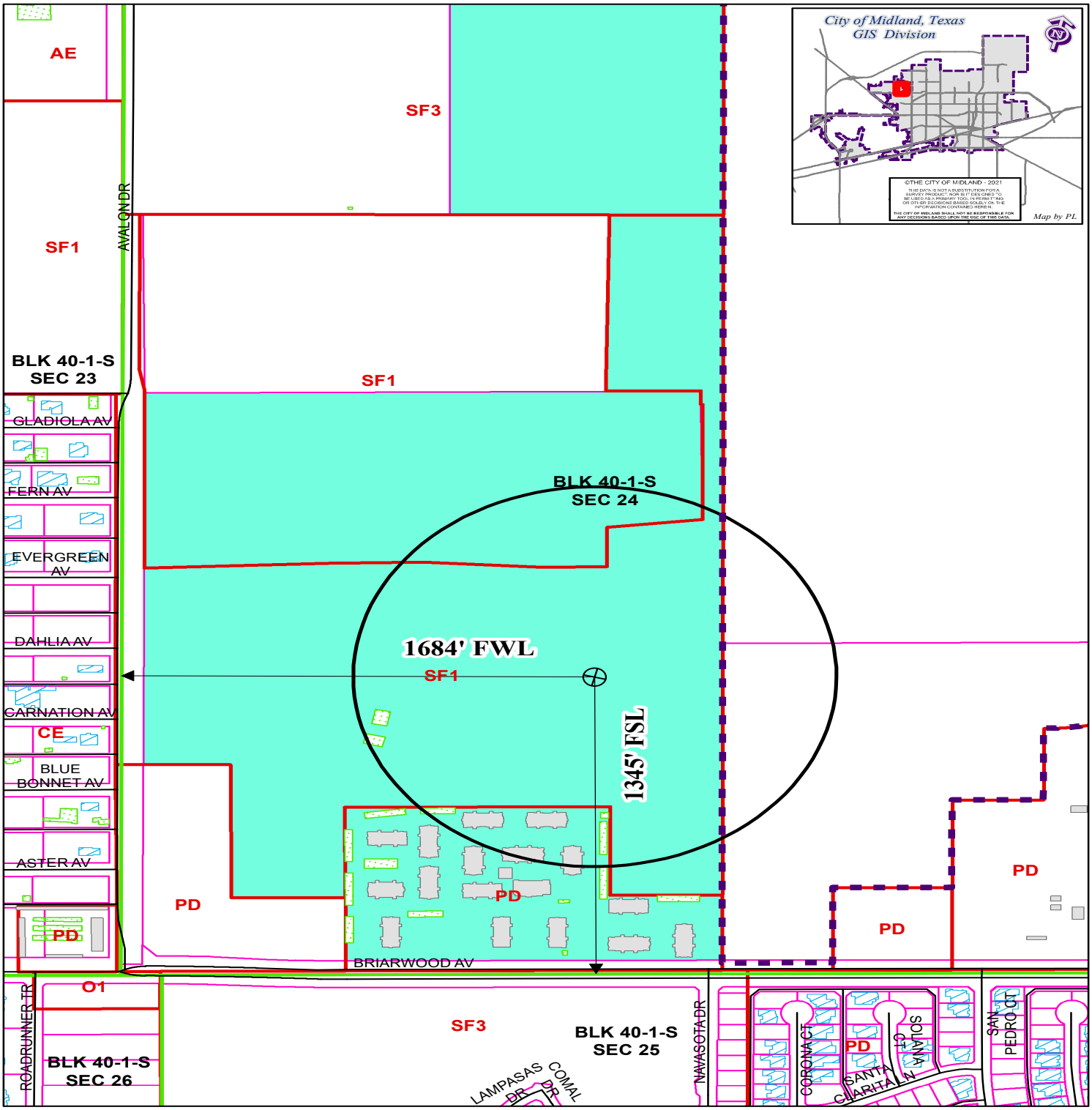
LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

A DRILL SITE PLAN FOR:
DIAMONDBACK E&P LLC
GRIDIRON N005LS
SITUATED IN THE T&P RR CO. SURVEY, SECTION 24, A-1392, OF BLOCK 40, TOWNSHIP 1 SOUTH, APPROXIMATELY 6.1 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 11/9/2020
Surveyed By: OFFICE
Drawn by: AG
Checked by: AM/CL
Job #: 170008.365

PLOT DATE: 12-16-20 12:18 PM

U:\Diamondback EP\170008 MSA\365 Gridiron N005LS Midland County\90-Survey\Drawings\365 Gridiron N005LS City Exhibit E Final.dwg



LOCATION AND ZONING MAP

Oil-031178-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,345' FSL and 1,684' FWL, Section 24, Block 40, T-1-S, T.& P. RR. Co. Survey, Midland County ,Texas.

Generally located 1,345 feet north of Briarwood Avenue and 1,684 feet east of Avalon Drive.

Gridiron N005LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	N1	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	[illegible]	[illegible] RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 36

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,166-SQUARE FOOT PORTION OF LOT 1, BLOCK 27, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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)**

Purpose:

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant at 305 W. Ohio Avenue Midland, Texas 79705.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

CB, Central Business District.

Surrounding Zoning and Land Use:

The property is located at 305 W. Ohio Avenue, in the CB, Central Business District. The properties to the north, east, south, and west are zoned CB, Central Business District, and the location of an office building, parking lots, and a vacant building.

Discussion:

Cora's Bistro is requesting a Specific Use Designation for the property located at 305 W. Ohio Avenue, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned CB, Central Business District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The restaurant is currently in operation. The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 1,166 square feet, with an alcohol serviceable area of 583 square feet.

The restaurant has the following hours of operation:

Monday through Friday from 7:00 a.m. to 2:00 p.m.
Saturday from 8:00 a.m. to 12:00 p.m. (noon)

The applicant is proposing the following hours for all alcoholic beverages service:

Monday through Saturday from 7:00 a.m. to 12:00 a.m. (Midnight)
Sunday from 12:00 p.m. (noon) to 9:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

The SUD for Cora's is acceptable. The property must adhere to the occupant load of 38 persons. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137).

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through E.

Conditions:

A. That the serviceable area of the restaurant shall be limited to approximately 583 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of all alcoholic beverages sales and consumption shall be limited to:

Monday through Saturday from 7:00 a.m. to 12:00 a.m. (Midnight)
Sunday from 12:00 a.m. (noon) to 9:00 p.m.

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

Letters of Objection:

As of March 17, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Site Plan
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,166-SQUARE FOOT PORTION OF LOT 1, BLOCK 27, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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, the City Code, and State law, 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 granting a Specific Use Designation With Term for a 1,166-square foot portion of Lot 1, Block 27, Original Town, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 583 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 7:00 a.m. to 12:00 a.m. (midnight); and
Sunday from 12:00 p.m. (noon) to 9:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

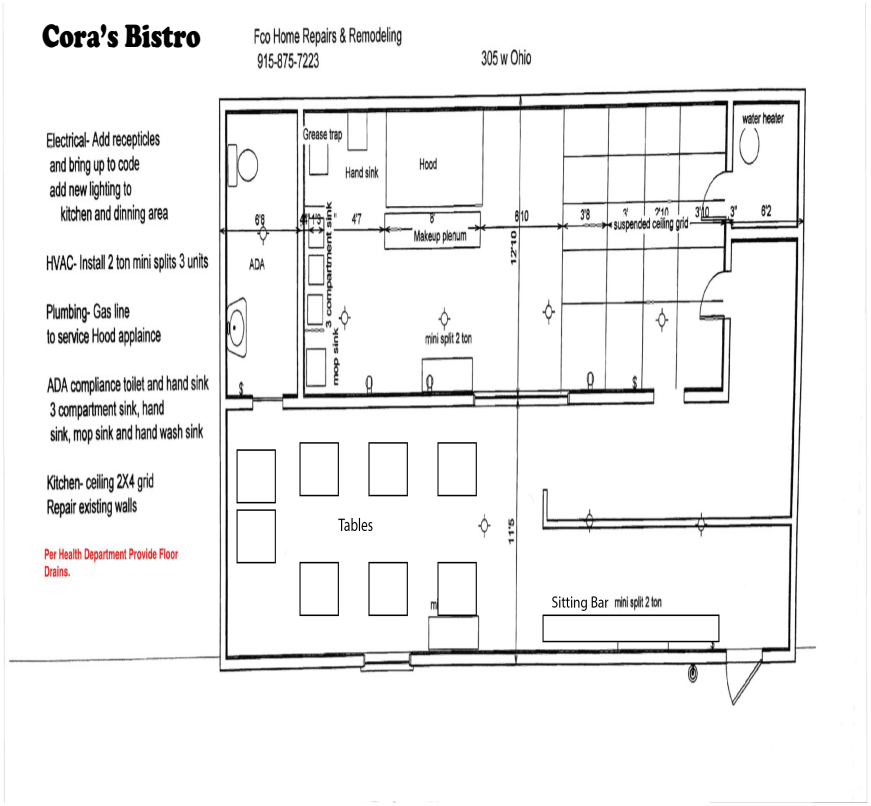
APPROVED ONLY AS TO FORM:

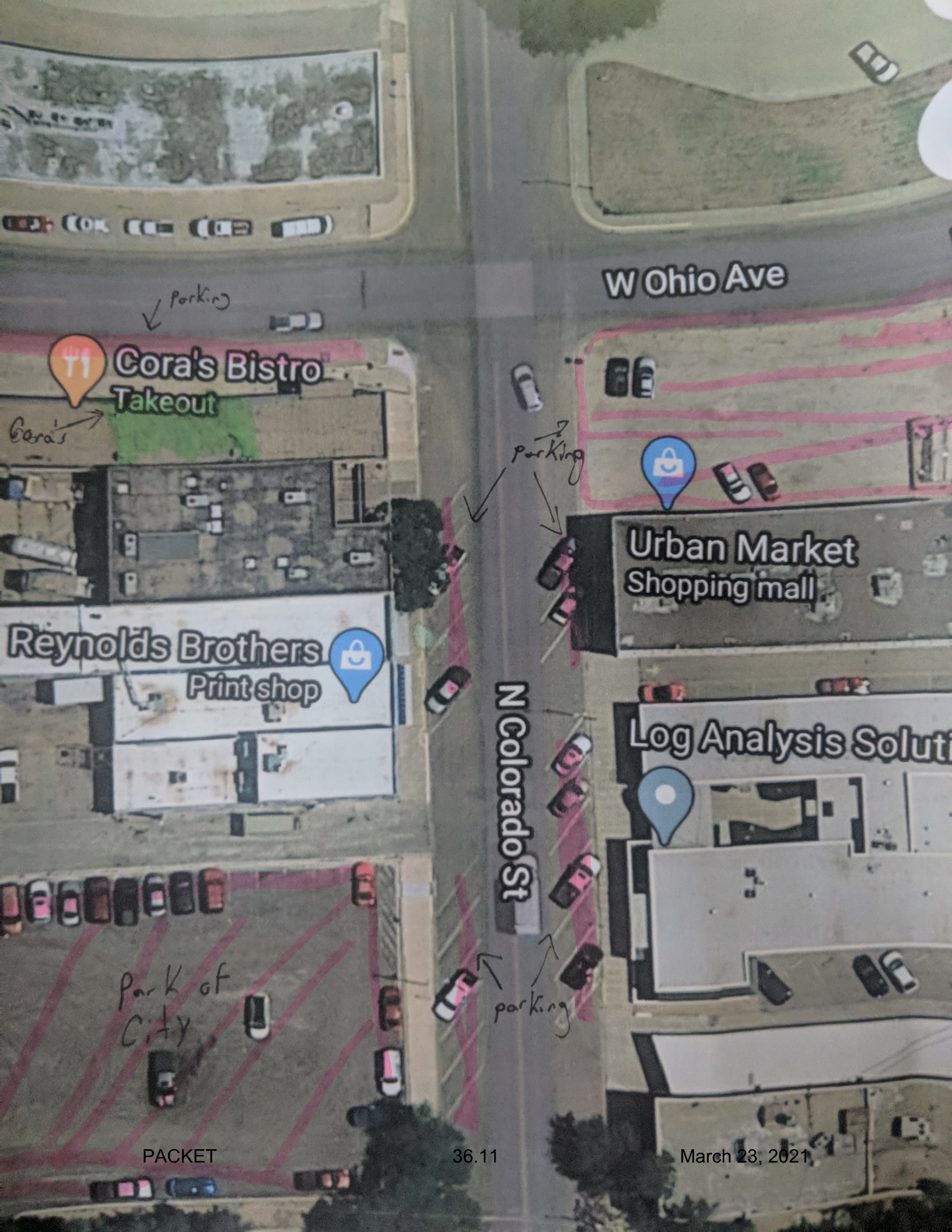
_____
John Ohnemiller, City Attorney

Floor Plan (Exhibit A)

Cora's Bistro

Floor Plan (Exhibit A)




W Ohio Ave
Parking
Cora's Bistro
Takeout
Cora's
Parking
Urban Market
Shopping mall
Reynolds Brothers
Print shop
N Colorado St
Log Analysis Soluti
Park of City
parking

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0094

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Ana M Armendariz		Phone (432) 413-6503 Email Corasbistro@gmail.com	
Address 4915 Belle Grove Ct.	City Midland	State TX	Zip 79705
Property Owner Printed Name: Sonny Aguilar		Phone (432) 352-6386 Email	
Address P.O Box 7747	City Midland	State TX	Zip 79708
Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: ~~305~~ ~~305~~ 305 W. Ohio Ave. Midland, TX. 79705

Business Name: Cora's Bistro

Legal Description
Lot: 1 Block: 27 Subdivision: Original Town

Current Zoning: Commercial

Reason for Request: Beer & Wine

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: M-F: 7am-2pm Sat: 8am-12pm

Proposed Days and Hours of Alcohol Service: M-F: 7am-2pm Evening Th, F, & S 5pm-9pm
Sat: 8am-12 pm.

Total Square Footage of Business: 1166

Square Footage of Alcohol Serviceable Area: 583

Restroom Fixtures: Men Shared < Women	**Toilets/Urinals:** 1	**Bathroom Sinks:** 1
	Toilets: 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

* Applicant (signature): Ana M. Armendariz	Date: 12/30/20
Applicant (printed): Ana M. Armendariz	
Property Owner (signature):	Date: 12/30/20
Property Owner (printed): Sonny Aguilar	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

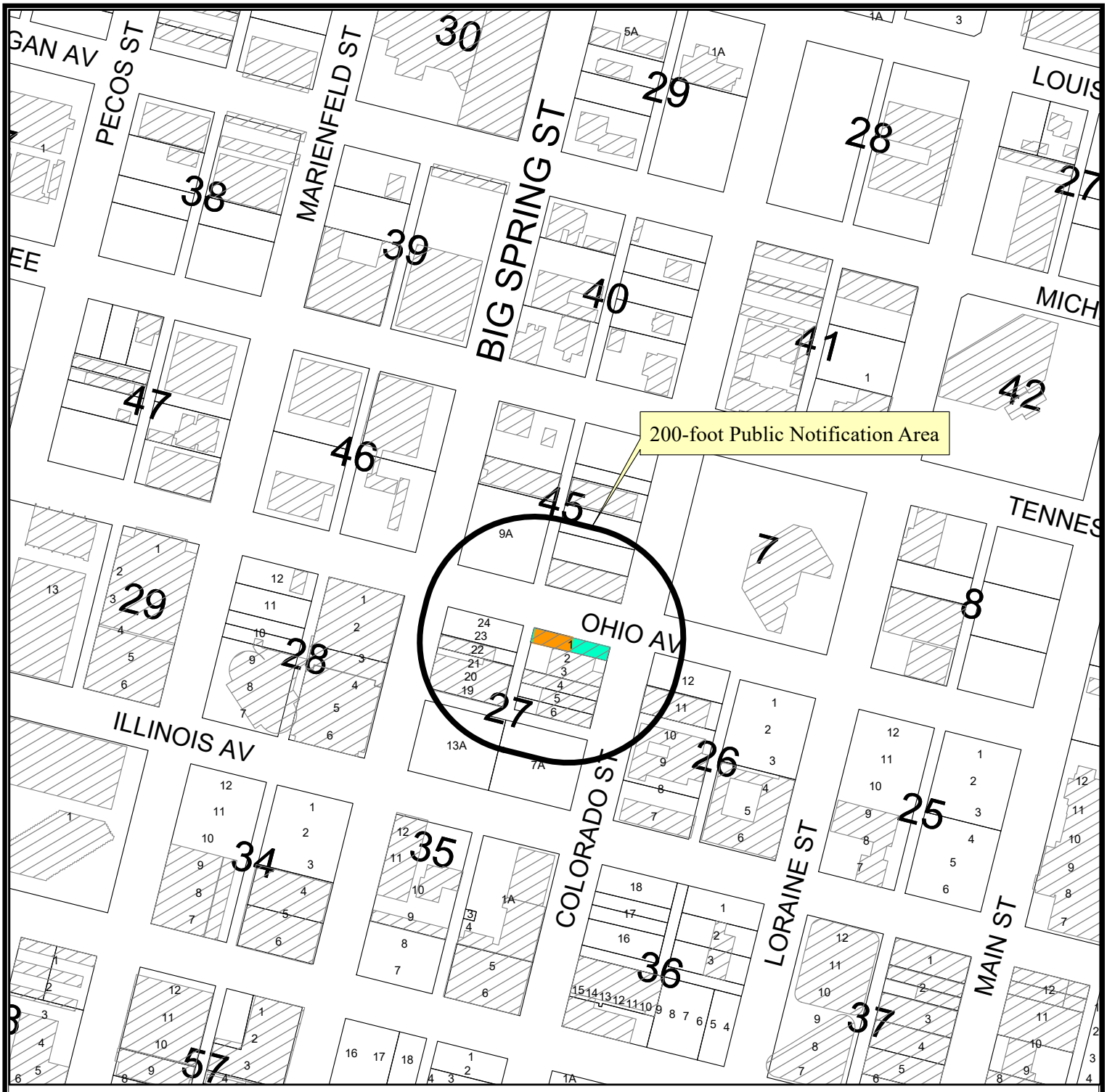
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY		
☑ Property Owner Authorization	☐ Dimensioned Floor Plan	RECEIVED JAN 0 4 2021
☑ Application Fee	☐ Site Plan	
Check # CCA	☐ Plans in Digital Format (PDF/JPEG)	
Received By: Joseph Mamuck	Date: BY:	

Application will not be considered for scheduling until reviewed by a planner.



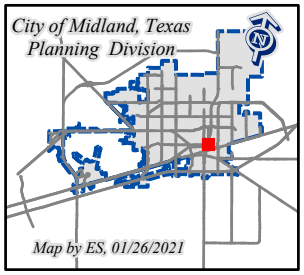
LOCATION MAP

SUD-21-0094 **Scale: 1" = 250'**

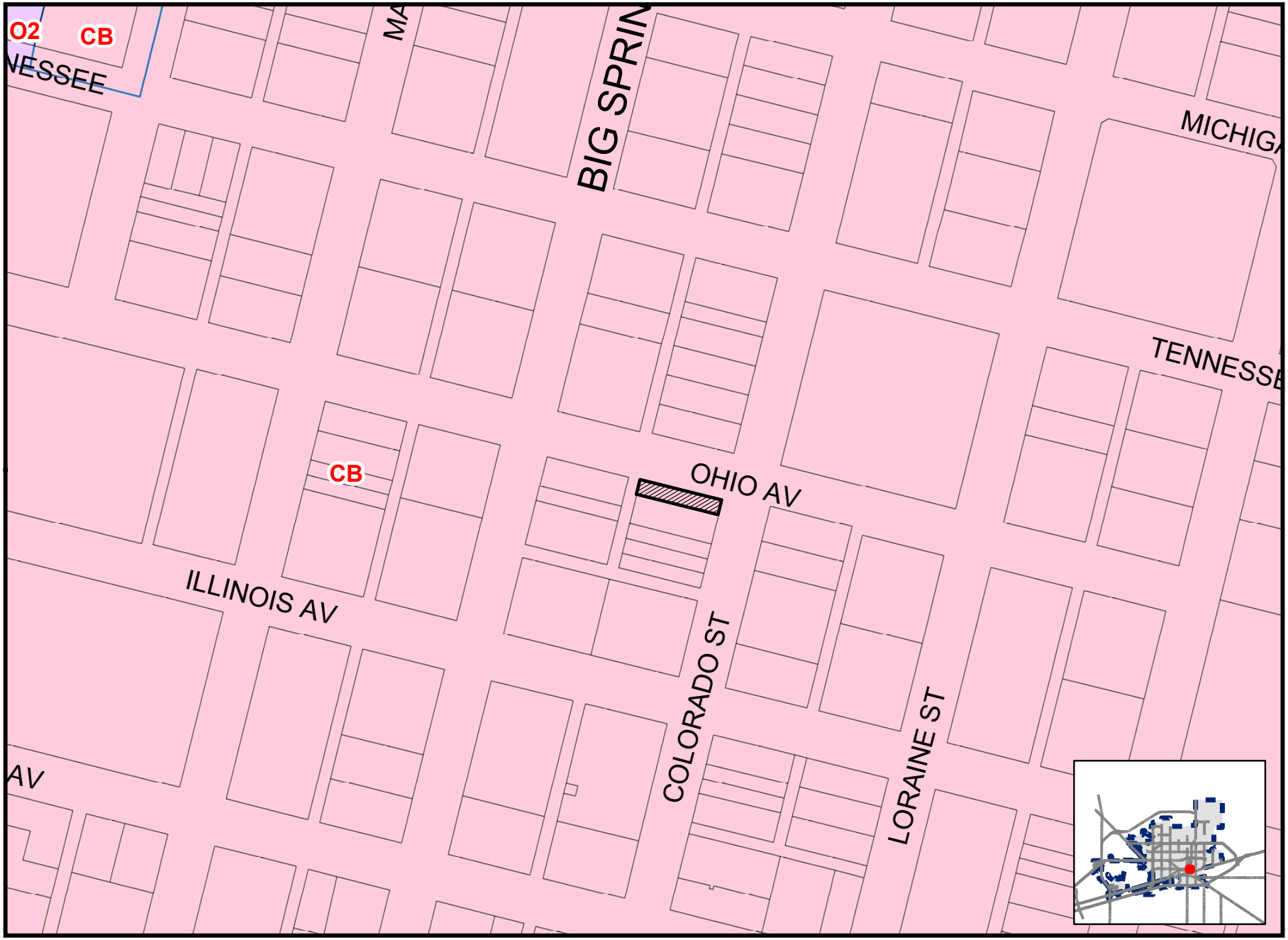
Consider a request by Ana M. Armandariz for a Specific Use Designation with Term for the Sale of all alcoholic beverages, for on premises consumption in a restaurant, on a 1,166 square foot portion of Lot 1, Block 27, Original Town, City and County of Midland, Texas.
Generally located on the southwest corner of the intersection of Ohio Avenue and N. Colorado Street (Council District 2)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



March 23, 2021



Map By ES, 01/26/2021

SUD-21-0094

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.




STOP


OPEN
OPEN


ALLEY
CLOSED
ATM
ALLEY
CLOSED

City Council Meeting

Item Number: 37

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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)**

Purpose:

The applicant, Hannah Streun, is requesting a Specific Use Designation with Term (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a bar for Lost Books, LLC, located at 201 W. Wall Street, Suite 102.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

CB, Central Business District.

Surrounding Zoning and Land Use:

This property is located at 201 W. Wall Street, Suite 102, in the CB, Central Business District. The properties to the north, east, south, and west are also zoned CB, Central Business District, and the locations of Centennial Park, a hotel and office buildings, respectively.

Discussion:

Lost Books is requesting a Specific Use Designation for the property located at 201 W. Wall Street, Suite 102, to be able to sell all alcoholic beverages for on premises consumption, within a bar. The property is zoned CB, Central Business District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The bar is currently under construction. The floor plan attached hereto as “Exhibit A” illustrates that the establishment will have a total square footage of 1,988 square feet, with an alcohol serviceable area of 988 square feet.

The bar is proposing the following hours of operation:

Sunday through Saturday from 8:00 a.m. to 11:00 p.m.

The applicant is requesting the same hours for the sale of alcoholic beverages.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

The SUD for Lost Books is acceptable. The property must adhere to the current maximum occupant load of 65 persons. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137).

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Conditions A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 988 - square feet, as shown in Exhibit A.

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the permitted hours of the sale of alcoholic beverages shall be limited to:

Sunday through Saturday, from 8:00 a.m. to 11:00 p.m.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

E. That the establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That in accordance with Section 9.07.E.3 of the zoning ordinance, the bar shall be in operation with 120 days from the final adoption date of the ordinance.

G. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this permit are satisfied.

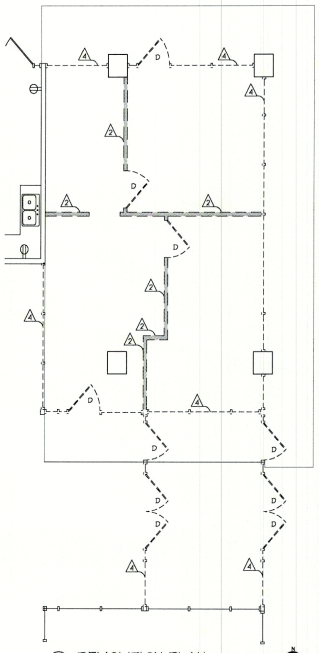
Letters of Objection:

As of March 17, 2021, staff has not received any letters of objections.

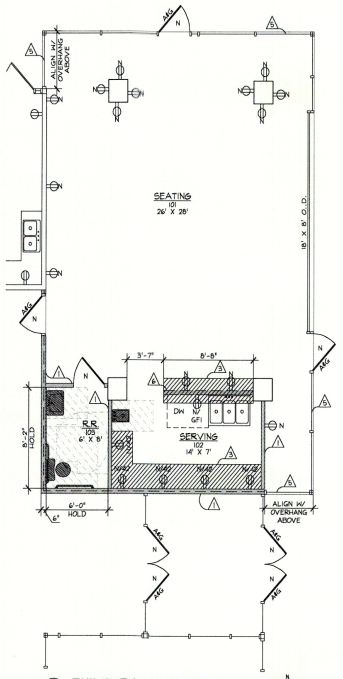
Attachments:

Floor Plan (Exhibit A)
Application
Maps

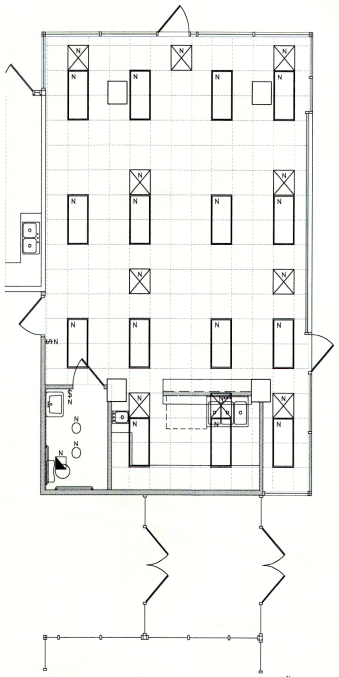
City Manager's Office



A DEMOLITION PLAN
1/8" = 1'-0"



B BUILD-BACK PLAN
1/8" = 1'-0"



C CEILING PLAN
NOTE

KEY REMODEL NOTES
1. INSTALL NEW PARTITION, SHOWN ON PLAN. NEW PARTITIONS SHALL BE DRYWALL CONSTRUCTION PER PARTITION LEGEND. ALIGN W/ EXISTING CONSTRUCTION OR MULLIONS, TO REMAIN.
2. CAREFULLY REMOVE EXISTING PARTITIONS DASHED. PATCH AND REPAIR ADJACENT SURFACES AS REQUIRED TO NEW FINISHES IF SCHEDULED.
3. NEW BUILT-IN CASEWORK. VERIFY STYLE AND SIZE WITH TENANT.
4. REMOVE EXISTING ALUMINUM ¢ GLASS STOREFRONT
5. INSTALL NEW A&G STOREFRONT AND DOOR. NEW STOREFRONT TO MATCH EXISTING.
6. NEW BUILDING STANDARD DRYWALL PARTITION WITH COUNTERTOP @ 36" A.F.F.

CODE REQUIREMENTS
BUILDING
1. CONSTRUCTION TYPE - IA
2. OCCUPANCY CLASSIFICATION - B
3. PLUMBING FIXTURES - EXISTS
4. FIRE SPRINKLERS - YES
5. NUMBER OF STORIES - 13
6. PARKING- EXISTS
7. ZONING - C-1

OFFICE AREA
1. USEABLE AREA - 959 SQ. FT.
2. WORK AREA - 959 SQ. FT. (60 OCCUPANTS)
3. OCCUPANT LOAD - 60

FINISH MATRIX & SCHEDULE
FLOORS:
CT - BUILDING STANDARD - TILE, GROUT AND SEALER ALLOWANCE PER SQ YD

BASE:
RB - 4" COVED RUBBER BASE, ROPPE OR EQUAL ALLOWANCE PER LINEAR FOOT

WALLS: TAPE, BED, TEXTURE ¢ PAINT
P - T. B. T. ¢ P. NEW WALLS. PATCH AND PAINT EXISTING WALLS.
CT - BUILDING STANDARD - TILE, GROUT AND SEALER ALLOWANCE PER SQ YD

CEILINGS:
2' X 2' - 2' X 2' LAY-IN CEILING - ARMSTRONG ULTIMA - TEGULAR.
P - T. B. T. ¢ P. NEW WALLS. PATCH AND PAINT EXISTING WALLS.

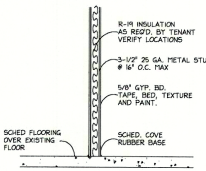
MILLWORK:
BASE CAB ¢ UPPERS. - LAMINATE FRONTS, WILSONART OR EQUAL
TOP ¢ EDGES - PLASTIC LAMINATE, WILSONART OR EQUAL

PAINT ¢ TEXTURE MATERIAL SCHEDULE
ALL ITEMS - (1) OVER MEDIUM DRAG TEXTURE
(2) RE: FINISH NOTES #4 FOR FINISH COATS.
(3) SATIN WALLS, SEMIGLOSS TRIM ¢ CABS

FINISH NOTES
1. ALL COLOR SELECTIONS TO BE SUBMITTED FOR VERIFICATION WITH THETENANT/DESIGNER.
2. SUBMIT TRANSITION STRIPS FOR DISSIMILAR FLOOR SURFACES FOR APPROVAL BY TENANT.
3. SUBMIT ALL ADHESIVES DATA FOR APPROVAL BY BUILDING REPS.
4. PAINT AT NEW WALLS, (1) COAT PRIMER, (1) COAT FINISH. PAINT AT EXISTING WALLS, (1) COAT FINISH, (2) OR MORE IF NEEDED TO COVER PERVIOUS COLOR(S).
5. FOR ANY AND ALL FINISHES AND MATERIALS REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES. THESE SUPERCEDES ANY AND ALL SPECS THAT ARE LISTED OR REFERRED TO IN THIS SET OF CONSTRUCTION DOCUMENTS.

DEMOLITION NOTES
1. WHERE DEMOLITION OCCURS, REMOVE AND CAP ALL UTILITIES TO SOURCE.
2. REMOVE EXISTING FLOORING AND BASE AS NOTED AND / OR THROUGHOUT. PATCH SLAB / PREPARE FLOOR TO RECEIVE NEW SCHEDULED FINISHES.
3. IF KEYED, REMOVE BUILT-IN CABINETRY, SHELVING OR PLUMBING FIXTURES WHERE INDICATED. SAVE FOR RELOCATION. CAP ANY PLUMBING INSIDE PARTITIONS AND BELOW FLOOR SLAB. PROVIDE FIRE TREATED WOOD BLOCKING IN WALL FOR NEW INSTALLATION, IF APPLICABLE.
4. REMOVE DOORS, FRAMES AND INTERIOR WINDOWS WHERE INDICATED. SAVE FOR RELOCATION OR REUSE.
5. REMOVE ALL ABANDONED CABLES, WIRES AND PIPES IN THE CEILING PLENUM TO THEIR SOURCE WITH IN THE TENANT SPACE. REMOVE ALL ABANDONED TELEPHONE EQUIPMENT.
6. REMOVE SUPPLEMENTAL H.V.A.C. UNITS AND RELATED EQUIPMENT NOT INTENDED FOR REUSE.
7. REMOVE PARTITIONS WHERE INDICATED. REMOVE OUTLETS AND SWITCHES IN THESE PARTITIONS, DISCONNECT OR RELOCATE IN MAIN PANEL. AT DATA OUTLETS, REMOVE ASSOCIATED CABLING BACK TO SOURCE.
8. INCORPORATE ANY EXISTING WALL OUTLETS AND LIGHT SWITCHES INTO THE SCOPE OF WORK INDICATED. ANY EXISTING DUPLEX OUTLETS IN PARTITIONS SHALL REMAIN.
9. REMOVE ANY EXISTING FLOOR OUTLETS, POWER POLES AND WIREMOLD UNLESS OTHERWISE INDICATED. SAVE FOR RELOCATION.
10. REMOVE ANY SPEAKERS AND CONTROL DEVICES UNLESS OTHERWISE INDICATED. OFFER TO LANDLORD FOR REUSE.
11. REMOVE ANY VISUAL AID FIXTURES AND CONTROL DEVICES UNLESS OTHERWISE INDICATED. OFFER TO LANDLORD FOR REUSE.
12. PATCH AND REPAIR FLOOR, WALL AND CEILING SURFACES TO RECEIVE NEW SCHEDULED FINISHES. RETURN SURFACES TO REQUIRED FIRE SEPARATION RATINGS.
13. PATCH ALL DEMOLITION SCARS.

GENERAL CONSTRUCTION NOTES
1. FOR ANY AND ALL FINISHES AND MATERIALS REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES. THESE SUPERCEDE ANY AND ALL SPECS THAT ARE LISTED OR REFERRED TO IN THIS SET OF CONSTRUCTION DOCUMENTS.
2. ALL PLAN DIMENSIONS ARE NOMINAL TO DRYWALL. FOR EXACT DIMENSIONS, SEE WALL SECTIONS AND DETAILS.
3. VERIFY LOCATIONS OF EXISTING UTILITIES AND CONSTRUCTION CONDITIONS WITH FIELD MEASUREMENTS.
4. DIMENSIONS SHOWN SHOULD BE FIELD VERIFIED AND SPECIAL CARE SHOULD BE TAKEN TO MATCH FINISH ELEMENTS OF THE NEW PARTITIONS WITH EXISTING FINISH ELEMENTS OF COLUMNS, PARTITIONS AND STRUCTURAL COMPONENTS WHERE APPLICABLE.
5. CARE SHALL BE TAKEN AT ALL TIMES DURING CONSTRUCTION TO PROTECT THE PROPERTY OF THE OWNER.
6. FIELD VERIFY CONDITIONS THAT MAY CONFLICT WITH CONSTRUCTION INCLUDING ELECTRICAL, MECHANICAL, PLUMBING, ETC., ESPECIALLY AT AREAS WHERE PARTITIONS ARE BRACED UP TO STRUCTURE.
7. ALL WORK SHALL COMPLY WITH THE CURRENT VERSION OF ALL APPLICABLE LAWS, CODES, REGULATIONS, OR ORDINANCES OF FEDERAL, STATE ¢ LOCAL AUTHORITIES, INCLUDING THE AMERICANS WITH DISABILITIES ACT (ADA).
8. GENERALLY ON SURFACES REQUIRING NEW FINISHES, SUCH AS PAINTS, CEILINGS, FLOORINGS ¢ BASE; FILL, PATCH ¢ SAND EXISTING SURFACES AS REQUIRED PRIOR TO RECEIVING NEW FINISHES. REMOVE EXISTING FLOORING PRIOR TO INSTALLATION OF NEW FLOORING, UNLESS OTHERWISE NOTED. REFER TO SCHEDULED FINISHES FOR THE AREAS RECEIVING NEW FINISHES.
9. PAINT ALL EXPOSED WALLS. REFER TO ROOM FINISH SCHEDULE FOR COLOR.
10. ALL EXISTING WALL COVERINGS TO BE REMOVED. FLOAT, PATCH, SAND AND PREP, TEXTURE TO MATCH ADJACENT WALLS CORNER TO CORNER, TO RECEIVE NEW PAINT.
11. ALL REMODELED AREAS SHALL BE LEFT IN LIKE NEW CONDITION. THIS INCLUDES ALL ALTERED AREAS, WHETHER COVERED BY A SPECIFIC NOTE OR NOT. IF THERE IS NO SPECIFIC NOTE TO COVER SUCH CONDITION, FINISHES SHALL MATCH ADJACENT EXISTING OR NEW MATERIALS, WHICHEVER IS APPLICABLE. PATCH AND REPAIR SHEETROCK AS NEEDED.
12. AS REQUIRED TO COMPLY WITH CODE, RELOCATE EXISTING SPRINKLER HEADS, FIRE STROBES, AND SMOKE DETECTORS AS REQUIRED.
13. ADD NEW SPRINKLER HEADS, FIRE STROBES, AND SMOKE DETECTORS AS REQUIRED TO COMPLY WITH LOCAL BUILDING CODES.
14. REMOVE ALL UNUSED WALL RECEPTACLE BOXES. PATCH WALLS, TAPE, BED, TEXTURE AND PAINT.
15. ALL INDIVIDUAL ROOM SIGNS, NAME/NUMBER, PLATES TO BE REMOVED. WALL TO BE PATCHED, FLOATED, TEXTURED AND PREPARED TO RECEIVE NEW PAINT.
16. ALL EXISTING MINI-BLINDS MUST BE PULLED UP AND PROTECTED DURING THE ENTIRE CONSTRUCTION PROJECT. REPAIR OR REPLACE BLINDS AS NEEDED.
17. REMOVE ALL PLENUM RATED CABLE ABOVE THE CEILING.
18. G.C. TO REMOVE EXISTING LIGHT FIXTURES. REFER SPEC BOOK FOR NEW FIXTURE TYPE AND MODEL.
19. RACO TRIT TO MATCH THROUGHOUT SPACE. ALIGNED AND LEVELED, WETHER AFFECTED BY THIS REMODEL OR PREVIOUS WORK. RUN FACTORY FULL LENGTHS OF TRIM, DO NOT PIECE TOGETHER. REPLACE ANY "PIECED RUNS" WITH FULL LENGTH TRIM. MUST BE APPROVED BY BUILDING REP PRIOR TO COMPLETION.
20. WHETHER AFFECTED BY THIS REMODEL OR PREVIOUS ALTERATIONS, ALL AREA MUST BE CLEANED AND LEFT IN LIKE NEW CONDITION FOR BUILDING REP APPROVAL.
21. ADD DEMISING SEPARATION BETWEEN LEASE SPACES, ABOVE WALL IN CEILING SPACE, IF REQUESTED BY TENANT.



1 TYPICAL WALL SECTION
AT INTERIOR WALL
1/2" = 1'-0"

MECHANICAL NOTES
1. COORDINATE EXACT LOCATIONS OF CEILING DIFFUSERS AND GRILLES WITH ELECTRICAL/REFLECTED CEILING PLAN.
2. COORDINATE EXACT ROUTING OF DUCTWORK ABOVE CEILING WITH STRUCTURAL FRAMING MEMBERS. VERIFY SIZES AND LOCATION OF SAID FRAMING MEMBERS.
3. DUCT SYSTEM SHALL BE PROPERLY SEALED, HUNG, SUPPORTED, STIFFENED, ETC.
4. PROVIDE FIREDAMPERS NEW OR EXISTING AT MECHANICAL PENETRATIONS OF NEW FIREWALLS AS REQUIRED BY CODE. FIELD VERIFY PRIOR TO BID.
5. VERIFY EXACT SIZE AND LOCATIONS OF EXISTING TRUNK LINES AND FLEX. MAINTAIN AND EXTEND EXISTING DUCTS AS REQUIRED FOR PROPER SERVICE IN NEW CONFIGURATION.
6. BALANCE HVAC SYSTEM WITHIN THE SPACE AS REQUIRED FOR PROPER SERVICE.
7. ALL THERMOSTATS TO BE MOUNTED @ 70" A.F.F. IN THE OPEN OFFICE AREA.
8. ENGINEER / REWORK HVAC AS REQUIRED TO COMPLY WITH NFPA 90A.
9. FURNISH AND INSTALL T-STATS, DIFFUSERS, SUPPLY AND RETURN AIR GRILLES, ETC., AS REQUIRED.
10. FURNISH AND INSTALL HVAC SYSTEM AS REQUIRED TO COMPLY WITH CURREIT CODE.
11. REBALANCE ENTIRE SUITE UPON COMPLETION OF CONSTRUCTION. PROVIDE TEST AND BALANCE REPORT TO LANDLORD / TENANT.
12. ALL HVAC TO BE BUILDING STANDARD.
13. CLEAN ALL EXISTING AND RELOCATED HVAC SUPPLY AND RETURN AIR GRILLS AS REQUIRED.

ELECTRICAL LEGEND
- NEW 2' X 4' LED LIGHT FIXTURE TO BE PLACED IN EXISTING FIXTURE LOCATION.
- NEW BUILDING STANDARD 2'X2' H.V.A.C. SUPPLY AIR GRILLE
- EXIST. 2'X2' H.V.A.C. RETURN AIR GRILLE TO REMAIN.
- NEW EXIT LIGHT.
- EXIST. SPRINKLER HEAD TO REMAIN
- NEW LED CAN LIGHT FIXTURE.
- NEW DUPLEX OUTLET.
- NEW QUAD OUTLET.
- NEW TELEPHONE/DATA OUTLET
- EXIST. SWITCH LOCATION TO REMAIN. REPLACE WITH NEW OCCUPANCY SENSOR SWITCH
- NEW OCCUPANCY SENSOR SWITCH
- EXIST. THERMOSTAT LOCATION TO REMAIN. REPLACE WITH NEW BUILDING STANDARD THERMOSTAT.

PLUMBING LEGEND
- NEW FREE STANDING 3 BASIN SINK
- NEW WALL MOUNT HAND SINK
- NEW WALL MOUNT HAND SINK
- NEW HANDICAP WATER CLOSET.
- NEW H.C GRAB BARS. RE: ADA PLANS FOR INSTALLATION STANDARDS. PROVIDE BLOCKING IN WALLS FOR MOUNTING.

1. VERIFY ALL FIXTURE SELECTIONS WITH THE OWNER ¢ TENANT.
2. REFER TO TRANSWESTERN 6TH FLOOR CONSTRUCTION FINISHES AND SPEC SHEETS BOOKLET FOR ALL FIXTURE SELECTIONS.

PARTITION LEGEND
- EXISTING PARTITION TO REMAIN
- EXISTING PARTITION TO BE REMOVED
- EXISTING ALUMINUM ¢ GLASS STOREFRONT TO BE REMOVED
- NEW BLD'G. STANDARD DRYWALL PARTITION TO CEILING HEIGHT.
- NEW BLD'G. STANDARD DRYWALL PARTITION TO DECK

DOOR SCHEDULE
- EXISTING DOOR, FRAME ¢ HARDWARE TO BE REMOVED.
- EXISTING BUILDING STANDARD FIRE DOOR, FRAME AND HARDWARE TO REMAIN.
- N — 1, RIGHT HANDED, NEW OR RELOCATED DOOR, FRAME AND HARDWARE.
- A&G N — 2, RIGHT HANDED, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.
- A&G N — 1, LEFT HANDED, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.
- A&G N N A&G — 2, PAIR, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.

HARDWARE NOTES:
1. SUPPLY TEMPORARY REMOVABLE CYLINDER CORES AND REQUIRED CONSTRUCTION KEYS. PERMANENT KEY SYSTEM SHALL BE BASED ON THE OWNER'S EXISTING GRAND MASTER AND MASTER KEYING SHALL BE FURNISHED AND INSTALLED BY THE G.C. AT LEASE SPACE ENTRY DOOR(S).

SCHEDULE NOTES:
DOORS:
INTERIOR -
★ - 1 3/4" x 3'-0" x 7'-0" 1 HR. (20 MIN.) FIRE DOOR STAIN GRADE ASH.

FRAMES:
INTERIOR - PREHUNG, FIRE RATED, TYPE "H" WOOD, PAINTS.

ELECTRICAL NOTES
1. ALL ELECTRICAL TO BE INSTALLED IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL GOVERNING CODES.
2. VERIFY ELECTRICAL SERVICE POINTS AND LOCATIONS PRIOR TO CONSTRUCTION. COORDINATE WORK WITH OWNER PRIOR TO DISCONNECT OF SERVICE.
3. COORDINATE LOCATION OF CEILING SUPPLY GRILLES WITH LIGHT FIXTURE LOCATIONS.
4. ALL ELECTRICAL EQUIPMENT MUST BE UL APPROVED.
5. ALL ELECTRICAL SERVICE REQUIREMENTS REQUIRED FOR NEW CONFIGURATION ARE EXISTING. VERIFY EXACT LOCATIONS AND AVAILABILITY OF AN ADEQUATE NUMBER OF SPARES AT EXISTING ELECTRICAL PANELS PRIOR TO BID.
6. CONTRACTOR SHALL PROVIDE 2X4 BOXES W/ 3/4" CONDUIT ¢ PULL-STRINGS @ NEW DROPS. ALL DATA CIRCUITING CABLES SHALL BE FURNISHED AND INSTALLED BY THE TENANT'S LOW VOLTAGE VOICE/DATA CABLE INSTALLER.
7. REMOVE ALL UNUSED I.T. OUTLETS AND PATCH WALLS. TENANT TO VERIFY OUTLETS TO REMOVE. VERIFY EXACT LOCATIONS OF ALL ELECTRICAL DEVICES, WITH THE TENANT.
8. CONTRACTOR SHALL COORDINATE THE INSTALLATION OR THE REARRANGEMENT OF THE ELECTRICAL SERVICES WITH THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION AND/OR RELOCATION OF ANY AND ALL ENCLOSURES, RACEWAYS, GROUND RODS, OR ANY SERVICE CONDUCTOR. IN ADDITION, ANY WORK INVOLVING THE REPLACEMENT, RELOCATION OR REMOVAL OF ANY EXISTING SERVICE EQUIPMENT ABANDONED AS A RESULT OF THIS CONSTRUCTION PROJECT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. ALL SUCH WORK SHALL BE INCLUDED IN THE BID PRICE AND NO EXTRA CHARGES WILL BE ALLOWED.
9. ALL POWER CONDUCTORS SHALL BE COPPER, TYPE THHN. ANY CONDUCTOR SMALLER THAN #8 SHALL BE SOLID. ALL CONDUCTORS #8 AND LARGER SHALL BE STRANDED. ALL U.G. CONDUCTORS SHALL BE THHN.
10. UNLESS OTHERWISE NOTED OR LARGER SIZE REQUIRED BY CODE, CONTRACTOR SHALL INSTALL A #12 AWG GROUNDING CONDUCTOR IN EACH RACEWAY. THIS CONDUCTOR SHALL BE BONDED TO ANY BOX OR ENCLOSURE THROUGH WHICH IT PASSES OR TERMINATES UNLESS SPECIFICALLY NOTED OTHERWISE. THIS CONDUCTOR SHALL EITHER HAVE GREEN JACKET OR BE CODED AT ALL ACCESSIBLE POINTS WITH GREEN TAPE
11. ALL TERMINAL DEVICES SHALL BE SPECIFICALLY RATED FOR THE TYPE OF CONDUCTORS USED IN THAT TERMINAL. E.G., ALCU. RATED TERMINALS FOR COPPER CONDUCTORS, STRANDED WIRE COMPATIBLE TERMINALS FOR USE WITH STRANDED CONDUCTORS, SOLID WIRE COMPATIBLE TERMINALS FOR USE WITH SOLID CONDUCTORS. IN ADDITION, ALL TERMINALS OF ALL DEVICES SHALL BE RATED FOR OPERATOR AT 75 DEG. C.
12. THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING THE SITE TO IDENTIFY AND MAKE ALLOWANCES IN THE BID FOR ANY OBSTRUCTION OR ADDITIONAL PANELS REQUIRED DUE TO LOADING.
13. CONTRACTOR SHALL INSTALL AN APPROVED BUSHING WHERE ANY RACEWAY ENTERS ANY BOX OR ENCLOSURE UNLESS THE CONDUIT TERMINATION IS U.L. APPROVED FOR USE WITHOUT A BUSHING. THE CONTRACTOR SHALL BE REQUIRED TO SUPPLY PROOF FROM THE FITTING MANUFACTURER THAT THE FITTINGS IN QUESTION CARRY U.L. APPROVAL.
14. WHERE CONFLICT OCCURS IN THE PLANS OR SPECIFICATIONS WITH ANY LOCAL CODES, THE MORE STRINGENT REQUIREMENTS WILL APPLY.
15. ALL CONDUIT AND WIRE SHALL BE ARRANGED TO LIMIT VOLTAGE DROP 3% ON ANY CIRCUIT.
16. ALL DEDICATED ELECTRICAL OUTLET LOCATIONS TO BE 120V, 20 AMP, ISOLATED GROUND CIRCUIT WITH NEMA 5-20 R RECEPTACLE AND DISTINCTIVELY COLORED FACE PLATE.
17. INCLUDE 3/4" HOLE WITH GROMMET IN THE TOP PLATE AT EACH RING AND STRING INSTALLATION.
18. LESSOR MUST NOTIFY TENANT IN ADVANCE OF THE DESIRED START DATE FOR COMPUTER CABLING TO BE INSTALLED BY TENANT'S CONTRACTOR.
19. LESSOR SHALL REMOVE ALL OLD/EXISTING COMPUTER CABLES FROM THE PROPOSED SITE IF THEY EXIST.
20. GENERAL CONTRACTOR TO VERIFY ELECTRICAL CAPACITY ON FLOOR. UPGRADE AS REQUIRED FOR WORK SHOWN.
21. RECIRCUIT ALL ELECTRICAL AS REQUIRED / SHOWN TO COMPLY WITH NATIONAL ELECTRIC CODE (N. E. C.).
22. ALL ELECTRICAL WORK EXECUTED SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE (N.E.C.) OR PREVAILING ISSUANCE RECOGNIZED BY CITY AND / OR COUNTY.
23. ALL DATA AND TELEPHONE CABLING SHALL BE THE RESPONSIBILITY OF THE TENANT'S OWN VENDORS AND IS NOT INCLUDED UNDER THIS CONTRACT. VERIFY W/ TENANT AND LESSOR.
24. UPGRADE LIFE SAFETY SYSTEMS AS REQUIRED TO COMPLY WITH 2010 A.D.A. STANDARDS FOR ACCESSIBLE DESIGN.
25. EXTEND 3/4" CONDUIT INSIDE PARTITION FROM TELEPHONE / FAX OUTLET TO ABOVE CEILING.
26. ALL DEDICATED OUTLETS SHALL BE IDENTIFIED ON COVER PLATES WITH PANEL AND CIRCUIT NUMBER.
27. SUBCONTRACTOR TO LABEL ALL PANELS. ALL ELECTRICAL OUTLETS SHALL BE IDENTIFIED ON COVER PLATES WITH PANEL AND CIRCUIT NUMBER.
28. ALL CABLING IN RETURN AIR PLENUM TO BE TEFLON COATED (IF APPLICABLE).
29. VERIFY ADEQUATE ELECTRICAL OUTLETS AND SERVICE AT BUILT-IN CABINETS FOR ALL EQUIPMENT; REFRIGERATORS, ICE MAKERS, MICROWAVES, ETC.
30. ALL ELECTRICAL COVERPLATES TO MATCH.
31. ALL ELECTRICAL OUTLETS AND DATA PLUGS, NEW OR EXISTING, AT NEW BUILT-INS SHALL BE 6" ABOVE SCHEDULED COUNTERTOP HEIGHT.
32. AT ALL DEMO'D. FLOOR PLUGS, PATCH AND FIREPROOF CONCRETE PENETRATION.
33. ALL LIGHTS TO BE LINED UP PRIOR TO INSTALLATION. CONFIRM WITH PROJECT MANAGER AND TENANT.

PLUMBING NOTES
1. ALL WORK SHALL BE DONE IN STRICT COMPLIANCE WITH APPLICABLE LOCAL CODES AND THE NATIONAL PLUMBING CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINES AGAINST FREEZING DURING CONSTRUCTION AND 1 YEAR AFTER BUILDING COMPLETION.
2. REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES.
3. PROVIDE WATER HAMMER CHAMBER IN HOT ¢ COLD WATER LINES AT EACH FIXTURE OF A MINIMUM OF 1'-0" LENGTH OF VERTICAL PIPE CAPPED AT FREE END.
4. PROVIDE CUT-OFF VALVES IN HOT ¢ COLD WATER LINES AT EACH FIXTURE.
5. ALL CONNECTIONS BETWEEN COPPER AND GALVANIZED IRON PIPES SHALL BE INSULATED DIELECTRIC COUPLINGS.
6. OVERHEAD WATER SUPPLY LINES IF REQUIRED SHALL BE INSULATED W/ SNAP ON FIBERGLASS INSULATION. PROVIDE MOLDED FITTINGS. THICKNESS AS FOLLOWS: HOT WATER SUPPLY - 1" THICK, COLD WATER SUPPLY - 1/2 " THICK.
7. ALL PLUMBING FIXTURES TO BE SELECTED BY TENANT.
8. STANDARD 1/4" COPPER WATER LINE WITH VALVE FOR ICE MAKERS IN THE BREAK ROOMS AS WELL AS DRAIN LINES.
9. PROVIDE 1/4" COLD WATER LINE AS REQUIRED FOR REFRIGERATOR.
10. GENERAL CONTRACTOR SHALL PATCH / REPAIR / REPLACE MOISTURE BARRIER AS REQUIRED AT ALL SLAB-CUTS FOR PLUMBING.
11. HOT WATER AND DRAIN PIPES UNDER SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.
12. SHOW WATER LINES WITH BACKFLOW PER IPC 608.
13. WHERE NECESSARY, SAW-CUT CONC. TO TO FACILITATE SANITARY SEWER LINES TO NEW OR RELOCATED SINKS, WATER CLOSETS AND DRINKING FOUNTAINS. PATCH CONCRETE TO A SMOOTH LIKE NEW FINISH. VERIFY ALL UNDERGROUND PIPING TO AVOID INTERFERENCE WITH NEW WALL LOCATIONS.
14. RELOCATE EXISTING PLUMBING AS REQUIRED TO AVOID INTERFERENCE WITH NEW WALL LOCATIONS.
15. INSTALL NEW UNDER-COUNTER WATER HEATERS IN BREAK/KITCHEN AREAS.

ROOM FINISH SCHEDULE

NO.	ROOM	FLOOR	BASE	WALLS NORTH	WALLS EAST	WALLS SOUTH	WALLS WEST	CEILING MATER	CEILING HEIGHT	REMARKS
101	SEATING	CT	RB	P	P	P	P	2' X 2'	EXISTS	-
101	SERVING	CT	RB	P	P	P	P	2' X 2'	EXISTS	-
101	RESTROOM	CT	CT	CT	CT	CT	CT	P	EXISTS	-

PACKET
37.5
March 23, 2021

DRAFTING & DESIGN
P.O. BOX 4091 - MIDLAND, TX. 79704
C: (432) 425-7271 - H&B (432) 697-0620
E: 432ALS_72@T-MOBILE.NET

SHEET NO. A-1 OF 14 SHEETS

DATE ISSUED: JAN. 07, 2021
REVISED:
DRAWN BY: JAN

REMODEL FOR:
1ST FLOOR - SUITE 102
WALL TOWERS EAST
210 WEST WALL STREET
MIDLAND TEXAS

JOB # J421024

THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS FOR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR AND ANY DISCREPANCIES SHALL BE REPORTED IN WRITING TO THE ARCHITECT PRIOR TO PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL COORDINATE ANY INTERFERENCES BETWEEN ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS PRIOR TO BIDDING AND/OR PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS AND METHODS AND SHALL PROVIDE ALL NECESSARY SAFETY DEVICES AND PROCEDURES IN CONNECTION THEREWITH.

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ALL RIGHTS RESERVED. THESE PLANS, SPECIFICATIONS AND DESIGNS ARE THE PROPERTY OF J.T. DRAFTING & DESIGN AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF J.T. DRAFTING & DESIGN. ANY UNAUTHORIZED USE, DISCLOSURE, REPRODUCTION OR MODIFICATION IN ANY FORM IS PROHIBITED AND MAY BE UNLAWFUL.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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, the City Code, and State law, 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 granting a Specific Use Designation With Term for a 1,988-square foot portion of Lots 1 and 2 and the east 23.5 feet of Lot 3, Block 65, Original Town, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 988 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 8:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

G. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

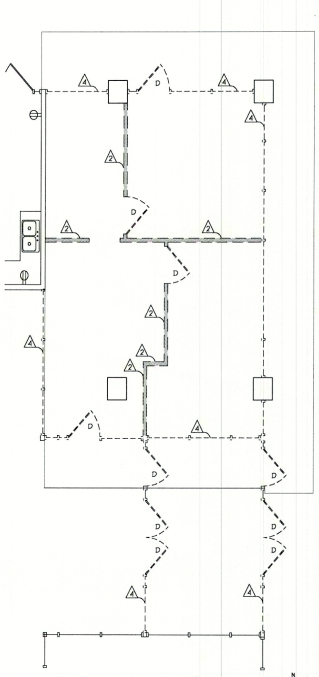
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

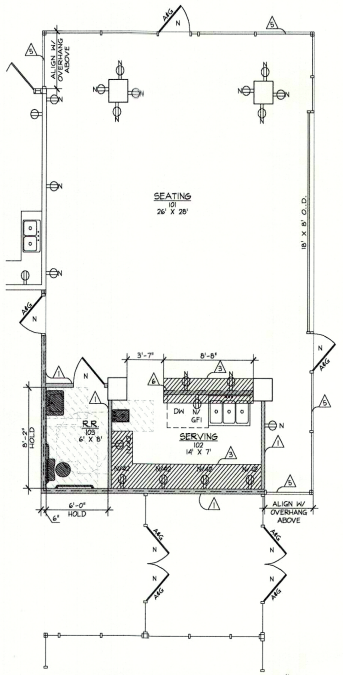
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

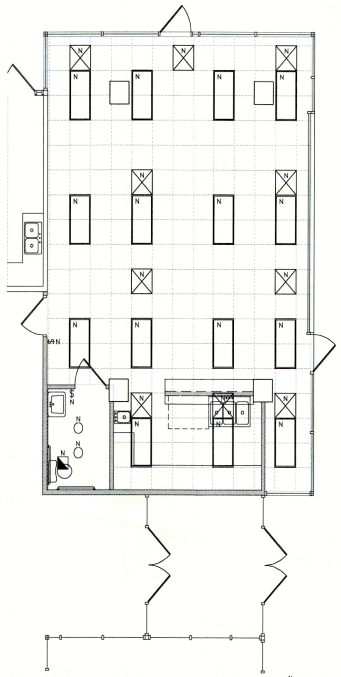
EXHIBIT "A"



A DEMOLITION PLAN
1/4" = 1'-0"



B BUILD-BACK PLAN
1/4" = 1'-0"



C CEILING PLAN
NOTE

KEY REMODEL NOTES
1. INSTALL NEW PARTITION, SHOWN ON PLAN. NEW PARTITIONS SHALL BE DRYWALL CONSTRUCTION PER PARTITION LEGEND. ALIGN W/ EXISTING CONSTRUCTION OR MULLIONS, TO REMAIN.
2. CAREFULLY REMOVE EXISTING PARTITIONS DASHED. PATCH AND REPAIR ADJACENT SURFACES AS REQUIRED TO NEW FINISHES IF SCHEDULED.
3. NEW BUILT-IN CASEWORK. VERIFY STYLE AND SIZE WITH TENANT.
4. REMOVE EXISTING ALUMINUM ¢ GLASS STOREFRONT
5. INSTALL NEW A4G STOREFRONT AND DOOR. NEW STOREFRONT TO MATCH EXISTING.
6. NEW BUILDING STANDARD DRYWALL PARTITION WITH COUNTERTOP @ 36" A.F.F.

CODE REQUIREMENTS
BUILDING
1. CONSTRUCTION TYPE - IA
2. OCCUPANCY CLASSIFICATION - B
3. PLUMBING FIXTURES - EXISTS
4. FIRE SPRINKLERS - YES
5. NUMBER OF STORIES - 13
6. PARKING- EXISTS
7. ZONING - C-1

OFFICE AREA
1. USEABLE AREA - 959 SQ. FT.
2. WORK AREA - 959 SQ. FT. (60 OCCUPANTS)
3. OCCUPANT LOAD - 60

FINISH MATRIX SCHEDULE
FLOORS:
CT - BUILDING STANDARD - TILE, GROUT AND SEALER ALLOWANCE PER SQ YD

BASE:
RB - 4" COVED RUBBER BASE, ROPPE OR EQUAL ALLOWANCE PER LINEAR FOOT

WALLS: TAPE, BED, TEXTURE ¢ PAINT
P - T. B. T. ¢ P. NEW WALLS. PATCH AND PAINT EXISTING WALLS.
CT - BUILDING STANDARD - TILE, GROUT AND SEALER ALLOWANCE PER SQ YD

CEILINGS:
2' X 2' - 2' X 2' LAY-IN CEILING - ARMSTRONG ULTIMA - TEGULAR.
P - T. B. T. ¢ P. NEW WALLS. PATCH AND PAINT EXISTING WALLS.

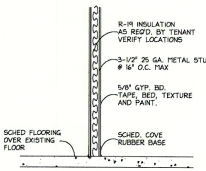
MILLWORK:
BASE CAB ¢ UPPERS. - LAMINATE FRONTS, WILSONART OR EQUAL
TOP ¢ EDGES - PLASTIC LAMINATE, WILSONART OR EQUAL

PAINT ¢ TEXTURE MATERIAL SCHEDULE
ALL ITEMS - (1) OVER MEDIUM DRAG TEXTURE
(2) RE: FINISH NOTES #4 FOR FINISH COATS.
(3) SATIN WALLS, SEMIGLOSS TRIM ¢ CABS

FINISH NOTES
1. ALL COLOR SELECTIONS TO BE SUBMITTED FOR VERIFICATION WITH THETENANT/DESIGNER.
2. SUBMIT TRANSITION STRIPS FOR DISSIMILAR FLOOR SURFACES FOR APPROVAL BY TENANT.
3. SUBMIT ALL ADHESIVES DATA FOR APPROVAL BY BUILDING REPS.
4. PAINT ALL WALLS, (1) COAT PRIMER, (1) COAT FINISH. PAINT AT EXISTING WALLS, (1) COAT FINISH, (2) OR MORE IF NEEDED TO COVER PERVIOUS COLOR(S).
5. FOR ANY AND ALL FINISHES AND MATERIALS REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES. THESE SUPERCEDES ANY AND ALL SPECS THAT ARE LISTED OR REFERRED TO IN THIS SET OF CONSTRUCTION DOCUMENTS.

DEMOLITION NOTES
1. WHERE DEMOLITION OCCURS, REMOVE AND CAP ALL UTILITIES TO SOURCE.
2. REMOVE EXISTING FLOORING AND BASE AS NOTED AND / OR THROUGHOUT. PATCH SLAB / PREPARE FLOOR TO RECEIVE NEW SCHEDULED FINISHES.
3. IF KEYED, REMOVE BUILT-IN CABINETRY, SHELVING OR PLUMBING FIXTURES WHERE INDICATED. SAVE FOR RELOCATION. CAP ANY PLUMBING INSIDE PARTITIONS AND BELOW FLOOR SLAB. PROVIDE FIRE TREATED WOOD BLOCKING IN WALL FOR NEW INSTALLATION, IF APPLICABLE.
4. REMOVE DOORS, FRAMES AND INTERIOR WINDOWS WHERE INDICATED. SAVE FOR RELOCATION OR REUSE.
5. REMOVE ALL ABANDONED CABLES, WIRES AND PIPES IN THE CEILING PLENUM TO THEIR SOURCE WITH IN THE TENANT SPACE. REMOVE ALL ABANDONED TELEPHONE EQUIPMENT.
6. REMOVE SUPPLEMENTAL H.V.A.C. UNITS AND RELATED EQUIPMENT NOT INTENDED FOR REUSE.
7. REMOVE PARTITIONS WHERE INDICATED. REMOVE OUTLETS AND SWITCHES IN THESE PARTITIONS, DISCONNECT OR RELOCATE IN MAIN PANEL. AT DATA OUTLETS, REMOVE ASSOCIATED CABLING BACK TO SOURCE.
8. INCORPORATE ANY EXISTING WALL OUTLETS AND LIGHT SWITCHES INTO THE SCOPE OF WORK INDICATED. ANY EXISTING DUPLEX OUTLETS IN PARTITIONS SHALL REMAIN.
9. REMOVE ANY EXISTING FLOOR OUTLETS, POWER POLES AND WIREMOLD UNLESS OTHERWISE INDICATED. SAVE FOR RELOCATION.
10. REMOVE ANY SPEAKERS AND CONTROL DEVICES UNLESS OTHERWISE INDICATED. OFFER TO LANDLORD FOR REUSE.
11. REMOVE ANY VISUAL AID FIXTURES AND CONTROL DEVICES UNLESS OTHERWISE INDICATED. OFFER TO LANDLORD FOR REUSE.
12. PATCH AND REPAIR FLOOR, WALL AND CEILING SURFACES TO RECEIVE NEW SCHEDULED FINISHES. RETURN SURFACES TO REQUIRED FIRE SEPARATION RATINGS.
13. PATCH ALL DEMOLITION SCARS.

GENERAL CONSTRUCTION NOTES
1. FOR ANY AND ALL FINISHES AND MATERIALS REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES. THESE SUPERCEDE ANY AND ALL SPECS THAT ARE LISTED OR REFERRED TO IN THIS SET OF CONSTRUCTION DOCUMENTS.
2. ALL PLAN DIMENSIONS ARE NOMINAL TO DRYWALL. FOR EXACT DIMENSIONS, SEE WALL SECTIONS AND DETAILS.
3. VERIFY LOCATIONS OF EXISTING UTILITIES AND CONSTRUCTION CONDITIONS WITH FIELD MEASUREMENTS.
4. DIMENSIONS SHOWN SHOULD BE FIELD VERIFIED AND SPECIAL CARE SHOULD BE TAKEN TO MATCH FINISH ELEMENTS OF THE NEW PARTITIONS WITH EXISTING FINISH ELEMENTS OF COLUMNS, PARTITIONS AND STRUCTURAL COMPONENTS WHERE APPLICABLE.
5. CARE SHALL BE TAKEN AT ALL TIMES DURING CONSTRUCTION TO PROTECT THE PROPERTY OF THE OWNER.
6. FIELD VERIFY CONDITIONS THAT MAY CONFLICT WITH CONSTRUCTION INCLUDING ELECTRICAL, MECHANICAL, PLUMBING, ETC., ESPECIALLY AT AREAS WHERE PARTITIONS ARE BRACED UP TO STRUCTURE.
7. ALL WORK SHALL COMPLY WITH THE CURRENT VERSION OF ALL APPLICABLE LAWS, CODES, REGULATIONS, OR ORDINANCES OF FEDERAL, STATE ¢ LOCAL AUTHORITIES, INCLUDING THE AMERICANS WITH DISABILITIES ACT (ADA).
8. GENERALLY ON SURFACES REQUIRING NEW FINISHES, SUCH AS PAINTS, CEILINGS, FLOORINGS ¢ BASE; FILL, PATCH ¢ SAND EXISTING SURFACES AS REQUIRED PRIOR TO RECEIVING NEW FINISHES. REMOVE EXISTING FLOORING PRIOR TO INSTALLATION OF NEW FLOORING, UNLESS OTHERWISE NOTED. REFER TO SCHEDULED FINISHES FOR THE AREAS RECEIVING NEW FINISHES.
9. PAINT ALL EXPOSED WALLS. REFER TO ROOM FINISH SCHEDULE FOR COLOR.
10. ALL EXISTING WALL COVERINGS TO BE REMOVED. FLOAT, PATCH, SAND AND PREP, TEXTURE TO MATCH ADJACENT WALLS CORNER TO CORNER, TO RECEIVE NEW PAINT.
11. ALL REMODELED AREAS SHALL BE LEFT IN LIKE NEW CONDITION. THIS INCLUDES ALL ALTERED AREAS, WHETHER COVERED BY A SPECIFIC NOTE OR NOT. IF THERE IS NO SPECIFIC NOTE TO COVER SUCH CONDITION, FINISHES SHALL MATCH ADJACENT EXISTING OR NEW MATERIALS, WHICHEVER IS APPLICABLE. PATCH AND REPAIR SHEETROCK AS NEEDED.
12. AS REQUIRED TO COMPLY WITH CODE, RELOCATE EXISTING SPRINKLER HEADS, FIRE STROBES, AND SMOKE DETECTORS AS REQUIRED.
13. ADD NEW SPRINKLER HEADS, FIRE STROBES, AND SMOKE DETECTORS AS REQUIRED TO COMPLY WITH LOCAL BUILDING CODES.
14. REMOVE ALL UNUSED WALL RECEPTACLE BOXES. PATCH WALLS, TAPE, BED, TEXTURE AND PAINT.
15. ALL INDIVIDUAL ROOM SIGNS, NAME/NUMBER, PLATES TO BE REMOVED. WALL TO BE PATCHED, FLOATED, TEXTURED AND PREPARED TO RECEIVE NEW PAINT.
16. ALL EXISTING MINI-BLINDS MUST BE PULLED UP AND PROTECTED DURING THE ENTIRE CONSTRUCTION PROJECT. REPAIR OR REPLACE BLINDS AS NEEDED.
17. REMOVE ALL PLENUM RATED CABLE ABOVE THE CEILING.
18. G.C. TO REMOVE EXISTING LIGHT FIXTURES. REFER SPEC BOOK FOR NEW FIXTURE TYPE AND MODEL.
19. RACO TRIT TO MATCH THROUGHOUT SPACE, ALIGNED AND LEVELED, WETHER AFFECTED BY THIS REMODEL OR PREVIOUS WORK. RUN FACTORY FULL LENGTHS OF TRIM, DO NOT PIECE TOGETHER. REPLACE ANY "PIECED RUNS" WITH FULL LENGTH TRIM. MUST BE APPROVED BY BUILDING REP PRIOR TO COMPLETION.
20. WHETHER AFFECTED BY THIS REMODEL OR PREVIOUS ALTERATIONS, ALL AREA MUST BE CLEANED AND LEFT IN LIKE NEW CONDITION FOR BUILDING REP APPROVAL.
21. ADD DEMISING SEPARATION BETWEEN LEASE SPACES, ABOVE WALL FINISHING, IF REQUESTED BY TENANT.



1 TYPICAL WALL SECTION
AT INTERIOR WALL
1/2" = 1'-0"

ROOM FINISH SCHEDULE

NO.	ROOM	FLOOR	BASE	WALLS NORTH	WALLS EAST	WALLS SOUTH	WALLS WEST	CEILING MATER	CEILING HEIGHT	REMARKS
101	SEATING	CT	RB	P	P	P	P	2' X 2'	EXISTS	-
101	SERVING	CT	RB	P	P	P	P	2' X 2'	EXISTS	-
101	RESTROOM	CT	CT	CT	CT	CT	CT	P	EXISTS	-

MECHANICAL NOTES
1. COORDINATE EXACT LOCATIONS OF CEILING DIFFUSERS AND GRILLES WITH ELECTRICAL/REFLECTED CEILING PLAN.
2. COORDINATE EXACT ROUTING OF DUCTWORK ABOVE CEILING WITH STRUCTURAL FRAMING MEMBERS. VERIFY SIZES AND LOCATION OF SAID FRAMING MEMBERS.
3. DUCT SYSTEM SHALL BE PROPERLY SEALED, HUNG, SUPPORTED, STIFFENED, ETC.
4. PROVIDE FIREDAMPERS NEW OR EXISTING AT MECHANICAL PENETRATIONS OF NEW FIREWALLS AS REQUIRED BY CODE. FIELD VERIFY PRIOR TO BID.
5. VERIFY EXACT SIZE AND LOCATIONS OF EXISTING TRUNK LINES AND FLEX. MAINTAIN AND EXTEND EXISTING DUCTS AS REQUIRED FOR PROPER SERVICE IN NEW CONFIGURATION.
6. BALANCE HVAC SYSTEM WITHIN THE SPACE AS REQUIRED FOR PROPER SERVICE.
7. ALL THERMOSTATS TO BE MOUNTED @ 70° A.F.F. IN THE OPEN OFFICE AREA.
8. ENGINEER / REWORK HVAC AS REQUIRED TO COMPLY WITH NFPA 90A.
9. FURNISH AND INSTALL T-STATS, DIFFUSERS, SUPPLY AND RETURN AIR GRILLES, ETC., AS REQUIRED.
10. FURNISH AND INSTALL HVAC SYSTEM AS REQUIRED TO COMPLY WITH CURREIT CODE.
11. REBALANCE ENTIRE SUITE UPON COMPLETION OF CONSTRUCTION. PROVIDE TEST AND BALANCE REPORT TO LANDLORD / TENANT.
12. ALL HVAC TO BE BUILDING STANDARD.
13. CLEAN ALL EXISTING AND RELOCATED HVAC SUPPLY AND RETURN AIR GRILLS AS REQUIRED.

ELECTRICAL LEGEND
- NEW 2' X 4' LED LIGHT FIXTURE TO BE PLACED IN EXISTING FIXTURE LOCATION.
- N NEW BUILDING STANDARD 2'X2' H.V.A.C. SUPPLY AIR GRILLE
- EXIST. 2'X2' H.V.A.C. RETURN AIR GRILLE TO REMAIN.
- N NEW EXIT LIGHT.
- EXIST. SPRINKLER HEAD TO REMAIN
- N NEW LED CAN LIGHT FIXTURE.
- N NEW DUPLEX OUTLET.
- N NEW QUAD OUTLET.
- N NEW TELEPHONE/DATA OUTLET
- EXIST. SWITCH LOCATION TO REMAIN. REPLACE WITH NEW OCCUPANCY SENSOR SWITCH
- N NEW OCCUPANCY SENSOR SWITCH
- EXIST. THERMOSTAT LOCATION TO REMAIN. REPLACE WITH NEW BUILDING STANDARD THERMOSTAT.

PLUMBING LEGEND
- NEW FREE STANDING 3 BASIN SINK
- NEW WALL MOUNT HAND SINK
- NEW WALL MOUNT HAND SINK
- NEW HANDICAP WATER CLOSET.
- NEW H.C GRAB BARS. RE: ADA PLANS FOR INSTALLATION STANDARDS. PROVIDE BLOCKING IN WALLS FOR MOUNTING.

1. VERIFY ALL FIXTURE SELECTIONS WITH THE OWNER ¢ TENANT.
2. REFER TO TRANSWESTERN 6TH FLOOR CONSTRUCTION FINISHES AND SPEC SHEETS BOOKLET FOR ALL FIXTURE SELECTIONS.

PARTITION LEGEND
- EXISTING PARTITION TO REMAIN
- EXISTING PARTITION TO BE REMOVED
- EXISTING ALUMINUM ¢ GLASS STOREFRONT TO BE REMOVED
- NEW BLD'G. STANDARD DRYWALL PARTITION TO CEILING HEIGHT.
- NEW BLD'G. STANDARD DRYWALL PARTITION TO DECK

DOOR SCHEDULE
- EXISTING DOOR, FRAME ¢ HARDWARE TO BE REMOVED.
- EXISTING BUILDING STANDARD FIRE DOOR, FRAME AND HARDWARE TO REMAIN.
- N 1, RIGHT HANDED, NEW OR RELOCATED DOOR, FRAME AND HARDWARE.
- A4G N 2, RIGHT HANDED, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.
- A4G N 1, LEFT HANDED, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.
- A4G N N A4G 2, PAIR, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.

HARDWARE NOTES:
1. SUPPLY TEMPORARY REMOVABLE CYLINDER CORES AND REQUIRED CONSTRUCTION KEYS. PERMANENT KEY SYSTEM SHALL BE BASED ON THE OWNER'S EXISTING GRAND MASTER AND MASTER KEYING SHALL BE FURNISHED AND INSTALLED BY THE G.C. AT LEASE SPACE ENTRY DOOR(S).

SCHEDULE NOTES:
DOORS:
INTERIOR -
★ - 1 3/4" x 3'-0" X 7'-0" 1 HR. (20 MIN.) FIRE DOOR STAIN GRADE ASH.

FRAMES:
INTERIOR - PREHUNG, FIRE RATED, TYPE "H" WOOD, PAINTS.

ELECTRICAL NOTES
1. ALL ELECTRICAL TO BE INSTALLED IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL GOVERNING CODES.
2. VERIFY ELECTRICAL SERVICE POINTS AND LOCATIONS PRIOR TO CONSTRUCTION. COORDINATE WORK WITH OWNER PRIOR TO DISCONNECT OF SERVICE.
3. COORDINATE LOCATION OF CEILING SUPPLY GRILLES WITH LIGHT FIXTURE LOCATIONS.
4. ALL ELECTRICAL EQUIPMENT MUST BE UL APPROVED.
5. ALL ELECTRICAL SERVICE REQUIREMENTS REQUIRED FOR NEW CONFIGURATION ARE EXISTING. VERIFY EXACT LOCATIONS AND AVAILABILITY OF AN ADEQUATE NUMBER OF SPARES AT EXISTING ELECTRICAL PANELS PRIOR TO BID.
6. CONTRACTOR SHALL PROVIDE 2X4 BOXES W/ 3/4" CONDUIT ¢ PULL-STRINGS @ NEW DROPS. ALL DATA CIRCUITING CABLES SHALL BE FURNISHED AND INSTALLED BY THE TENANT'S LOW VOLTAGE VOICE/DATA CABLE INSTALLER.
7. REMOVE ALL UNUSED I.T. OUTLETS AND PATCH WALLS. TENANT TO VERIFY OUTLETS TO REMOVE. VERIFY EXACT LOCATIONS OF ALL ELECTRICAL DEVICES, WITH THE TENANT.
8. CONTRACTOR SHALL COORDINATE THE INSTALLATION OR THE REARRANGEMENT OF THE ELECTRICAL SERVICES WITH THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION AND/OR RELOCATION OF ANY AND ALL ENCLOSURES, RACEWAYS, GROUND RODS, OR ANY SERVICE CONDUCTOR. IN ADDITION, ANY WORK INVOLVING THE REPLACEMENT, RELOCATION OR REMOVAL OF ANY EXISTING SERVICE EQUIPMENT ABANDONED AS A RESULT OF THIS CONSTRUCTION PROJECT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. ALL SUCH WORK SHALL BE INCLUDED IN THE BID PRICE AND NO EXTRA CHARGES WILL BE ALLOWED.
9. ALL POWER CONDUCTORS SHALL BE COPPER, TYPE THHN. ANY CONDUCTOR SMALLER THAN #8 SHALL BE SOLID. ALL CONDUCTORS #8 AND LARGER SHALL BE STRANDED. ALL U.G. CONDUCTORS SHALL BE THHN.
10. UNLESS OTHERWISE NOTED OR LARGER SIZE REQUIRED BY CODE, CONTRACTOR SHALL INSTALL A #12 AWG GROUNDING CONDUCTOR IN EACH RACEWAY. THIS CONDUCTOR SHALL BE BONDED TO ANY BOX OR ENCLOSURE THROUGH WHICH IT PASSES OR TERMINATES UNLESS SPECIFICALLY NOTED OTHERWISE. THIS CONDUCTOR SHALL EITHER HAVE GREEN JACKET OR BE CODED AT ALL ACCESSIBLE POINTS WITH GREEN TAPE
11. ALL TERMINAL DEVICES SHALL BE SPECIFICALLY RATED FOR THE TYPE OF CONDUCTORS USED IN THAT TERMINAL. E.G., ALUM. RATED TERMINALS FOR COPPER CONDUCTORS, STRANDED WIRE COMPATIBLE TERMINALS FOR USE WITH STRANDED CONDUCTORS, SOLID WIRE COMPATIBLE TERMINALS FOR USE WITH SOLID CONDUCTORS. IN ADDITION, ALL TERMINALS OF ALL DEVICES SHALL BE RATED FOR OPERATOR AT 75 DEG. C.
12. THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING THE SITE TO IDENTIFY AND MAKE ALLOWANCES IN THE BID FOR ANY OBSTRUCTION OR ADDITIONAL PANELS REQUIRED DUE TO LOADING.
13. CONTRACTOR SHALL INSTALL AN APPROVED BUSHING WHERE ANY RACEWAY ENTERS ANY BOX OR ENCLOSURE UNLESS THE CONDUIT TERMINATION IS U.L. APPROVED FOR USE WITHOUT A BUSHING. THE CONTRACTOR SHALL BE REQUIRED TO SUPPLY PROOF FROM THE FITTING MANUFACTURER THAT THE FITTINGS IN QUESTION CARRY U.L. APPROVAL.
14. WHERE CONFLICT OCCURS IN THE PLANS OR SPECIFICATIONS WITH ANY LOCAL CODES, THE MORE STRINGENT REQUIREMENTS WILL APPLY.
15. ALL CONDUIT AND WIRE SHALL BE ARRANGED TO LIMIT VOLTAGE DROP 3% ON ANY CIRCUIT.
16. ALL DEDICATED ELECTRICAL OUTLET LOCATIONS TO BE 120V, 20 AMP, ISOLATED GROUND CIRCUIT WITH NEMA 5-20 R RECEPTACLE AND DISTINCTIVELY COLORED FACE PLATE.
17. INCLUDE 3/4" HOLE WITH GROMMET IN THE TOP PLATE AT EACH RING AND STRING INSTALLATION.
18. LESSOR MUST NOTIFY TENANT IN ADVANCE OF THE DESIRED START DATE FOR COMPUTER CABLING TO BE INSTALLED BY TENANT'S CONTRACTOR.
19. LESSOR SHALL REMOVE ALL OLD/EXISTING COMPUTER CABLES FROM THE PROPOSED SITE IF THEY EXIST.
20. GENERAL CONTRACTOR TO VERIFY ELECTRICAL CAPACITY ON FLOOR. UPGRADE AS REQUIRED FOR WORK SHOWN.
21. RECIRCUIT ALL ELECTRICAL AS REQUIRED / SHOWN TO COMPLY WITH NATIONAL ELECTRIC CODE (N. E. C.).
22. ALL ELECTRICAL WORK EXECUTED SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE (N.E.C.) OR PREVAILING ISSUANCE RECOGNIZED BY CITY AND / OR COUNTY.
23. ALL DATA AND TELEPHONE CABLING SHALL BE THE RESPONSIBILITY OF THE TENANT'S OWN VENDORS AND IS NOT INCLUDED UNDER THIS CONTRACT. VERIFY W/ TENANT AND LESSOR.
24. UPGRADE LIFE SAFETY SYSTEMS AS REQUIRED TO COMPLY WITH 2010 A.D.A. STANDARDS FOR ACCESSIBLE DESIGN.
25. EXTEND 3/4" CONDUIT INSIDE PARTITION FROM TELEPHONE / FAX OUTLET TO ABOVE CEILING.
26. ALL DEDICATED OUTLETS SHALL BE IDENTIFIED ON COVER PLATES WITH PANEL AND CIRCUIT NUMBER.
27. SUBCONTRACTOR TO LABEL ALL PANELS. ALL ELECTRICAL OUTLETS SHALL BE IDENTIFIED ON COVER PLATES WITH PANEL AND CIRCUIT NUMBER.
28. ALL CABLING IN RETURN AIR PLENUM TO BE TEFLON COATED (IF APPLICABLE).
29. VERIFY ADEQUATE ELECTRICAL OUTLETS AND SERVICE AT BUILT-IN CABINETS FOR ALL EQUIPMENT; REFRIGERATORS, ICE MAKERS, MICROWAVES, ETC.
30. ALL ELECTRICAL COVERPLATES TO MATCH.
31. ALL ELECTRICAL OUTLETS AND DATA PLUGS, NEW OR EXISTING, AT NEW BUILT-INS SHALL BE 6" ABOVE SCHEDULED COUNTERTOP HEIGHT.
32. AT ALL DEMO'D. FLOOR PLUGS, PATCH AND FIREPROOF CONCRETE PENETRATION.
33. ALL LIGHTS TO BE LINED UP PRIOR TO INSTALLATION. CONFIRM WITH PROJECT MANAGER AND TENANT.

PLUMBING NOTES
1. ALL WORK SHALL BE DONE IN STRICT COMPLIANCE WITH APPLICABLE LOCAL CODES AND THE NATIONAL PLUMBING CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINES AGAINST FREEZING DURING CONSTRUCTION AND 1 YEAR AFTER BUILDING COMPLETION.
2. REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES.
3. PROVIDE WATER HAMMER CHAMBER IN HOT ¢ COLD WATER LINES AT EACH FIXTURE OF A MINIMUM OF 1'-0" LENGTH OF VERTICAL PIPE CAPPED AT FREE END.
4. PROVIDE CUT-OFF VALVES IN HOT ¢ COLD WATER LINES AT EACH FIXTURE.
5. ALL CONNECTIONS BETWEEN COPPER AND GALVANIZED IRON PIPES SHALL BE INSULATED DIELECTRIC COUPLINGS.
6. OVERHEAD WATER SUPPLY LINES IF REQUIRED SHALL BE INSULATED W/ SNAP ON FIBERGLASS INSULATION. PROVIDE MOLDED FITTINGS. THICKNESS AS FOLLOWS: HOT WATER SUPPLY - 1" THICK, COLD WATER SUPPLY - 1/2 " THICK.
7. ALL PLUMBING FIXTURES TO BE SELECTED BY TENANT.
8. STANDARD 1/4" COPPER WATER LINE WITH VALVE FOR ICE MAKERS IN THE BREAK ROOMS AS WELL AS DRAIN LINES.
9. PROVIDE 1/4" COLD WATER LINE AS REQUIRED FOR REFRIGERATOR.
10. GENERAL CONTRACTOR SHALL PATCH / REPAIR / REPLACE MOISTURE BARRIER AS REQUIRED AT ALL SLAB-CUTS FOR PLUMBING.
11. HOT WATER AND DRAIN PIPES UNDER SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.
12. SHOW WATER LINES WITH BACKFLOW PER IPC 608.
13. WHERE NECESSARY, SAW-CUT CONC. TO TO FACILITATE SANITARY SEWER LINES TO NEW OR RELOCATED SINKS, WATER CLOSETS AND DRINKING FOUNTAINS. PATCH CONCRETE TO A SMOOTH LIKE NEW FINISH. VERIFY ALL PLUMBING RUNS TO AVOID INTERFERENCE WITH NEW WALL LOCATIONS.
14. RELOCATE EXISTING PLUMBING AS REQUIRED TO AVOID INTERFERENCE WITH NEW WALL LOCATIONS.
15. INSTALL NEW UNDER-COUNTER WATER HEATERS IN BREAK/KITCHEN AREAS.

THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS FOR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR AND/OR SUBCONTRACTORS PRIOR TO CONSTRUCTION. THE G.C./C.M. SHALL COORDINATE ANY DISCREPANCIES OR CONFLICTS WITH THE ARCHITECT PRIOR TO PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL COORDINATE ANY CONFLICTS BETWEEN THE ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS AND SHALL PROCEED WITH ANY WORK AFFECTED BY SUCH CONFLICTS ONLY AFTER RECEIVING WRITTEN CLARIFICATION FROM THE ARCHITECT. THE G.C./C.M. SHALL BE RESPONSIBLE FOR ANY AND ALL CONSTRUCTION PERFORMED THAT IS NOT IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND SHALL BEAR ALL COSTS ARISING THEREFROM.

DRAFTING & DESIGN
P.O. BOX 4041 - MIDLAND, TX. 79704
Cell (432)528-7287 - Office (432)697-8620
E-MAIL: JANET@DRAFTINGANDDESIGN.COM

SHEET NO. A-1 OF 1A SHEETS

DATE ISSUED: JAN. 07, 2021
REVISED:
DRAWN BY: JAN

REMODEL FOR:
1ST FLOOR - SUITE 102
WALL TOWERS EAST
210 WEST WALL STREET
MIDLAND TEXAS

JOB # JA21024

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ALL RIGHTS RESERVED. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF J.T. DRAFTING & DESIGN. ANY UNAUTHORIZED REUSE OF THESE PLANS WILL RESULT IN LEGAL ACTION, INCLUDING BUT NOT LIMITED TO CIVIL AND CRIMINAL PENALTIES, INCLUDING ANY AND ALL DAMAGES, ATTORNEY'S FEES AND COSTS INCURRED IN THE ENFORCEMENT OF THE FOREGOING RESTRICTIONS. ANY UNAUTHORIZED REUSE OF THESE PLANS WILL ALSO OBLIGATE THE PARTY RESPONSIBLE FOR THE UNAUTHORIZED REUSE TO DEFEND AND INDEMNIFY J.T. DRAFTING & DESIGN AGAINST ANY CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PACKET 37.10 March 23, 2021

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Hannah Streun			Phone (432) 312-7116 Email Lostbooksltx@gmail.com
Address 201 W Wall Ste. 125	City Midland	State TX	Zip 79701

Property Owner Printed Name: Gary Glasscock			Phone ( ) Email ggglasscock@yahoo.com
Address 203 W Wall Ste. 1200	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:			Phone ( ) Email
Address	City	State	Zip

Street Address: 201 W. Wall Ste. 102

Business Name: Lost Books LLC

Legal Description
Lot: Block: Subdivision:

Current Zoning: C

Reason for Request: New business - beer & wine Lost Books

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: bar / package liquor

Proposed/Current Days and Hours of Operation: Sunday - Saturday 8am - 11pm

Proposed Days and Hours of Alcohol Service: Sunday - Saturday 8am - 11pm

Total Square Footage of Business: 1988

Square Footage of Alcohol Serviceable Area: 988

Restroom Fixtures:				
Men	**Toilets/Urinals:**	2 / 1	**Bathroom Sinks:**	2
Women	**Toilets:**	3	**Bathroom Sinks:**	2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Hannah Streun	Date: 2/4/2021
Applicant (printed): Hannah Streun	
Property Owner (signature):	Date: 2/4/21
Property Owner (printed): Gary W. Glasscock, President	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

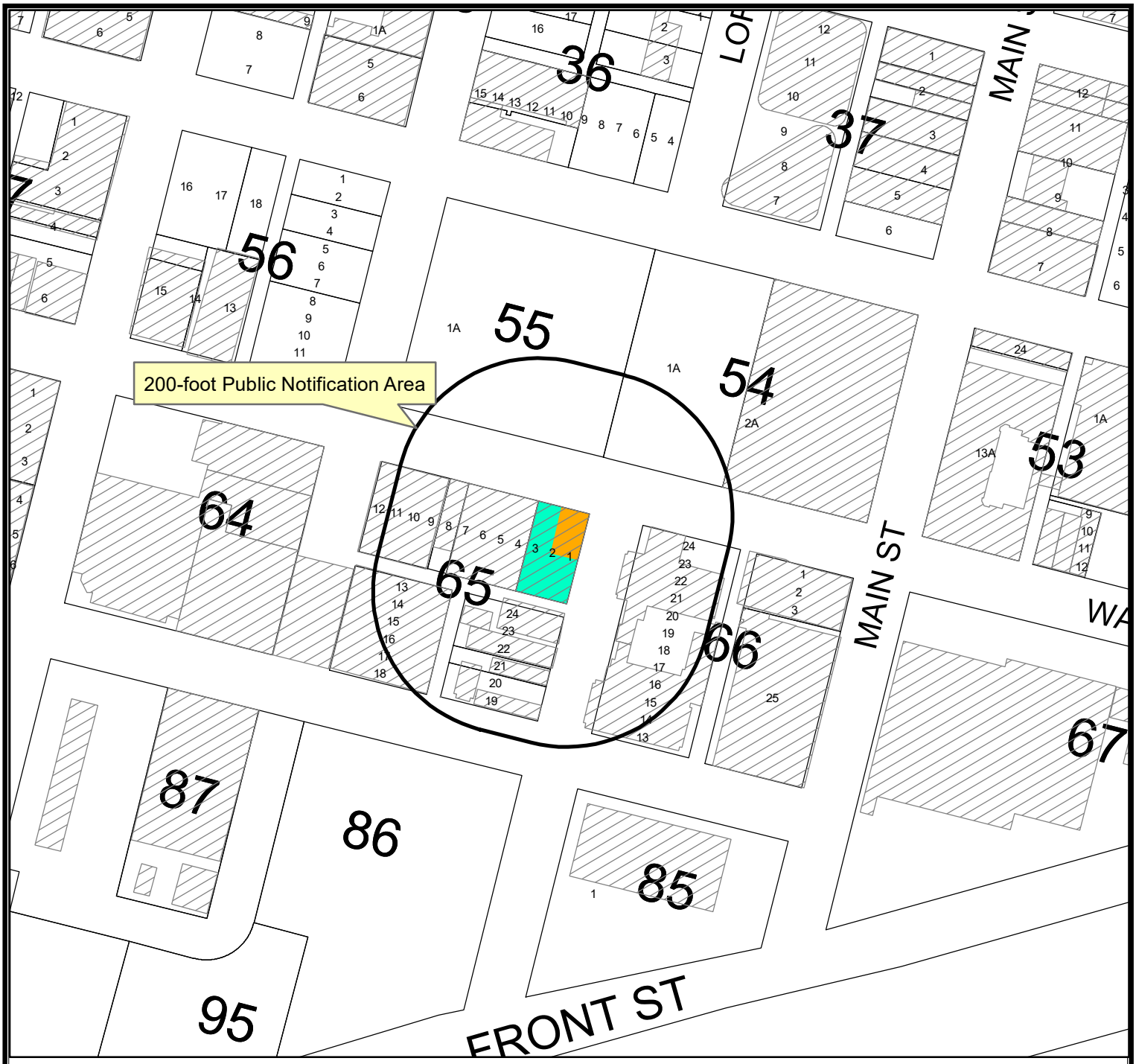
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☐ Dimensioned Floor Plan
☒ Application Fee	☐ Site Plan
Check # 1106	☐ Plans in Digital Format (PDF/JPEG) will send
Received By: V Sherman	Date: RECEIVED FEB 04 2021 VS

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

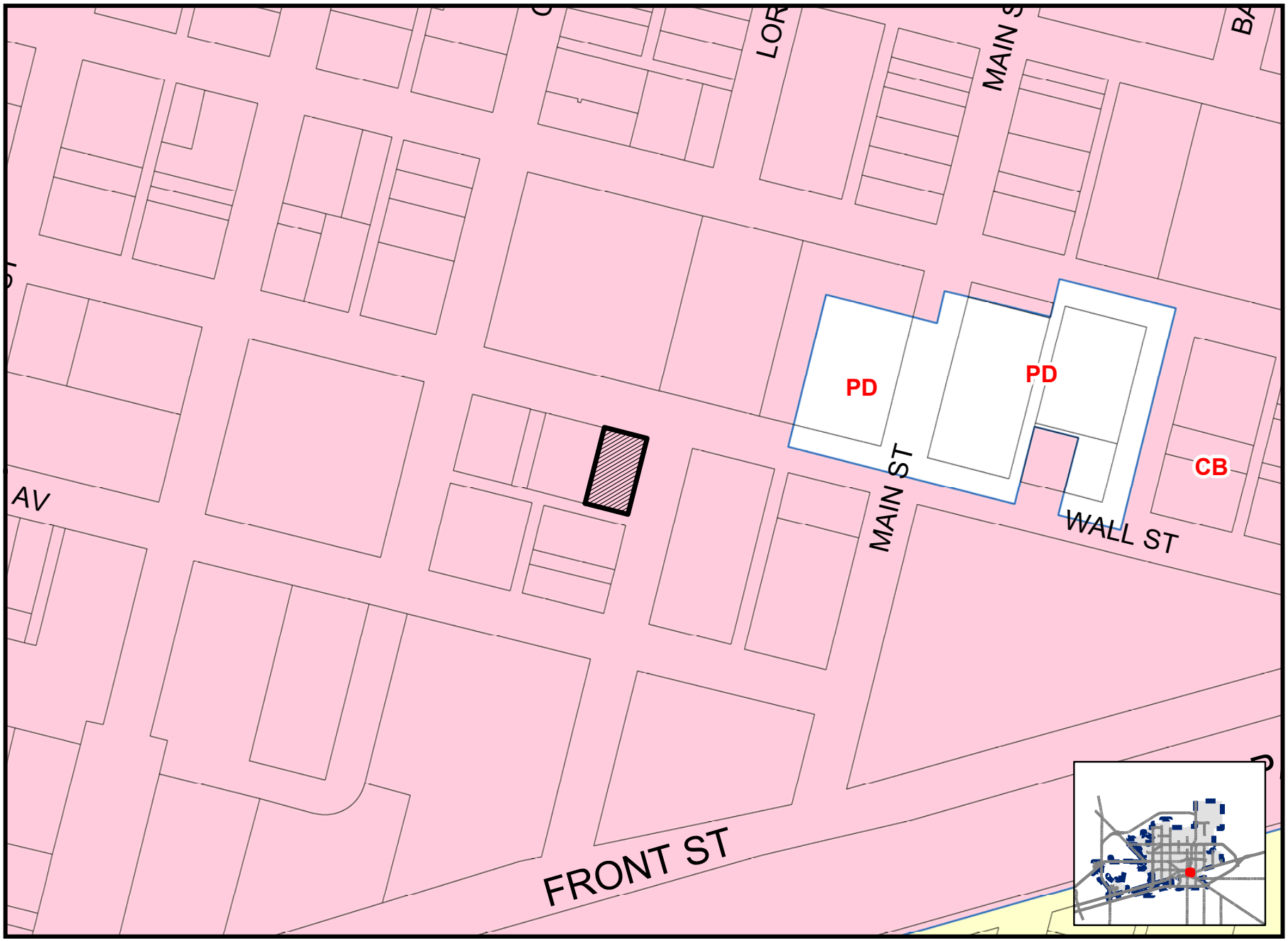
SUD-21-0095 **Scale: 1" = 200'**

Consider a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a bar on a 1,988-square foot portion of Lots 1 and 2 and the east 23.5 feet of Lot 3, Block 65, Original Town, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of W. Wall Street amd S. Loraine Street. Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By ES, 2/22/2021

SUD-21-0095

Scale: 1" = 200'

ZONING MAP

PACKET
37.15
March 23, 2021




LORAINE ST


STOP



City Council Meeting

Item Number: 38

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,881-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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)

Purpose:

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant at 3211 W. Wadley Avenue, Suite 3A, Midland, Texas 79705.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The property is located at 3211 W. Wadley Avenue, Suite 3A, in the RR, Regional Retail District. The property to the north across W. Wadley Avenue is zoned SF-2, Single-Family Dwelling District, and the location of residences. The property to the east is zoned PD, Planned Development District for a Housing Development, and the location of duplexes. The property to the south is zoned SF-2, Single-Family Dwelling District and the location of residences. The property to the west is zoned RR, Regional Retail District and the location of Whataburger and Walgreens.

Discussion:

Cung Lian Ni is requesting a Specific Use Designation for the property located at 3211 W. Wadley Avenue, Suite 3A, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned RR, Regional Retail District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 1,881 square feet, with an alcohol serviceable area of 723 square feet.

The restaurant is proposing the following hours of operation and alcohol service:

> Monday through Sunday from 10:00 a.m. to 3:00 p.m. and from 5:00 p.m. to 9:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections.

Code Administration: (Approved)

No comments.

Building Code: (Approved)

The SUD for Tokyo 1 is acceptable. The property must adhere to the current maximum occupant load of 53 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137).

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through E.

Conditions:

A. That the serviceable area of the restaurant shall be limited to approximately 723 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday from 10:00 a.m. to 3:00 p.m. and from 5:00 p.m. to 9:00 p.m.

C. That the occupancy of the establishment shall not exceed the maximum

occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

Letters of Objection:

As of March 17, 2021, staff has received one letter of objection.

Attachments:

Floor Plan (Exhibit A)
Application
Maps
Letter of Objection

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,881-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION 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, the City Code, and State law, 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 granting a Specific Use Designation With Term for a 1,881-square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Blocks 1 and 2, Imperial Heights Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of

all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 723 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Sunday from 10:00 a.m. to 3:00 p.m. and from 5:00 p.m. to 9:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

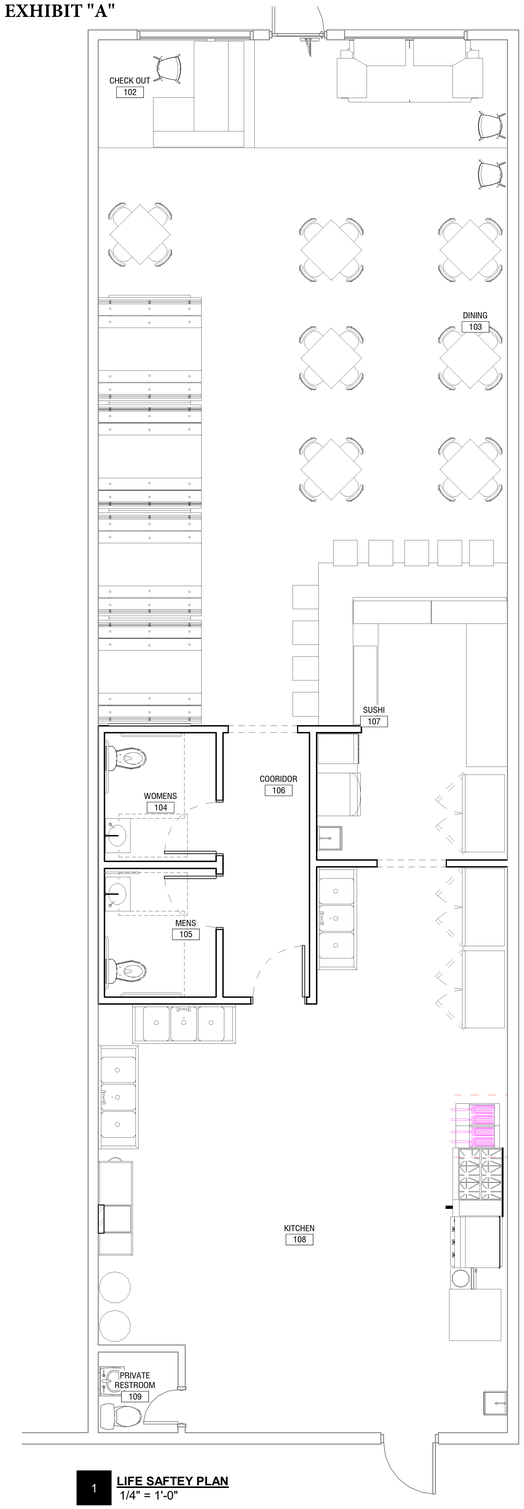
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OCCUPANT AND FIXTURE LOAD SCHEDULE

Level	Number	Name	Room Calcs		Room Capacity	Male Water Closet Load	Plumbing Loads	Female Water Closet Load	Plumbing Loads	Female Lav Load	Required Female Lavs	Male Lav Load	Plumbing Loads	Drinking Fountain Load	Plumbing Loads
			Area	SF Per Person			Required WC (Male)		Required WC (Female)				Required Male Lavs		Required Drinking Fountains
LEVEL 1	101	WAITING	92	15	7	75	0.04	75	0.04	200	0.02	200	0.02	500	0.013
LEVEL 1	102	CHECK OUT	57	30	2	500	0.00	500	0.00	750	0.00	750	0.00	1000	0.002
LEVEL 1	103	DINING	723	15	49	75	0.32	75	0.32	200	0.12	200	0.12	500	0.097
LEVEL 1	104	WOMENS	49												
LEVEL 1	105	MENS	49												
LEVEL 1	106	COORIDOR	77	0		0		0		0		0		0	
LEVEL 1	107	SUSHI	156	200	1	75	0.01	75	0.01	200	0.00	200	0.00	500	0.003
LEVEL 1	108	KITCHEN	656	200	4	75	0.03	75	0.03	200	0.01	200	0.01	500	0.008
LEVEL 1	109	PRIVATE RESTROOM	22												
			1881		63		0.41		0.41		0.15		0.15		0.123

EXHIBIT "A"



1 **LIFE SAFTEY PLAN**
1/4" = 1'-0"

BUILDING CODE SUMMARY

Name of Project: CUNG LIAN NU New Restaurant
Address: IMPERIAL SHOPPING CENTER SUITE 3A Midland, Tx
Proposed Use: Restaurant
Owner or Authorized Agent: MIDLAND, TEXAS* Phone:
Owned By: __ City / County ● Private __TX__State
Code Enforcement Jurisdiction: CITY OF MIDLAND County: MIDLAND

Zoning: *****
Land Use: *****
Lot Area: **** acres (MIDLAND, TEXAS sf)
Building Footprint Area:
Lot Coverage: 0.00%
Floor Area Ratio: 0.00 : 0

SCOPE OF WORK: MIDLAND, TEXAS*

Construction shall include all associated, mechanical, electrical, plumbing, as required for occupancy.

APPLICABLE CODES / ORDINANCES:

BUILDING CODES:
2018 International Building Code (IBC) with City of MIDLAND, TEXASammendments - Ordinance
2018 International Mechanical Code (IMC) with City of MIDLAND, TEXASammendments - Ordinance
2018 International Plumbing Code (IPC) with City of MIDLAND, TEXASammendments - Ordinance
2018 International Fire Code (IFGC) with City of MIDLAND, TEXASammendments - Ordinance
2017 National Electric Code (NEC) with City of MIDLAND, TEXASammendments - Ordinance

ZONING:
*****
OTHER STANDARDS:

2010 ADA Standards for Accessible Design
2012 Texas Accessibilty Standards (TAS)

OCCUPANCY:

Primary Occupancy: __ Assembly __ A1 __ A2 __ A3 __ A4 __ A5
● Business
__ Educational
__ Factory / Industrial __ F1 __ F2
__ High Hazard __ H1 __ H2 __ H3 __ H4
__ Institutional __ I1 __ I2 __ I3 __ I4
__ Mercantile
__ Residential __ R1 __ R2 __ R3 __ R4
__ Storage __ S1 __ S2 __ High-Piled
__ Utility
__ Parking Garage __ Open __ Enclosed __ Repair

Secondary Occupancy: N/A

Mixed Occupancy __ Yes ● No Separation:● Exception:__

GENERAL BUILDING DATA:

Construction Type: __ IA __ IB __ IIA ● IIB __ IIIA __ IIIB __ IV __ VA __VB

Mixed Construction: ● No __ Yes Types:_____

Sprinklers: ● No __ Yes __ NFPA 13 __NFPA 13R __ NFPA 13D

Standpipes: ● No __ Yes Class: __ I __ II __ III __ Wet

Fire District: ● No __ Yes

Building Height: NA

Mezzanine: ● No __ Yes

High Rise: ● No __ Yes

LIFE SAFETY REQUIREMENTS:

Emergency Lighting: __ No ● Yes

Exit Signs: __ No ● Yes

Fire Alarm: ● No __ Yes

Smoke Detection System: __ No ● Yes

Panic Hardware: ● No __ Yes

Emergency Standby Power System: ● No __ Yes

H3 DIGITAL DESIGN
200 WEST ILLINOIS
SUITE 120 MIDLAND
TEXAS, 79701
432.559.4859
tj@hddwtx.com

CLIENT

CUNG LIAN NI

INTERIOR RENOVATION FOR RESTAURANT

IMPERIAL SHOPPING CENTER SUITE 3A Midland, Tx

CODE INFORMATION

Project no. H3C20018
scale: As indicated
date: 9.23.2020

Revisions

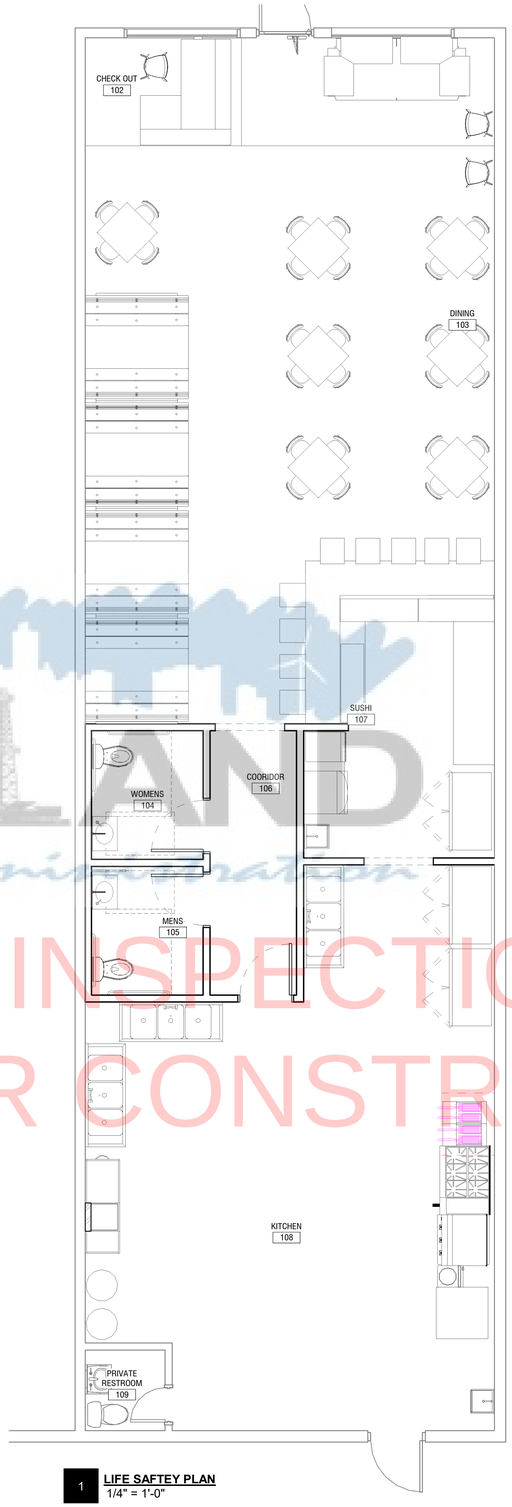
NO	DATE	DESCRIPTION

PERMIT

A-000

OCCUPANT AND FIXTURE LOAD SCHEDULE

Level	Number	Name	Room Calcs		Room Capacity	Male Water Closet Load	Plumbing Loads	Female Water Closet Load	Plumbing Loads	Female Lav Load	Required Female Lavs	Male Lav Load	Plumbing Loads	Drinking Fountain Load	Plumbing Loads
			Area	SF Per Person			Required WC (Male)		Required WC (Female)				Required Male Lavs		Required Drinking Fountains
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LEVEL 1	104	WOMENS	49												
LEVEL 1	105	MENS	49												
LEVEL 1	106	COORIDOR	77	0		0		0		0		0		0	
LEVEL 1	107	SUSHI	156	200	1	75	0.01	75	0.01	200	0.00	200	0.00	500	0.003
LEVEL 1	108	KITCHEN	656	200	4	75	0.03	75	0.03	200	0.01	200	0.01	500	0.008
LEVEL 1	109	PRIVATE RESTROOM	22												
			1881		63		0.41		0.41		0.15		0.15		0.123



1 **LIFE SAFTEY PLAN**
1/4" = 1'-0"

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Address: IMPERIAL SHOPPING CENTER SUITE 3A Midland, Tx
Proposed Use: Restaurant
Owner or Authorized Agent: MIDLAND, TEXAS* Phone:
Owned By: __ City / County ● Private __TX__State
Code Enforcement Jurisdiction: CITY OF MIDLAND County: MIDLAND

Zoning: *****
Land Use: *****
Lot Area: **** acres (MIDLAND, TEXAS sf)
Building Footprint Area:
Lot Coverage: 0.00%
Floor Area Ratio: 0.00 : 0

SCOPE OF WORK: MIDLAND, TEXAS*

Construction shall include all associated, mechanical, electrical, plumbing, as required for occupancy.

APPLICABLE CODES / ORDINANCES:

BUILDING CODES:
2018 International Building Code (IBC) with City of MIDLAND, TEXASammendments - Ordinance
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2018 International Fire Code (IFGC) with City of MIDLAND, TEXASammendments - Ordinance
2017 National Electric Code (NEC) with City of MIDLAND, TEXASammendments - Ordinance

ZONING:
*****
OTHER STANDARDS:

2010 ADA Standards for Accessible Design
2012 Texas Accessibilty Standards (TAS)

OCCUPANCY:

Primary Occupancy: __ Assembly __ A1 __ A2 __ A3 __ A4 __ A5
● Business
__ Educational
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__ Institutional __ I1 __ I2 __ I3 __ I4
__ Mercantile
__ Residential __ R1 __ R2 __ R3 __ R4
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__ Utility
__ Parking Garage __ Open __ Enclosed __ Repair

Secondary Occupancy: N/A

Mixed Occupancy __ Yes ● No Separation:● Exception:__

GENERAL BUILDING DATA:

Construction Type: __ IA __ IB __ IIA ● IIB __ IIIA __ IIIB __ IV __ VA __VB
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Standpipes: ● No __ Yes Class: __ I __ II __ III __ Wet
Fire District: ● No __ Yes
Building Height: NA
Mezzanine: ● No __ Yes
High Rise: ● No __ Yes

LIFE SAFETY REQUIREMENTS:

Emergency Lighting: __ No ● Yes
Exit Signs: __ No ● Yes
Fire Alarm: ● No __ Yes
Smoke Detection System: __ No ● Yes
Panic Hardware: ● No __ Yes
Emergency Standby Power System: ● No __ Yes

MIDLAND Code Administration
PERMITS & INSPECTIONS
APPROVED FOR CONSTRUCTION

H3 DIGITAL DESIGN
H3 DIGITAL DESIGN
200 WEST ILLINOIS
SUITE 120 MIDLAND
TEXAS, 79701
432.559.4859
tj@hddwtx.com

CLIENT

CUNG LIAN NI

INTERIOR RENOVATION FOR RESTAURANT

IMPERIAL SHOPPING CENTER SUITE 3A Midland, Tx

CODE INFORMATION

Project no. H3C20018
scale: As indicated
date: 9.23.2020

Revisions

NO	DATE	DESCRIPTION

PERMIT

A-000

MIDLAND Planning Division

Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-21-0093

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: CUNG LIAN NI		Phone (432) 349 6529 Email NICUNG6@GMIAL.com	
Address 3211 W. Wadley Ave Suite 3A	City Midland	State TX	Zip 79705

Property Owner Printed Name: Imperial Shopping Center I, LTD		Phone (432) 697-6401 Email cassidy@imperialshoppingcenter.com	
Address 3211 W. Wadley Ave	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3211 W. Wadley Ave. Suite 3A

Business Name: Tokyo I

Legal Description Lot: A0.20 Block: 1 Subdivision: Imperial Heights

Current Zoning:

Reason for Request: OPEN the RESTAURAN

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Sit down casual restaurant

Proposed/Current Days and Hours of Operation: 7 days a week 8 hrs per day

Proposed Days and Hours of Alcohol Service: 7 day a week 8 hrs per day

Total Square Footage of Business: 2100

Square Footage of Alcohol Serviceable Area: 800

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 /	**Bathroom Sinks:** 1
	Women	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 10.20.2020
Applicant (printed): CUNG LIAN NI	
Property Owner (signature):	Date: 10.20.2020
Property Owner (printed): Sean A. Molloy	

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

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 Sean Molloy who, being by me duly sworn, upon oath says: That (s)he is authorized by Imperial Shopping Center, 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 20th day of Oct, 20 20, to certify which witness my hand and seal of office.

RITA G HERNANDEZ
Notary ID #130111939
My Commission Expires
February 10, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

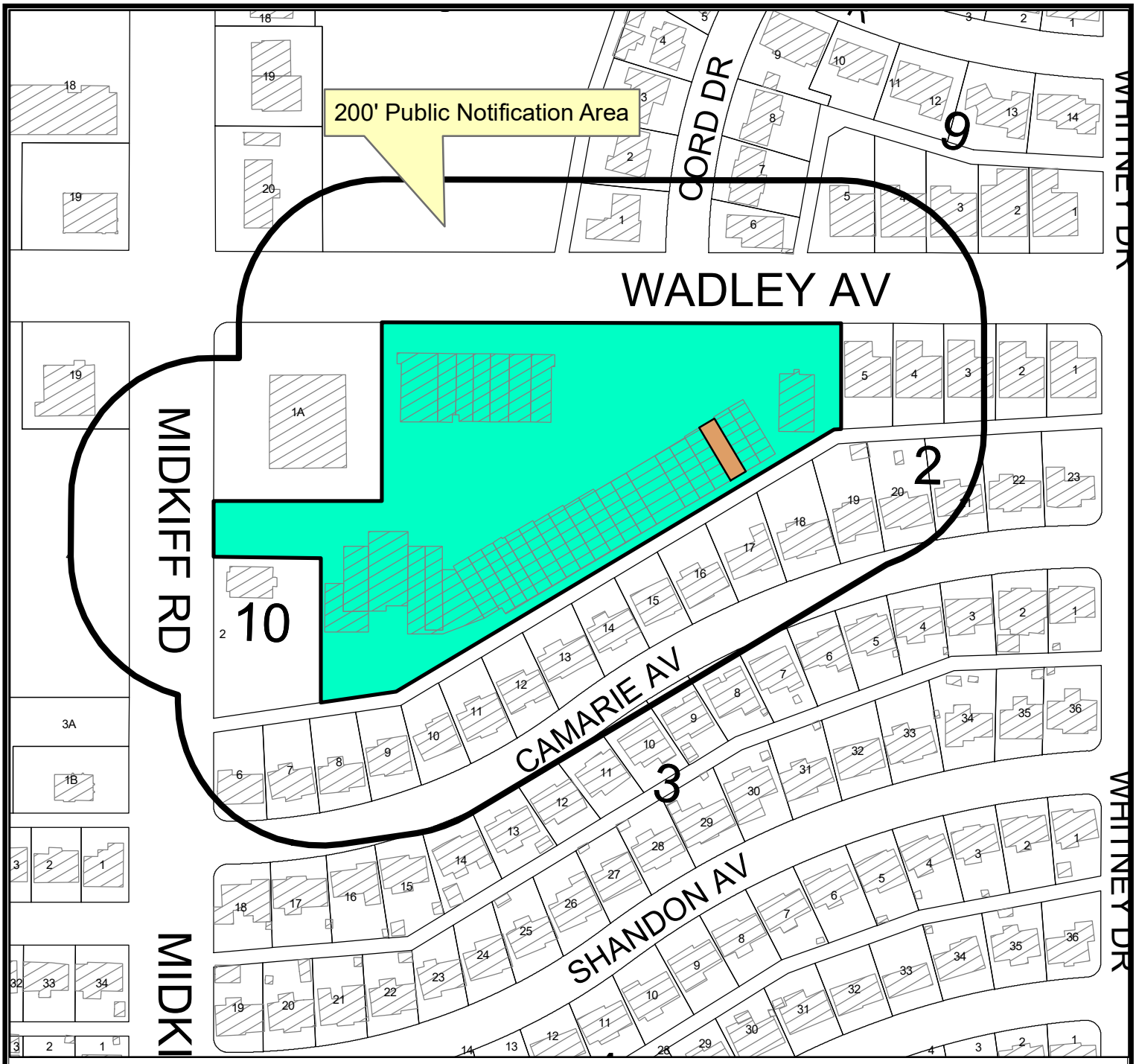
****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # credit card	☐ Plans in Digital Format (PDF/JPEG) online
Received By: EJ	Date: JAN 07 2021

RECEIVED

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

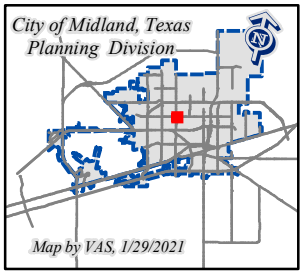
SUD-21-0093 **Scale: 1" = 200'**

Consider a request by Cung Lian Ni for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on a 1,881 square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Block 1 and 2, Imperial Heights Addition, City and County of Midland, Texas.

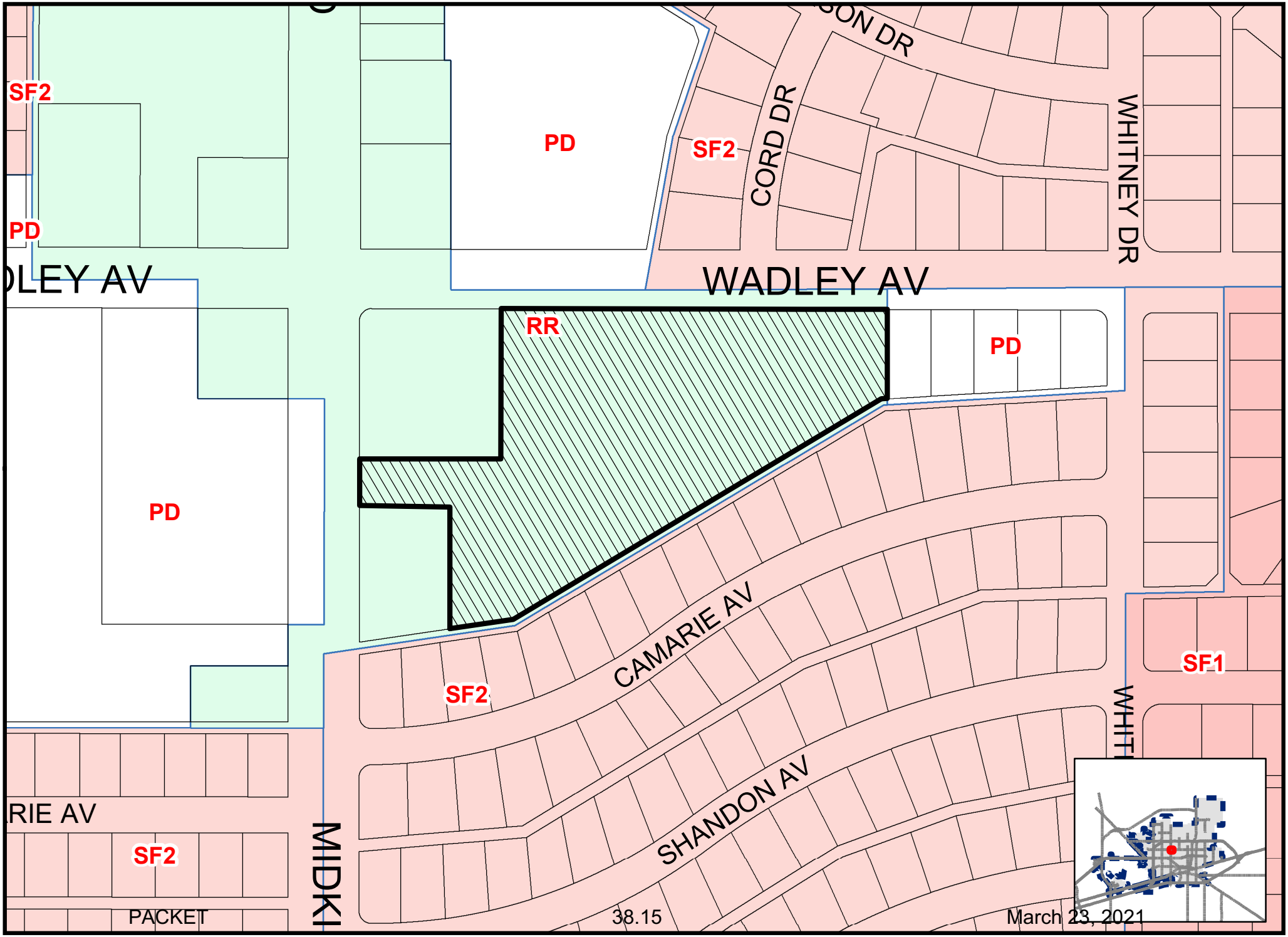
Generally located on the south side of W. Wadley Avenue, approximately 277 feet east of N. Midkiff Road. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By VAS, 1/29/2021

SUD-21-0093

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RECEIVED
FEB 16 2021
BY: .....

MIDLAND
Planning Division

ADAMS KELTON
3210 CAMARIE AV
MIDLAND TX 79705

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m.** on **Tuesday, February 16, 2021,** in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79701 and via video conference, on a request by **Cung Lian Ni** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: On a 1,881 square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Block 1 and 2, Imperial Heights Addition, City and County of Midland, Texas.

LOCATION: Generally located on the south side of W. Wadley Avenue, approximately 277 feet east of N. Midkiff Road. (Council District 3)

CURRENT ZONING: RR, Regional Retail District.

SPECIFIC USE: For the sale of all alcoholic beverages for on-premises consumption, in a restaurant.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X

Comments:

We already deal with noise, excessive trash and broken glass from the Italian restaurant. Not to mention they continuously fill our cans when their private cans are full.

Required Information:

K Adams — Property Owner's Signature
Kelton Adams — Printed Name
3210 Camarie Ave. — Property Address (**No P. O. Boxes**)

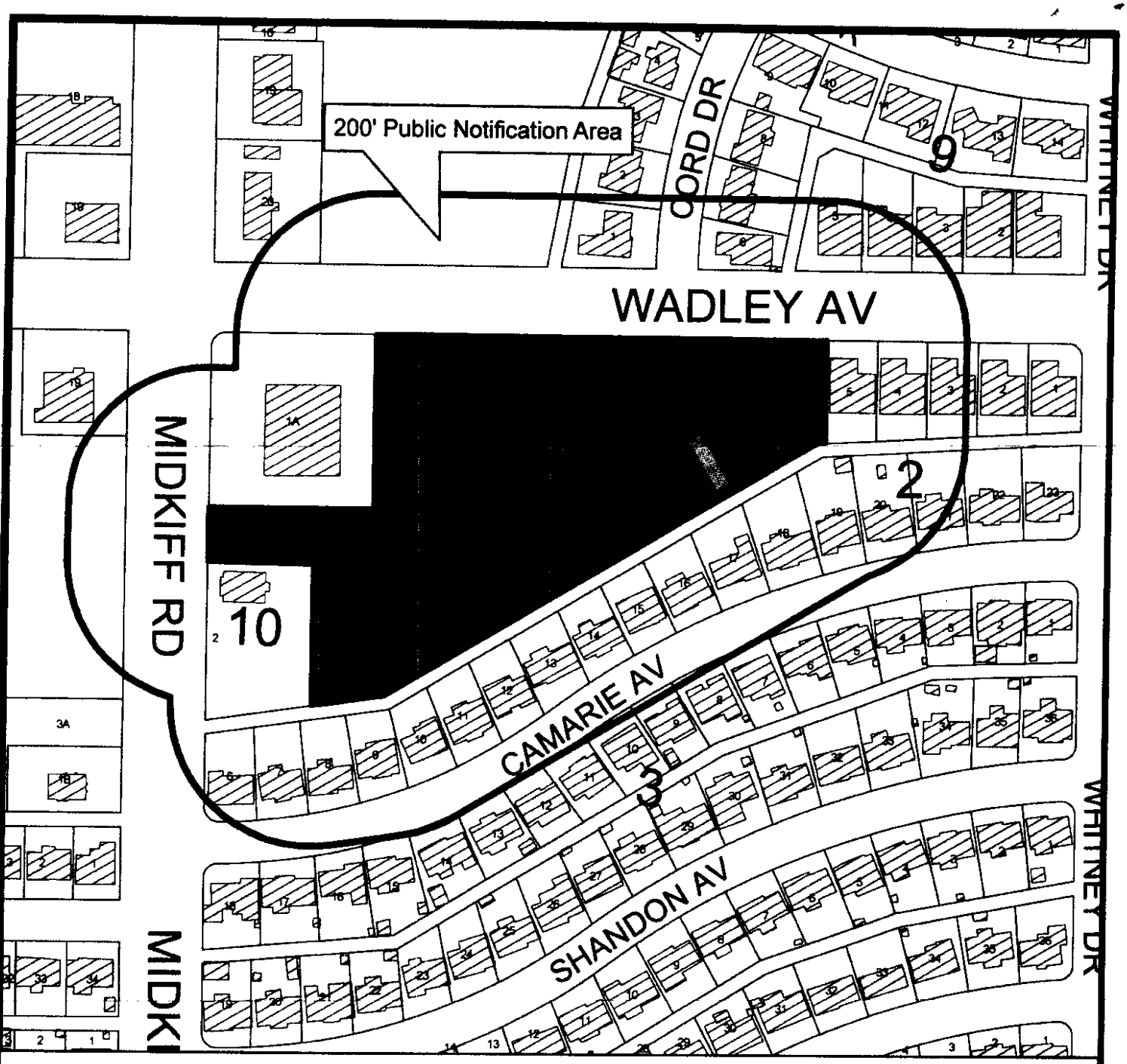
If any further information is desired, please contact the Planning Division at (432) 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : (432) 685-7400.

Notices Mailed: 43
Date Mailed: February 5, 2021
Case Number: SUD-21-0093
Case Name: Tokyo 1
VAS Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

Video conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings



LOCATION MAP

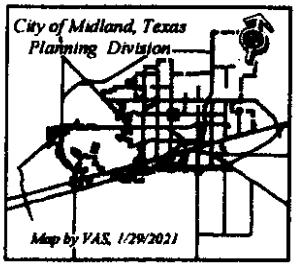
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Generally located on the south side of W. Wadley Avenue, approximately 277 feet east of N. Midkiff Road. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

RECEIVED
MAR 10 2021
BY:

ADAMS KELTON
3210 CAMARIE AV
MIDLAND TX 79705

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Tuesday**, **March 23, 2021** in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79701, on a request by **Cung Lian Ni** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: On a 1,881 square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Block 1 and 2, Imperial Heights Addition, City and County of Midland, Texas.

LOCATION: Generally located on the south side of W. Wadley Avenue, approximately 277 feet east of N. Midkiff Road. (Council District 3)

CURRENT ZONING: RR, Regional Retail District.

SPECIFIC USE: For the sale of all alcoholic beverages for on-premises consumption, in a restaurant.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** This is the 3rd time I've objected to this request. We already deal w/ increased trash, noise, broken glass from the Italian restaurant. Not to mention additional trash containers along our fence line in the alley.

Required Information:

K Adams
Property Owner's Signature

Kelton Adams
Printed Name

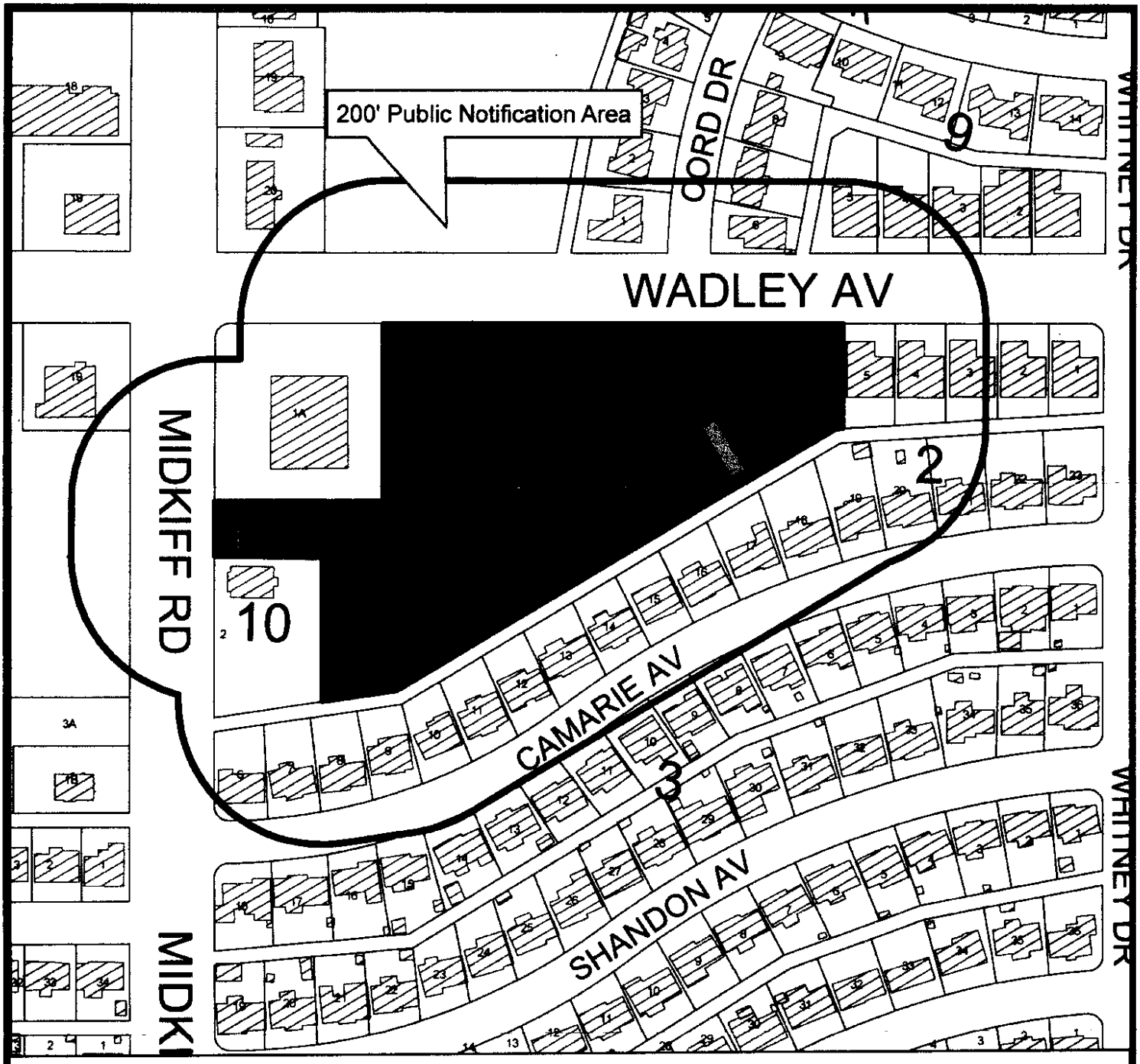
3210 Camarie Ave.
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at (432) 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : (432) 685-7400.

Notices Mailed: 43
Date Mailed: March 5, 2021
Case Number: SUD-21-0093
Case Name: Tokyo 1
VAS Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



LOCATION MAP

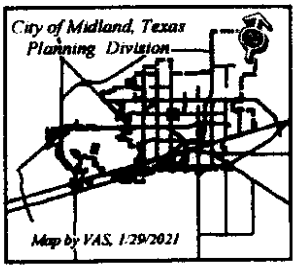
SUD-21-0093 **Scale: 1" = 200'**

Consider a request by Cung Lian Ni for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on a 1,881 square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Block 1 and 2, Imperial Heights Addition, City and County of Midland, Texas.

Generally located on the south side of W. Wadley Avenue, approximately 277 feet east of N. Midkiff Road. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




OPEN


SHEAR KOUNTRY
Hair and Nail
Salon
Fancy
Flowers
Full Service Florist
SHEAR KOUNTRY
TOKYO I
ROYALTY FINISHES
ROYALTY
Finishes
Edward Jones
EDWARD JONES
DANCE CENTER
JK DANCE CENTER
GMC



City Council Meeting

Item Number: 39

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie Sherman, Senior Planner

Subject: **AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)**

Purpose:

Consider an ordinance for an annexation of a 24.5578-acres tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicant, IDEA Henry Public School, is requesting to annex a 24.5578-acres tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

On January 15, 2021, the service agreement between the City and the property owner was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objection to annexation.

Fire: (Approved)

No comments.

Code Administration: (Approved)

No objections.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

As this proposed development will conform with the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on March 23, 2021, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on March 5, 2021, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on March 10, 2021; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 24.5578-acre tract of land out of Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by

metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

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 the purpose of recording in the Deed 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

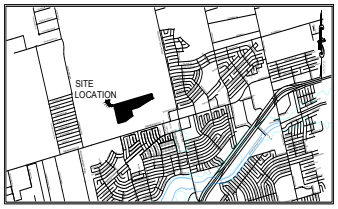
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A

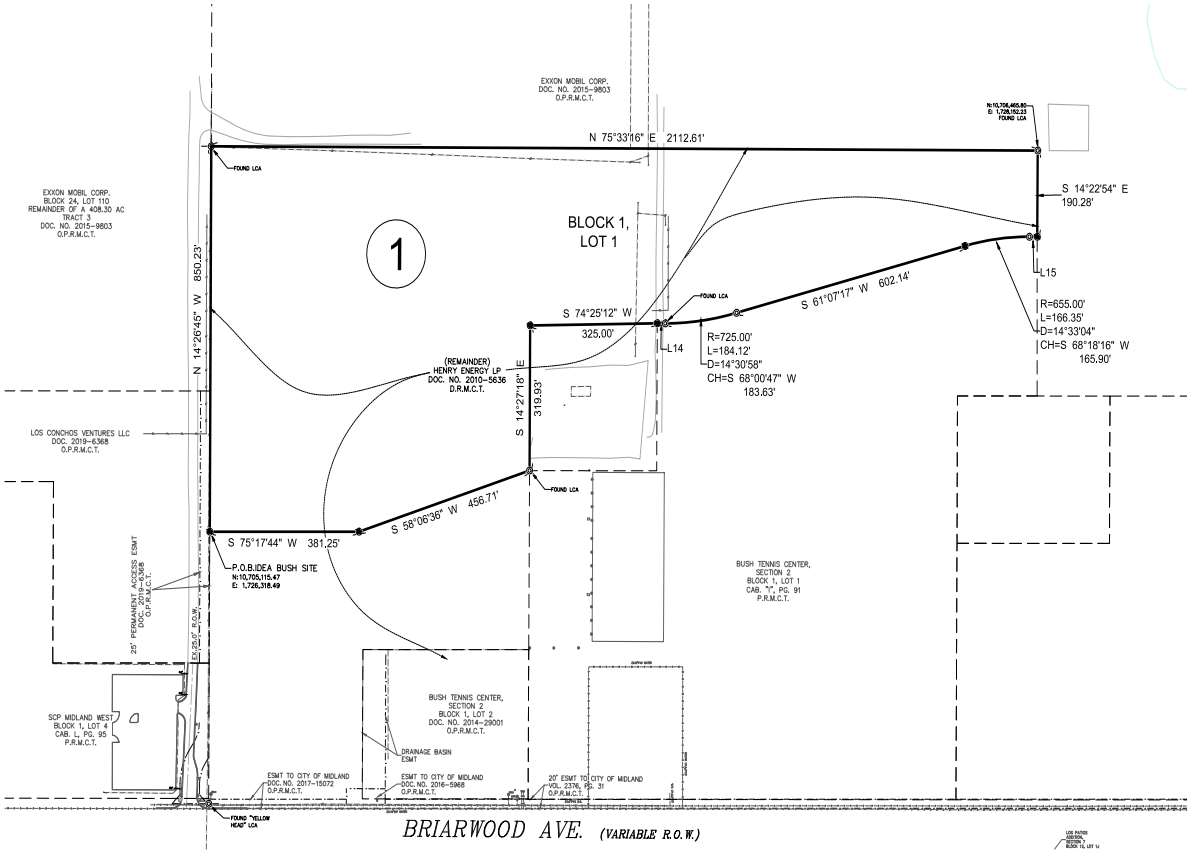
ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

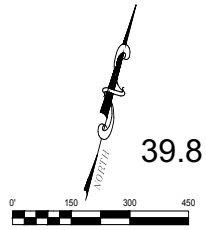


VICINITY MAP
(NOT TO SCALE)



LEGEND

- DENOTES SET ⅝" IRON ROD w/ RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES LOT LINES
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES FUTURE EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- D.R.M.C.T. DEED RECORDS, MIDLAND COUNTY, TEXAS
- P.R.M.C.T. PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
- O.P.R.M.C.T. OFFICIAL PLAT RECORDS, MIDLAND COUNTY, TEXAS
- C.C. No. COUNTY CLERK'S INSTRUMENT NUMBER



39.8

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

STATE OF TEXAS
KERRY M. HOEFNER
4562
REGISTERED
PROFESSIONAL
LAND SURVEYOR

13 JAN, 2021

WEST COMPANY

SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

March 23, 2021

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

PACKET

© COPYRIGHT 2020 ALL RIGHTS RESERVED

E:_03_WESTCO\2020\2020-0103 IDEA - BUSH\DIBUJOS\2020-0103 ANNEX EXHIBIT 2021-01-13.DWG

EXHIBIT B

DESCRIPTION – IDEA BUSH SCHOOL SITE

BEING a 24.5578 acre tract lying and being situated in Section 24, Block 40, T-1-S, T & P RR Co. Survey, in the City of Midland, Midland County, Texas and being a portion of that certain tract described in General Warranty Deed to Henry Energy LP, recorded in Document Number 2010-5636, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (N: 10,705,115.47; E: 1,726,318.49) at a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) located on the west line of the remainder of said Henry Energy LP tract; said set iron rod also being located South 14 degrees 26 minutes 45 seconds East, 539.84 feet from a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said Beginning Point also being on the east line of that certain tract described in deed to Los Conchos Ventures LLC, recorded in Document Number 2019-6368, O.P.R.M.C.T.;

THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

THENCE North 75 degrees 33 minutes 16 seconds East, along the north line of said Henry Energy LP tract and the south line of said Exxon Mobil Corp. tract, a distance of 2112.61 feet a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northeast corner of said Henry Energy LP tract;

THENCE South 14 degrees 22 minutes 54 seconds East, along the east line of said Henry Energy LP tract, a distance of 190.28 feet to a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) for the most northerly southeast corner of said Henry Energy LP tract;

THENCE South 75 degrees 34 minutes 48 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the beginning of a curve to the left having a radius of 655.00 feet and a chord bearing South 68 degrees 18 minutes 16 seconds West, 165.90 feet;

THENCE Southwesterly, along said curve to left and the south line of said Henry Energy LP tract, through a central angle of 14 degrees 33 minutes 04 seconds, an arc distance of 166.35 feet to a set iron rod for the end of said curve;

(Description continued on Page 2 of 2)

(Description continued from Page 1 of 2)

THENCE South 61 degrees 07 minutes 17 seconds West, along the south line of said Henry Energy LP tract, a distance of 602.14 feet to a set iron rod for the beginning of a curve to the right having a radius of 725.00 feet and a chord bearing South 68 degrees 00 minutes 47 seconds West, 183.63 feet;

THENCE Southwesterly, along said curve to the right and the south line of said Henry Energy LP tract, an arc distance of 184.12 feet to found 1/2 inch iron rod with yellow plastic cap marked "LCA" for the end of said curve;

THENCE South 75 degrees 59 minutes 21 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.59 feet to a set iron rod;

THENCE South 74 degrees 25 minutes 12 seconds West, a distance of 325.00 feet to a set iron rod;

THENCE South 14 degrees 27 minutes 18 seconds East, a distance of 319.93 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found at an angle point in the south line of said Henry Energy LP tract;

THENCE South 58 degrees 06 minutes 36 seconds West, a distance of 456.71 feet to a set iron rod;

THENCE South 75 degrees 17 minutes 44 seconds West, along the south line of said Henry Energy LP tract and said north right-of-way line, a distance of 381.25 feet to the Point of Beginning and containing 24.5578 acres of land.

Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN, 2021



PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

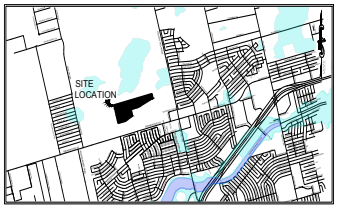
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A

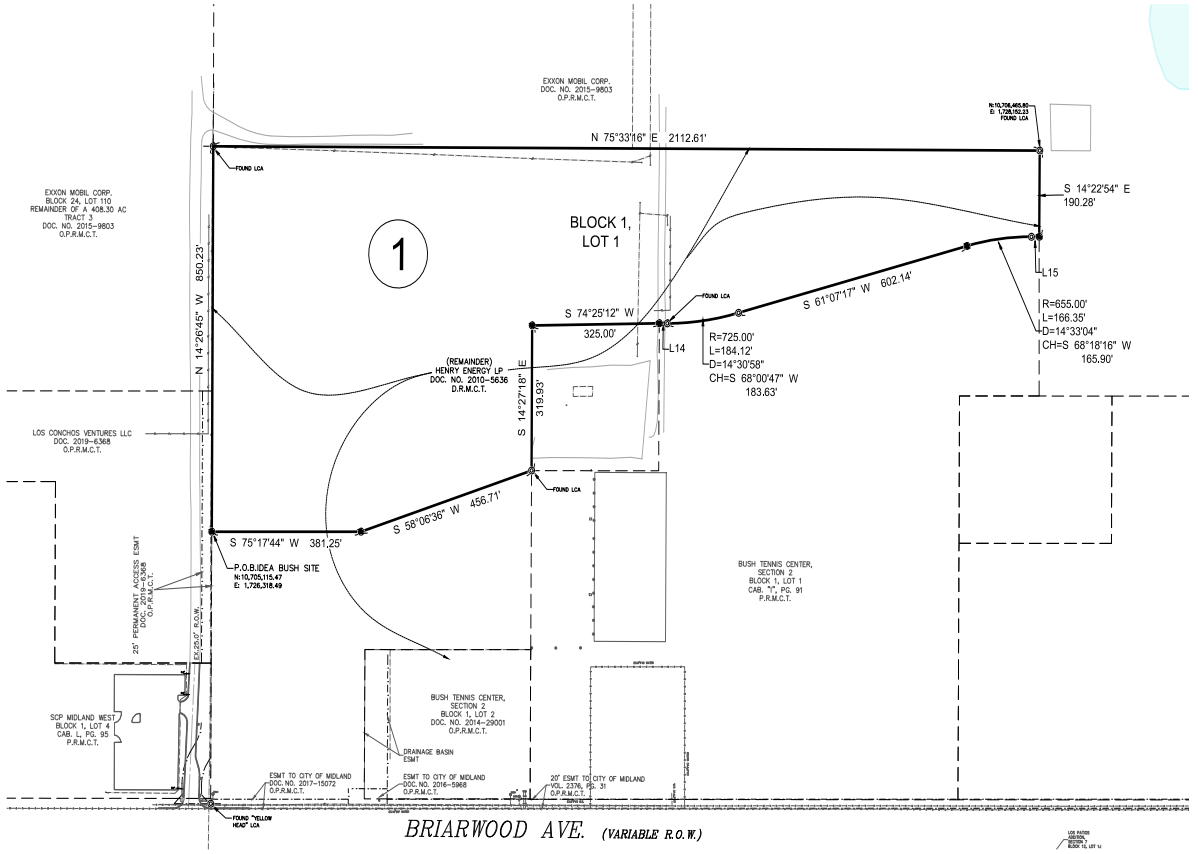
ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



VICINITY MAP
(NOT TO SCALE)



LEGEND

- DENOTES SET ⅝" IRON ROD w/ RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
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- C.C. No. COUNTY CLERK'S INSTRUMENT NUMBER

NORTH

0' 150 300 450
SCALE 1" = 150'

39.12

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

STATE OF TEXAS
KERRY M. HOEFNER
4562
REGISTERED
PROFESSIONAL
LAND SURVEYOR

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

13 JAN, 2021

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

March 23, 2021

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

© COPYRIGHT 2020 ALL RIGHTS RESERVED

PACKET

E:_03_WESTCO\2020\2020-0103 IDEA - BUSH\DIBUJOS\2020-0103 ANNEX EXHIBIT 2021-01-13.DWG

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THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

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(Description continued on Page 2 of 2)

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Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN, 2021



SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 15 day of January 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and IDEA PUBLIC SCHOOLS, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **24.5578-acre tract of land, located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER 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 PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., 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, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY 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 PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

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

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

B. **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 PETITIONER: IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, TX 78596

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

C. **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.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **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.

F. **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.

G. **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, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of 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 fifty (150) 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 PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER 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 CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'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, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Leanne Hernandez

Title: CO-Chief Financial Officer

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this 15 day of January, 2021 personally appeared, Leanne Hernandez, an officer of IDEA Public Schools, 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 15 day of January, 2021.

_____

Notary Public, State of Texas

MELISA ABASCAL-ANZALDUA
Notary Public, State of Texas
Comm. Expires 05-11-2022
Notary ID 131564939

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022



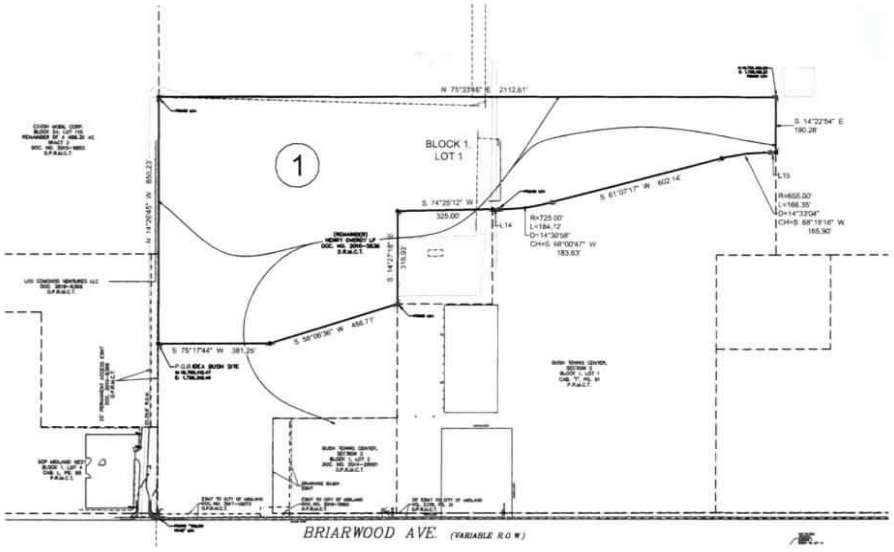
VICINITY MAP
(NOT TO SCALE)

EXHIBIT A

ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



LEGEND

- DENOTES SET "X" IRON ROD w/ RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES LOT LINES
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES FUTURE EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- (DRMCT) DEED RECORDS, MIDLAND COUNTY, TEXAS
- (PRMCT) PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
- (OPRMCT) OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
- CC# COUNTY CLERK'S INSTRUMENT NUMBER



SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoehner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEHNER, R.P.L.S. #5613
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

19 JAN, 2021

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

WEST COMPANY

SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

© COPYRIGHT 2020 ALL RIGHTS RESERVED

I:_SI_WEST\20\20012020-0103 IDEA - Bush\DWG\20200103 ANNEX EXHIBIT 2021-01-13.DWG

EXHIBIT B

DESCRIPTION – IDEA BUSH SCHOOL SITE

BEING a 24.5578 acre tract lying and being situated in Section 24, Block 40, T-1-S, T & P RR Co. Survey, in the City of Midland, Midland County, Texas and being a portion of that certain tract described in General Warranty Deed to Henry Energy LP, recorded in Document Number 2010-5636, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (N: 10,705,115.47; E: 1,726,318.49) at a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) located on the west line of the remainder of said Henry Energy LP tract; said set iron rod also being located South 14 degrees 26 minutes 45 seconds East, 539.84 feet from a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said Beginning Point also being on the east line of that certain tract described in deed to Los Conchos Ventures LLC, recorded in Document Number 2019-6368, O.P.R.M.C.T.;

THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

THENCE North 75 degrees 33 minutes 16 seconds East, along the north line of said Henry Energy LP tract and the south line of said Exxon Mobil Corp. tract, a distance of 2112.61 feet a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northeast corner of said Henry Energy LP tract;

THENCE South 14 degrees 22 minutes 54 seconds East, along the east line of said Henry Energy LP tract, a distance of 190.28 feet to a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) for the most northerly southeast corner of said Henry Energy LP tract;

THENCE South 75 degrees 34 minutes 48 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the beginning of a curve to the left having a radius of 655.00 feet and a chord bearing South 68 degrees 18 minutes 16 seconds West, 165.90 feet;

THENCE Southwesterly, along said curve to left and the south line of said Henry Energy LP tract, through a central angle of 14 degrees 33 minutes 04 seconds, an arc distance of 166.35 feet to a set iron rod for the end of said curve;

(Description continued on Page 2 of 2)

(Description continued from Page 1 of 2)

THENCE South 61 degrees 07 minutes 17 seconds West, along the south line of said Henry Energy LP tract, a distance of 602.14 feet to a set iron rod for the beginning of a curve to the right having a radius of 725.00 feet and a chord bearing South 68 degrees 00 minutes 47 seconds West, 183.63 feet;

THENCE Southwesterly, along said curve to the right and the south line of said Henry Energy LP tract, an arc distance of 184.12 feet to found 1/2 inch iron rod with yellow plastic cap marked "LCA" for the end of said curve;

THENCE South 75 degrees 59 minutes 21 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.59 feet to a set iron rod;

THENCE South 74 degrees 25 minutes 12 seconds West, a distance of 325.00 feet to a set iron rod;

THENCE South 14 degrees 27 minutes 18 seconds East, a distance of 319.93 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found at an angle point in the south line of said Henry Energy LP tract;

THENCE South 58 degrees 06 minutes 36 seconds West, a distance of 456.71 feet to a set iron rod;

THENCE South 75 degrees 17 minutes 44 seconds West, along the south line of said Henry Energy LP tract and said north right-of-way line, a distance of 381.25 feet to the Point of Beginning and containing 24.5578 acres of land.

Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN. 2021



DocuSign Envelope ID: 1F5D5975-8034-49DB-9395-904CB9CE1145

MIDLAND Planning Division

Annexation/Initial Zoning Application

Project Number: A-20-0023

Case Number: Z-20-0201

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Larry H. Walker, PE		Phone (432)528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St. Suite 110	City Midland	State Texas	Zip 79701

Property Owner Printed Name: IDEA PUBLIC SCHOOLS		Phone (432)528-3159 Email lwalker@team-west.com	
Address 2115 W. PIKE BLVD.	City WESLACEO	State Texas	Zip 78596

Representative *(if different from Applicant or Property Owner)* Firm: WEST COMPANY OF MIDLAND, LLC Printed Name: Larry H. Walker, PE		Phone (432)528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St. Suite 110	City Midland	State Texas	Zip 79701

Street Address: Navasoto and Briarwood

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request:
Property is being platted and will be used for a New K12 Academy and Prepatory school site

Present Use of Property: Agricultural

Proposed Use of Property: New K12 Academy and Prepatory School Site

How would this annexation/zone change affect the public health, safety and welfare?
Annexation of this propertrty would allow for a New K12 Academy and Prepatory school to be built that would benefit the entire area.

Describe how this annexation/zone change will affect adjacent properties:
Adjacent properties are currently oil production and multifamily to the West, The Bush Tennis Center is directly to the East and single family development is located across Briarwood to the South. Addition of this property will provide a new resource for families in the area and provide additional infrastucture for adjacent properties with no negative impacts.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

OCT 19 2020

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 10/13/20
Applicant (printed): Larry H. Walker, PE	
Property Owner (signature):	Date: 10/1/2020
Property Owner (printed) : Carlo Hershberger, Co-Chief Financial Officer IDEA Public Schools	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Larry H. Walker who, being by me duly sworn, upon oath says: That (s)he is authorized by Carlo Hershberger, 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 13th day of October, 2020, to certify which witness my hand and seal of office.

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

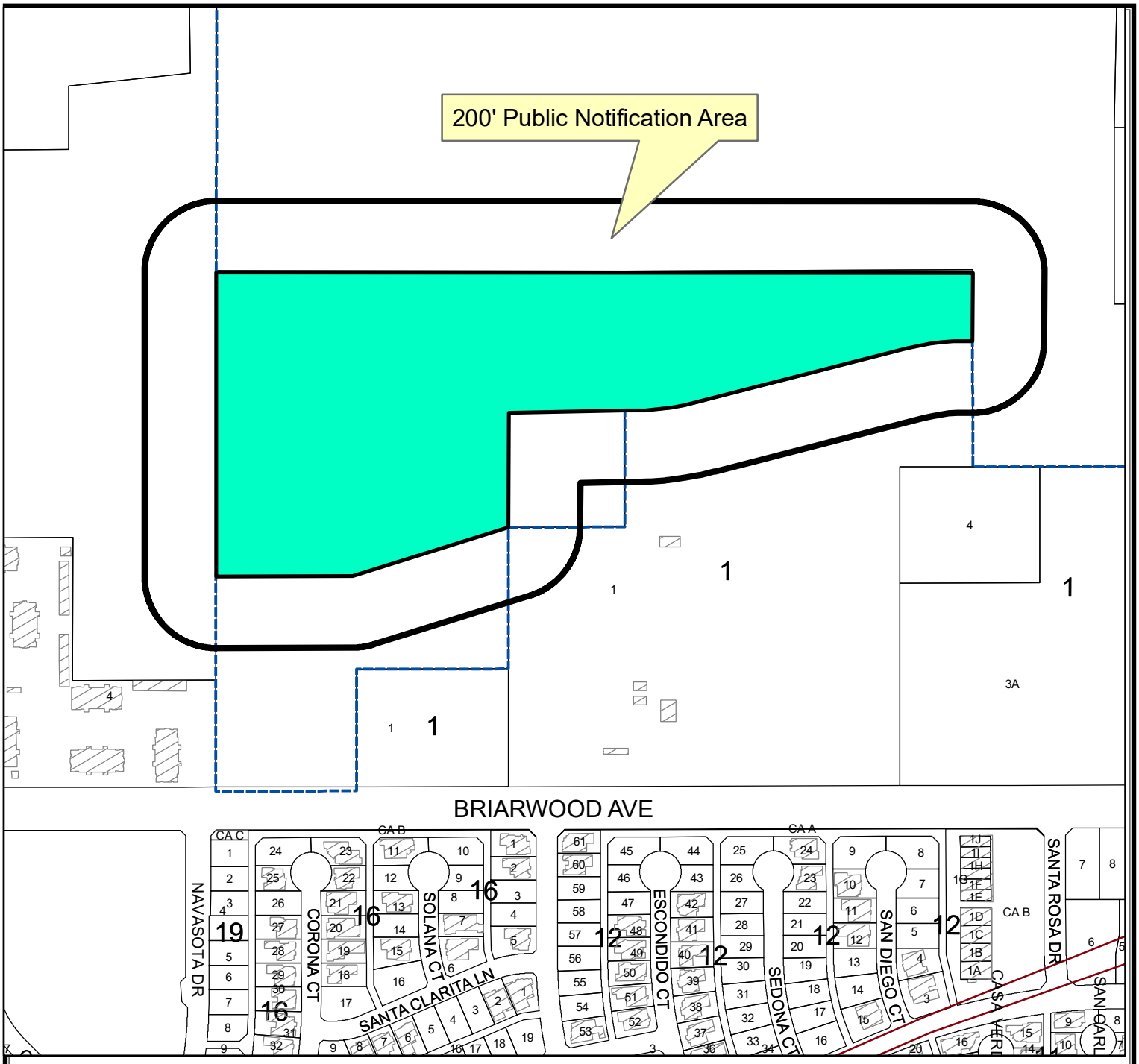
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 25685
- ☑ Metes and Bounds (Sealed by Surveyor)
- ☑ Files in Digital Format (PDF/JPEG)
- ☐ Petition

Received By: gac Date:

RECEIVED
OCT 19 2020
BY:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

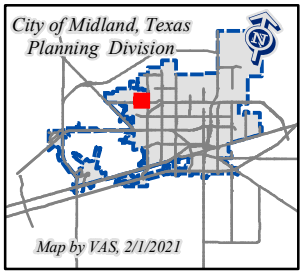
A-20-0023/Z-20-0201 **Scale: 1" = 400'**

Consider a request for the annexation and initial zoning of a 24.5578- acre tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

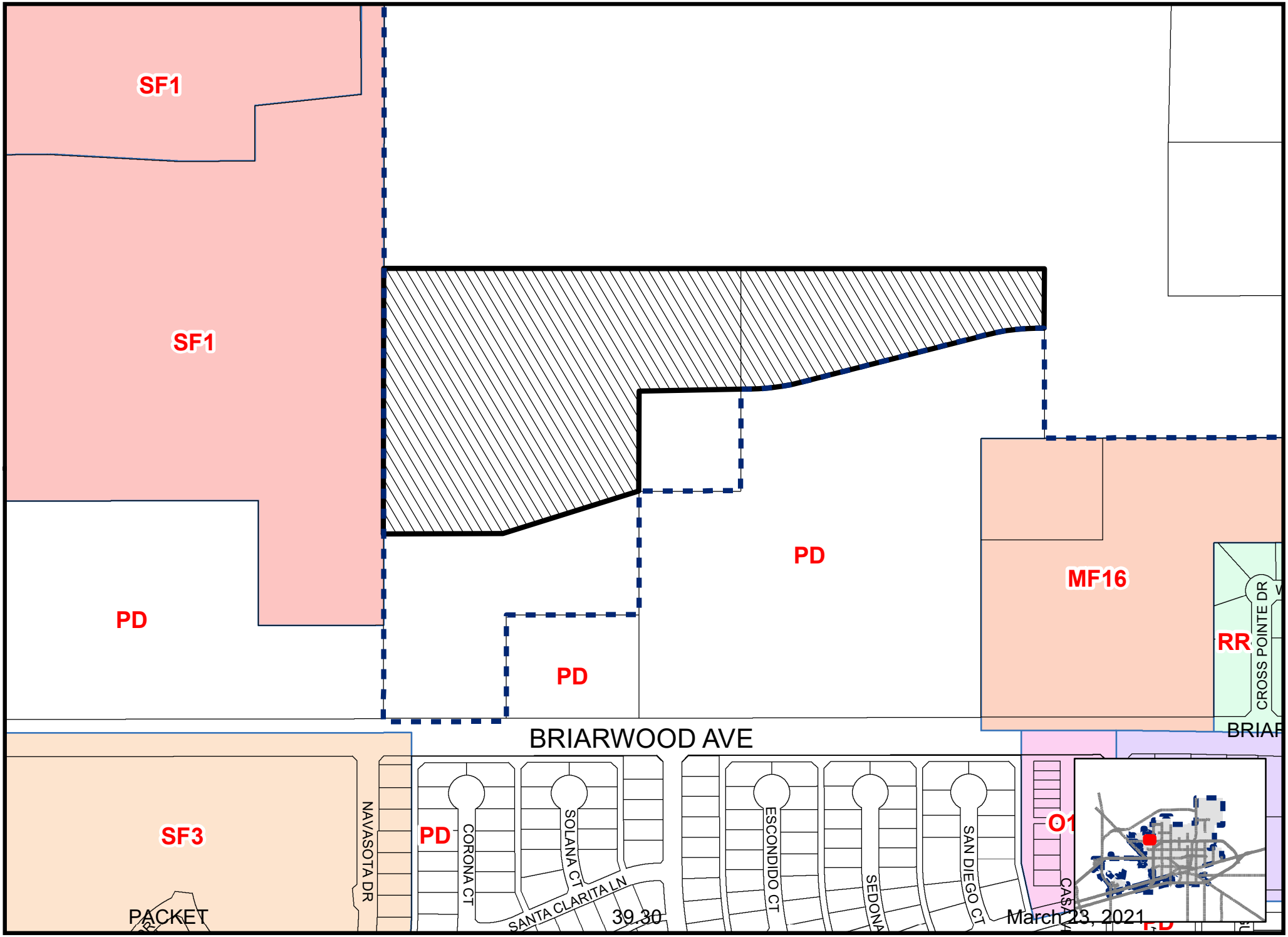
Generally located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



March 23, 2021



Map By VAS, 3/9/2021

A-20-0023/Z-20-0201 **Scale: 1" = 200'**

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 40

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie Sherman, Senior Planner

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance on a request by IDEA Henry Public Schools for the initial zoning of a 24.5578-acres tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicant, IDEA Henry Public School, is requesting for the initial zoning of a 24.5578-acres tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County,

Texas, located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive, which is currently being annexed, to be LR, Local Retail District.

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No objections to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

All future development will be required to meet the requirements of IFC 2015 ed. and local ordinances. Including the addition of fire hydrants.

Code Administration: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat inside City Limits.

Planning:

The Future Land Use Map in Tall City Tomorrow Comprehensive Plan calls for Urban-Medium uses in this location, encompassing a mix of housing types, neighborhood and community commercial, office and service uses.

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this initial zoning of LR, Local Retail District, subject to condition A.

Conditions:

A. That the use and development of the property shall conform to the regulations of the LR, Local Retail District.

Letters of Objection:

As of March 17, 2021, staff has received one letter in favor to this request and no letters of objection to this request.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application
Maps
Letter in Favor

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on March 23, 2021 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an LR, Local Retail District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classification of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as

an LR, Local Retail District, and the Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of this initial zoning classification.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ___day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

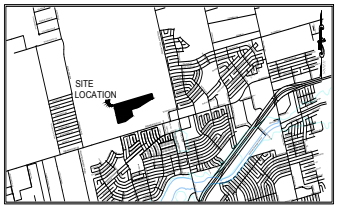
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A

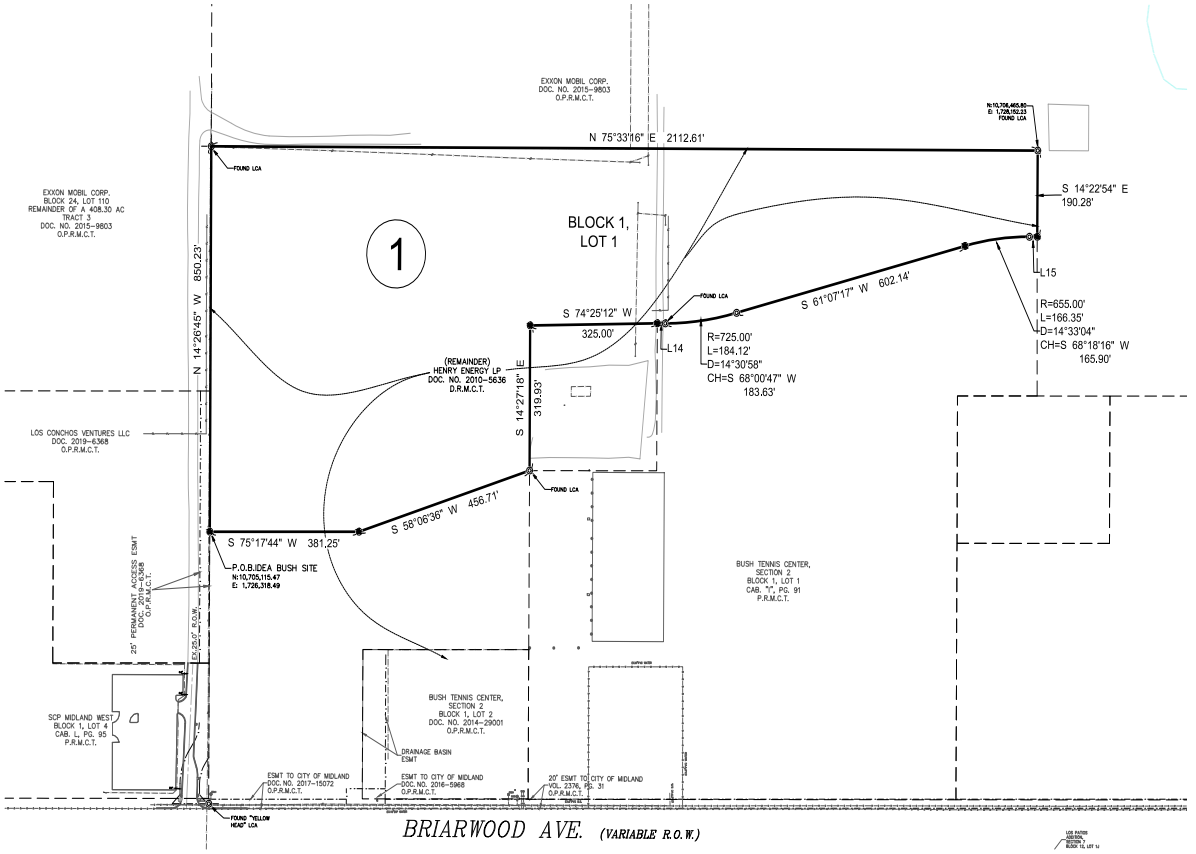
ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

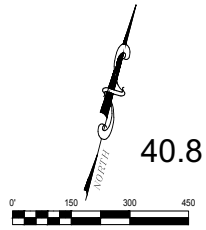


VICINITY MAP
(NOT TO SCALE)



LEGEND

- DENOTES SET ⅝" IRON ROD w/ RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES LOT LINES
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES FUTURE EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- D.R.M.C.T. DEED RECORDS, MIDLAND COUNTY, TEXAS
- P.R.M.C.T. PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
- O.P.R.M.C.T. OFFICIAL PLAT RECORDS, MIDLAND COUNTY, TEXAS
- C.C. No. COUNTY CLERK'S INSTRUMENT NUMBER



40.8

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

STATE OF TEXAS
KERRY M. HOEFNER
4562
REGISTERED
PROFESSIONAL
LAND SURVEYOR

13 JAN, 2021

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

WEST COMPANY

March 23, 2021

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

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PACKET

E:_03_WESTCO\2020\2020-0103 IDEA - BUSH\DIBUJOS\2020-0103 ANNEX EXHIBIT 2021-01-13.DWG

EXHIBIT B

DESCRIPTION – IDEA BUSH SCHOOL SITE

BEING a 24.5578 acre tract lying and being situated in Section 24, Block 40, T-1-S, T & P RR Co. Survey, in the City of Midland, Midland County, Texas and being a portion of that certain tract described in General Warranty Deed to Henry Energy LP, recorded in Document Number 2010-5636, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (N: 10,705,115.47; E: 1,726,318.49) at a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) located on the west line of the remainder of said Henry Energy LP tract; said set iron rod also being located South 14 degrees 26 minutes 45 seconds East, 539.84 feet from a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said Beginning Point also being on the east line of that certain tract described in deed to Los Conchos Ventures LLC, recorded in Document Number 2019-6368, O.P.R.M.C.T.;

THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

THENCE North 75 degrees 33 minutes 16 seconds East, along the north line of said Henry Energy LP tract and the south line of said Exxon Mobil Corp. tract, a distance of 2112.61 feet a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northeast corner of said Henry Energy LP tract;

THENCE South 14 degrees 22 minutes 54 seconds East, along the east line of said Henry Energy LP tract, a distance of 190.28 feet to a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) for the most northerly southeast corner of said Henry Energy LP tract;

THENCE South 75 degrees 34 minutes 48 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the beginning of a curve to the left having a radius of 655.00 feet and a chord bearing South 68 degrees 18 minutes 16 seconds West, 165.90 feet;

THENCE Southwesterly, along said curve to left and the south line of said Henry Energy LP tract, through a central angle of 14 degrees 33 minutes 04 seconds, an arc distance of 166.35 feet to a set iron rod for the end of said curve;

(Description continued on Page 2 of 2)

(Description continued from Page 1 of 2)

THENCE South 61 degrees 07 minutes 17 seconds West, along the south line of said Henry Energy LP tract, a distance of 602.14 feet to a set iron rod for the beginning of a curve to the right having a radius of 725.00 feet and a chord bearing South 68 degrees 00 minutes 47 seconds West, 183.63 feet;

THENCE Southwesterly, along said curve to the right and the south line of said Henry Energy LP tract, an arc distance of 184.12 feet to found 1/2 inch iron rod with yellow plastic cap marked "LCA" for the end of said curve;

THENCE South 75 degrees 59 minutes 21 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.59 feet to a set iron rod;

THENCE South 74 degrees 25 minutes 12 seconds West, a distance of 325.00 feet to a set iron rod;

THENCE South 14 degrees 27 minutes 18 seconds East, a distance of 319.93 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found at an angle point in the south line of said Henry Energy LP tract;

THENCE South 58 degrees 06 minutes 36 seconds West, a distance of 456.71 feet to a set iron rod;

THENCE South 75 degrees 17 minutes 44 seconds West, along the south line of said Henry Energy LP tract and said north right-of-way line, a distance of 381.25 feet to the Point of Beginning and containing 24.5578 acres of land.

Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN, 2021



PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

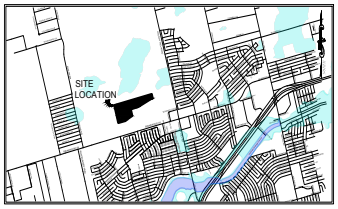
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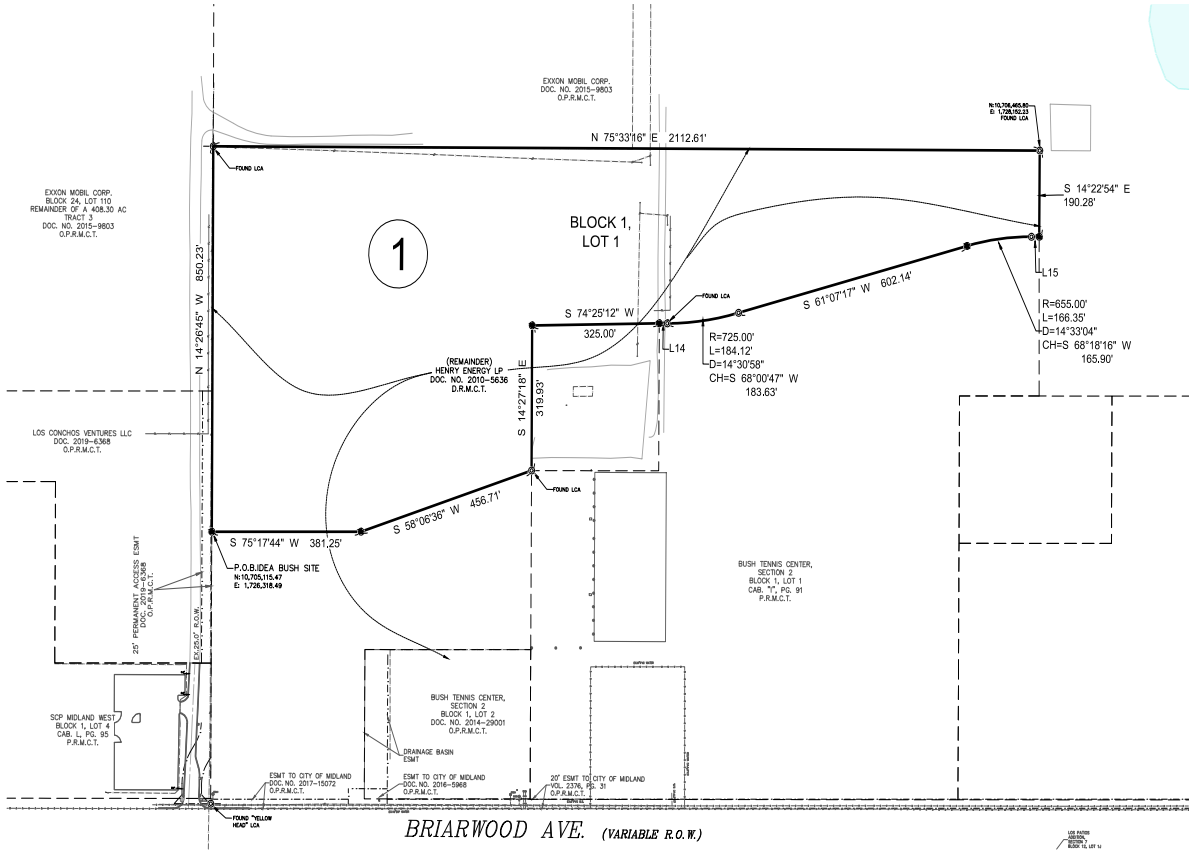
ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

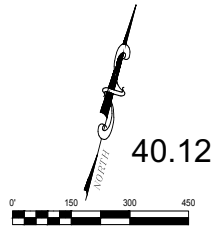


VICINITY MAP
(NOT TO SCALE)



LEGEND

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- O.P.R.M.C.T. OFFICIAL PLAT RECORDS, MIDLAND COUNTY, TEXAS
- C.C. No. COUNTY CLERK'S INSTRUMENT NUMBER



40.12

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

STATE OF TEXAS
KERRY M. HOEFNER
4562
REGISTERED
PROFESSIONAL
LAND SURVEYOR

13 JAN, 2021

March 23, 2021

WEST COMPANY

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

PACKET

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E:_03_WESTCO\2020\2020-0103 IDEA - BUSH\DIBUJOS\2020-0103 ANNEX EXHIBIT 2021-01-13.DWG

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Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN, 2021



SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 15 day of January 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and IDEA PUBLIC SCHOOLS, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **24.5578-acre tract of land, located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. Engineering: CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. Utilities: CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. Development: CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. Police: CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. Fire: CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. Community Services: CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. Solid Waste: CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER 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 PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., 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, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY 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 PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

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

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

B. **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 PETITIONER: IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, TX 78596

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

C. **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.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **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.

F. **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.

G. **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, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of 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 fifty (150) 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 PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER 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 CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'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, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Leanne Hernandez

Title: CO-Chief Financial Officer

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this 15 day of January, 2021 personally appeared, Leanne Hernandez, an officer of IDEA Public Schools, 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 15 day of January, 2021.

_____

Notary Public, State of Texas

MELISA ABASCAL-ANZALDUA
Notary Public, State of Texas
Comm. Expires 05-11-2022
Notary ID 131564939

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022



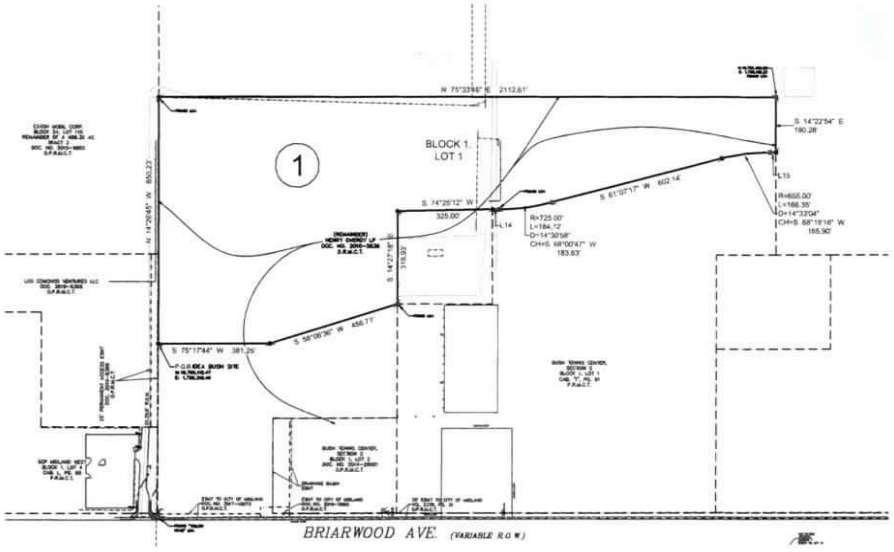
VICINITY MAP
(NOT TO SCALE)

EXHIBIT A

ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



LEGEND





SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoehner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEHNER, R.P.L.S. #5613
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

19 JAN, 2021

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

WEST COMPANY

SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

© COPYRIGHT 2020 ALL RIGHTS RESERVED

EXHIBIT B

DESCRIPTION – IDEA BUSH SCHOOL SITE

BEING a 24.5578 acre tract lying and being situated in Section 24, Block 40, T-1-S, T & P RR Co. Survey, in the City of Midland, Midland County, Texas and being a portion of that certain tract described in General Warranty Deed to Henry Energy LP, recorded in Document Number 2010-5636, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (N: 10,705,115.47; E: 1,726,318.49) at a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) located on the west line of the remainder of said Henry Energy LP tract; said set iron rod also being located South 14 degrees 26 minutes 45 seconds East, 539.84 feet from a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said Beginning Point also being on the east line of that certain tract described in deed to Los Conchos Ventures LLC, recorded in Document Number 2019-6368, O.P.R.M.C.T.;

THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

THENCE North 75 degrees 33 minutes 16 seconds East, along the north line of said Henry Energy LP tract and the south line of said Exxon Mobil Corp. tract, a distance of 2112.61 feet a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northeast corner of said Henry Energy LP tract;

THENCE South 14 degrees 22 minutes 54 seconds East, along the east line of said Henry Energy LP tract, a distance of 190.28 feet to a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) for the most northerly southeast corner of said Henry Energy LP tract;

THENCE South 75 degrees 34 minutes 48 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the beginning of a curve to the left having a radius of 655.00 feet and a chord bearing South 68 degrees 18 minutes 16 seconds West, 165.90 feet;

THENCE Southwesterly, along said curve to left and the south line of said Henry Energy LP tract, through a central angle of 14 degrees 33 minutes 04 seconds, an arc distance of 166.35 feet to a set iron rod for the end of said curve;

(Description continued on Page 2 of 2)

(Description continued from Page 1 of 2)

THENCE South 61 degrees 07 minutes 17 seconds West, along the south line of said Henry Energy LP tract, a distance of 602.14 feet to a set iron rod for the beginning of a curve to the right having a radius of 725.00 feet and a chord bearing South 68 degrees 00 minutes 47 seconds West, 183.63 feet;

THENCE Southwesterly, along said curve to the right and the south line of said Henry Energy LP tract, an arc distance of 184.12 feet to found 1/2 inch iron rod with yellow plastic cap marked "LCA" for the end of said curve;

THENCE South 75 degrees 59 minutes 21 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.59 feet to a set iron rod;

THENCE South 74 degrees 25 minutes 12 seconds West, a distance of 325.00 feet to a set iron rod;

THENCE South 14 degrees 27 minutes 18 seconds East, a distance of 319.93 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found at an angle point in the south line of said Henry Energy LP tract;

THENCE South 58 degrees 06 minutes 36 seconds West, a distance of 456.71 feet to a set iron rod;

THENCE South 75 degrees 17 minutes 44 seconds West, along the south line of said Henry Energy LP tract and said north right-of-way line, a distance of 381.25 feet to the Point of Beginning and containing 24.5578 acres of land.

Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN. 2021



MIDLAND Planning Division

Annexation/Initial Zoning Application

Project Number: A-20-0023

Case Number: Z-20-0201

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Larry H. Walker, PE		Phone (432)528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St. Suite 110	City Midland	State Texas	Zip 79701

Property Owner Printed Name: IDEA PUBLIC SCHOOLS		Phone (432)528-3159 Email lwalker@team-west.com	
Address 2115 W. PIKE BLVD.	City WESLACEO	State Texas	Zip 78596

Representative *(if different from Applicant or Property Owner)* Firm: WEST COMPANY OF MIDLAND, LLC Printed Name: Larry H. Walker, PE		Phone (432)528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St. Suite 110	City Midland	State Texas	Zip 79701

Street Address: Navasoto and Briarwood

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request:
Property is being platted and will be used for a New K12 Academy and Prepatory school site

Present Use of Property: Agricultural

Proposed Use of Property: New K12 Academy and Prepatory School Site

How would this annexation/zone change affect the public health, safety and welfare?
Annexation of this propertrty would allow for a New K12 Academy and Prepatory school to be built that would benefit the entire area.

Describe how this annexation/zone change will affect adjacent properties:
Adjacent properties are currently oil production and multifamily to the West, The Bush Tennis Center is directly to the East and single family development is located across Briarwood to the South. Addition of this property will provide a new resource for families in the area and provide additional infrastucture for adjacent properties with no negative impacts.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

OCT 19 2020

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 10/13/20
Applicant (printed): Larry H. Walker, PE	
Property Owner (signature): DocuSigned by:	Date: 10/1/2020
Property Owner (printed) : Carlo Hershberger, Co-Chief Financial Officer IDEA Public Schools	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Larry H. Walker who, being by me duly sworn, upon oath says: That (s)he is authorized by Carlo Hershberger, 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 13th day of October, 2020, to certify which witness my hand and seal of office.

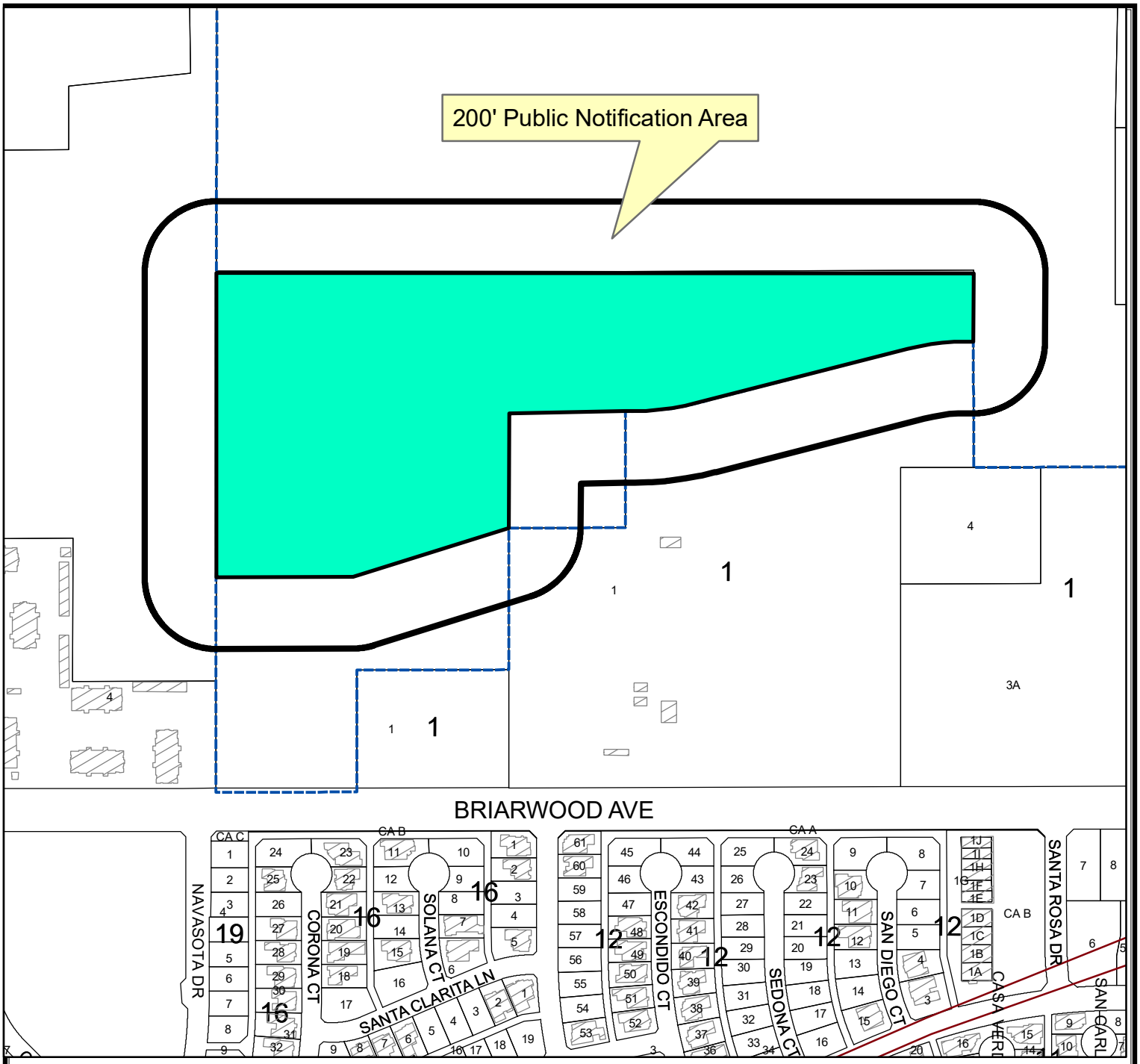
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Metes and Bounds (Sealed by Surveyor)
☑ Application Fee	☑ Files in Digital Format (PDF/JPEG)
Check # 25685	☐ Petition
Received By: gac	Date: RECEIVED OCT 19 2020
	BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

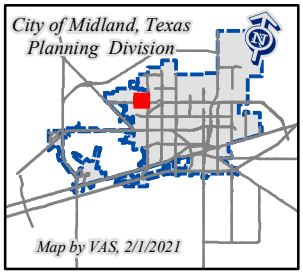
A-20-0023/Z-20-0201 **Scale: 1" = 400'**

Consider a request for the annexation and initial zoning of a 24.5578- acre tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

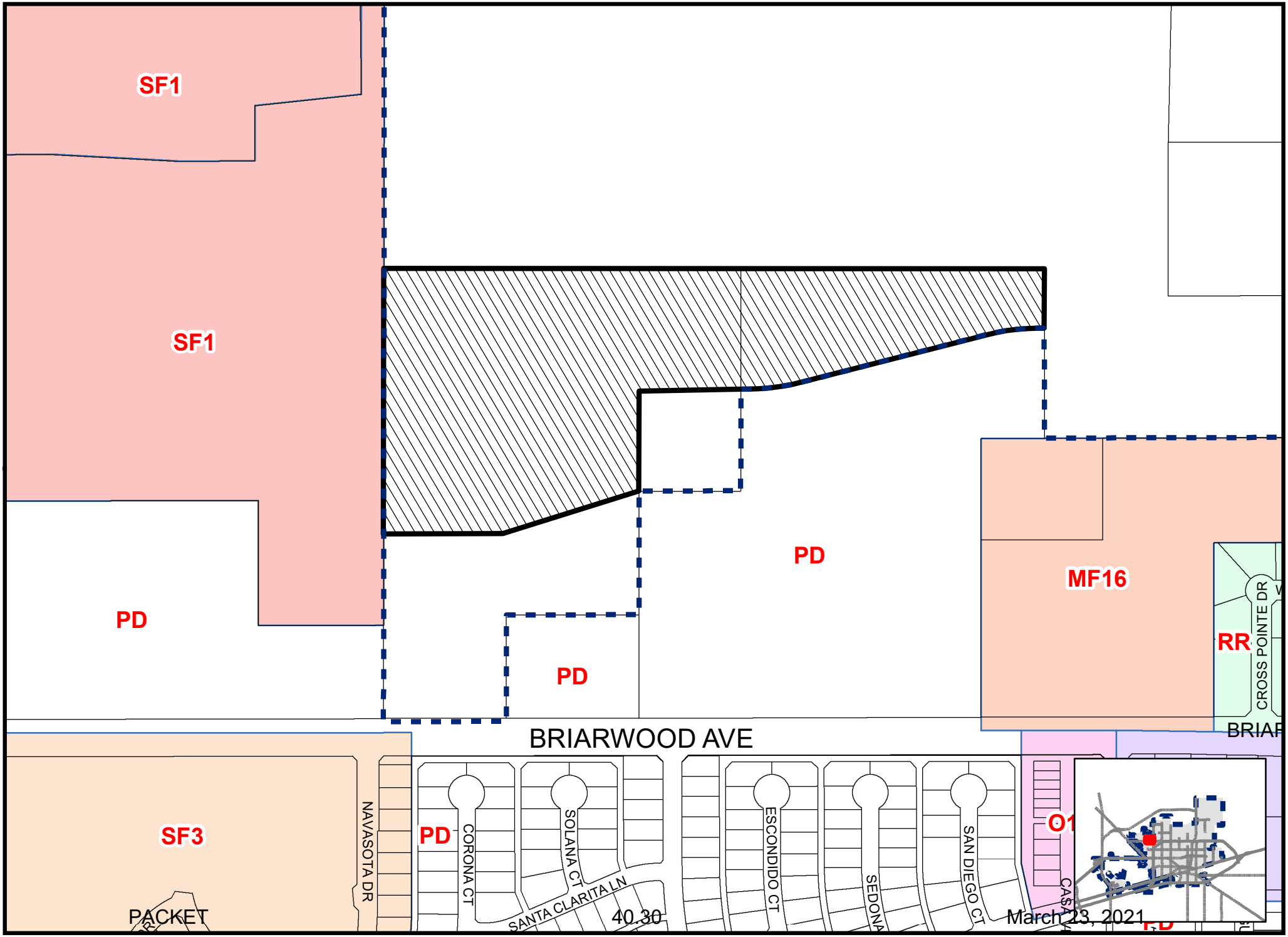
Generally located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



March 23, 2021



Map By VAS, 3/9/2021

A-20-0023/Z-20-0201 **Scale: 1" = 200'**

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RECEIVED
FEB 16 2021
BY: .....

February 10, 2021

City of Midland - Planning Division
Attn: Ms. Cristina Odenborg Burns
P O Box 1152
Midland, TX 79702

RE: Public Notice #Z-20-0201

Dear Ms. Burns:

Attached please find Public Notice #Z-20-0201. Please be advised that Henry Energy LP is in favor of the zoning change requested by IDEA Henry Public School.

Feel free to contact me should you have questions or comments.

Thank you,

Kymberly Holman

Henry Resources LLC, 3525 Andrews Hwy, Midland, TX 79703 – (432) 684-3000

MIDLAND
Planning Division

2/9/21

HENRY ENERGY LP
3525 ANDREWS HWY
MIDLAND TX 79703

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m.** on **Tuesday, February 16, 2021,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701 and via video conference, on a request by **IDEA Henry Public School,** for the **Initial Zoning** of the following described property:

LEGAL DESCRIPTION: A 24.5578-acre tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

LOCATION: Generally located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: LR, Local Retail District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.
I object to this request _____ **Comments:** _____
Required Information:

_____ _____ _____
Property Owner's Signature Printed Name Property Address **(No P. O. Boxes)**

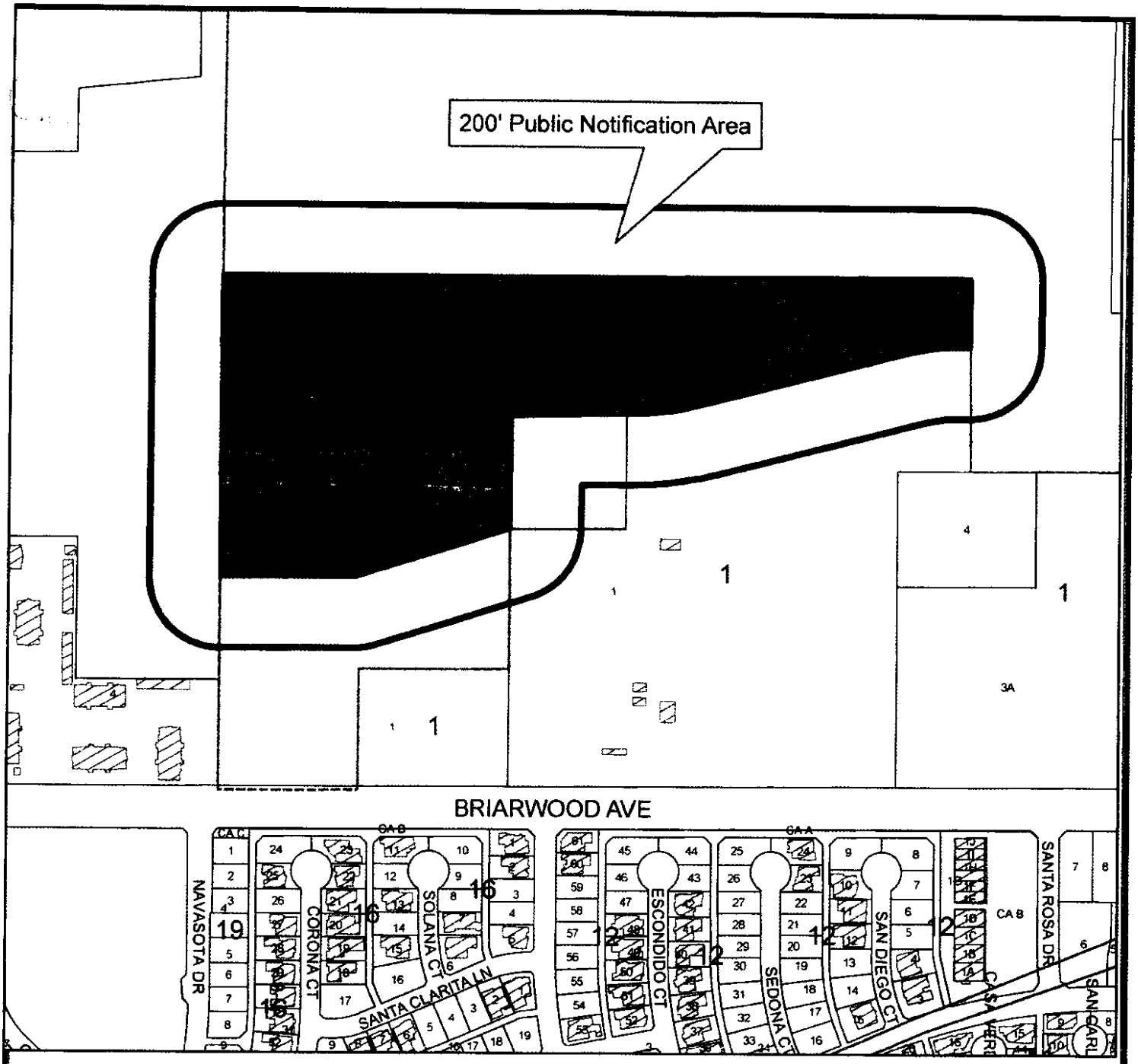
If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 5
Date Mailed: February 5, 2021
Case Number: Z-20-0201
Case Name: IDEA Henry Public School
VAS Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

Video Conference information can be found on the City of Midland's website:
http://www.midlandtexas.gov/9671/PrimeGov-Meetings



LOCATION MAP

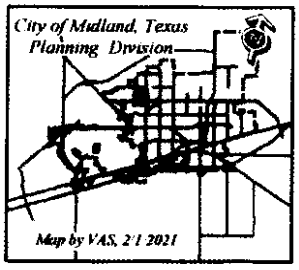
Z-20-0201 **Scale: 1" = 400'**

Consider a request for the initial zoning of a 24.5578-acre tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS











City Council Meeting

Item Number: 41

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 40 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 27, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MISSOURI AVENUE AND SOUTH G STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, John Darnell, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setback for a corner lot to be able to construct an additional garage on the west side of the property.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 1311 W. Missouri Avenue. This property is currently

zoned SF-1, Single-Family Dwelling District and is the location of a residence.

Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart:*

SF-1, Single-Family Dwelling District
Lot Setbacks
Minimum Side Yard Setback for Corner Lot-Exterior (Street) Yard: 10 feet

The applicant's property is a corner lot and would have to meet the minimum side yard setback of as listed in the zoning ordinance.

The applicant is requesting to construct the garage adjacent to the existing garage, which is built to the property line adjacent to S. G Street, with no setback.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objection.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved with Conditions)

Applicant is advised that the curb cut for any future driveway to the new garage will need to start at least 10 ft from the property line along the alley to allow room for a future alley approach ped ramp and 5 ft landing area before the ramp down to the new driveway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance and no hardship has been shown, staff recommends denial of this request for a Special Exception to the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart,* concerning the minimum side yard setback for a corner lot. If approved, staff recommends it should be subject to conditions A and B:

Conditions:

A. That the property shall significantly conform to the site plan as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the minimum side yard setback on the west side of the lot shall be zero (0) feet.

Letters of Objection:

As of March 17, 2021, staff has not received any letters of objections.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 40 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 27, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MISSOURI AVENUE AND SOUTH G STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as the west 40 feet of Lot 5 and all of Lot 6, Block 27, West End Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum side yard setback on the west side of the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the west side of the Property shall be zero feet.

B. That the Property shall significantly conform to Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

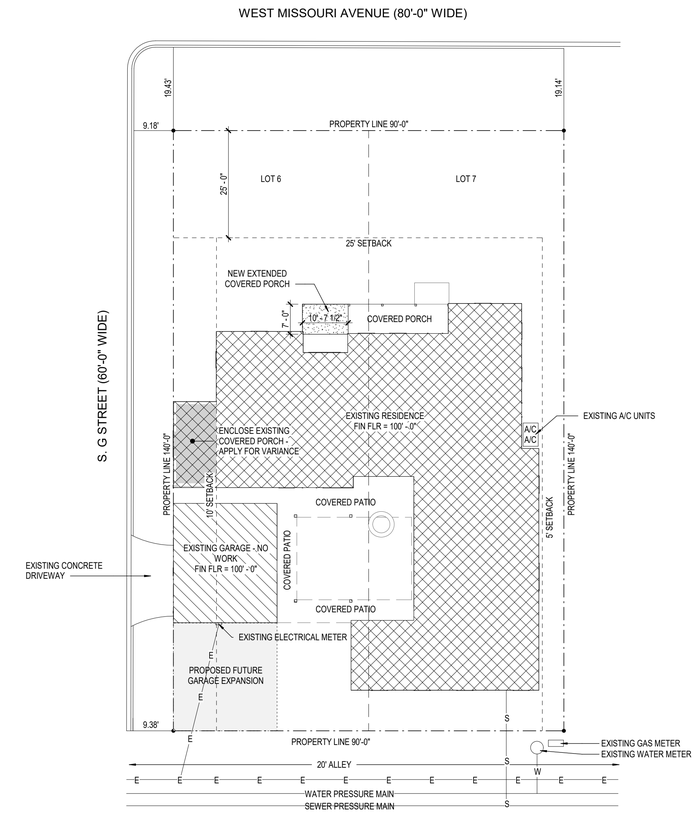
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



1 SITE PLAN

SCALE: 1/16" = 1'-0"

0 4 8 16 32

SITE NOTES

A. THE GENERAL CONTRACTOR WILL BE REQUIRED TO LOCATE, COORDINATE, AND MAKE ALL NECESSARY PROVISIONS TO CONNECT TO ALL EXISTING UTILITIES.

B. THE NEW CONCRETE SIDEWALKS, CURB RAMPS, AND RELATED SITE WORK SHALL TIE-IN EXISTING MATERIALS WITH SMOOTH TRANSITIONS. PROTECT ALL EXISTING MATERIALS, REPLACE ANY DAMAGED MATERIALS CAUSED BY CONSTRUCTION.

C. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE SURVEYOR TO VERIFY ESTABLISHED BENCHMARK, ESTABLISHED CORNER OF BUILDING, AND ALL RELATED DIMENSIONS AND ELEVATIONS.

SITE LEGEND

NEW CONCRETE

RENOVATION AREA

EXISTING NO WORK

INDEX TO DRAWINGS

A1	SITE PLAN
A2	FLOOR PLAN
A3	EXTERIOR ELEVATIONS
A4	ROOF PLAN
A5	FOUNDATION PLAN AND SECTIONS
E1	LIGHTING PLAN
E2	POWER PLAN

PROJECT INFORMATION

LEGAL DESCRIPTION:

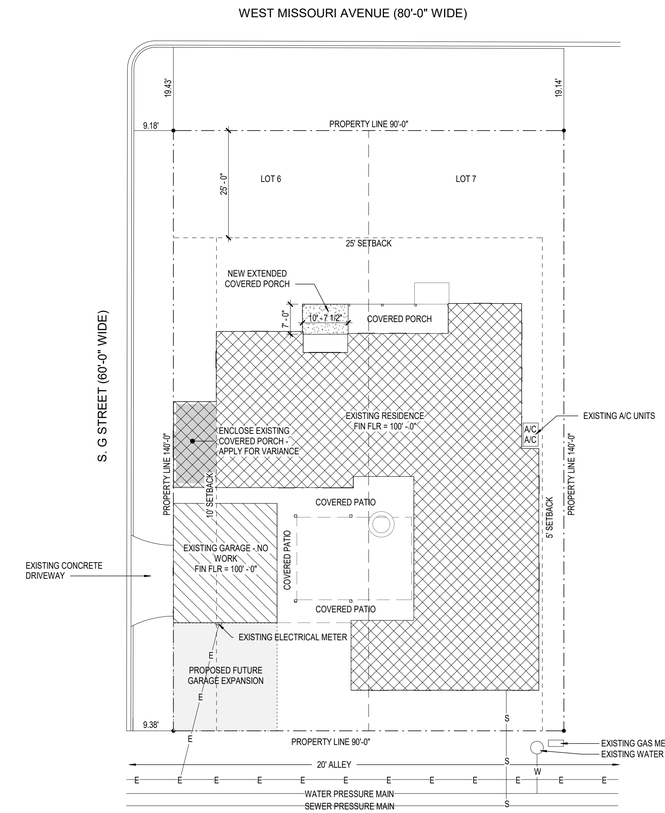
BLOCK:	027
LOT:	6 AND 7
SUBDIVISION:	WEST END
ADDRESS:	1311 W Missouri Ave, Midland, Texas 79701
RENOVATION AREA:	4,441 SQ.FT.
NUMBER OF STORIES:	1

RENOVATIONS TO 1311 W MISSOURI AVE.

SHEET CONTENTS: SITE PLAN

DATE: 01.12.2020

A1



1 SITE PLAN

SCALE: 1/16" = 1'-0"

0 4 8 16 32

SITE NOTES

A. THE GENERAL CONTRACTOR WILL BE REQUIRED TO LOCATE, COORDINATE, AND MAKE ALL NECESSARY PROVISIONS TO CONNECT TO ALL EXISTING UTILITIES.

B. THE NEW CONCRETE SIDEWALKS, CURB RAMPS, AND RELATED SITE WORK SHALL TIE-IN EXISTING MATERIALS WITH SMOOTH TRANSITIONS. PROTECT ALL EXISTING MATERIALS, REPLACE ANY DAMAGED MATERIALS CAUSED BY CONSTRUCTION.

C. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE SURVEYOR TO VERIFY ESTABLISHED BENCHMARK, ESTABLISHED CORNER OF BUILDING, AND ALL RELATED DIMENSIONS AND ELEVATIONS.

SITE LEGEND

- NEW CONCRETE
- RENOVATION AREA
- EXISTING NO WORK

INDEX TO DRAWINGS

A1	SITE PLAN
A2	FLOOR PLAN
A3	EXTERIOR ELEVATIONS
A4	ROOF PLAN
A5	FOUNDATION PLAN AND SECTIONS
E1	LIGHTING PLAN
E2	POWER PLAN

PROJECT INFORMATION

LEGAL DESCRIPTION:

BLOCK:	027
LOT:	6 AND 7
SUBDIVISION:	WEST END
ADDRESS:	1311 W Missouri Ave, Midland, Texas 79701
RENOVATION AREA:	4,441 SQ.FT.
NUMBER OF STORIES:	1

RENOVATIONS TO 1311 W MISSOURI AVE.

SHEET CONTENTS: SITE PLAN

DATE: 01.12.2020

A1

MIDLAND Planning Division

Special Exception Application

Project Number: E-21-0050

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: John Darnell		Phone (432) 638-8437 Email John@onyxcontractors.com	
Address 1311 W Missouri	City Midland	State TX	Zip 79701

Property Owner Printed Name: John Darnell		Phone (432) 638-8437 Email John@onyxcontractors.com	
Address 1311 W Missouri	City Midland,	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1311 W Missouri

Legal Description
Lot: 6+7 Block: 027 Subdivision: West End

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request:
To keep the car's ~~off~~ from parking on the street

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): John Darnell	Date: 1-28-2021
Applicant (printed): John Darnell	
Property Owner (signature): John Darnell	Date: 1-28-2021
Property Owner (printed) : John Darnell	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

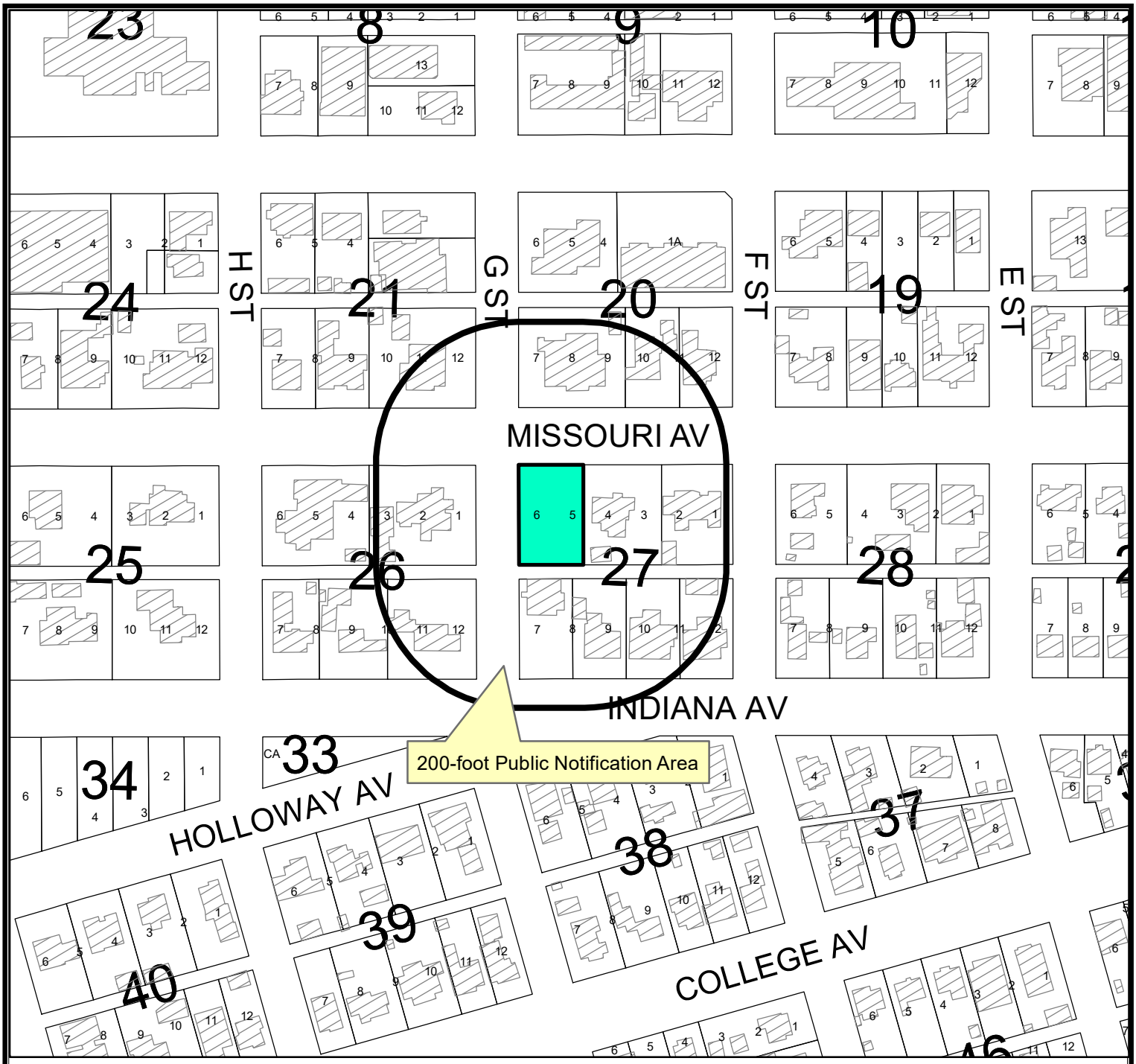
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # Credit Card	
Received By: V Sherman	Date: RECEIVED FEB 19 2021

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

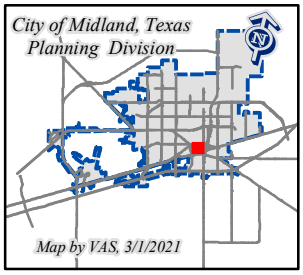
E-21-0050 **Scale: 1" = 200'**

Consider a request by John Darnell for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setback for a corner lot on the west 40 feet of Lot 5 and all of lot 6, Block 27, West End Addition, City and County of Midland, Texas.

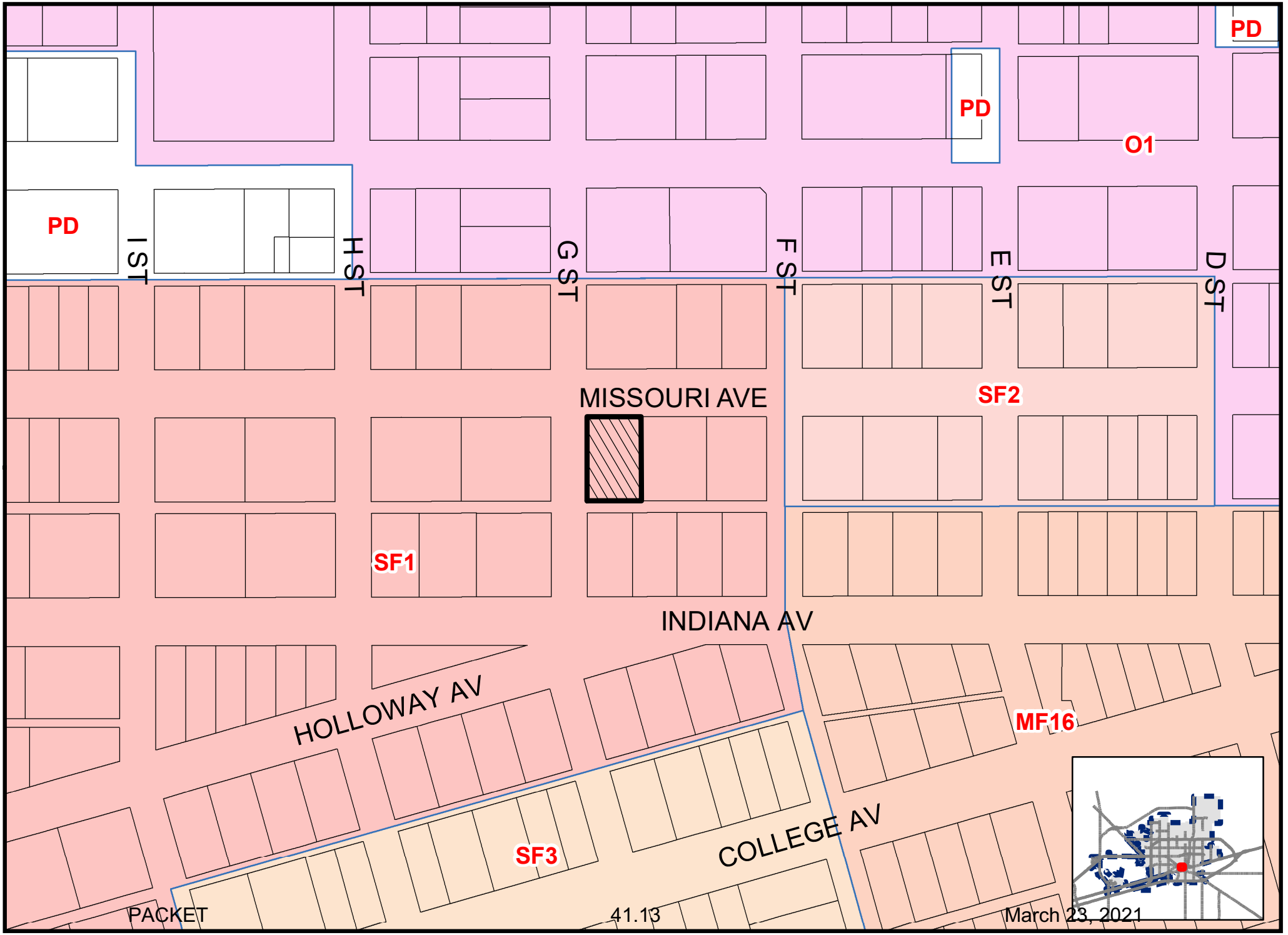
Generally located on the southeast corner of the intersection of W. Missouri Avenue and S. G Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



March 23, 2021



Map By VAS, 3/1/2021

E-21-0050

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


STOP







City Council Meeting

Item Number: 42

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF THE NORTHEAST QUARTER OF BLOCK 74, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH JEFFERSON STREET, APPROXIMATELY 70 FEET SOUTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Joseph Costilla, is requesting a zone change from RR, Regional Retail District to SF-3, Single-Family Dwelling District, for the construction of a new single-family residence.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The property to the north is zoned RR, Regional Retail District, and the location of a multiple-family complex. The property to the east across S. Jefferson Street is zoned RR, Regional Retail District, and the location of a vacant lot. The property to the south is zoned RR, Regional Retail District, and the location of a single-family residence. The property to the west is zoned

LI, Light Industrial District, and the location of a vacant lot.

Analysis:

The applicant is requesting this zone change to allow for the construction of a single-family residence on the property.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approve)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, “Future Land Use Map” of the Tall City Tomorrow comprehensive plan as this area is called for Urban

Medium Neighborhood Center. This designation calls for a mix of housing types, including single-family and townhomes, along with a mix of traditional neighborhood businesses. Additionally, the prevailing land uses in this area are mostly residential.

This request has been recommended for approval by a unanimous vote at the March 1, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from RR, Regional Retail District to SF-3, Single-Family Dwelling District, subject to condition A.

Condition:

A. That the use and development of the property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has not received any objections as of March 17, 2021.

Attachments:

Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF THE NORTHEAST QUARTER OF BLOCK 74, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH JEFFERSON STREET, APPROXIMATELY 70 FEET SOUTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, 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 rezoning the middle 50 feet of the northeast quarter of Block 74, Original Town, City and County of Midland, Texas (the "Property") to SF-3, Single-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 the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District to SF-3, Single-Family Dwelling District.

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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0216

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Joseph Costilla		Phone (432) 894-5431 Email jcostilla@yahoo.com	
Address 729 N. Clay	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Schumann Engineering Printed Name: Ed Aleman		Phone ( ) 684-5548 Email ealeman@schumannonline.net.	
Address 800 N. Marienfeld Suite 100	City Midland	State TX	Zip 79701

Street Address:

Legal Description
Lot: 1 Block: 74 Subdivision: Original Town, Sec 10 (Platting Process)

Current Zoning: MF 22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To meet width of Lot (50 Feet)

Present Use of Property: Vacant Lot

Proposed Use of Property: Residence.

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*

Applicant (signature): Eduardo L Aleman	Date: 2-2-21
Applicant (printed): Eduardo L. Aleman	
Property Owner (signature): J.L. Castilla	Date: 2-2-21
Property Owner (printed) : Joseph Castilla	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of Joseph Castilla or authorized by Joseph Castilla 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.

Eduardo L Aleman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 2nd day of February, 20 21, to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

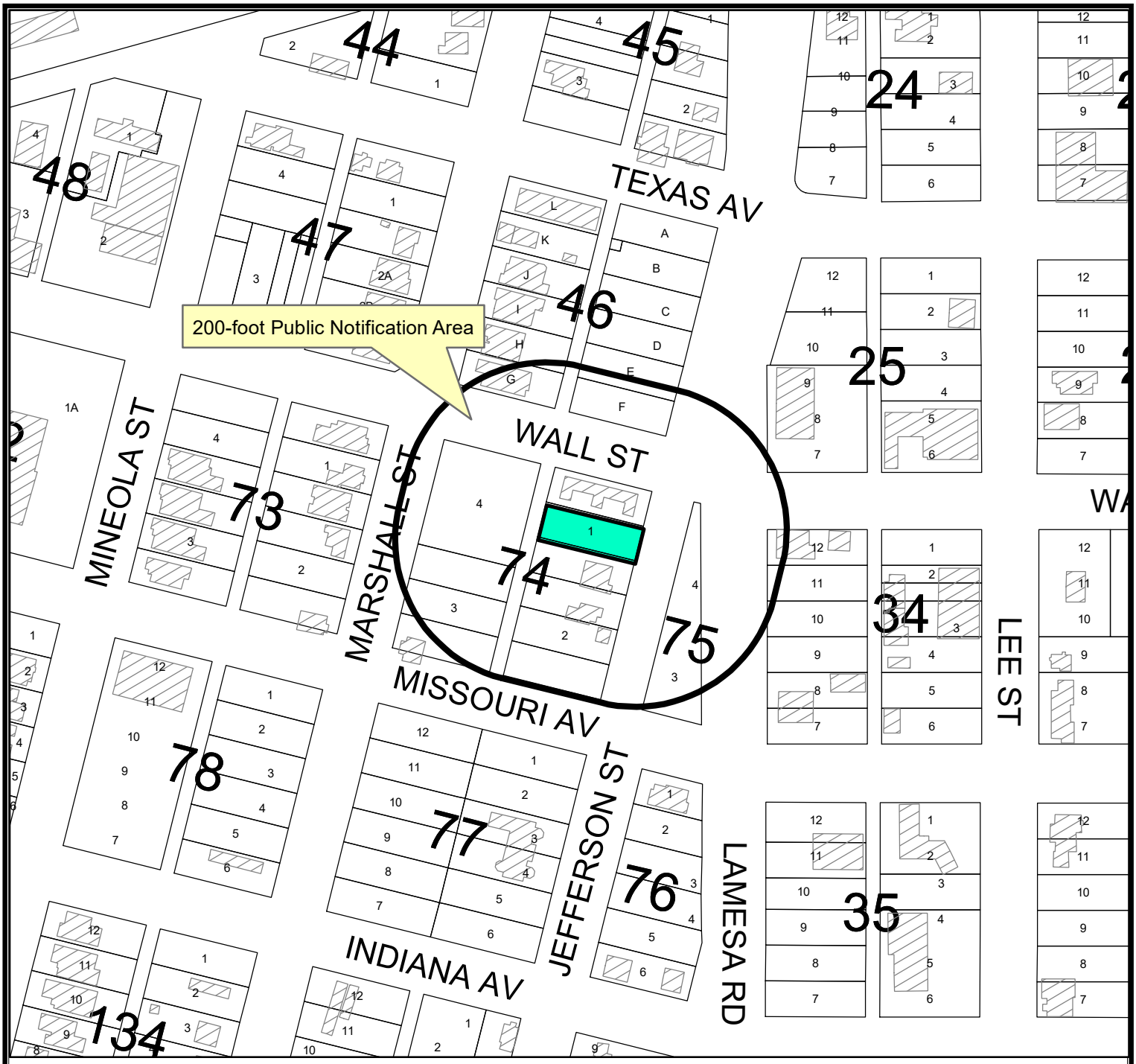
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1562
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: Joseph Mongrue

Date: RECEIVED FEB 02 2021 BY:

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

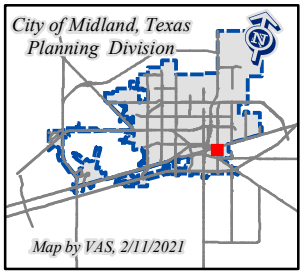
Z-21-0216 **Scale: 1" = 200'**

Consider a request by Joseph Costilla for a zone change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District on the middle 50 feet of the northeast quarter of Block 74, Original Town, City and County of Midland, Texas.

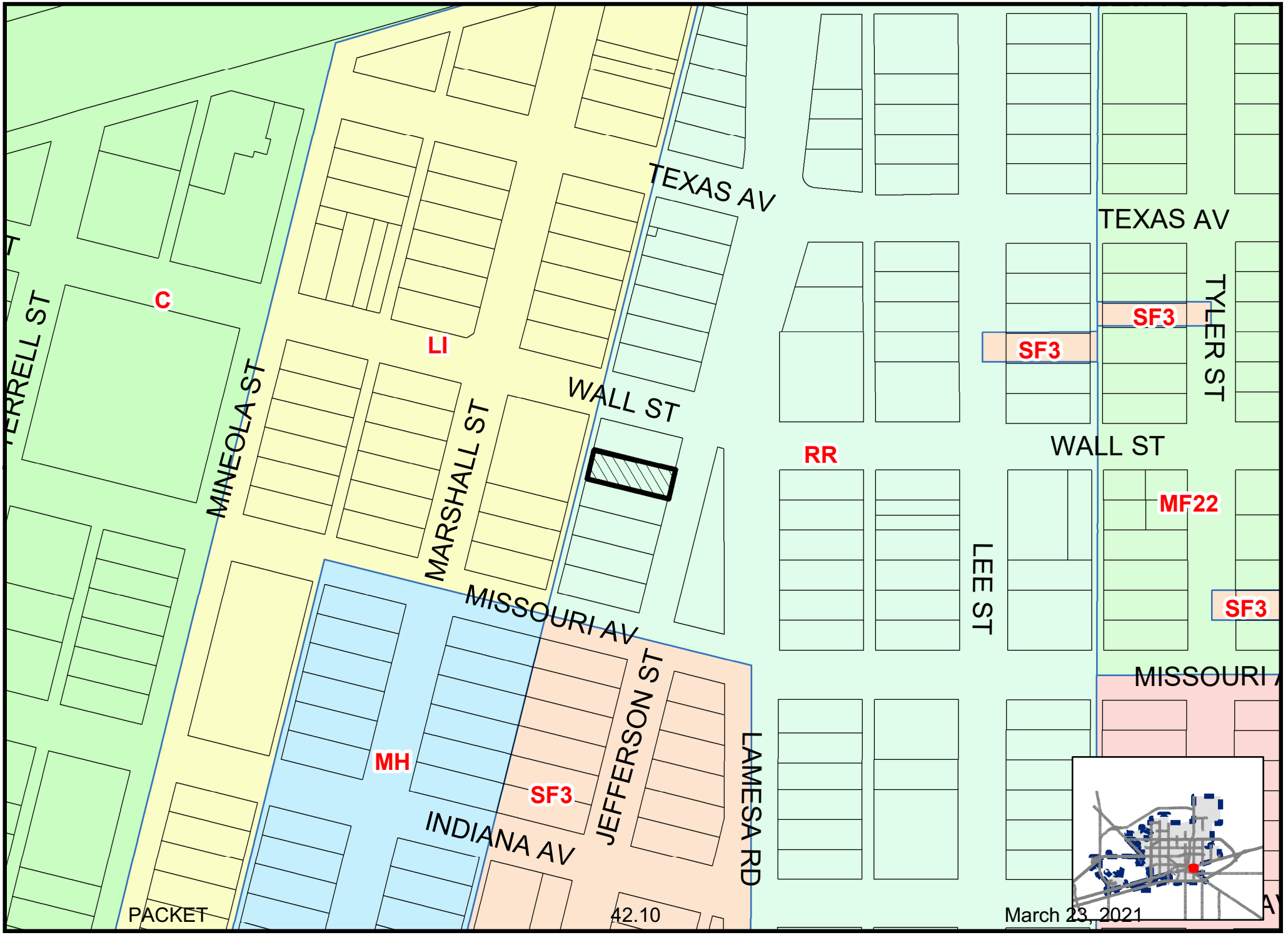
Generally located on the west side of S. Jefferson Street, approximately 70 feet south of E. Wall Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



March 23, 2021



Map By VAS, 2/11/2021

Z-21-0216

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


STOP






PUBLIC NOTICE
PLANNING & ZONING HEARING
CITY HALL CHAMBERS
FOR MORE INFORMATION
CALL 515-7400

City Council Meeting

Item Number: 43

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1C, BLOCK 33, NORTHGATE ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND BRIARWOOD 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)

Purpose:

The applicant, Jennifer Cobbs, is requesting to amend the PD, Planned Development District for a Shopping Center for the Walmart located at 4517 North Midland Drive to update the exterior wall signs.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

PD, Planned Development District for a Shopping Center. (Ordinance No. 9640)

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District and PD, Planned District for a Shopping Center and the locations of a credit union, vacant land, and a shopping center, respectively. The properties to the east are zoned PD, Planned District for a Housing Development and PD, Planned District for a Shopping Center and the locations of single family residences and a shopping center, respectively. The properties to the south are zoned PD, Planned District for a Shopping Center and the locations of various restaurants. The properties to the west are zoned RR, Regional Retail District, PD, Planned District for an Office Center, and MF16, Multiple Family Dwelling District and the locations of a gas station, vacant land, and an apartment complex, respectively.

Analysis:

The applicant is requesting to amend the PD, Planned Development District for a Shopping Center, which is governed by Ordinance No. 9640, to update the signage on the Walmart building. The current signage on the site is approximately 904 square feet. The applicant is now proposing to reduce the signage to approximately 730 square feet but will increase the quantity and alter the locations of the signs.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Building: (Approved)

No objections.

Engineering: (Approved)

No objections.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objection to zone change.

Planning:

Based on section 11-7a-7-H-3-j, this property would be allowed to have a total of 360 square feet of signage and that no individual sign can exceed 180 square feet in area. The property does not currently conform to this signage limitation, but the applicant is proposing to reduce total signage from 904 square feet to 730 square feet, which is a reduction of 174 square feet.

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change, subject to conditions A through D.

Conditions:

A. That this property shall be subject to the regulations of the RR, Regional Retail District, except as otherwise stated below.

B. That the development of this property shall significantly conform to the site plan, which is attached hereto and incorporated herein as “Exhibit A”

C. That the total signage shall not exceed 730 square feet.

D. That aside from condition C, all other standards from the City of Midland Outdoor Sign Regulations shall be adhered to.

Letters of Objection:

Staff has not received any letters of objection as of March 17, 2021.

Attachments:

Site Plan (Exhibit A)
Proposed sign plan elevations
Application
Maps
Ordinance No. 9640



City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1C, BLOCK 33, NORTHGATE ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND BRIARWOOD 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, the City Code, and State law, 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 rezoning Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Shopping Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the RR, Regional Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the total area of the signs on the Property shall not exceed 730 square feet.

C. That except as provided in Subsection B above, the signs on the Property shall be in compliance with Title XI, "Planning and Development", Chapter 7a, "Revised Outdoor Sign Regulations".

SECTION FOUR. 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 FIVE. 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 SIX. 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 SEVEN. 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 EIGHT. 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

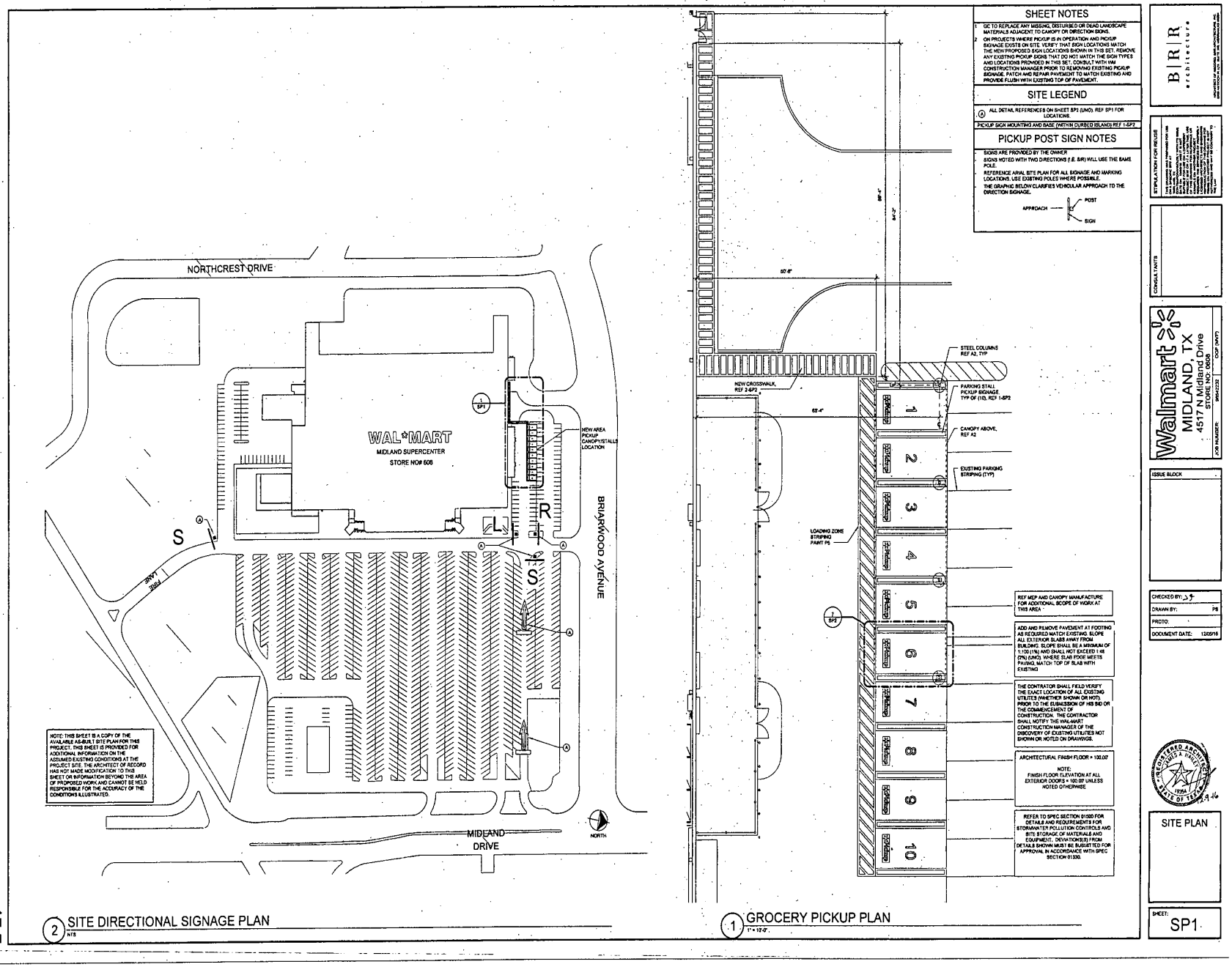
APPROVED AS TO CONTENT
AND COMPLETENESS:

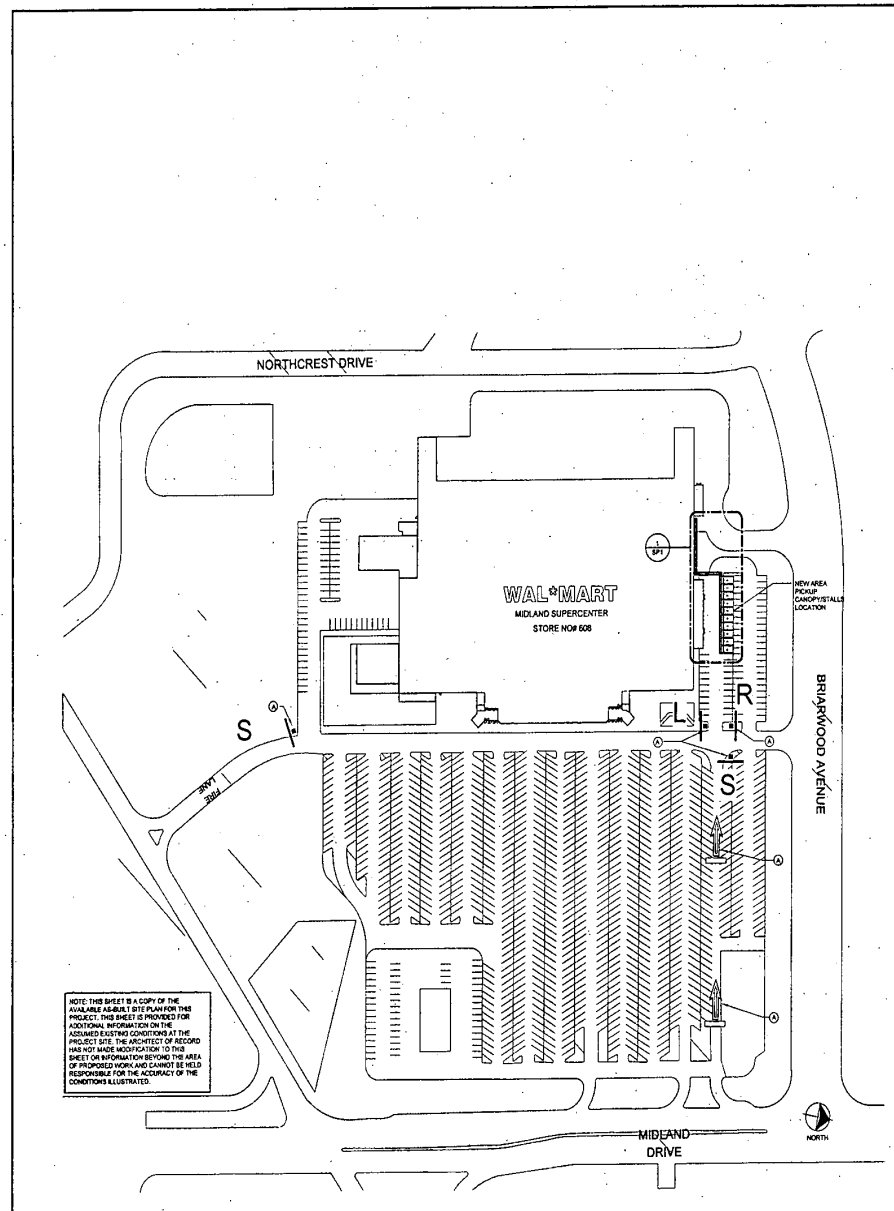
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

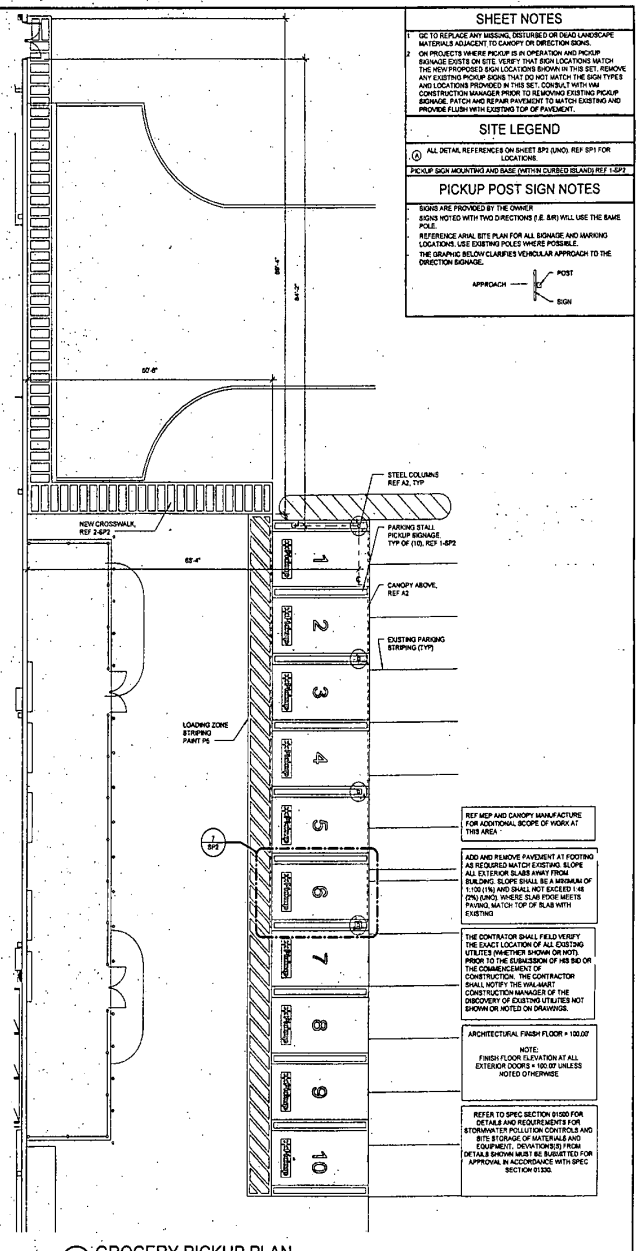
_____
John Ohnemiller, City Attorney

EXHIBIT "A"


NORTHCREST DRIVE
WAL*MART
MIDLAND SUPERCENTER
STORE NO# 608
NEW AREA PICKUP CANOPY/STALLS LOCATION
BRIARWOOD AVENUE
MIDLAND DRIVE
NORTH
S
L
R
S
NOTE: THIS SHEET IS A COPY OF THE AVAILABLE AS-BUILT SITE PLAN FOR THIS PROJECT. THIS SHEET IS PROVIDED FOR ADDITIONAL INFORMATION ON THE ASSUMED EXISTING CONDITIONS AT THE PROJECT SITE. THE ARCHITECT OF RECORD HAS NOT MADE MODIFICATION TO THIS SHEET OR INFORMATION BEYOND THE AREA OF PROPOSED WORK AND CANNOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE CONDITIONS ILLUSTRATED.
2 SITE DIRECTIONAL SIGNAGE PLAN
SHEET NOTES
1 GC TO REPLACE ANY MISSING, DISTURBED OR DEAD LANDSCAPE MATERIALS ADJACENT TO CANOPY OR DIRECTION SIGNS.
2 ON PROJECTS WHERE PICKUP IS IN OPERATION AND PICKUP SIGNAGE EXISTS ON SITE VERIFY THAT SIGN LOCATIONS MATCH THE NEW PROPOSED SIGN LOCATIONS SHOWN IN THIS SET. REMOVE ANY EXISTING PICKUP SIGNS THAT DO NOT MATCH THE SIGN TYPES AND LOCATIONS PROVIDED IN THIS SET. CONSULT WITH WM CONSTRUCTION MANAGER PRIOR TO REMOVING EXISTING PICKUP SIGNAGE. PATCH AND REPAIR PAVEMENT TO MATCH EXISTING AND PROVIDE FLUSH WITH EXISTING TOP OF PAVEMENT.
SITE LEGEND
ALL DETAIL REFERENCES ON SHEET SP2 (UNO). REF SP1 FOR LOCATIONS
PICKUP SIGN MOUNTING AND BASE (WITHIN CURBED ISLAND) REF 1-SP2
PICKUP POST SIGN NOTES
SIGNS ARE PROVIDED BY THE OWNER
SIGNS NOTED WITH TWO DIRECTIONS (I.E. S/R) WILL USE THE SAME POLE.
REFERENCE ARIAL SITE PLAN FOR ALL SIGNAGE AND MARKING LOCATIONS. USE EXISTING POLES WHERE POSSIBLE.
THE GRAPHIC BELOW CLARIFIES VEHICULAR APPROACH TO THE DIRECTION SIGNAGE.
APPROACH
POST
SIGN
STEEL COLUMNS REF A2, TYP
NEW CROSSWALK, REF 3-SP2
PARKING STALL PICKUP SIGNAGE TYP OF (10), REF 1-SP2
CANOPY ABOVE, REF A2
EXISTING PARKING STRIPING (TYP)
LOADING ZONE STRIPING PAINT PS
REF MEP AND CANOPY MANUFACTURE FOR ADDITIONAL SCOPE OF WORK AT THIS AREA
ADD AND REMOVE PAVEMENT AT FOOTING AS REQUIRED MATCH EXISTING. SLOPE ALL EXTERIOR SLABS AWAY FROM BUILDING. SLOPE SHALL BE A MINIMUM OF 1:100 (1%) AND SHALL NOT EXCEED 1:48 (2%) (UNO). WHERE SLAB FIXDE MEETS PAVING, MATCH TOP OF SLAB WITH EXISTING
THE CONTRATOR SHALL FIELD VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES (WHETHER SHOWN OR NOT) PRIOR TO THE SUBMISSION OF HIS BID OR THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE WAL-MART CONSTRUCTION MANAGER OF THE DISCOVERY OF EXISTING UTILITIES NOT SHOWN OR NOTED ON DRAWINGS.
ARCHITECTURAL FINISH FLOOR = 100.00'
NOTE: FINISH FLOOR ELEVATION AT ALL EXTERIOR DOORS = 100.00' UNLESS NOTED OTHERWISE
REFER TO SPEC SECTION 01500 FOR DETAILS AND REQUIREMENTS FOR STORMWATER POLLUTION CONTROLS AND SITE STORAGE OF MATERIALS AND EQUIPMENT. DEVIATION(S) FROM DETAILS SHOWN MUST BE SUBMITTED FOR APPROVAL IN ACCORDANCE WITH SPEC SECTION 01330.
1 GROCERY PICKUP PLAN
B|R|R architecture
STIPULATION FOR REUSE
CONSULTANTS
Walmart
MIDLAND, TX
4517 N Midland Drive
STORE NO. 0608
JOB NUMBER: 2004-2232
COP (WP7)
ISSUE BLOCK
CHECKED BY:
DRAWN BY: PB
PROTO:
DOCUMENT DATE: 12/05/16
REGISTERED ARCHITECT
STATE OF TEXAS
SITE PLAN
SHEET: SP1



2 SITE DIRECTIONAL SIGNAGE PLAN
NTS



1 GROCERY PICKUP PLAN
1" = 10'-0"

SHEET NOTES

1. GC TO REPLACE ANY MISSING, DISTURBED OR DEAD LANDSCAPE MATERIALS ADJACENT TO CANOPY OR DIRECTION SIGNS.
2. ON PROJECTS WHERE PICKUP IS IN OPERATION AND PICKUP SIGNAGE EXISTS ON SITE, VERIFY THAT SIGN LOCATIONS MATCH THE NEW PROPOSED SIGN LOCATIONS SHOWN IN THIS SET. REMOVE ANY EXISTING PICKUP SIGNS THAT DO NOT MATCH THE SIGN TYPES AND LOCATIONS PROVIDED IN THIS SET. CONSULT WITH WM CONSTRUCTION MANAGER PRIOR TO REMOVING EXISTING PICKUP SIGNAGE. PATCH AND REPAIR PAVEMENT TO MATCH EXISTING AND PROVIDE FLUSH WITH EXISTING TOP OF PAVEMENT.

SITE LEGEND

④ ALL DETAIL REFERENCES ON SHEET SP1 (UNO). REF SP1 FOR LOCATIONS

PICKUP SIGN MOUNTING AND BASE (WITHIN CURBED ISLAND) REF 1-SP2

PICKUP POST SIGN NOTES

- SIGNS ARE PROVIDED BY THE OWNER
- SIGNS NOTED WITH TWO DIRECTIONS (I.E. S/R) WILL USE THE SAME POLE.
- REFERENCE ARIAL SITE PLAN FOR ALL SIGNAGE AND MARKING LOCATIONS. USE EXISTING POLES WHERE POSSIBLE.
- THE GRAPHIC BELOW CLARIFIES VEHICULAR APPROACH TO THE DIRECTION SIGNAGE.

APPROACH — POST — SIGN

B|R|R architecture

STIPULATION FOR REUSE

CONSULTANTS

Walmart
MIDLAND, TX
4517 N Midland Drive
STORE NO. 0608
JOB NUMBER: 3940-2232 COP (WP7)

ISSUE BLOCK

CHECKED BY:
DRAWN BY: PB
PROTO:
DOCUMENT DATE: 12/05/16

REGISTERED ARCHITECT — BRANDES A. HALL — 29756 — STATE OF TEXAS

SITE PLAN

SHEET: SP1

17.7

EXISTING SIGNAGE SCHEDULE

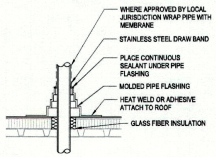
FRONT SIGNAGE	QTY	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
Walmart	1	LED	WHITE	5'-6"	299.04 SF	299.04 SF
* (spark)	1	LED	YELLOW			
Pickup	1	LED	WHITE	2'-6"	65.43 SF	65.43 SF
* (spark)	1	LED	YELLOW			
Home & Pharmacy	1	N/A	WHITE	2'-6"	94.90 SF	94.90 SF
Grocery	1	N/A	WHITE	2'-6"	41.05 SF	41.05 SF
Lawn & Garden	1	N/A	WHITE	2'-6"	58.35 SF	58.35 SF
Vision Center	1	N/A	WHITE	1'-0"	8.49 SF	8.49 SF
<- Auto Center	1	N/A	WHITE	2'-0"	33.95 SF	33.95 SF
TOTAL FRONT SIGNAGE						601.21 SF
AUTO CENTER SIGNAGE						
Auto Center	1	N/A	WHITE	2'-0"	30.74 SF	30.74 SF
Tire	2	N/A	WHITE	1'-0"	2.58 SF	5.16 SF
Lube	2	N/A	WHITE	1'-0"	2.58 SF	5.96 SF
TOTAL AUTO CENTER SIGNAGE						41.86 SF
TOTAL BUILDING SIGNAGE						643.07 SF

NEW & ETR SIGNAGE SCHEDULE

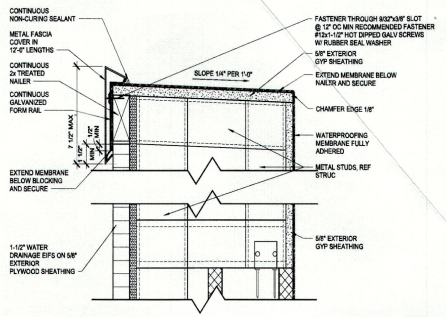
FRONT SIGNAGE	QTY	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
Walmart	1	LED	WHITE	2'-6"	32.50 SF	126.01 SF
* (spark)	1	LED	YELLOW	10'-3"	93.51 SF	
Pickup (ETR)	1	LED	WHITE	2'-6"	65.43 SF	65.43 SF
* (spark) (ETR)	1	LED	YELLOW			
Lifestyle & Pharmacy	1	N/A	WHITE	2'-6"	107.90 SF	107.90 SF
Grocery	1	N/A	WHITE	2'-6"	41.05 SF	41.05 SF
Outdoor	1	N/A	WHITE	2'-6"	31.88 SF	31.88 SF
Vision	1	N/A	WHITE	1'-0"	3.69 SF	3.69 SF
<- Automotive	1	N/A	WHITE	2'-0"	39.88 SF	39.88 SF
TOTAL FRONT SIGNAGE						415.84 SF
AUTO CENTER SIGNAGE						
Automotive	1	N/A	WHITE	2'-0"	27.90 SF	27.90 SF
Automotive Numerals	6	N/A	WHITE	2'-6"	4.12 SF	24.72 SF
TOTAL AUTO CENTER SIGNAGE						52.62 SF
TOTAL BUILDING SIGNAGE						468.46 SF

SIGNAGE GENERAL NOTES

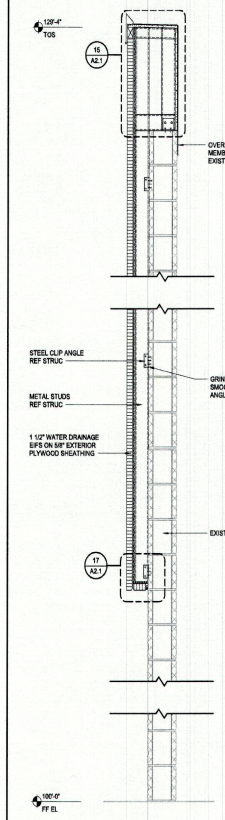
1. SIGNAGE FURNISHED BY WAL-MART AND INSTALLED BY OTHERS.
2. ALL EXISTING WALMART EXTERIOR SIGNAGE IS TO REMAIN IN PLACE ON THE BUILDING UNTIL THE EXTERIOR SIGN COMPANY IS ONSITE. THE EXTERIOR SIGN COMPANY WILL REMOVE EXISTING SIGNAGE. GENERAL CONTRACTOR WILL THEN PERFORM THE PATCH AND REPAIR WORK NEEDED AT SIGN LOCATIONS, AND PAINTING WORK NOTED IN PLANS. ONCE COMPLETE, GENERAL CONTRACTOR WILL NOTIFY THE EXTERIOR SIGN CONTRACTOR THAT AREAS NOTED TO RECEIVE SIGNAGE ARE READY. THE EXTERIOR SIGN COMPANY WILL THEN INSTALL NEW SIGNAGE AS SHOWN ON THE PLANS.
   A. A TEMPORARY BANNER WILL BE INSTALLED BY THE EXTERIOR SIGN COMPANY PRIOR TO REMOVAL OF EXISTING EXTERIOR SIGNAGE. BANNER WILL REMAIN IN PLACE UNTIL ALL MODIFICATIONS AND/OR REPAIRS HAVE BEEN COMPLETED AND NEW SIGNAGE IS INSTALLED. GC SHALL PRIORITIZE MODIFICATIONS/REPAIRS REQUIRED FOR INSTALLATION OF NEW EXTERIOR SIGNS WHILE EXTERIOR SIGN COMPANY IS ON SITE
   B. TEMPORARY BANNER WILL BE APPROXIMATELY 125 SF (5'X25').
   C. EXTERIOR SIGN WORK NEEDS TO BE SCHEDULED, COORDINATED, AND COMPLETED DURING WEEK 6 OF THE CONSTRUCTION SCHEDULE.
3. GENERAL CONTRACTOR RESPONSIBILITIES
   A. BY END OF FIRST WEEK OF CONSTRUCTION, REVIEW EXISTING CONSTRUCTION WHERE SIGNS WILL BE INSTALLED. IF EXISTING CONDITIONS DO NOT MATCH SIGN ATTACHMENT DETAILS SHOWN, REQUEST APPROVAL FROM CONSTRUCTION MANAGER TO SUBMIT RFI IN ACCORDANCE WITH SECTION 01255. NOTE DIFFERENCES IN CONSTRUCTION, INCLUDING DIMENSIONS, AND INCLUDE PHOTOGRAPHS FOR CLARIFICATION.
   B. PROVIDE SUBSTRATE SUITABLE FOR INSTALLATION OF SIGNAGE. REFER TO DETAILS ON SHEET A2.1. FOR LIGHTED ID/LOGO SIGNS COORDINATE TIMING OF WORK WITH WALMART SIGN CONTRACTOR.
   C. PROVIDE JUNCTION BOXES AND CIRCUITRY TO NEW "Walmart" and "spark" SIGNAGE. EXISTING (6) BOXES FROM "WAL-MART" SIGNAGE MAY BE REUSED.
   D. NOT USED.
   E. NOT USED.
   F. VERIFY VOLTAGE AT CIRCUITS FEEDING LIGHTED SIGNAGE. REFER TO ELECTRICAL
   G. MAKE FINAL TERMINATIONS ON LIGHTED SIGNAGE.
4. SIGNAGE CONTRACTOR RESPONSIBILITIES
   A. REMOVE ALL LIT ID/LOGO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS. UNLESS NOTED OTHERWISE.
   B. MAKE REQUIRED EXTERIOR WALL PENETRATIONS, INSTALL CONDUIT, AND SEAL PENETRATIONS PER SPECIFICATION SECTION 07900.
   C. INSTALL SIGNAGE PER DETAILS ON SHEET A2.1



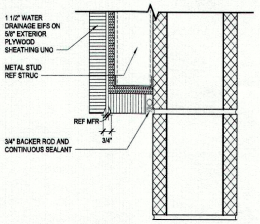
18 ROOF PENETRATION
1" = 1'-0"



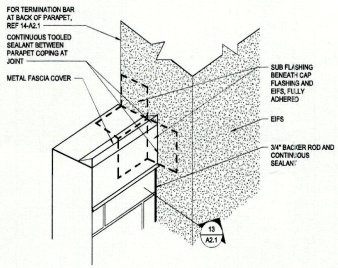
15 PARAPET CAP FLASHING
3" = 1'-0"



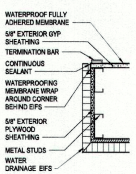
11 WALL SECTION
1" = 1'-0"



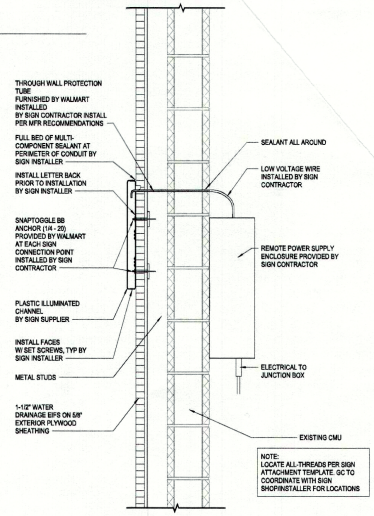
17 EIFS DETAIL
3" = 1'-0"



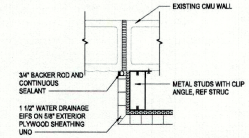
16 PARAPET STEP
NTS



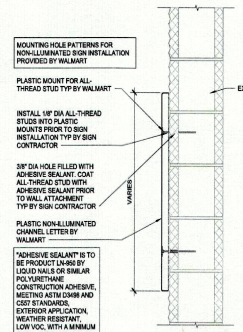
14 METAL STUD PARAPET
1 1/2" = 1'-0"



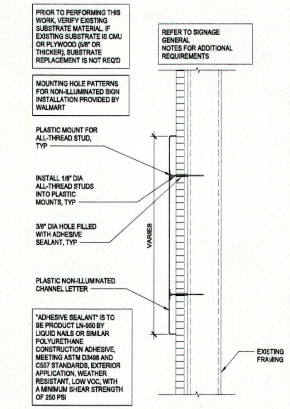
12 SIGNAGE ATTACHMENT
1 1/2" = 1'-0"



13 CORNER DETAIL
1 1/2" = 1'-0"



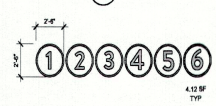
10 SIGN ATTACHMENT AT CMU WALL
1 1/2" = 1'-0"



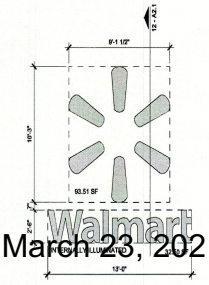
9 SIGN ATTACHMENT AT EIFS AND METAL STUD WALL
1 1/2" = 1'-0"



8 2'-0" AUTOMOTIVE
1/4" = 1'-0"



7 2'-6" AUTOMOTIVE
1/4" = 1'-0"



1 10'-3" WALMART SIGN
1/4" = 1'-0"



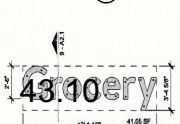
6 1'-0" VISION
1/4" = 1'-0"



5 2'-0" AUTOMOTIVE
1/4" = 1'-0"



4 2'-6" OUTDOOR
1/4" = 1'-0"



3 2'-6" GROCERY
1/4" = 1'-0"



2 2'-6" LIFESTYLE & PHARMACY
1/4" = 1'-0"

PACKET 43.10 March 23, 2021

ENTERGY
825 SOUTH CINCINNATI
SUITE 1000
TULSA, OK 74119
918.587.4630
www.cynteregy.com

EXPLANATION FOR RELEASE

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CONSULTANTS

Walmart
MIDLAND, TX
STORE NO: 00608-247
USRM-098135 | PROTO: 168 PROTO 8C
JOB NUMBER:

ISSUE BLOCK

CHECKED BY:	RJUT
DRAWN BY:	Author
PROTO CYCLE:	12/04/2020
DOC DATE:	01/25/2021

DOCUMENTS WITHOUT SIGNATURE AND REQUIRED SEAL OF ADR/EOR ARE NOT FOR CONSTRUCTION

JAMES EDWARD TURNER
ARCHITECT OF RECORD

EXTERIOR DETAILS

SHEET: A2.1

SITE PLAN



PYLON SIGNAGE A



PYLON SIGNAGE B



DISCLOSURES

- PAINT RESTRICTIONS: THERE ARE NO EXTERIOR PAINT COLOR RESTRICTIONS. WALMART CAN USE THEIR PROTO COLORS GRAY AND BLUE.
- SWIPE UP: PER BILL DENNIS, THERE ARE NO FORESEEABLE ISSUES WITH THE PROPOSED PARAPET AND SWIPE UP.
- ALLOWED SIGNAGE SF: THERE ARE NO RESTRICTIONS FOR SIGN SIZE, OVERALL SQUARE FOOTAGE OR QUANTITY ALLOWED.
- EXISTING SIGNAGE SF: 643.07 SF
- PROPOSED SIGNAGE SF: 486.46 SF

ISSUED: 02/01/2021

COLOR LEGEND

	P#	COLOR NAME
	P49E	DARK GRAY
	P76U	WALMART BLUE (URETHANE-LIKE)
	P134E	LIGHT GRAY
	P135E	MEDIUM GRAY
	P162E	BLACK GRAY

KEYNOTES

7.04	METAL FASCIA COVER
7.06	WATER DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM

FINISH KEY

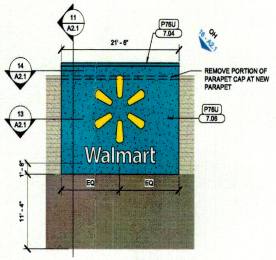
P49E	DARK GRAY
P76U	WALMART BLUE (URETHANE-LIKE)
P134E	LIGHT GRAY
P135E	MEDIUM GRAY
P162E	BLACK GRAY

SHEET NOTES

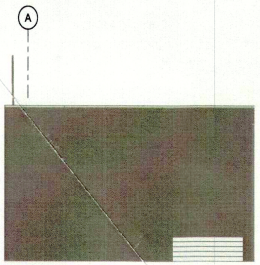
1. POWER WASH EXTERIOR WALLS PRIOR TO PAINTING AT IMPACTED AREAS.
2. PATCH AND REPAIR EXTERIOR WALL SURFACES, DAMAGED OR EXPOSED DUE TO REMOVAL OF BUILDING MOUNTED ITEMS, TO MATCH ADJACENT AS REQUIRED.
3. NOT USED.
4. REFER TO DETAILS ON SHEET A3.1 FOR SUBSTRATE AND FINISH REQUIREMENTS AT LOCATIONS OF BUILDING MOUNTED SIGNS.
5. RESURFACE EXISTING EIFS WHERE NOTED.
6. NOT USED.
7. PAINT EXTERIOR OF BUILDING AS SHOWN. PRIOR TO PAINTING WALL AT LOCATION(S) OF LIT ID/LOGO SIGN(S), COORDINATE SCOPE OF WORK WITH WALMART CM.
8. PAINT DOOR HOODS, HOLLOW METAL STEEL DOORS AND FRAMES, GUTTERS AND DOWNSPOUTS, EXPOSED METAL FLASHING, HANDRAILS, AND EXPOSED MISCELLANEOUS STEEL TO MATCH ADJACENT BUILDING COLOR UNO
9. NOT USED.
10. PAINT CANOPY STRUCTURAL STEEL AND FLASHING TO MATCH ADJACENT WALL.
11. NOT USED.
12. NOT USED.
13. NOT USED.
14. NOT USED.
15. NOT USED.
16. DO NOT PAINT LED WALL PACK HOUSINGS
17. NOT USED.
18. PAINT GARDEN CENTER STEEL DOORS AND FRAMES TO MATCH ADJACENT BUILDING WALL. IF THERE ARE TWO COLORS AT ADJACENT WALL, USE BOTTOM COLOR FOR ENTIRE DOOR AND FRAME.
19. NOT USED.
20. AT MASONRY LOCATIONS WHERE SIGNS ARE BEING REPLACED, PAINT AREA BEHIND SIGN TO MATCH EXISTING COLOR. FEATHER PAINT OUT TO BLEND WITH EXISTING. REF SPEC 09900.

DEMOLITION NOTES

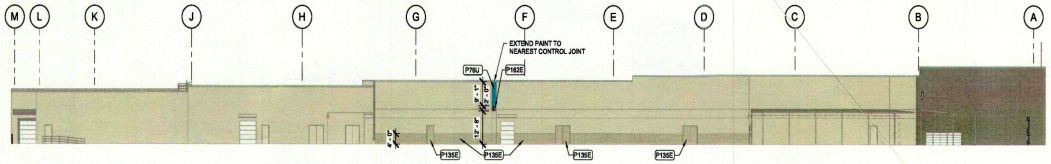
1. REMOVAL OF LIT ID/LOGO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS BY OTHERS.
2. GENERAL CONTRACTOR TO PATCH/REPAIR HOLES LEFT AFTER SIGNS ARE REMOVED AND REPAINT AS SCHEDULED
3. NOT USED.
4. NOT USED.
5. REMOVAL OF BUILDING MOUNTED ITEMS, SHOWN OR NOTED TO BE DEMOLISHED OR AS REQUIRED BY SCOPE OF WORK, SHALL OCCUR PRIOR TO PAINTING BUILDING. COORDINATE DEMOLITION WORK SO EXTERIOR PAINTING WILL OCCUR PRIOR TO INSTALLATION OF BUILDING MOUNTED ITEMS.



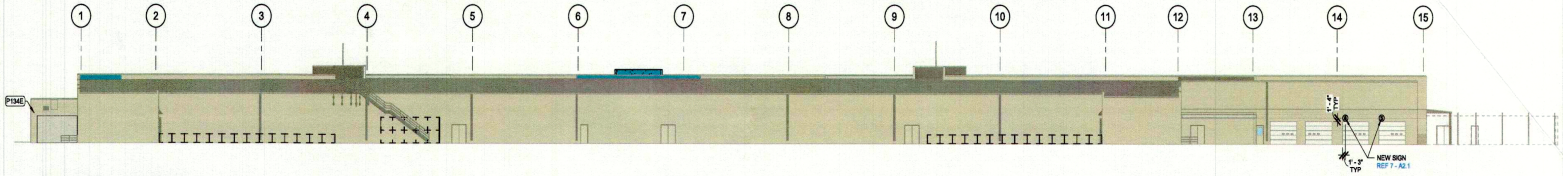
8 ENLARGED ELEVATION
1/8" = 1'-0"



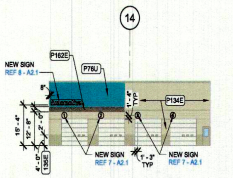
7 SIDE ELEVATION
1" = 10'-0"



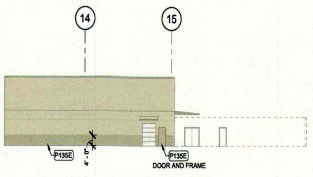
6 SIDE ELEVATION
1" = 20'-0"



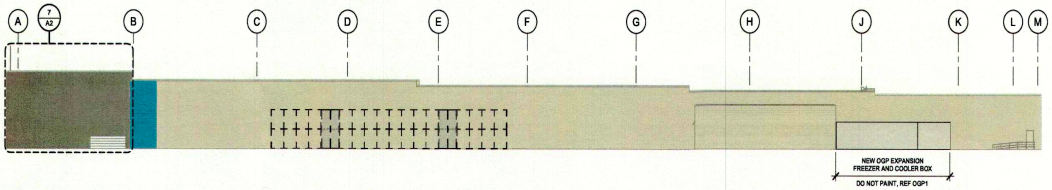
5 REAR ELEVATION
1" = 20'-0"



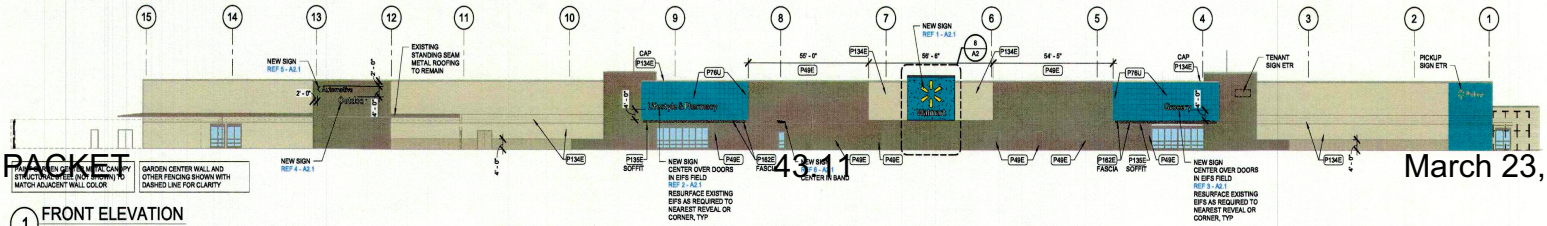
4 FRONT AUTO CENTER ELEVATION
1" = 20'-0"



3 REAR SEASONAL SHOP ELEVATION
1" = 20'-0"



2 SIDE ELEVATION
1" = 20'-0"



1 FRONT ELEVATION
1" = 20'-0"

GENERGY
1818 SOUTH TAYLOR STREET
SUITE 201
AMARILLO, TX 79104
806 677 9113
www.genergy.com

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CONSULTANTS

Walmart
MIDLAND, TX
STORE NO: 00606-247 | 186 PROTO SC
JOB NUMBER: USRA-006193 | PROTO

ISSUE BLOCK

CHECKED BY:	RJUT
DRAWN BY:	JTU
PROTO CYCLE:	12/04/2020
DOC DATE:	01/25/2021

DOCUMENTS WITHOUT SIGNATURE AND REQUIRED SEAL OF AOR/EOR ARE NOT FOR CONSTRUCTION

JAMES EDWARD TURNER
ARCHITECT OF RECORD

EXTERIOR ELEVATIONS

SHEET: A2

Walmart Pickup

WALMART
SIGN PRESENTATION

4517 N MIDLAND DR
MIDLAND, TX 79707

EZZI SIGNS
EST. 2005

Site Plan



N

SITE PLAN
SCALE: NTS

EZZI SIGNS
EST. 2005

16611 West Little York Rd
Houston, Texas 77084
EZZISIGNS.COM
713-232-0071

PROJECT:
WALMART

ADDRESS:
4517 N MIDLAND DR
MIDLAND, TX 79707

DATE: 01/04/2021

PROJECT NUMBER:
ES01491

DESIGNER:
ROSAN

REVISIONS
R1: 02/05/2021
REMOVE SIGN C
R2: 00/00/2020
DESIGN UPDATE
R3: 00/00/2020
DESIGN UPDATE

APPROVALS / DATE

CLIENT:

LANDLORD:

SEVEN YEAR WARRANTY

UL Installation requirements. This sign is to be installed in accordance with the requirements of article 600 of the national electric code and other applicable local codes. This includes proper grounding and bonding of the sign.

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A

QTY : 2 FACES



NEW FACES: SHEET METAL
VINYL: 3630-337 PROCESS BLUE & 3630-25 SUNFLOWER

ILLUMINATION: VERIFY INTERIOR LIGHTING FOR UPGRADE TO LEDs

DESIGN
SCALE: 3/8" = 1' - 0"



CURRENT ELEVATION
SCALE: NTS



UPDATED ELEVATION
SCALE: 1/8" = 1' - 0"

EZZI SIGNS
EST. 2005
16611 West Little York Rd
Houston, Texas 77084
EZZISIGNS.COM
713-232-0071

PROJECT:
WALMART

ADDRESS:
4517 N MIDLAND DR
MIDLAND, TX 79707

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DESIGN UPDATE

APPROVALS / DATE

CLIENT:

LANDLORD:

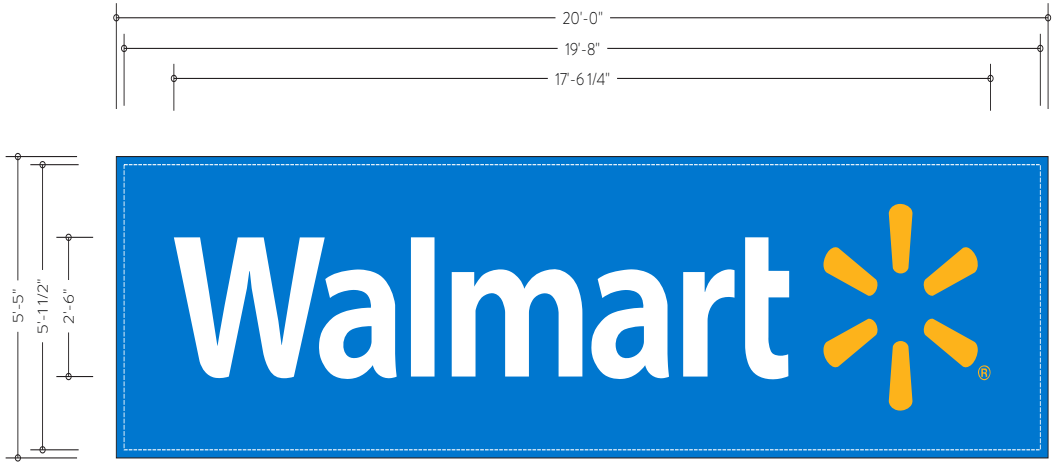
SEVEN YEAR WARRANTY

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B

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MIDLAND, TX 79707

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ROSAN

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R1: 02/05/2021
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DESIGN UPDATE
R3: 00/00/2020
DESIGN UPDATE

APPROVALS / DATE

CLIENT:

LANDLORD:

SEVEN YEAR WARRANTY

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Walmart Wall Sign - Loop 250

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0218

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: JENNIFER COBBS C/O CYNTERGY		Phone (918)346-6818 Email jcobbs@cyntergy.com permits@cyntergy.com	
Address 810 S. CINCINNATI, 2ND FLOOR	City TULSA	State OK	Zip 74119

Property Owner Printed Name: WALMART R.E. BUS. TRUST		Phone (479)273-6705 Email hamidul.hoq@walmart.com	
Address 2608 SE J STREET	City BENTONVILLE	State AR	Zip 72716

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4517 N MIDLAND DRIVE, MIDLAND, TX 79707

Legal Description WAL-MART STORES #01-0608
Lot: 01C Block: 033 Subdivision: NORTHGATE SEC 26

Current Zoning: PDSC, PLANNED DISTRICT FOR A SHOPPING CENTER W/ AN UNDERLYING ZONE OF LR-2, LOCAL RETAIL DISTRICT

Proposed Zone: (AMENDED PD SITE PLAN-SIGNS)
(List by tracts if more than one district is requested)

Reason for Zone Change Request:
REQUESTING AMENDED PD SITE PLAN REVIEW, PROPOSED UPDATED EXTERIOR WALL SIGN PACKAGE

Present Use of Property: MERCANTILE-RETAIL/GROCERY

Proposed Use of Property: MERCANTILE-RETAIL/GROCERY

How would this zone change affect the public health, safety and welfare?
THE SIGN CHANGES WOULD POSITIVELY AFFECT THE THE PUBLIC HEALTH, SAFETY, AND WELFARE. INCLUDED IN THE UPDATED SIGNS WILL BE A NEW PICKUP & SPARK SIGN INDICATING THE ONLINE GROCERY PICKUP IS AVAILABLE

Describe how conditions affecting the property have changed since present zoning designation: NO CHANGES TO THE PROPERTY

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jennifer Cobbs c/o Cyntergy	Date: 02/02/2021
Applicant (printed): JENNIFER COBBS C/O CYNTERGY	
Property Owner (signature):	Date: 02/02/2021
Property Owner (printed) : HAMIDUL HOQ ON BEHALF OF WALMART	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear JENNIFER COBBS who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by WALMART, 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.

Jennifer Cobbs c/o Cyntergy
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

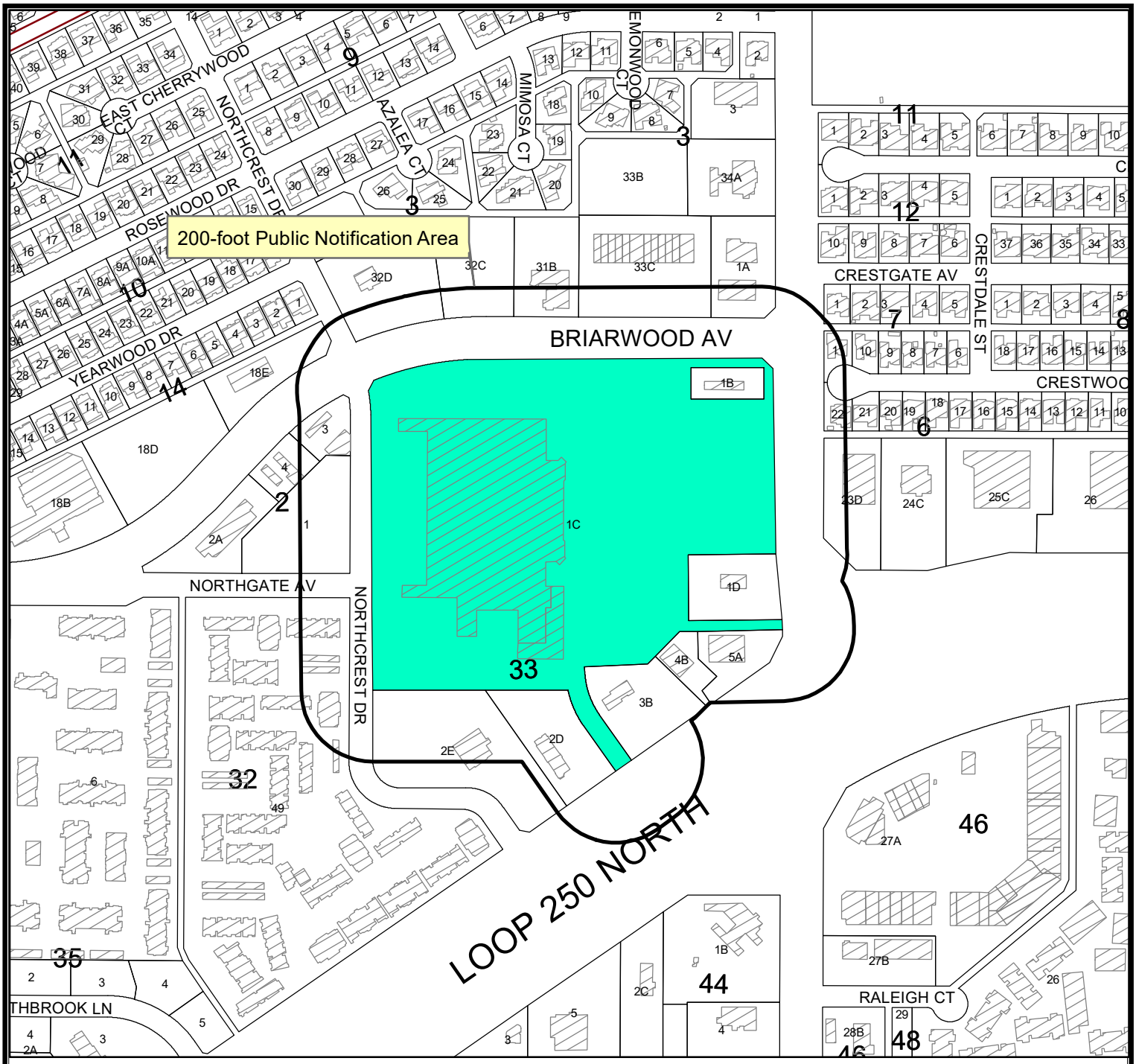
_____

NOTARY PUBLIC, ~~MIDLAND COUNTY, TEXAS~~

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 89194	
Received By: Cristal Bruns	Date: FEB 03 2021
	BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



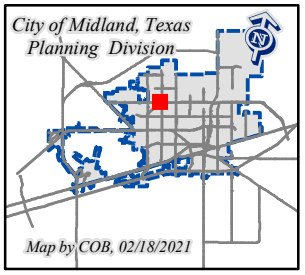
LOCATION MAP

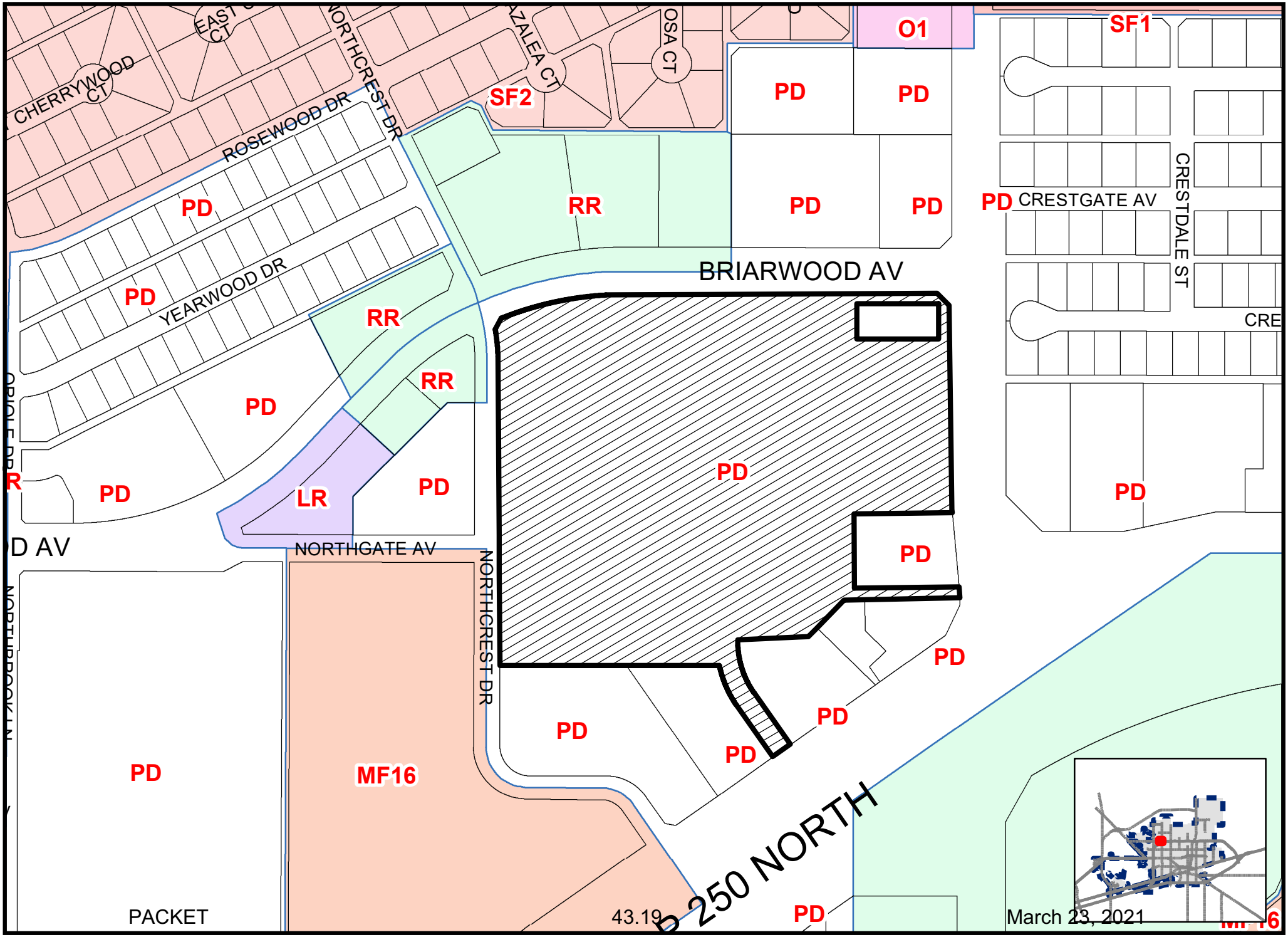
Z-21-0218 **Scale: 1" = 400'**

Consider a zone change from PD, Planned Development District for a Shopping Center to Amended PD, Planned Development District for a Shopping Center on Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of N. Midland Drive and Briarwood Avenue, Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By JM, 02/23/2021

Z-21-0218

Scale: 1" = 300'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 9640

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1C, BLOCK 33, NORTHGATE ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF NORTHGATE AVENUE AND NORTHCREST DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an Amended Planned District, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and it shall be used as an Amended Planned District, said property being described as follows:

Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special

conditions and restrictions:

A. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District, except as otherwise stated below.

B. That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit "A".

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 14th day of February, A.D., 2017; and passed to second reading

on motion of Council member Lacy, seconded by Council member Robnett, by the following vote:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Lacy, Robnett

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 Love, seconded by Council member Lacy, on the 28th day of February, A.D., 2017, at a regular meeting of the City Council:

Council members voting "AYE": Hotchkiss, Love, Sparks, Dufford, Lacy

Council members voting "NAY": None

PASSED AND APPROVED THIS 28th day of February, A.D., 2017.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

9640

City Council Agenda

APPROVED

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: **February 28, 2017**

TO: **City Council / City Manager**

FROM: **Ted Helm, Senior Planner**

SUBJECT: **Consider an ordinance on second reading on a request by BRR Architecture for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas. (Generally located northeast of the intersection of Northgate Avenue and Northcrest Drive. - Council District 1)**

Purpose:

The applicant is requesting a a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Zoning to the north is LR-2 and PDSC, Planned District for a Shopping Center and the location of a 1st Community Federal Credit Union and a small shopping center respectively.

Zoning to the east is PDHD, Planned District for a Housing Development and PDSC, Planned District for a Shopping Center, and are the locations of a residential subdivision and a Dollar Tree respecively.

Zoning to the south is PDSC, Planned District for a Shopping Center, and the location of a Panda Express, New Avenues, Papa John's, Wendy's, Chick-fil-A, and Texas Roadhouse.

Zoning to the west is LR-2, Local Retail District, PDOC, Planned District for an Office Complex, and MF-1, Multi-Family Dwelling District. The MF-1 district is the location of The Clusters Apartments, while the LR-2 and PDOC zoning districts have several stores including a restaurant, gas station and car cleaning services.

The property is located at 4517 N. Midland Drive in a PD, Planned District for a Shopping Center. This Planned District Amendment is to allow for Wal-Mart to add a canopy addition over existing parking to establish an online order pickup area.

The canopy is shown in the attached Exhibit A will have an approximate area of 1,440 square feet.

The previous Ordinance for this property (#7844) was approved on April 27, 1999.

The proposed use of the property is compatible with the uses and development of the surrounding area and the proposed use fits the retail designation the future land use plan calls for in this location.

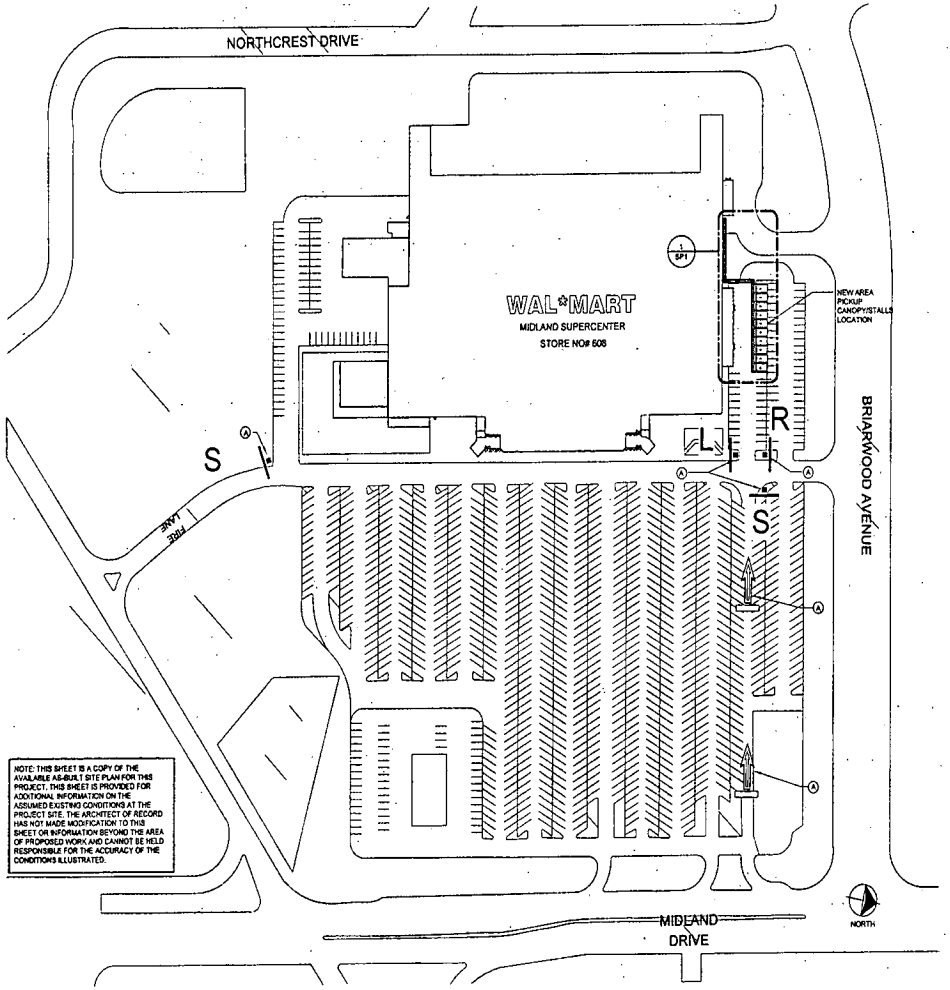
Staff recommends approval of this zone change from PD, Planned District for a Shopping Center to an Amended Planned District.

Letters of Objection:

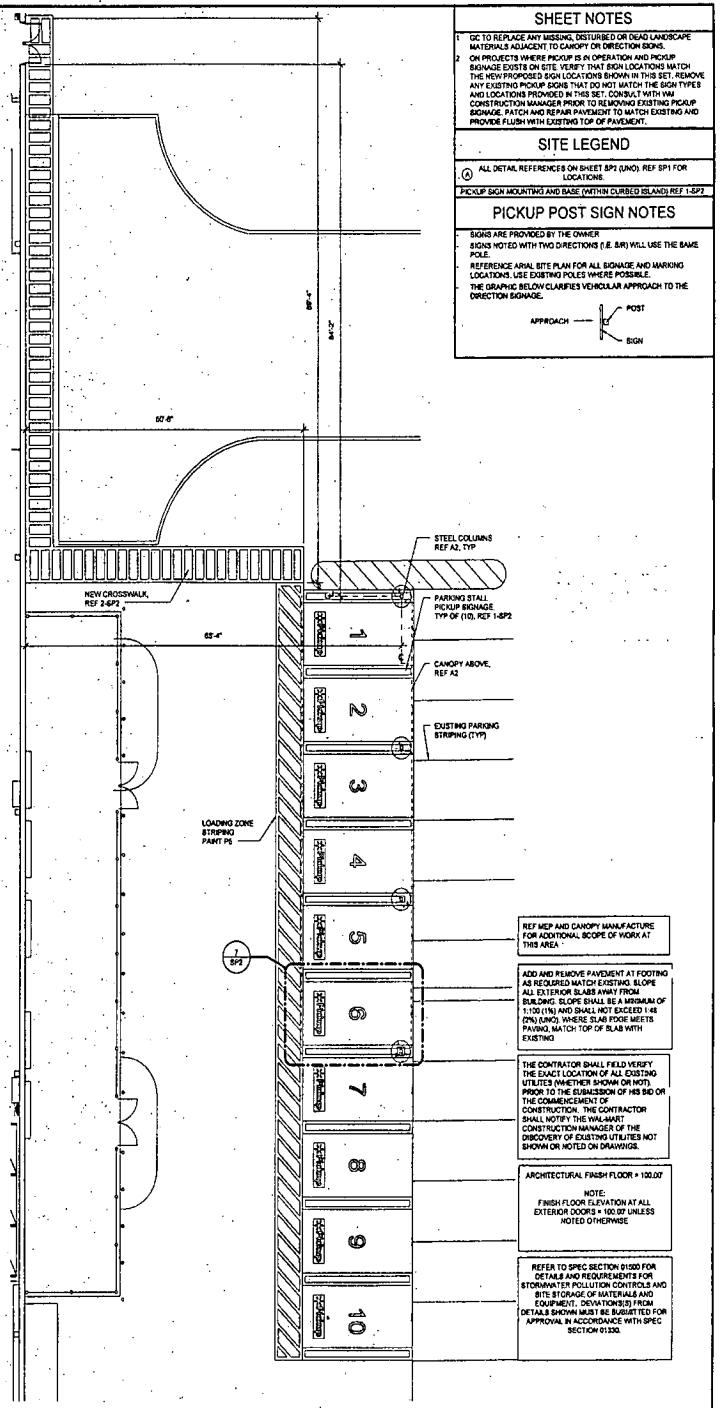
As of February 10, 2017, no letters of objection have been received.

Attachments:

Exhibit A (Site Plan)
Application
Maps
Ordinance No. 7844



2 SITE DIRECTIONAL SIGNAGE PLAN
NTS



1 GROCERY PICKUP PLAN
1" = 10'-0"

SHEET NOTES

1. GC TO REPLACE ANY MISSING, DISTURBED OR DEAD LANDSCAPE MATERIALS ADJACENT TO CANOPY OR DIRECTION SIGNS.
2. ON PROJECTS WHERE PICKUP IS IN OPERATION AND PICKUP SIGNAGE EXISTS ON SITE, VERIFY THAT SIGN LOCATIONS MATCH THE NEW PROPOSED SIGN LOCATIONS SHOWN IN THIS SET. REMOVE ANY EXISTING PICKUP SIGNS THAT DO NOT MATCH THE SIGN TYPES AND LOCATIONS PROVIDED IN THIS SET. CONSULT WITH WM CONSTRUCTION MANAGER PRIOR TO REMOVING EXISTING PICKUP SIGNAGE. PATCH AND REPAIR PAVEMENT TO MATCH EXISTING AND PROVIDE FLUSH WITH EXISTING TOP OF PAVEMENT.

SITE LEGEND

(A) ALL DETAIL REFERENCES ON SHEET SP2 (UNO). REF SP1 FOR LOCATIONS

PICKUP SIGN MOUNTING AND BASE (WITHIN CURBED ISLAND) REF 1-SP2

PICKUP POST SIGN NOTES

- SIGNS ARE PROVIDED BY THE OWNER
- SIGNS NOTED WITH TWO DIRECTIONS (I.E. &R) WILL USE THE SAME POLE.
- REFERENCE ARIAL SITE PLAN FOR ALL SIGNAGE AND MARKING LOCATIONS. USE EXISTING POLES WHERE POSSIBLE.
- THE GRAPHIC BELOW CLARIFIES VEHICULAR APPROACH TO THE DIRECTION SIGNAGE.

APPROACH — POST — SIGN

B | R | R architecture

STIPULATION FOR REUSE

CONSULTANTS

Walmart
MIDLAND, TX
4517 N Midland Drive
STORE NO: 0606
JOB NUMBER: 9954-2232 | OOP (NVP)

ISSUE BLOCK

CHECKED BY:
DRAWN BY: PB
PROTO:
DOCUMENT DATE: 12/05/16

REGISTERED ARCHITECT — STATE OF TEXAS — 12.9.16

SITE PLAN

SHEET: SP1

Case Number: 2-16-0031

MIDLAND
Planning Division

APPLICATION TO AMEND A PLANNED DISTRICT/SITE PLAN APPROVAL

I. APPLICATION

Applicant:

Myrna Smith, BRR Architecture Inc (Name) | (913) 236-3440 or (913) 262-9095 (Phone)

6700 Antioch Plaza, Suite 300, Merriam, KS 66204 (Address) | myrna.smith@brrarch.com (Email)

Property Owner:

Walmart R.E. Business Trust (Name) | (479) 273-4000 (Phone)

702 SW 8th St, Bentonville, AR 72717 (Address) | gerald.taylor@walmart.com (Email)

Representative (*please see affidavit on page 2*):

Myrna Smith, BRR Architecture, Inc. (Name) | (913) 236-3440 or (913) 262-9095 (Phone)

6700 Antioch Plaza, Suite 300, Merriam, KS 66204 (Address) | myrna.smith@brrarch.com (Email)

Street address: 4517 N Midland Dr, Midland, TX 79707

Legal Description: Property ID #: R000034096

If Platted: Lot: 01C; Block: 033; Subdivision: ADDN: Northgate Sec 26

If Unplatted: *Attach Metes & Bounds Description with Surveyor's Seal (Describe each district separately)

Present Zone: PDSC Proposed Zone: Same

(List by tracts if more than one district is requested)

Reason for Amendment or Site Plan Approval: Allocate area of parking for online order pickup, with Canopy over space, exterior wall sign and directional signs. Limited interior remodel accounting for customer seating area and related storage near front of the store for General Merchandise pickup operation.

Present Use of Property: Retail

Proposed Use of Property: N/A

How would this 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

II. FEES & SUBMITTALS

Application Fee ($550.00, plus $75 per additional district): $ _____

2 FOLDED Copies of the PD Site Plan & 1 Extra Copy (11x17): 1
Digital Copies of Site Plan (PDF & JPEG): _____

VI. Signature

Property Owner (signature): Gerald E Taylor Date: 12/5/16

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 Myrna Smith, BRR Architecture Inc. who, being by me duly sworn, upon oath says: That (s)he is authorized by Gerald Taylor, Walmart, 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.

Myrna Smith BRR Architecture
Authorized Agent (signature)

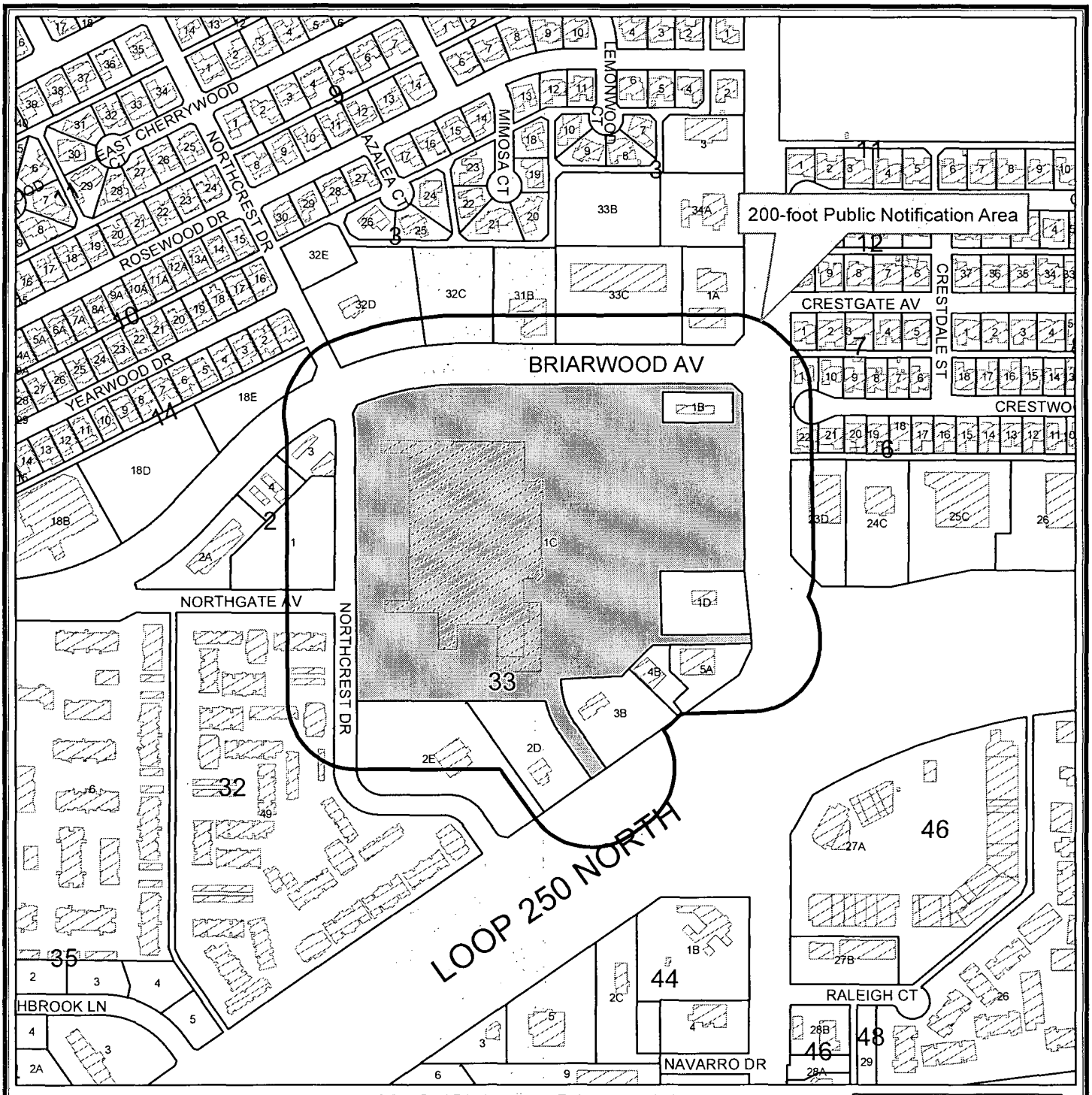
Subscribed and sworn to before me, this 5th day of December, 20 16, to certify which witness my hand and seal of office.

Sheila J. Ward
NOTARY PUBLIC, ~~MIDLAND COUNTY, TEXAS~~ Benton County AR

STATE OF ARKANSAS NOTARY PUBLIC
SHEILA J. WARD
MY COMMISSION # 12350098
EXPIRES: September 24, 2026
Benton County

FOR OFFICE USE ONLY
Rec'd By: _____ Date: _____
Assigned: _____
For: _____ On: _____

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

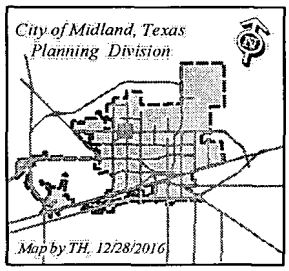
Z - 16 - 0031 **Scale: 1" = 400'**

Consider a request for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas.

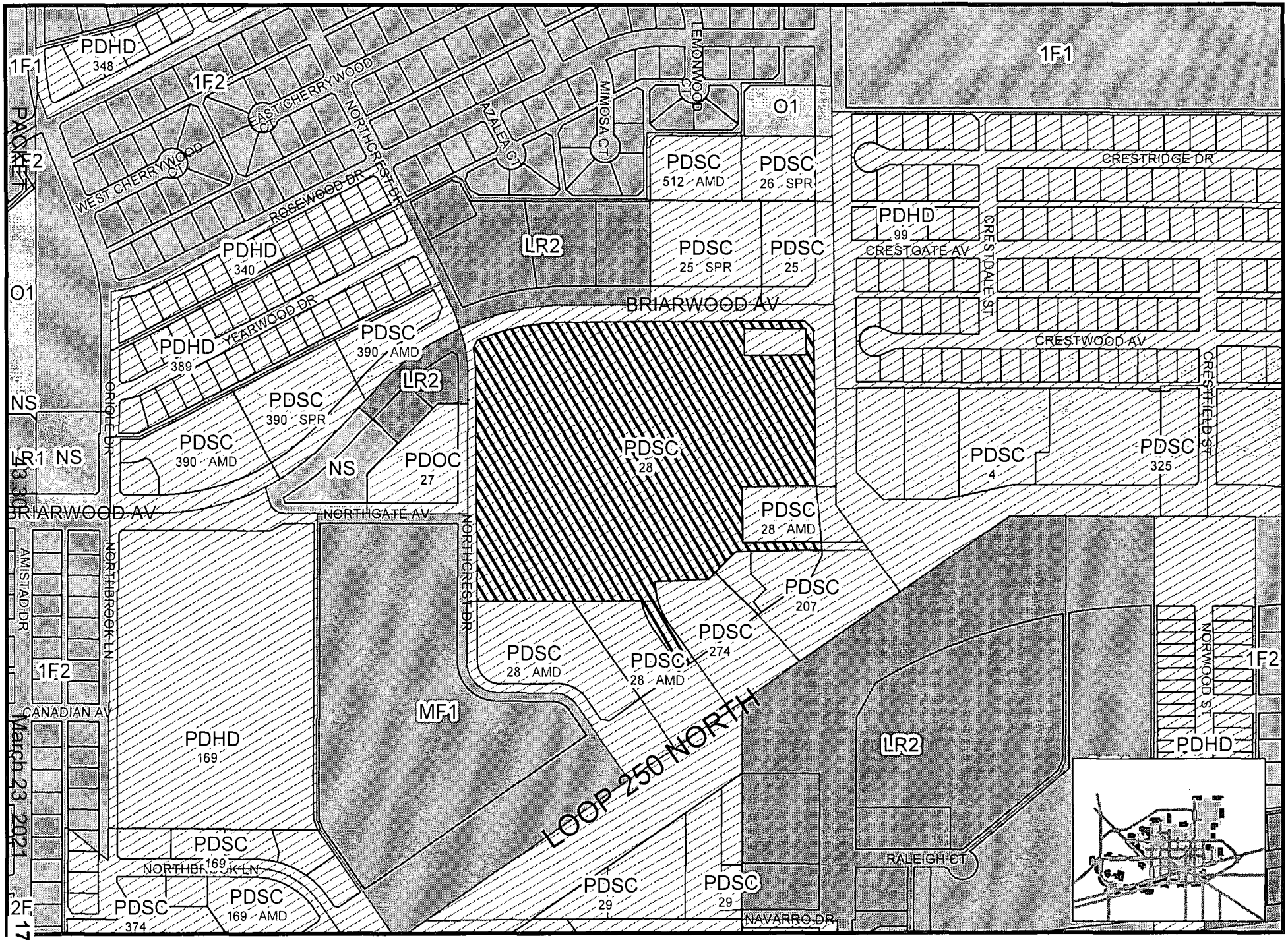
Generally located northeast of the intersection of Northgate Avenue and Northcrest Drive. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE F... DECISIONS MADE ON THE USE OF THIS DATA



rp By TH, 12/28/2016

Z - 16 - 0031

Scale: 1" = 400'

ZONING MAP

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ORDINANCE NO. 7844

AN ORDINANCE ADOPTING AN AMENDED SITE PLAN SUBJECT TO THE FOLLOWING CONDITIONS; 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, by Ordinance No. 7270, adopted September 14, 1993, the City Council granted a "Planned District" for a Shopping Center and adopted a site plan; 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 an amended site plan pursuant to Ordinance No. 7270 subject to special conditions;

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

SECTION ONE. That the amended site plan attached hereto as Exhibit "A" and "B" are hereby adopted as required by Ordinance No. 7270, which created a "Planned District" for a Shopping Center and is made a part hereof for all legal purposes and subject to the following special conditions:

A. That development of this property shall conform to the conditions shown on Exhibits "A" and "B" in all respects, except as otherwise stated below.

B. That all outdoor light fixtures shall be designed so as to avoid direct light from shining beyond the boundaries of this lot.

C. That all business signs shall conform to the regulations set forth in Section 11-7 of the City Code.

D. That a minimum of seven additional live oak trees shall be planted along the north property line, adjacent to

Briarwood Avenue, with a minimum caliper of two inches at the time of planting. The minimum spacing between trees shall be 30 feet. Said landscaping shall be irrigated with an automatic sprinkler system, and shall be maintained in a healthy, growing condition.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict including any inconsistency or conflict contained in Ordinance No. 7270.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 27th day of April, A.D., 1999; and passed to second reading on motion of Council member Brooks, seconded by Council member Cuevas, by the following vote:

Council members voting "AYE": Brooks, Cuevas, Wood, Brown, Burns and Simpson

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 Cuevas, seconded by Council member Brooks, on the 11th day of May, A.D., 1999, at a regular meeting of the City Council:

Council members voting "AYE": Cuevas, Brooks, Wood, Brown, Burns and Simpson

Council members voting "NAY": Washburn

PASSED AND APPROVED THIS 11th day of May, A.D., 1999.

Robert E. Burns, Mayor

ATTEST:

Kaylah J. McCord

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

ord\planning\pldist\Z-99-006









City Council Meeting

Item Number: 44

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak,

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOLCOTT AVENUE AND RANKIN HIGHWAY); 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)

Purpose:

The applicant, Laramie Acquisitions, LLC is requesting to rezone the property located at 2010 Rankin Highway for redevelopment.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

PD, Planned Development District for a Transitional District (Ordinance No, 8264)

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District and PD, Planned Development District for a Shopping Center and the locations of vacant land and a car dealership, respectively. The properties to the east are zoned PD, Planned Development District for a Shopping Center and RR, Regional Retail District and the locations of a restaurant and a shopping center, respectively. The property to the south is zoned PD, Planned Development District for a Shopping Center and the location of a shopping center. The property to the west is zoned TP, Technology Park District and the location of a storage yard.

Analysis:

The property in question is currently zoned PD, Planned Development District for a Transitional District. As intended by Ordinance No. 8264, this property is presently being used as an office complex and shop. The applicant is proposing to rezone this property in order to develop a restaurant.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection to zone change.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This property is located on a major arterial street, making it the ideal location for retail. It is also located next to several existing retail centers which include convenience stores, restaurants, and an automotive part store. Therefore, re-zoning this property to the RR, Regional Retail District would fit well with the character of this area.

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from PD, Planned Development District for a Transitional District to RR, Regional Retail District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of March 17, 2021

Attachments:

Application
Maps
Ordinance No. 8264

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOLCOTT AVENUE AND RANKIN HIGHWAY); 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, the City Code, and State law, 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 rezoning Lot 1, Block 4, Amaron Addition, Section 5, City and County of Midland, Texas (the "Property") to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Transition District to RR, Regional Retail District.

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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0210

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Laramie Acquisitions, LLC		Phone (214) 335-4702 Email chaynes@haynesdevco.com	
Address 4024 Goodfellow Drive	City Dallas	State TX	Zip 75229
Property Owner Printed Name: SWEPI LP		Phone (832) 337-6543 Email jared.cole@shell.com	
Address 150 N. Dairy Ashford, Bldg. A	City Houston	State TX	Zip 77079
Representative *(if different from Applicant or Property Owner)* Firm: Laramie Acquisitions, LLC Printed Name: Coy Haynes		Phone (214) 335-4702 Email chaynes@haynesdevco.com	
Address 8214 Westchester, Suite 950	City Dallas	State TX	Zip 75225

Street Address: 2010 Rankin Highway

Legal Description
Lot: 1 Block: 4 Subdivision: Amaron Addition Section 5

Current Zoning: 2010 Rankin - PD,

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Zone Change Request: We want to change the zoning from a PD to RR

Present Use of Property: Metal Building Offices

Proposed Use of Property: Restaurants

How would this zone change affect the public health, safety and welfare? It would allow for new restaurants to service the area.

Describe how conditions affecting the property have changed since present zoning designation: When these buildings and PD were put in place, the only retail area was McDonald's, Sonic and Tractor Supply. Now there is a Walmart and countless other retail users.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 1/11/21
Applicant (printed): Coy Haynes	
Property Owner (signature):	Date: 1/9/21
Property Owner (printed) : Jim Ketter	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Jim Ketter who, being by me duly sworn, upon oath says: That (s)he is ~~the owner of~~ authorized by SWEPI LP, the owner of the above described property, to fully represent ~~himself~~ SWEPI LP 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*) Jim Ketter

Subscribed and sworn to before me, this 07 day of January, 2021, to certify which witness my hand and seal of office.

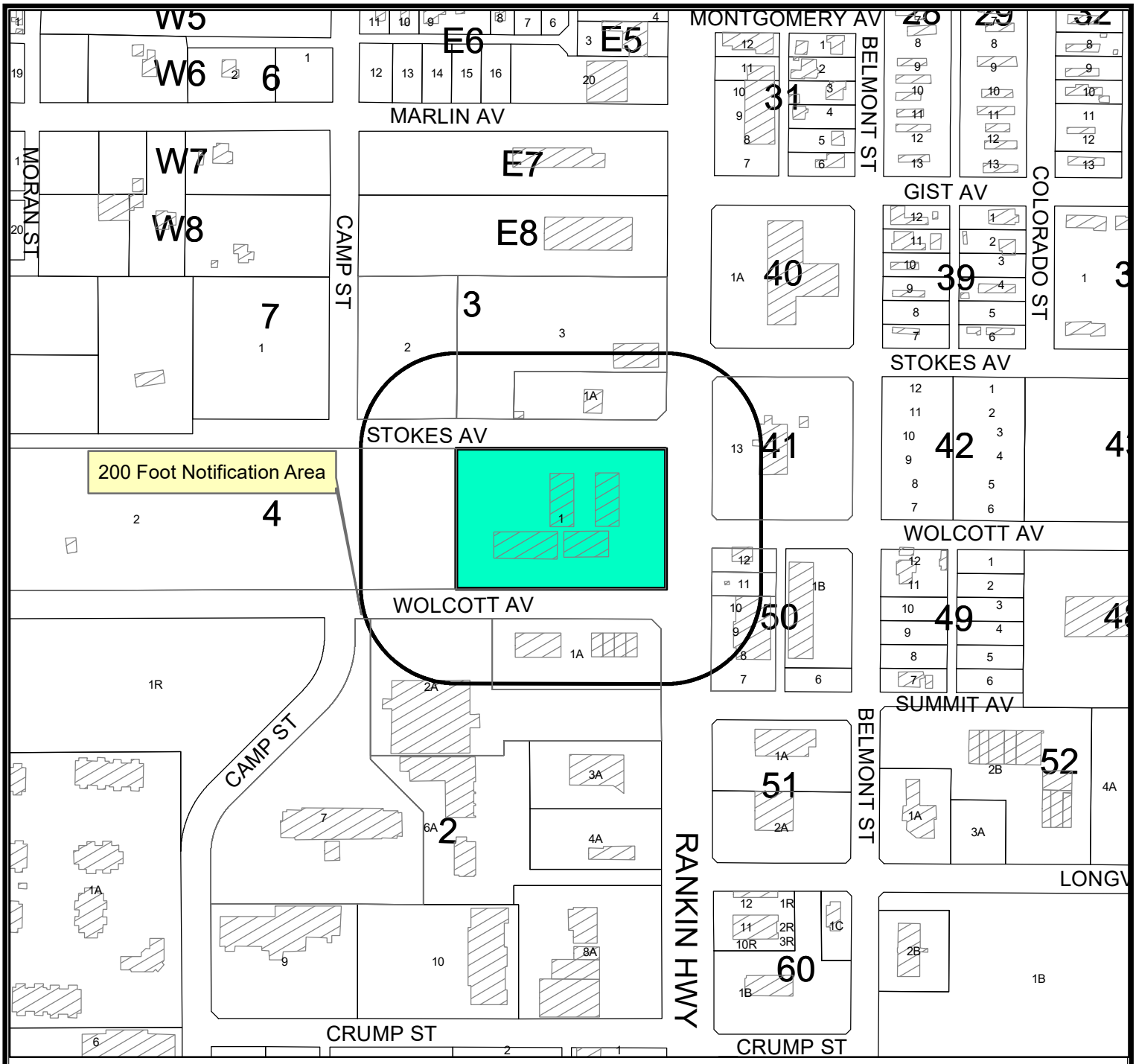
LISA MARIE OFFIELD
Notary Public, State of Texas
Comm. Expires 02-26-2023
Notary ID 130130507

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

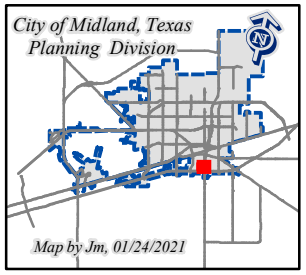
Z-21-0210 **Scale: 1" = 300'**

Consider a request by Laramie Acquisitions, LLC for a zone change from PD, Planned Development District to RR, Regional Retail District on Lot 1, Block 4, Amaron Addition, Section 5, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of Wolcott Avenue and Rankin Highway. (Council District 2)

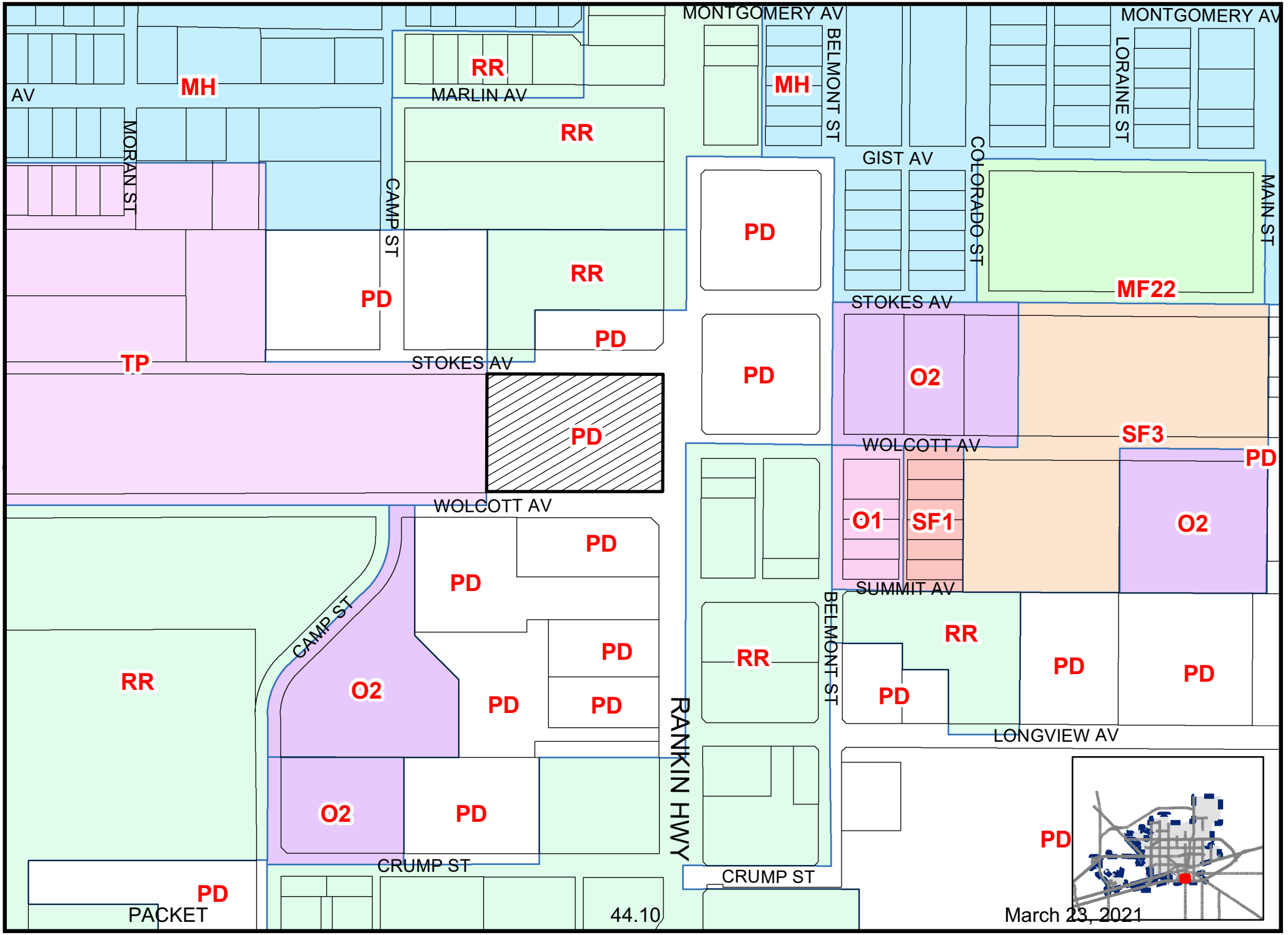
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

March 23, 2021



Map By JM, 01/24/2021

Z-21-0210

Scale: 1" = 300'

ZONING MAP

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ORDINANCE NO. 8264

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 3.33 ACRE TRACT OF LAND OUT OF SECTION 3, BLOCK 39, T-2-S, T & P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT TO BE USED AS PD, PLANNED DISTRICT FOR A TRANSITION DISTRICT; 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 Transition District set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned LR-2, Local Retail District, and it shall be used as a PD, Planned District for a Transition District, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

A 3.33 acre tract of land out of Section 3, Block 39, T-2-S, T & P RR Co. Survey

City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the use of this property as an office complex with a shop building shall conform to Exhibit A (site plan) and Exhibit B (elevation drawings);

B. That the shop building may be used for the storage and maintenance of oil-field related equipment, provided that all such uses shall be conducted within the enclosed shop;

C. That outdoor storage on this tract shall be strictly prohibited;

D. That all landscaping shall be installed as indicated on the site plan shall be irrigated and maintained in a healthy, growing condition;

E. That all building lighting shall be directed downward and that no lighting shall be directed upward except for lighting of the United States flag.

F. That a Certificate of Occupancy shall be obtained to ensure that all conditions of this ordinance are met prior to use of the property.

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

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 28th day of September, A.D., 2004; and passed to second reading on motion of Council member Dingus, seconded by Council member Hailey, by the following vote:

Council members voting "AYE": Dingus, Hailey, Perry, Morgan, Canon and Simpson

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 Dingus, seconded by Council member Dufford, on the 12th day of October, A.D., 2004, at a regular meeting of the City Council:

Council members voting "AYE": Dingus, Dufford, Perry, Morgan, Canon, Simpson and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 12th day of October, A.D., 2004.

Michael J. Canon, Mayor

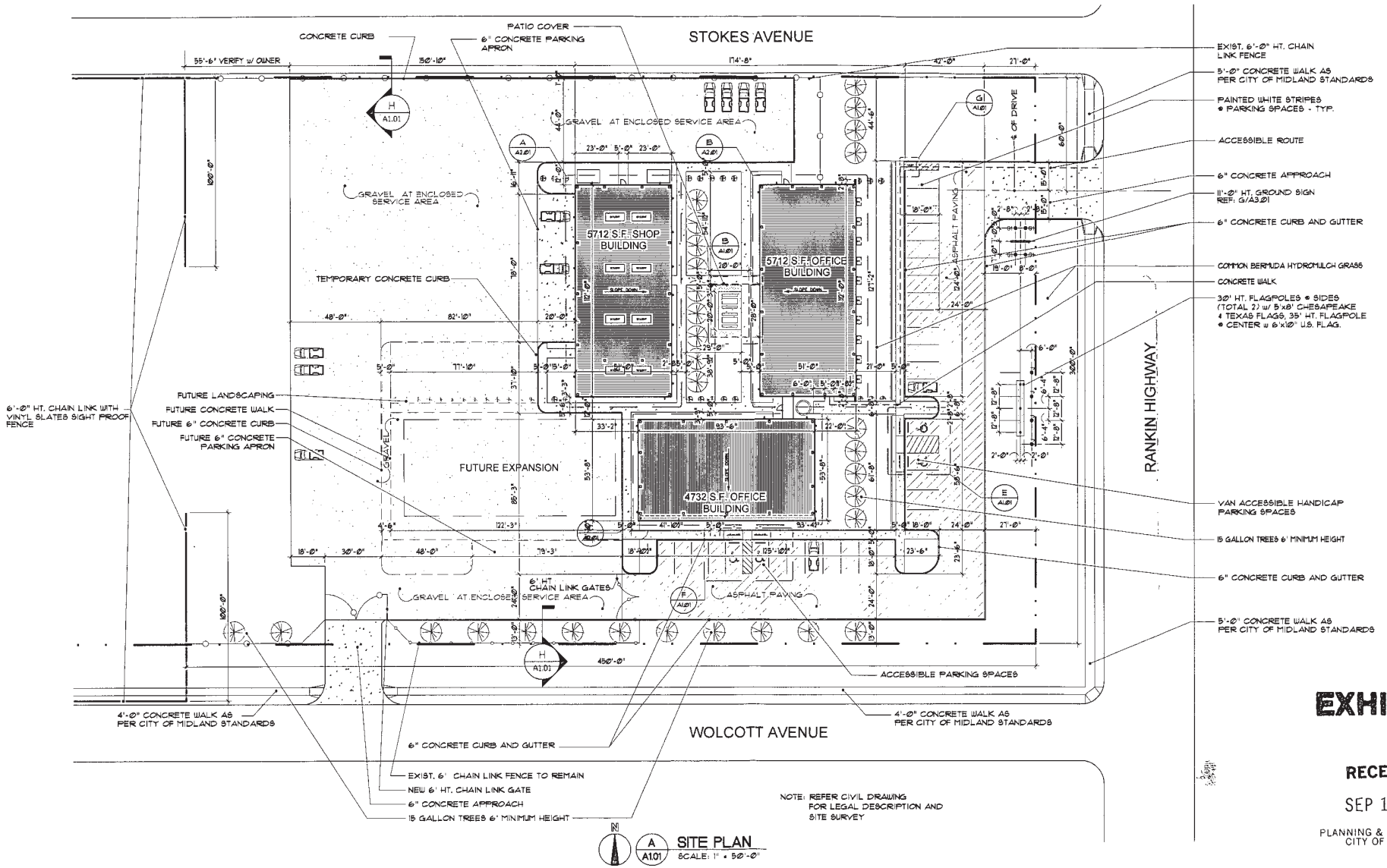
ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Ord 8264



Elliott + Associates Architects
35 Harrison Avenue · Oklahoma City, OK 73104
405-232-9554

March 23, 2021

44.14

PACKET

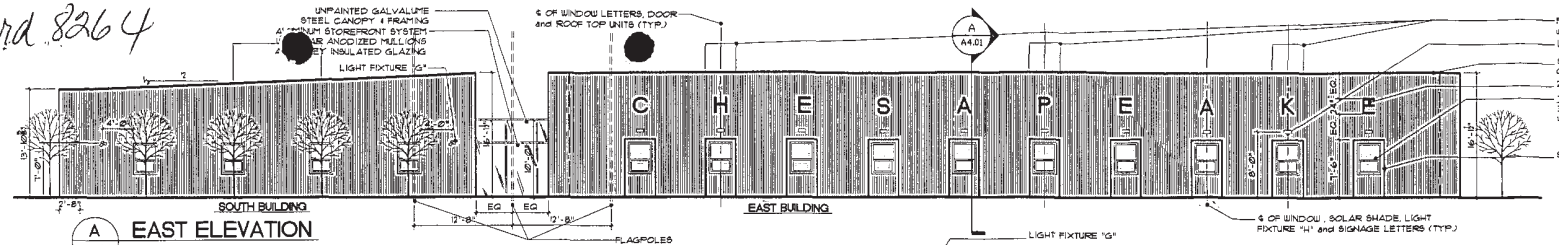
CHESAPEAKE ENERGY CORPORATION
MIDLAND FIELD OFFICE
WOLCOTT AVENUE and RANKIN HIGHWAY
MIDLAND, TEXAS

EXHIBIT A

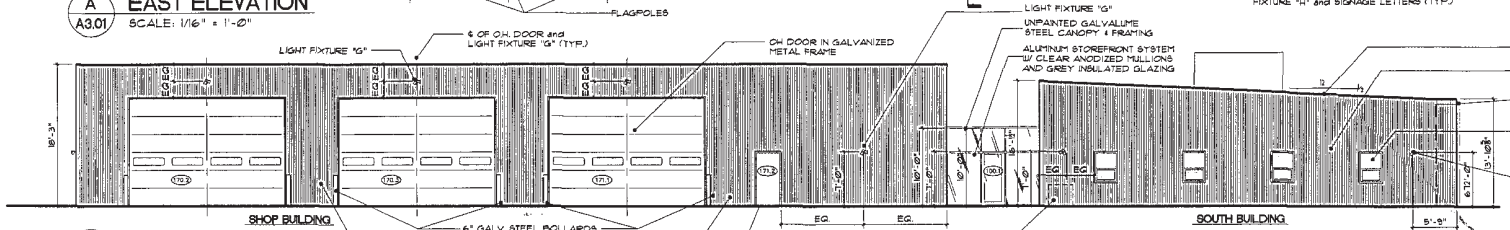
RECEIVED
SEP 13 2004
PLANNING & DEVELOPMENT
CITY OF MIDLAND

CASE NO. Z-04-015

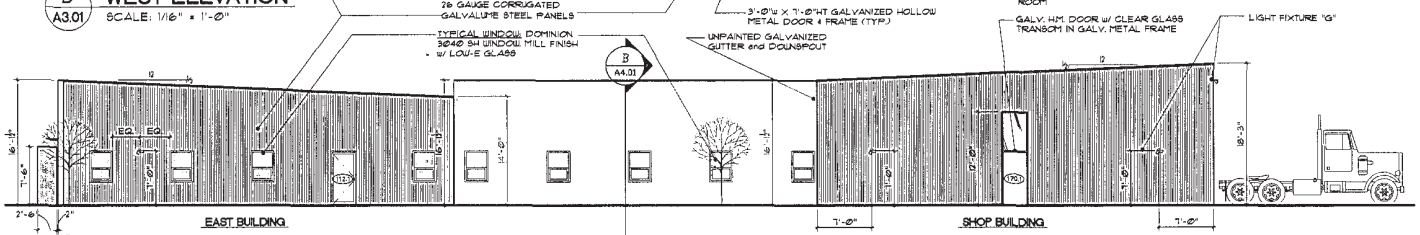
Ord. 8264



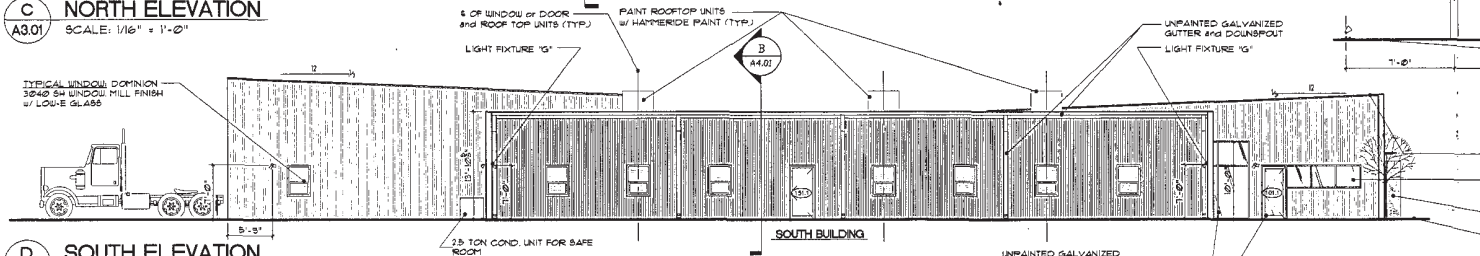
A A3.01 **EAST ELEVATION**
SCALE: 1/16" = 1'-0"



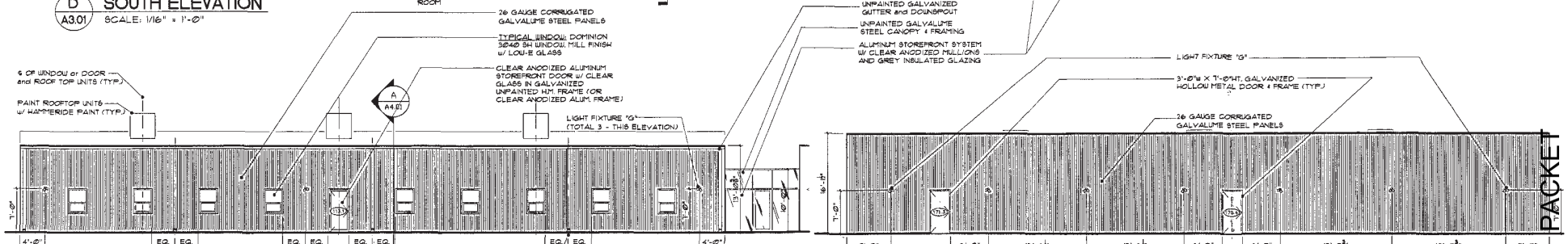
B A3.01 **WEST ELEVATION**
SCALE: 1/16" = 1'-0"



C A3.01 **NORTH ELEVATION**
SCALE: 1/16" = 1'-0"

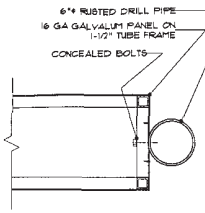


D A3.01 **SOUTH ELEVATION**
SCALE: 1/16" = 1'-0"

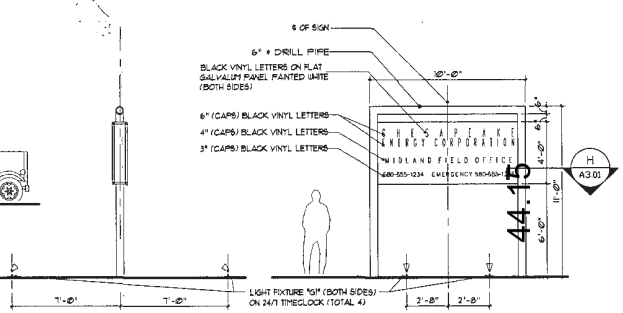


E A3.01 **WEST ELEVATION**
SCALE: 1/16" = 1'-0" @ COURTYARD

F A3.01 **EAST ELEVATION**
SCALE: 1/16" = 1'-0" @ COURTYARD



H A3.01 **PLAN DETAIL**
SCALE: 3/4" = 1'-0"



G A3.01 **SIGNAGE ELEVATION**
SCALE: 1/8" = 1'-0" SUBMIT SIGNAGE COPY AND FABRICATION DRAWINGS FOR APPROVAL

Elliott + Associates Architects
35 Harrison Avenue - Oklahoma City, OK 73104
405-232-9554

March 23, 2021

44.15

PACKET

CHESAPEAKE ENERGY CORPORATION
MIDLAND FIELD OFFICE
WOLCOTT AVENUE and RANKIN HIGHWAY
MIDLAND, TEXAS

EXHIBIT B

City Council Agenda

Approved for Agenda:
MJohnston
City Manager's Office

MEETING DATE: September 28, 2004

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-04-015, Chesapeake Energy Corporation.

Purpose:

At 11:06, hold a public hearing and consider a request for a zone change from LR-2, Local Retail District to PD, Planned District for an Transition District.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

N/A

Discussion:

Chesapeake Energy proposes to construct a new office complex with a three-bay shop for truck parking, storage, and equipment maintenance work for their Midland based well-service operations. The office use is allowed in the LR-2 district, however, the uses planned for the shop are limited to a commercial district. Thus, a zone change is needed.

The complex will initially consist of three buildings; a fourth may be added if expansion is warranted. The buildings will be 4,700 to 5,700 square feet in area, one-story in height, and constructed of metal. At the Planning and Zoning Commission meeting, concern was expressed over the intended metal facade, and the Commission recommended that elevation drawings be submitted. The applicant has supplied elevation drawings, but no changes have been made in regards to the building material.

Landscaping will consist of grass, shrubs, and over thirty trees, which will be 15-gallon size and at least 6-feet in height. Regarding signage, the site plan shows an 11-foot, externally lit business sign near the north driveway, plus a wall sign on the main building.

This zone change request applies to only a 3.33-acre portion of the 12.47 total acreage owned by Chesapeake. The applicant has expressed a need for outdoor storage of oil-field related equipment, but is aware that such storage would be prohibited on the office tract. The remaining acreage is in the IP-1, Industrial Park District, in which outdoor storage is permitted provided that a six-foot screening fence is erected. Open chain link fence is planned along Wolcott Avenue and Stokes Avenue. A slatted chain link fence will be installed along the PD and IP-1 zoning boundaries to ensure adequate screening of any outdoor storage.

Attachments:

Application
Maps
Exhibit A - Site Plan
Exhibit B - Elevation Drawings
Exhbit C - Illustrative Rendering

CDS




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DOLLAR
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City Council Meeting

Item Number: 45

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-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 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION 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)

Purpose:

The applicant, Landon Torres is requesting a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services on the property located at 3402 W Loop 250 North in order to open a new and used car dealership.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single Family Dwelling District, and the location of vacant land. The properties to the east and west are zoned RR, Regional Retail District and the locations of a mini storage facility and a garden, respectively. The property to the south is zoned PD, Planned District for a Shopping Center, and the location of Midland Park Mall.

Analysis:

The property is located in the RR, Regional Retail District, which allows for the use of an Automobile or other Motorized Vehicle Sales and Service with the approval of a Specific Use Designation.

The property at 3402 West Loop 250 North is currently the site of vacant buildings. The applicant is proposing to remodel the existing buildings and redevelop the site into a dealership and service center for new and used automobiles. The combined area of the two buildings is approximately 7,700 square feet. The proposed site plan (Exhibit A) shows that there will be seven parking spaces in the front for display or customer parking. Additional parking will be provided in the rear of the property. The western building will be used for sales and delivery while the eastern building will be used for an indoor showroom and service center. The proposed hours of operations are the following:

Monday through Friday, from 8:00 a.m. to 6:00 p.m.

Per the zoning ordinance, a specific use designation without term is required for Automobile or other Motorized Vehicle Sales and Service within the RR, Regional Retail District.

The Automobile or othe Motorized Vehicle Sales and Services will need to comply with the standards as listed in Section 4.04.A.6 of the Zoning Ordinance.

6. Automobile or Other Motorized Vehicle Sales and Service Standards
a) Allowed by Specific Use Designation, according to the permitted Use Chart.
b) All exterior light sources shall be of a down-light type, indirect, diffused, or shielded type luminaries and so installed as to reduce glare effect and consequent interference with use of adjacent properties and boundary streets.
c) No intermittent or flashing lights shall be permitted.
d) Luminaries shall be mounted at a height not to exceed 30 feet as measured vertically from the horizontal surface of the nearest parking pavement.
e) All building façades shall be constructed with the same masonry materials that meet the masonry regulations for the zoning district in which the property is located.
f) No exterior auditory devices shall be permitted.

Additionally, parking requirements for the Automobile or other Motorized Vehicle Sales and Service will need to comply with the standards as listed in Section 6.02 Off-Street parking and Loading requirements of the Zoning Ordinance. The required parking spaces for this proposed use should be calculated as follows:

One space for each 400 square feet of Floor Area, minimum of five spaces

As indicated on the site plan, there are approximately 7,700 square feet of floor area between the two buildings. This would require 20 parking spaces; the applicant is proposing 27 spaces.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AH, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood.

An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

Transportation: (Approved with Conditions)

With any significant changes to the site, access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Building Code: (Approved)

No objections.

Planning:

The majority of neighboring properties are developed in to retail and other commercial businesses. Therefore, development of this property into an automobile sales and service center would fit with the general character of the area. If building permits are required for this project, there is also an opportunity to beautify this site by bringing it up to the current standards of the City's Landscaping Regulations.

This request was recommended for denial by a three (3) to three (3) vote at the March 1, 2021 Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for Automobile Sales and Service, subject to Condition A through E.

Conditions:

A. That the use and development of the property shall significantly conform to the site plan (Exhibit A).

B. That the use of the Automobile Sales and Service shall conform to the standards as outlined in Section 4.04.A.6, of the Zoning Ordinance.

C. That the days and hours of operation of the Automobile or other Motorized Vehicle Sales and Service shall be limited to:

Monday through Friday, from 8:00 a.m. to 6:00 p.m.

D. That the off-street parking and loading shall conform to the standards as outlined in section 6.02.E of the Zoning Ordinance.

E. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the Automobile Sales and Service to ensure that the conditions of this permit are satisfied.

Letters of Objection:

As of March 17, 2021, staff has received two (2) letters of objection which constitute 28.6 percent of the 200-foot notification area. Since the objections exceed 20 percent of the notification area, a three-fourths vote is required by the City Council for this request to be approved.

Attachments:

Metes and Bounds (Exhibit A)
Site Plan (Exhibit B)
Application
Maps

Letter of Objections
Objection Map

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-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 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION 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, the City Code, and State law, 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 granting a Specific Use Designation Without Term for a 0.91-acre tract of land out of Section 5, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, said tract being the tract identified as "0.91 Acres" out of the 1.66-acre tract described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for Automobile or other Motorized Vehicle Sales and Service (the "Specific Use"), together with

the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes.

B. That the use and development of the Property for the Specific Use shall conform to the development standards of Section 11-1-4.04.A.6 of the City Code.

C. That the days and hours of operation of the Specific Use shall be limited to Monday through Friday from 8:00 a.m. to 6:00 p.m.

D. That off-street parking shall be provided on the Property in accordance with Section 11-1-6.02.E of the City Code.

E. That the applicant shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation Without Term 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

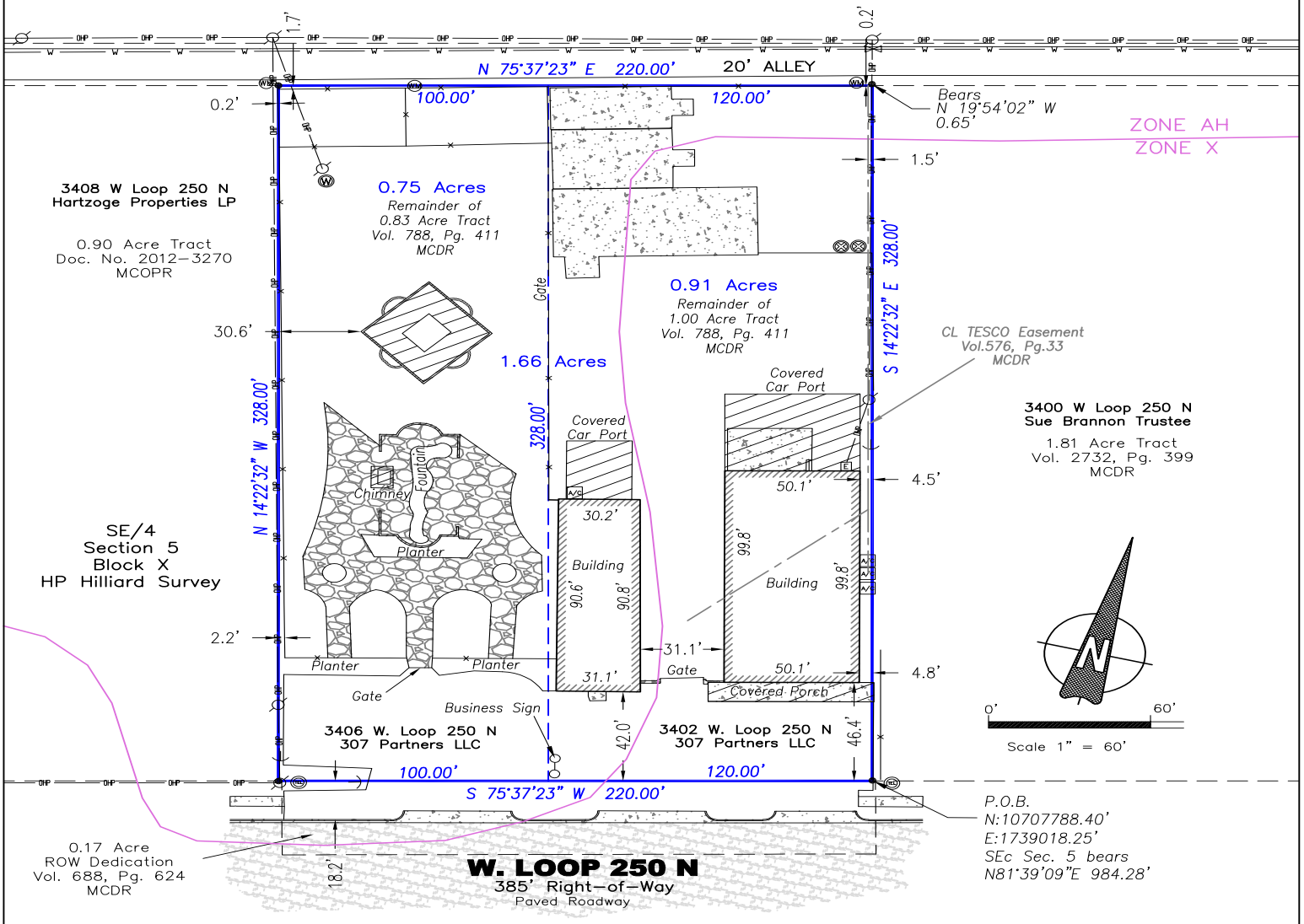
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

TITLE SURVEY OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



SURVEY BASED ON TITLE COMMITMENT GF NO. WTA-80C-48802014909 PROVIDED BY WEST TEXAS ABSTRACT TITLE COMPANY ISSUED NOVEMBER 20, 2020 WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2020.
SCHEDULE B (survey related items):
10.
b. Right of Way Easement to Gulf Refining Company, recorded in V82, P323, MCDR. – DOES NOT AFFECT
c. Right of Way to State of Texas, recorded in V115, P612, MCDR. – DOES NOT AFFECT
d. Easement and Right of Way to Texas Electric Service Company, recorded in V292, P326. MCDR. – DOES NOT AFFECT
e. Easement to Gulf Pipe Line Company and Gulf Gulf Production Company, recorded in V406, P720, MCDR. – DOES NOT AFFECT
f. Easement to Texas Electric Service Company, recorded in V430, P353, MCDR. – DOES NOT AFFECT
g. Guy and Anchorage Permit to Texas Electric Service Company, recorded in V464, P218, MCDR. – DOES NOT AFFECT
h. Easement and Right of Way to The Public, recorded in V567, P112 and V568, P1, MCDR. – DOES NOT AFFECT
i. Easement and Right of Way to Texas Electric Service Company, recorded in V568, P246, MCDR. – DOES NOT AFFECT
j. Easement and Right of Way to Texas Electric Service Company, recorded in V576, P33, MCDR. – AFFECTS, SHOWN

FLOOD NOTE:
Part of this Property is in Zone AH and DOES LIE within a Special Flood Hazard Area as graphically scaled onto FEMA Map No. 48329C0067F, Dated September 16, 2005, Prepared for Midland County, Texas.

I, Aaron S. Burrell, do hereby certify: This plat represents a legal survey made on the ground on December 02, 2020, by me, of the property legally described hereon. All information shown is true and correct to the best of my knowledge and belief.

08 December 2020

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

LEGEND

- Fd ½" Iron Rod
- Power Pole
- Water Meter
- Water Well
- Air Conditioner
- Sewer Cleanout
- Guy Wire
- Electric Meter
- Telephone Ped.
- Fence
- Rock

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

AARON BURRELL LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

PACKET 45 10
March 23, 2021

METES & BOUNDS DESCRIPTION OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Legal Description: 1.66 Acres of Land in the Southeast Quarter of Section 5, Block X, HP Hilliard Survey and Being All of a 1.00 Acre Tract and a 0.83 Acre Tract recorded in Volume 788 Page 411, Deed Records, Less and Except a 0.17 Acre Right of Way Dedication recorded in Volume 688 Page 624, Deed Records, all in the City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N: 10707788.40', E: 1739018.25') a 1/2" iron rod found in the north right of way line of W. Lop 250 N in the east line of said 1.00 acre tract and the west line of a 1.81 acre tract recorded in Volume 2732 page 399, Deed Records, being the southeast corner of this tract, whence the southeast corner of said Section 5 bears North 81°39'09" East, a distance of 984.28 feet;

Thence South 75°37'23 West with the north right of way line of said W. Loop 250 N, at a distance of 120.00 feet pass the west line of said 1.00 acre tract and the east line of said 0.83 acre tract, continuing for a total distance of 220.00 feet to a 1/2" iron rod found in the west line of said 0.83 acre tract and the east line of a 0.90 acre tract recorded in Document No. 2012–3270, Official Public Records, being the southwest corner of this tract;

Thence North 14°22'32" West with the west line of said 0.83 acre tract and the east line of said 0.90 acre tract, a distance of 328.00 feet to a 1/2" iron rod found in the south line of a 20 Foot Alley at the northwest corner of said 0.83 acre tract and the northeast corner of said 0.90 acre tract, being the northwest corner of this tract;

Thence North 75°37'23" East with the south line of said 20 Foot Alley, at a distance of 100.00 feet pass the northeast corner of said 0.83 acre tract and the northwest corner of said 1.00 acre tract, continuing for a total distance of 220.00 feet to a point for the northeast corner of said 1.00 acre tract and the northwest corner of said 1.81 acre tract, being the northeast corner of this tract, whence a 1/2" iron rod found near this corner bears North 19°54'02" West, a distance of 0.65 feet;

Thence South 14°22'32" East with the east line of said 1.00 acre tract and the west line of said 1.81 acre tract, a distance of 328.00 feet to the Point of Beginning;

Containing 1.66 acres of land.

Bearings, Distances, and Coordinates are based on the Texas Coordinate System, NAD 83, Central Zone (CORS).

08 December 2020

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

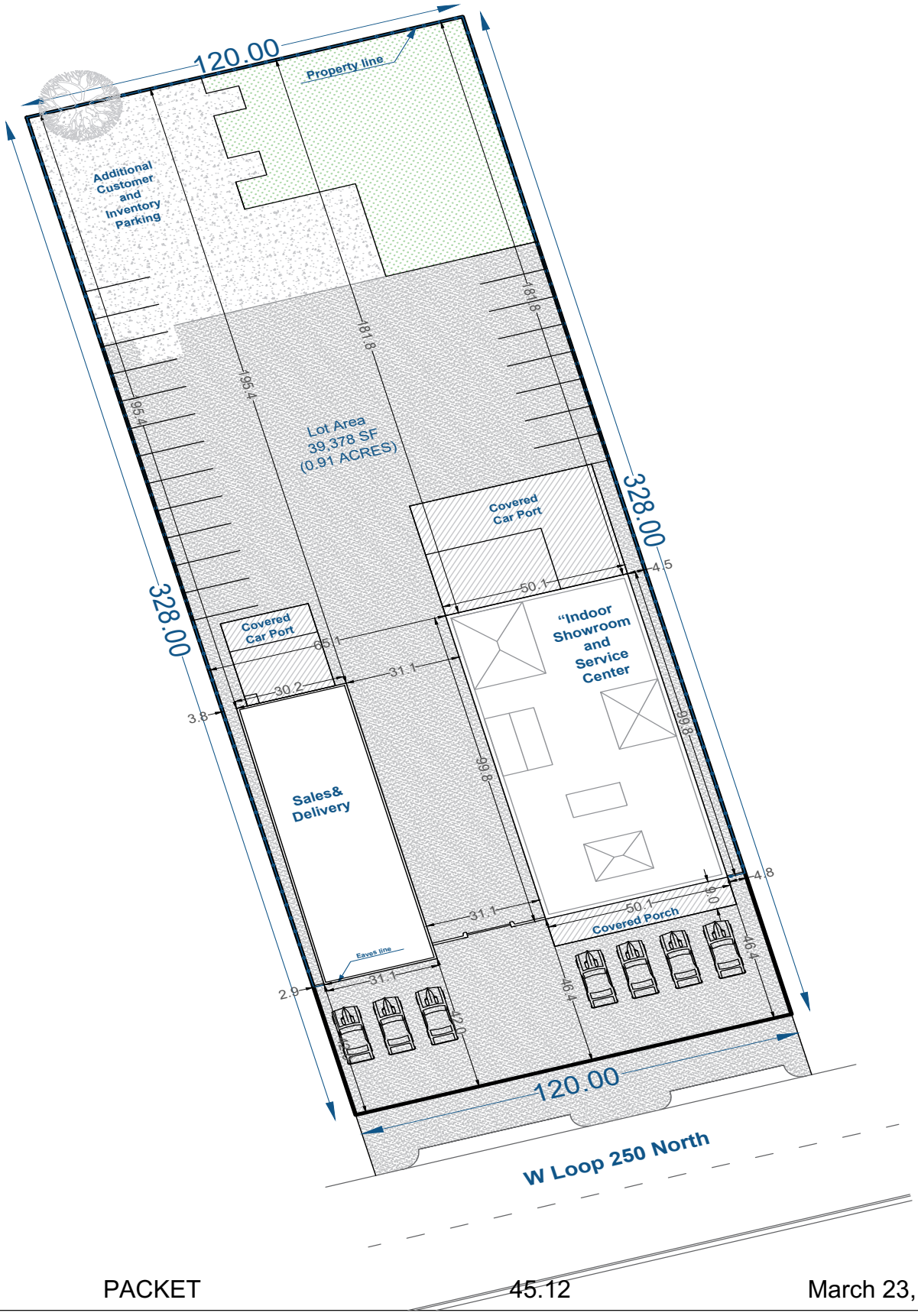
Aaron Scott Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

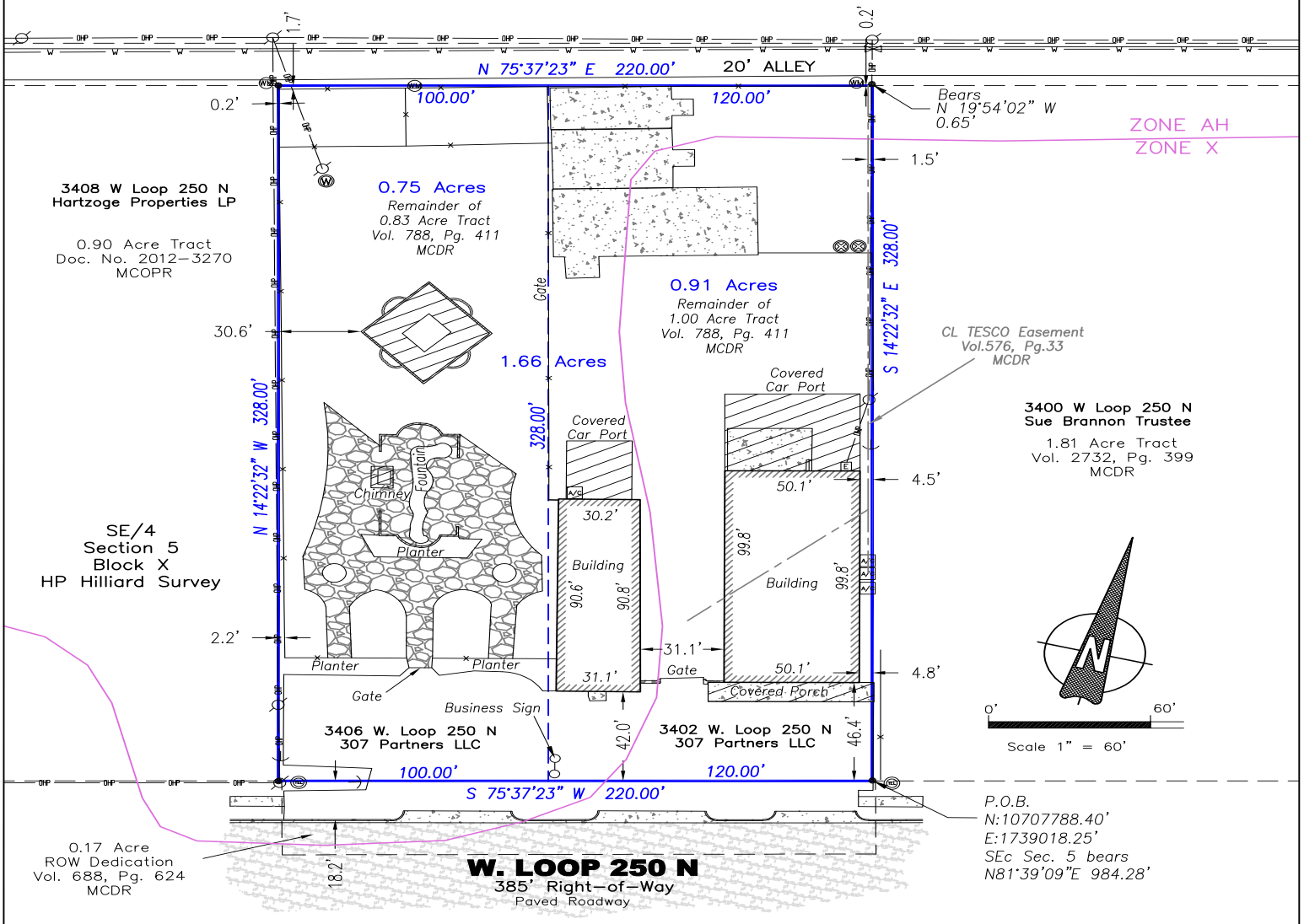
Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

EXHIBIT "B"

	Parcel#: 0001080.391.0010 Address: 3402 W Loop 250 North City, State, ZIP: Midland, Texas 79707 Purpose : Specific Use Designation Application Scale: 1"=30'	Owners: HERITAGE PROPERTIES Legal Info.: SEC: 5 SE/4 SURV: H P HILLIARD BLK: X Land Use Cat.: MISCELLANEOUS	



TITLE SURVEY OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



SURVEY BASED ON TITLE COMMITMENT GF NO. WTA-80C-48802014909 PROVIDED BY WEST TEXAS ABSTRACT TITLE COMPANY ISSUED NOVEMBER 20, 2020 WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2020.
SCHEDULE B (survey related items):
10.
b. Right of Way Easement to Gulf Refining Company, recorded in V82, P323, MCDR. – DOES NOT AFFECT
c. Right of Way to State of Texas, recorded in V115, P612, MCDR. – DOES NOT AFFECT
d. Easement and Right of Way to Texas Electric Service Company, recorded in V292, P326. MCDR. – DOES NOT AFFECT
e. Easement to Gulf Pipe Line Company and Gulf Gulf Production Company, recorded in V406, P720, MCDR. – DOES NOT AFFECT
f. Easement to Texas Electric Service Company, recorded in V430, P353, MCDR. – DOES NOT AFFECT
g. Guy and Anchorage Permit to Texas Electric Service Company, recorded in V464, P218, MCDR. – DOES NOT AFFECT
h. Easement and Right of Way to The Public, recorded in V567, P112 and V568, P1, MCDR. – DOES NOT AFFECT
i. Easement and Right of Way to Texas Electric Service Company, recorded in V568, P246, MCDR. – DOES NOT AFFECT
j. Easement and Right of Way to Texas Electric Service Company, recorded in V576, P33, MCDR. – AFFECTS, SHOWN

FLOOD NOTE:
Part of this Property is in Zone AH and DOES LIE within a Special Flood Hazard Area as graphically scaled onto FEMA Map No. 48329C0067F, Dated September 16, 2005, Prepared for Midland County, Texas.

I, Aaron S. Burrell, do hereby certify: This plat represents a legal survey made on the ground on December 02, 2020, by me, of the property legally described hereon. All information shown is true and correct to the best of my knowledge and belief.

08 December 2020

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

LEGEND

- Fd ½" Iron Rod
- Power Pole
- Water Meter
- Water Well
- Air Conditioner
- Sewer Cleanout
- Guy Wire
- Electric Meter
- Telephone Ped.
- Fence
- Rock

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

AARON BURRELL LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204, Midland, Texas 79701
P.O. Box 81041, Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

PACKET 45 13
March 23, 2021

METES & BOUNDS DESCRIPTION OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Legal Description: 1.66 Acres of Land in the Southeast Quarter of Section 5, Block X, HP Hilliard Survey and Being All of a 1.00 Acre Tract and a 0.83 Acre Tract recorded in Volume 788 Page 411, Deed Records, Less and Except a 0.17 Acre Right of Way Dedication recorded in Volume 688 Page 624, Deed Records, all in the City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N: 10707788.40', E: 1739018.25') a 1/2" iron rod found in the north right of way line of W. Lop 250 N in the east line of said 1.00 acre tract and the west line of a 1.81 acre tract recorded in Volume 2732 page 399, Deed Records, being the southeast corner of this tract, whence the southeast corner of said Section 5 bears North 81°39'09" East, a distance of 984.28 feet;

Thence South 75°37'23 West with the north right of way line of said W. Loop 250 N, at a distance of 120.00 feet pass the west line of said 1.00 acre tract and the east line of said 0.83 acre tract, continuing for a total distance of 220.00 feet to a 1/2" iron rod found in the west line of said 0.83 acre tract and the east line of a 0.90 acre tract recorded in Document No. 2012–3270, Official Public Records, being the southwest corner of this tract;

Thence North 14°22'32" West with the west line of said 0.83 acre tract and the east line of said 0.90 acre tract, a distance of 328.00 feet to a 1/2" iron rod found in the south line of a 20 Foot Alley at the northwest corner of said 0.83 acre tract and the northeast corner of said 0.90 acre tract, being the northwest corner of this tract;

Thence North 75°37'23" East with the south line of said 20 Foot Alley, at a distance of 100.00 feet pass the northeast corner of said 0.83 acre tract and the northwest corner of said 1.00 acre tract, continuing for a total distance of 220.00 feet to a point for the northeast corner of said 1.00 acre tract and the northwest corner of said 1.81 acre tract, being the northeast corner of this tract, whence a 1/2" iron rod found near this corner bears North 19°54'02" West, a distance of 0.65 feet;

Thence South 14°22'32" East with the east line of said 1.00 acre tract and the west line of said 1.81 acre tract, a distance of 328.00 feet to the Point of Beginning;

Containing 1.66 acres of land.

Bearings, Distances, and Coordinates are based on the Texas Coordinate System, NAD 83, Central Zone (CORS).

08 December 2020

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

Aaron Scott Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
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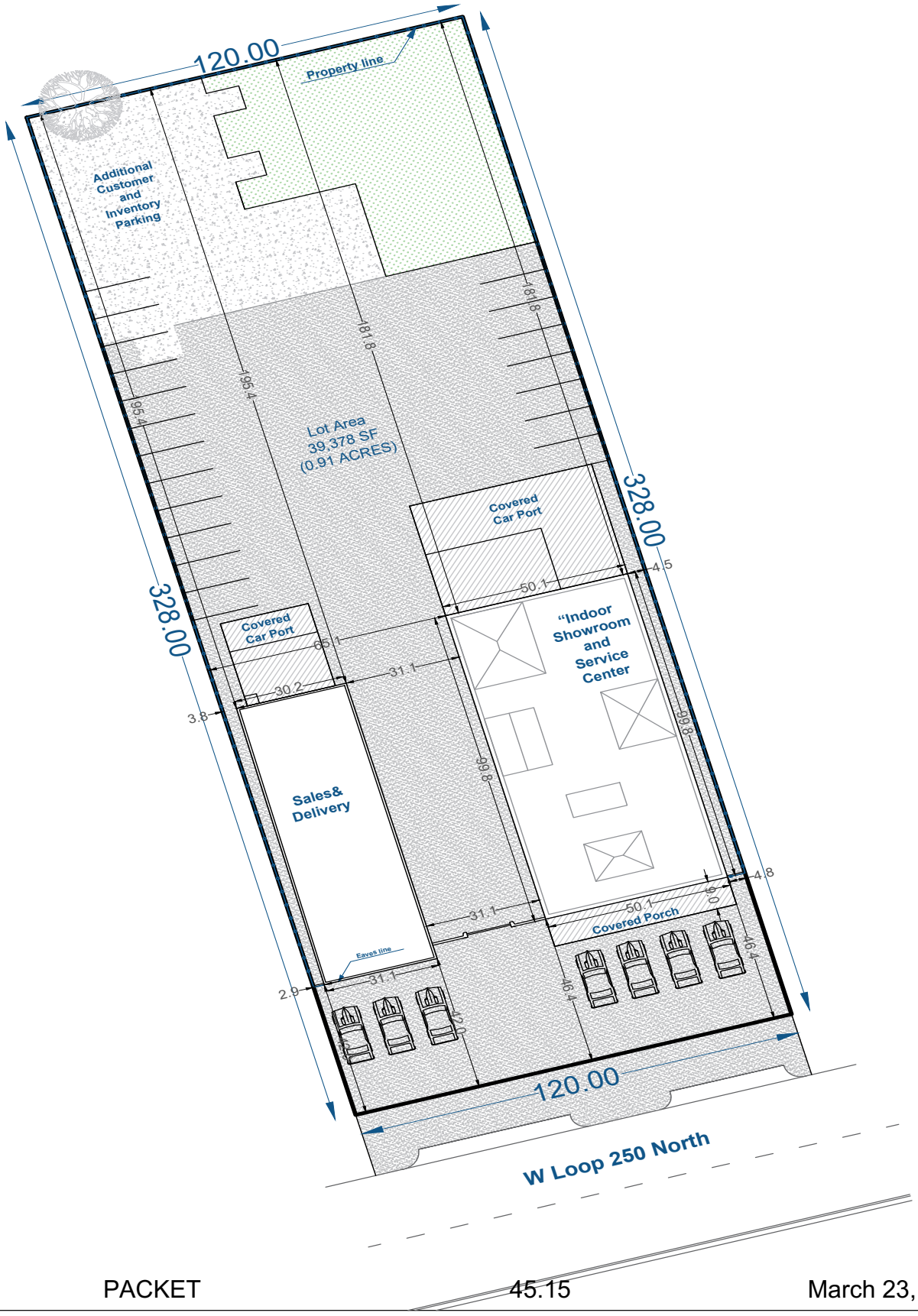
Parcel#: 0001080.391.0010
Address: 3402 W Loop 250 North
City, State, ZIP: Midland, Texas 79707
Purpose : Specific Use Designation Application

Scale: 1"=30'

Owners: HERITAGE PROPERTIES

Legal Info.: SEC: 5 SE/4 SURV: H P HILLIARD BLK: X

Land Use Cat.: MISCELLANEOUS



MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUDwo-21-0021

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Landon Torres		Phone 432-664-7764 Email	
Address PO Box 80789	City Midland	State TX	Zip 79708

Property Owner Printed Name: Jeff Somers (307 Partners, LLC)		Phone 432-664-7764 Email	
Address 3402 W Loop 250 N	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Landon Torres		Phone 432-664-7764 Email	
Address PO Box 80789	City Midland	State TX	Zip 79708

Type of Permit: SUD

For Office Use Only
☐ with Term ☐without Term

Is there any Code Enforcement action pending on property? ☐ Yes ■ No

Street Address: 3402 W Loop 250 N

Legal Description
Lot: 10 Block: 391 Subdivision:

Current Zoning: RR

Maximum Floor Area: 7700 **Maximum Occupancy:** 30

Proposed hours and days of use or operation: Monday-Friday 8:00 AM-6:00 PM Motor vehicle sales and repair.
A business providing sales, display and service of new and used motorized vehicles

Reason for request: Texland plans to open a retail location on Loop 250 to gain a competitve location to other dealers and service centers in this area of town.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: There are already other dealerships and service centers for vehicles on loop 250 within a two miles radius both ways that handle a much larger volume of vehicle sales and service work. Texland will conduct business in a similar way that will not affect the general welfare of the public.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 1/12/2021
Applicant (printed): Landon Torres	
Property Owner (signature):	Date: 1/12/2021
Property Owner (printed) : Jeff Somers	

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

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 Landon Torres who, being by me duly sworn, upon oath says: That (s)he is authorized by Jeff Somers, 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 20 day of January, 2021, to certify which witness my hand and seal of office.

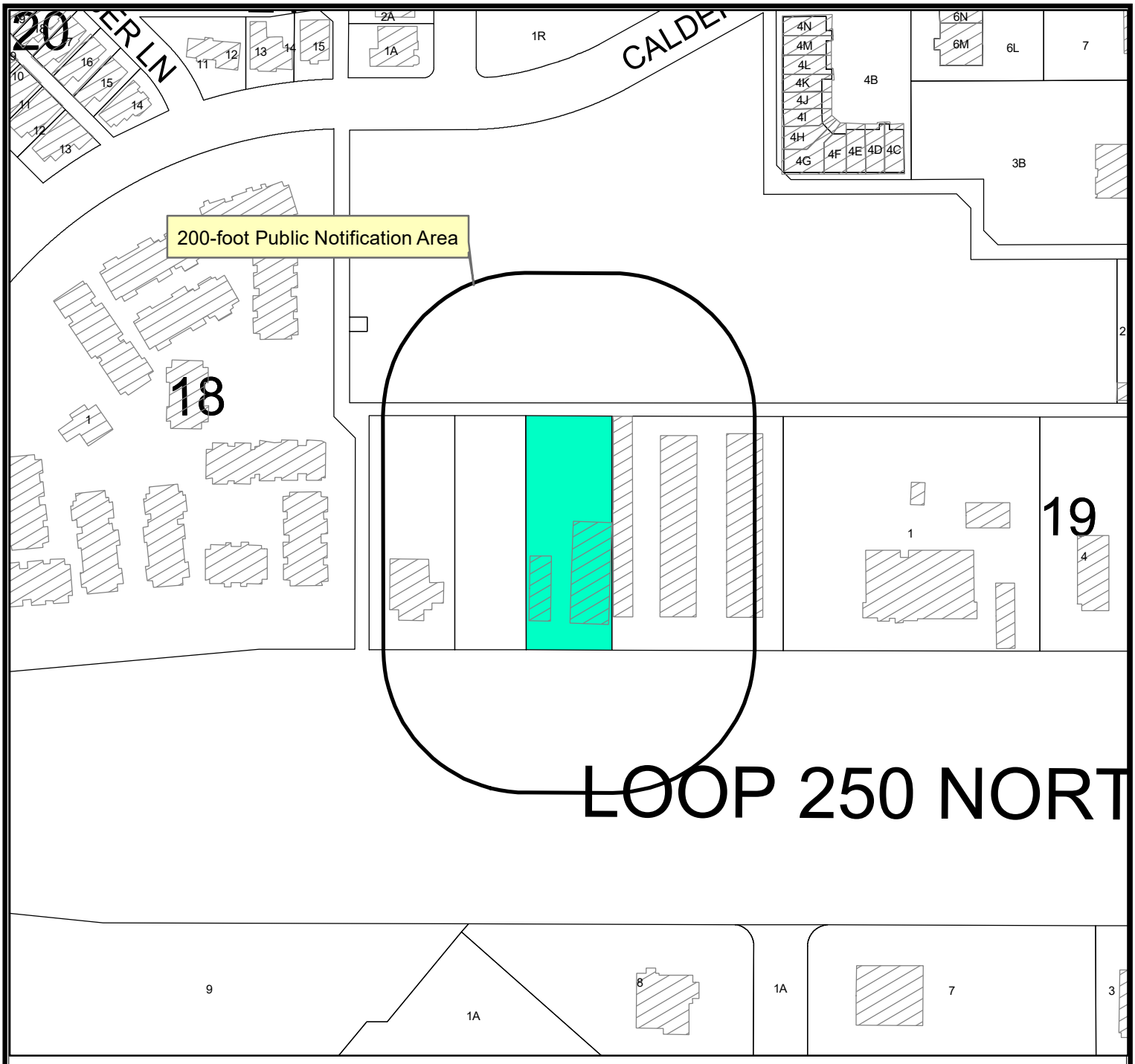
CANDAS LUCKETT
Notary Public, State of Texas
Comm Expires 03-15-2023
Notary ID 126027725

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check # 01029	
Received By: Joseph Manjarrez	Date: RECEIVED JAN 21 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****



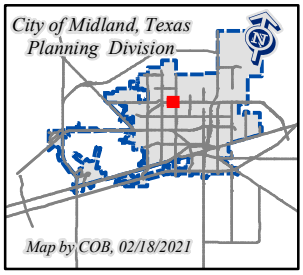
LOCATION MAP

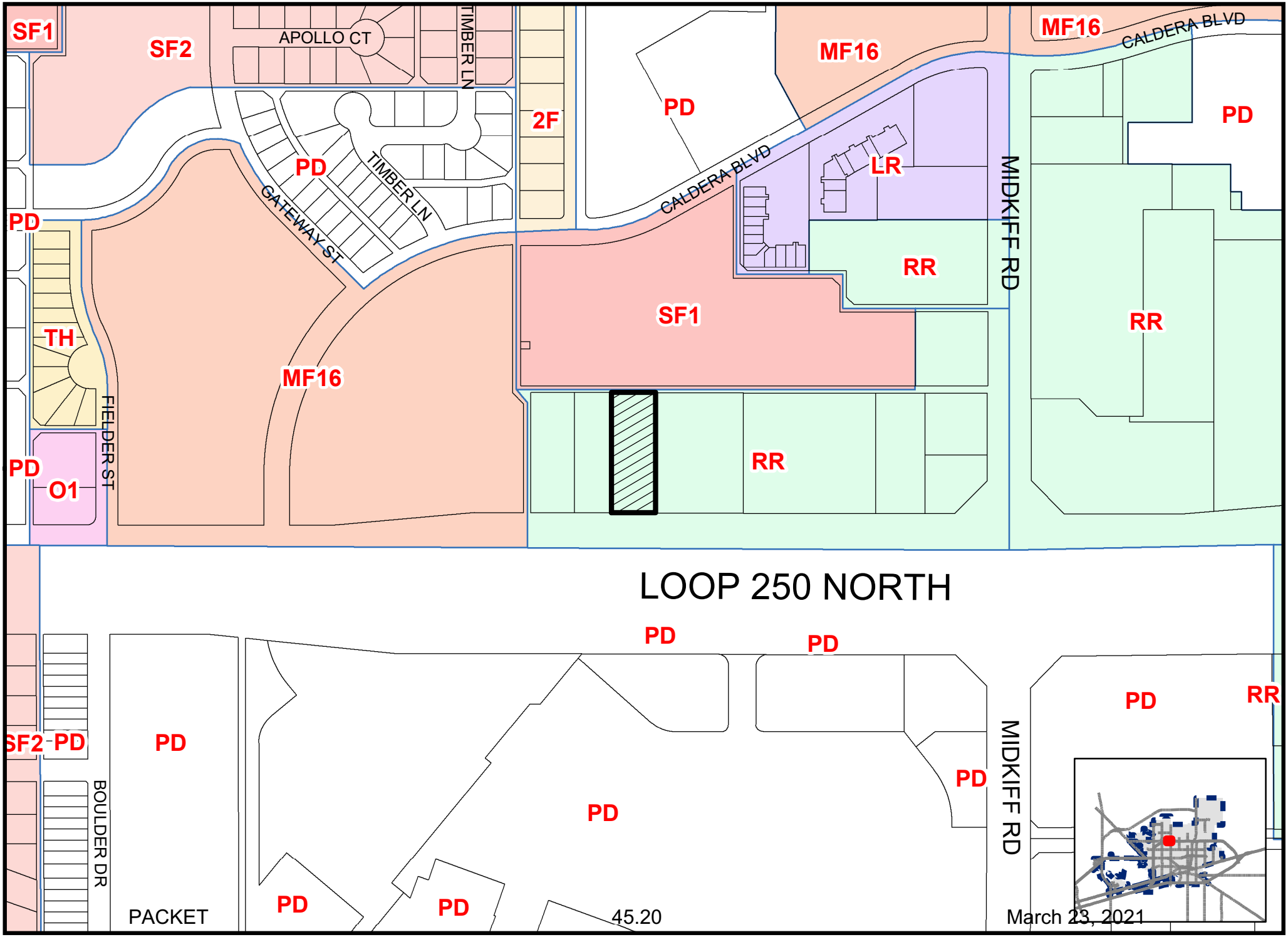
SUDwo-21-0021 **Scale: 1" = 200'**

Consider a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services on a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas. (Generrally located on the north side of W. Loop 250 North, approximately 966-feet west of N. Midkiff Road. Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By JM, 02/23/2021

SUDwo-21-0021

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RECEIVED
FEB 2 5 2021
BY: .....?.....
Site plan?

MIDLAND
Planning Division

BRANNON SUE TRUSTEE
4501 CARDINAL LANE
MIDLAND TX 79707

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday**, **March 1, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, and via videoconference on a request by **Landon Torres** for approval of a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION: On a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located on the north side of W. Loop 250 North, approximately 966 feet west of N. Midkiff Road. (Council District 1)

CURRENT ZONING: RR, Regional Retail District.

SPECIFIC USE: Automobile or other Motorized Vehicle Sales and Services.

I highly Object to this Zone change!

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:** We do not need a car dealership on this used car lot Existing bldg will not accomodate a service repair departme Land is not large enough for this 868 Storage Units

Required Information:

Sue Brannon
Property Owner's Signature

SUE BRANNON
Printed Name

3400 W Loop 250 North
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 3
Date Mailed: 02/19/2020
Case Number: SUDwo-21-0021
Case Name: 307 Partners, LLC
Planner's Initials: JM

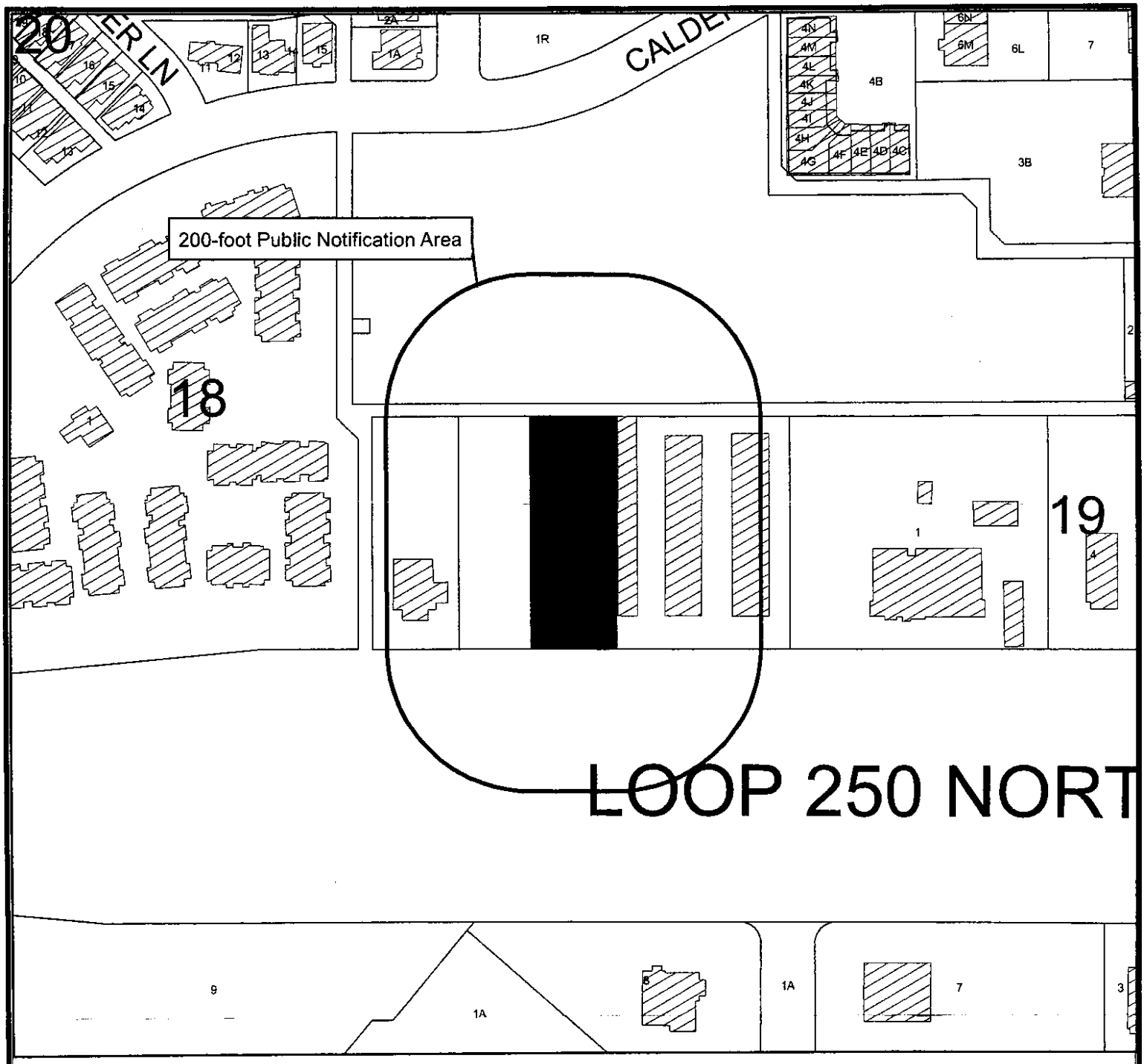
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

Joseph main
Mailed Feb 26 2021

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings

868 Storage Units
Sue Brannon
4501 Cardinal Lane
Midland, Texas 79707

Sole Owner of
868 Storage Units Property
6945588



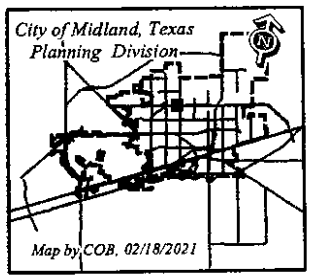
LOCATION MAP

SUDwo-21-0021 **Scale: 1" = 200'**

Consider a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services on a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas. (Generrally located on the north side of W. Loop 250 North, approximately 966-feet west of N. Midkiff Road. Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



TOWN & COUNTRY VETERINARY HOSPITAL

3408 W. Loop 250 N • Midland, TX 79707 • 432-520-4427

February 25, 2021

Cristina Odenborg Burns
Planning Manager
Planning & Zoning Commission
300 N. Loraine, Ste. 440
Midland, TX 79701

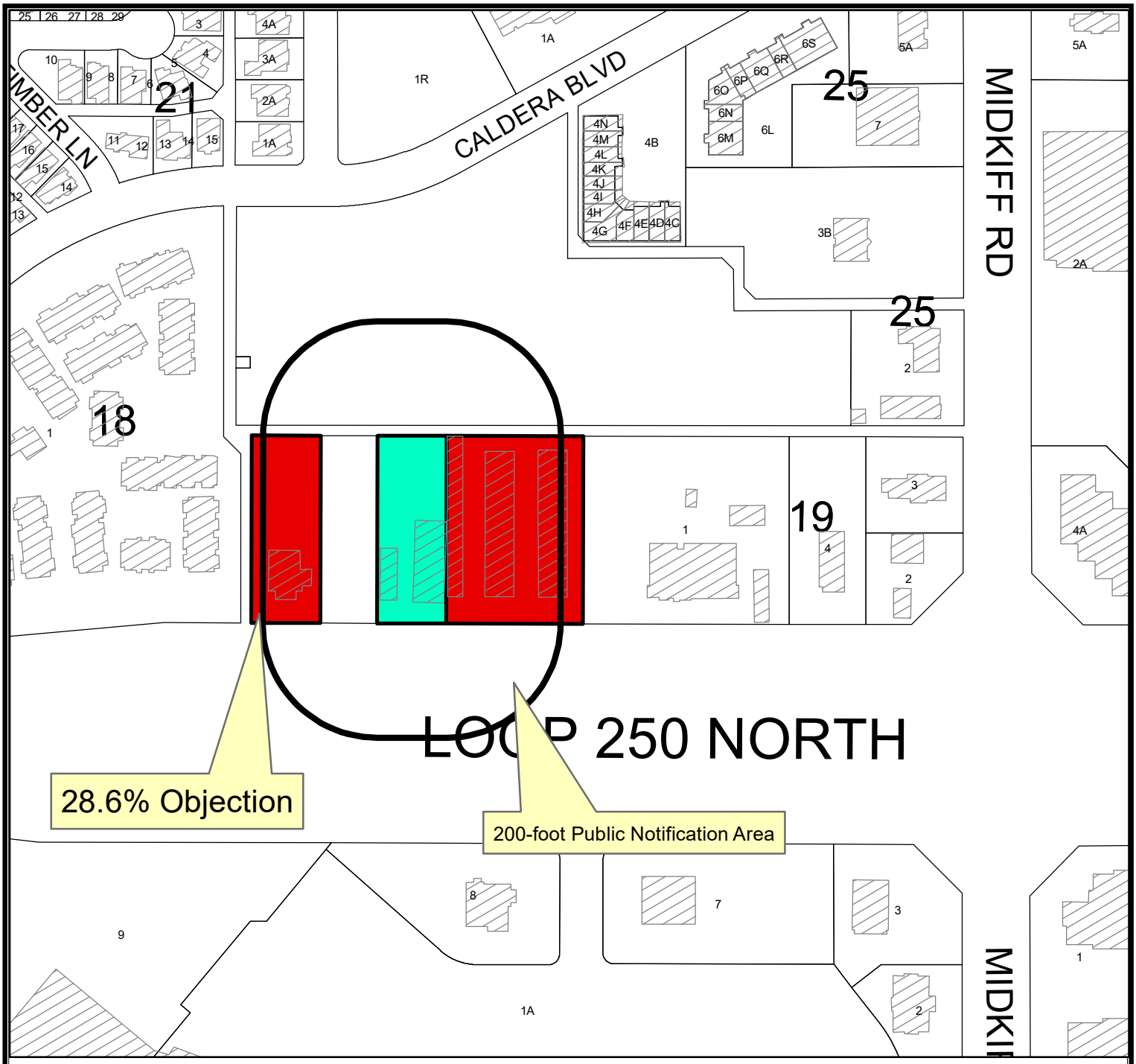
Dear Mrs. Burns:

My name is Riordan L. Hartzoge. I am the owner of Town and Country Veterinary Hospital, located at 3408 W. Loop 250 N. This letter is to inform you that I am in protest of the potential rezoning of both 3404 W Loop 250 N and 3406 W Loop 250 N for specific use designation without term. I am joining this protest with Sue Brannon, owner of the 868 Storage Units directly to the East of the potential rezoning area.

If you have any further questions, please feel free to contact me at the number below.

Thank you,

Riordan L. Hartzoge, DVM
432-520-4427



LOCATION MAP

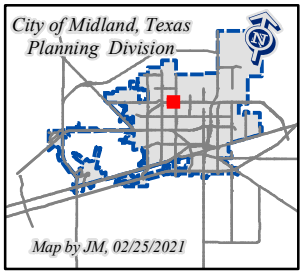
SUDwo-21-0021 **Scale: 1" = 250'**

Consider a request by Landon Torres for a Specific Use Designation without Term for Automobile Sales and Service, on a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas.

Generally located on the north side of W. Loop 250 North, approximately 966 feet west of N. Midkiff Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



March 23, 2021




Texans Helping Te




FOR
SALE
1.65 Acres

City Council Meeting

Item Number: 46

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.417-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, WITCHER ADDITION, AND LOTS 2 AND 3, BLOCK 1, WITCHER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORDEN DRIVE, APPROXIMATELY 296 FEET NORTH OF BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE INTERIM CITY MANAGER OF $54,489.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Purpose:

The applicant, Maverick Engineering is requesting to vacate the 0.417-acre portion of alley right of way located on the east side of Norden Drive, approximately 296-feet north of Business Interstate 20, for the private use and development of all adjoining properties.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2021 appraised value of the 0.417-acre area alley right-of-way is $3.00 per square feet or $54,489.

Discussion:

The applicant, Maverick Engineering, is requesting to vacate the 0.417-acre portion of alley right of way located on the east side of Norden Drive, approximately 296-feet north of Business Interstate 20, for the private use and development of all adjoining properties.

The Midland Central's Appraisal District's appraisal of the land is $3.00 per square foot for a total value of $54,489 for the 0.417-acre alley portion of alley right-of-way.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Building Code: (Approved)

No objections.

Code Compliance: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

AT&T:

Yes, sorry for the delay but our records do not show any ATT cables in that alley. But would advise to call 611 for verification.

Atmos:

Atmos Energy currently has facilities located within the above described alley Right of Way between Norden Drive and Liberator Lane, north of Bus. 20/Hwy. 80. We currently have a 2in. steel gas main that extends along a portion of this alley. Atmos could vacate the referenced portion however since we are currently serving customers off of this line, we would need to either relocate facilities or maintain a utility easement. Any relocation costs would be passed onto individual or entity requesting the vacate.

Grande:

Grande has underground fiber running north and south on the east side of Norden Rd from W county road 117 to Hwy 80 frontage road.

Midland Central Appraisal District:

The 0.417-acre tract being vacated is currently valued at $ 54,489 or $3.00 per sqft.

Oncor:

Oncor has overhead electric facilities located in the Alley. These need to be noted that they will remain in place prior to signing off.

Suddenlink:

Suddenlink has no plant in that alley easement, we have no objection.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a nonexclusive utility easement is retained until each existing easement user abandons its use of the easement.

Therefore, staff recommends approval for the vacation of the 0.417-acre portion of alley right of way located adjacent to Lot 1, Block 1, Witcher Addition; Lots 2 and 3, Block 1, Witcher Addition, Section 2; and a 0.87-acre tract of land, a 1.38-acre tract of land, and a 0.6-acre tract of land, all located in Section 8, Block 40, T-2-S, T&P RR. Co. Survey, City and County of Midland, Texas, subject to conditions A through C.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $54,489; and**

B. **That the City retains a nonexclusive utility easement until each existing easement user abandons its use of the easement; and**

C. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of March 17, 2021, staff has not received any letters of objections to this request.

Attachments:

Metes and Bounds (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.417-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, WITCHER ADDITION, AND LOTS 2 AND 3, BLOCK 1, WITCHER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORDEN DRIVE, APPROXIMATELY 296 FEET NORTH OF BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE INTERIM CITY MANAGER OF $54,489.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.417-acre portion of alley right-of-way located adjacent to Lot 1, Block 1, Witcher Addition, and Lots 2 and 3, Block 1, Witcher Addition, Section 2, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), 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 Property has been received by the City from the abutting property owner; and

WHEREAS, the Interim City Manager has appraised the value of the City's property interest in the Property at $54,489.00, 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 abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in

the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $54,489.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains a nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

METES & BOUNDS DESCRIPTION

For a 0.417-acre public alleyway as platted by the Witcher Addition, Section 2, subdivision located in Section 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, according to the map or plat thereof recorded in Cabinet H Page 138 Plat Records of Midland County, Texas, and more precisely described as follows:

Beginning at a 1/2" IPF at the Northwest Corner of a lot described in Volume 823, Page 500 OPRMCT at the southern ROW of a 20 Foot Alley and the East ROW of Norden Drive for the Southwest Corner of this Alley Vacation (N 10668596.14, E 1712738.18);

Thence North 30°14’51” West 20.00 Feet to a 1/2" IPS Cap FIRM 10194514 for the most Southerly Northwest corner of this alley vacation and the Southwest Corner of Witcher Addition, Lot 2, Block 1;

Thence North 59°45’02” East, 689.64 Feet to a 60d nail found for an interior corner of this alley vacation and the Southeast corner of Witcher Addition, Lot 2, Block 1;

Thence North 30°15’54” West 200.23 Feet to a bent 60d nail for the most Northerly Northwest Corner of this alley vacation;

Thence North 59°42’03” East 20.00 Feet to a 1/2" IRF for the most Northerly Northeast Corner of this alley vacation;

Thence South 30°17’17” East, 200.05 Feet to a 1/2" IRF for a Point of Intersection on the East Line of this Survey;

Thence South 30°15’50” East 20.08 Feet to a 1/2" IRF for the Southeast corner of this Survey and an interior corner of Witcher Addition, Lot 3 Block 1;

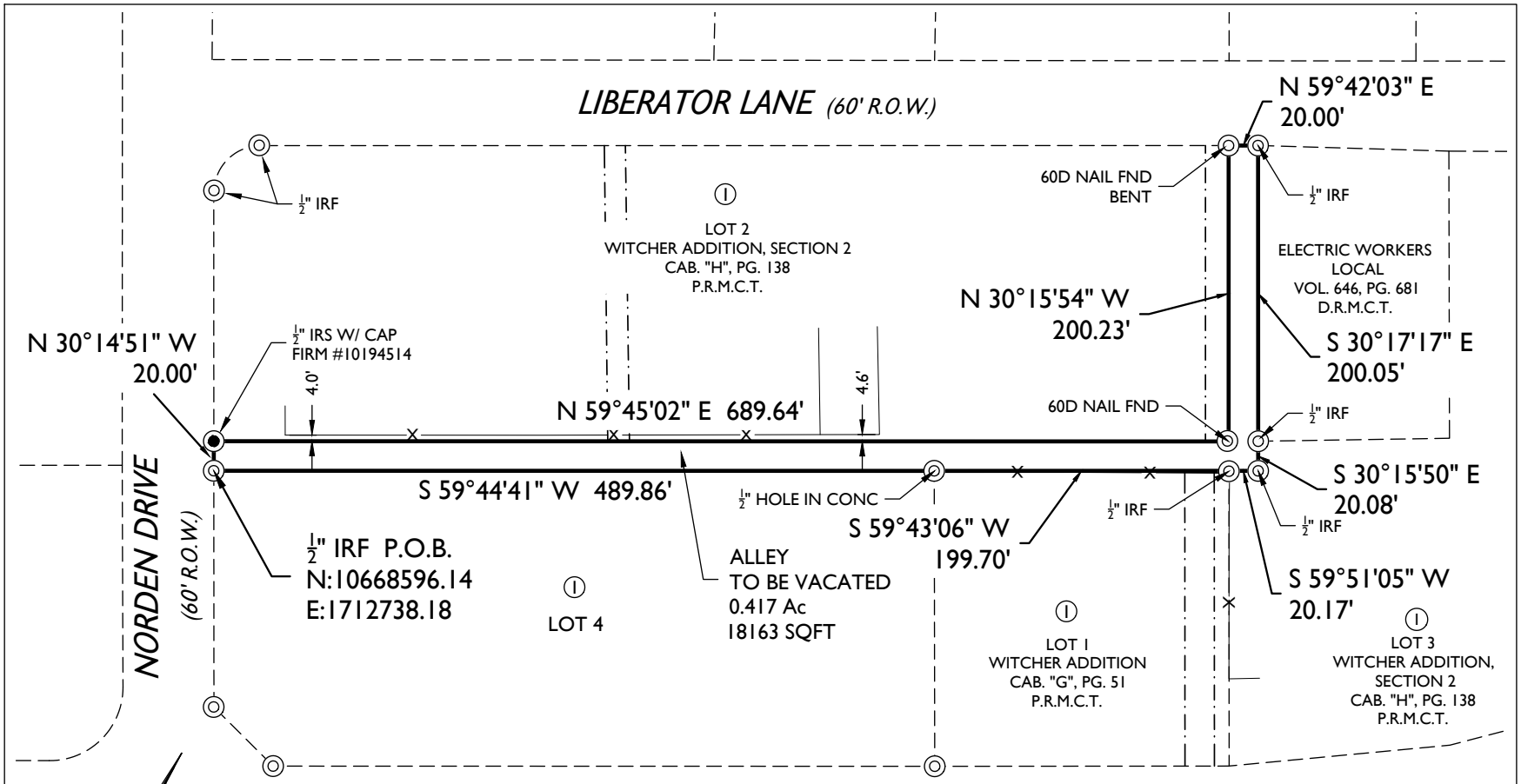
Thence South 59°51’05” West 20.17 Feet to the a 1/2” IRF for the Northeast Corner of Lot 1 Section 1 of Witcher Addition, Section 2;

Thence South 59°43’06” West 199.70 Feet to the a 1/2” hole in Concrete for the Northwest Corner of Lot 1 Section 1 of Witcher Addition, Section 2 and a Point of Intersection in the South Line of this Alley Vacation;

Thence South 59°44’41” West 489.86 Feet to the Point of Beginning, containing 0.417 acres of land, more or less.

12 February2020

www.maverick-eng.com
Texas RPLS - No. 6135
Maverick Engineering (FIRM – No. 10194514)
1909 W. Wall St., Suite K
Midland, TX 79701
432-262-0999



WEST HIGHWAY 80 FRONTAGE ROAD

(VARIABLE R.O.W.)

BEARING BASIS
BEARINGS, DISTANCES & COORDINATES
ARE IN TEXAS STATE PLANE,
CENTRAL ZONE, NAD83,

EXHIBIT

FOR A 0.417-ACRE PUBLIC ALLEYWAY AS PLATTED
BY THE WITCHER ADDITION, SECTION 2, SUBDIVISION LOCATED IN
SECTION 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN CABINET H, PAGE 138, PLAT RECORDS
OF MIDLAND COUNTY, TEXAS

M A V E R I C K
ENGINEERING / SURVEY / WATER RESOURCES

1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

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F:\2019\190074-PATE & ASSOCIATES-CULLIGAN RE-PLAT\DRAWINGS\EXHIBIT\190074 - VACATION EXHIBIT FOR M&B.DWG

MIDLAND
Feel the Energy!

Office of the City Manager

March 12, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.417-acre portion of alley right-of-way located adjacent to Lot 1, Block 1, Witcher Addition, and Lots 2 and 3, Block 1, Witcher Addition, Section 2, 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 $54,489.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

Robert Patrick
Interim City Manager

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

METES & BOUNDS DESCRIPTION

For a 0.417-acre public alleyway as platted by the Witcher Addition, Section 2, subdivision located in Section 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, according to the map or plat thereof recorded in Cabinet H Page 138 Plat Records of Midland County, Texas, and more precisely described as follows:

Beginning at a 1/2" IPF at the Northwest Corner of a lot described in Volume 823, Page 500 OPRMCT at the southern ROW of a 20 Foot Alley and the East ROW of Norden Drive for the Southwest Corner of this Alley Vacation (N 10668596.14, E 1712738.18);

Thence North 30°14’51” West 20.00 Feet to a 1/2" IPS Cap FIRM 10194514 for the most Southerly Northwest corner of this alley vacation and the Southwest Corner of Witcher Addition, Lot 2, Block 1;

Thence North 59°45’02” East, 689.64 Feet to a 60d nail found for an interior corner of this alley vacation and the Southeast corner of Witcher Addition, Lot 2, Block 1;

Thence North 30°15’54” West 200.23 Feet to a bent 60d nail for the most Northerly Northwest Corner of this alley vacation;

Thence North 59°42’03” East 20.00 Feet to a 1/2" IRF for the most Northerly Northeast Corner of this alley vacation;

Thence South 30°17’17” East, 200.05 Feet to a 1/2" IRF for a Point of Intersection on the East Line of this Survey;

Thence South 30°15’50” East 20.08 Feet to a 1/2" IRF for the Southeast corner of this Survey and an interior corner of Witcher Addition, Lot 3 Block 1;

Thence South 59°51’05” West 20.17 Feet to the a 1/2” IRF for the Northeast Corner of Lot 1 Section 1 of Witcher Addition, Section 2;

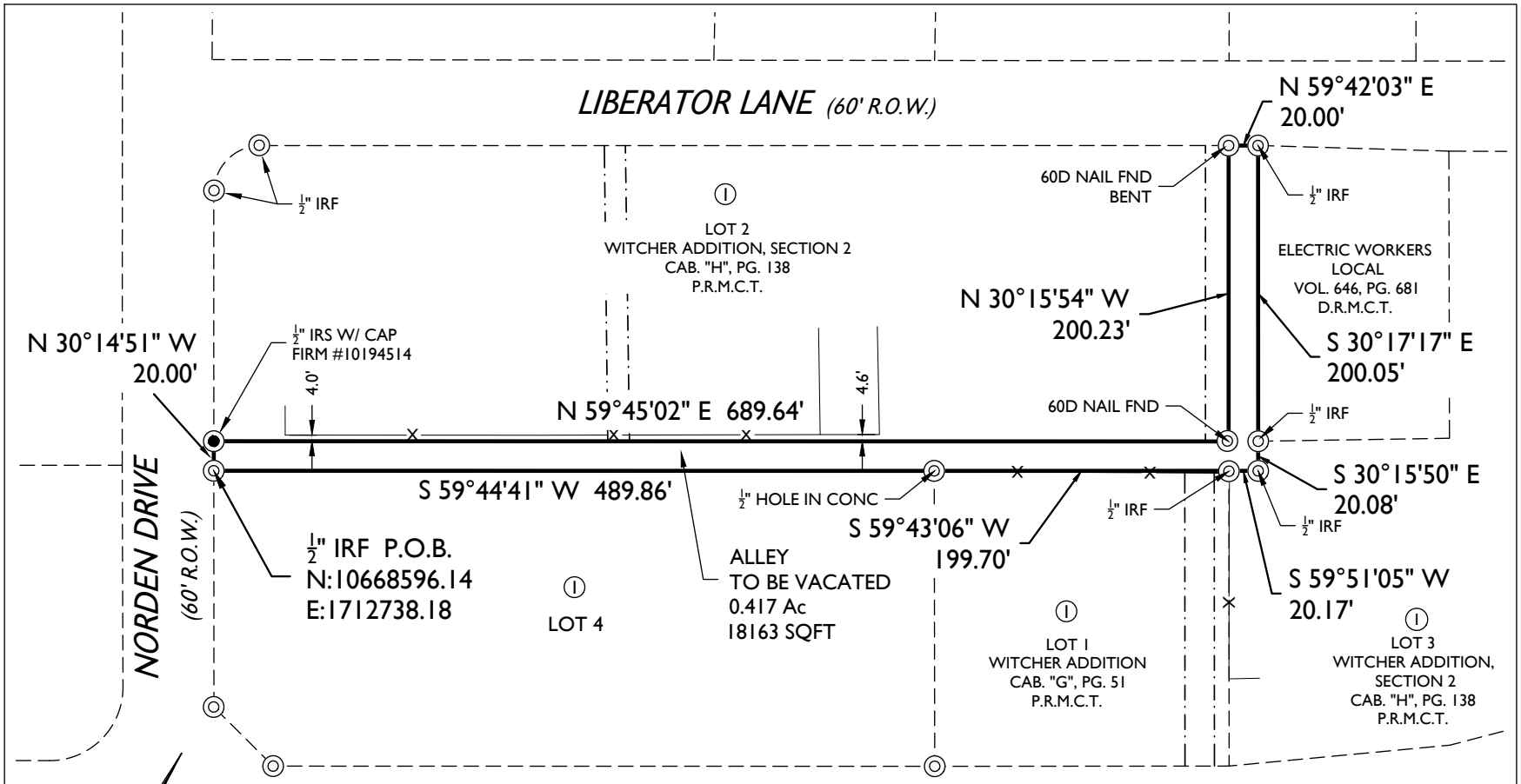
Thence South 59°43’06” West 199.70 Feet to the a 1/2” hole in Concrete for the Northwest Corner of Lot 1 Section 1 of Witcher Addition, Section 2 and a Point of Intersection in the South Line of this Alley Vacation;

Thence South 59°44’41” West 489.86 Feet to the Point of Beginning, containing 0.417 acres of land, more or less.

12 February2020



www.maverick-eng.com
Texas RPLS - No. 6135
Maverick Engineering (FIRM – No. 10194514)
1909 W. Wall St., Suite K
Midland, TX 79701
432-262-0999



WEST HIGHWAY 80 FRONTAGE ROAD

(VARIABLE R.O.W.)

BEARING BASIS
BEARINGS, DISTANCES & COORDINATES
ARE IN TEXAS STATE PLANE,
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EXHIBIT

FOR A 0.417-ACRE PUBLIC ALLEYWAY AS PLATTED
BY THE WITCHER ADDITION, SECTION 2, SUBDIVISION LOCATED IN
SECTION 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN CABINET H, PAGE 138, PLAT RECORDS
OF MIDLAND COUNTY, TEXAS

M A V E R I C K
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ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
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SHEET 3 OF 3

F:\2019\190074-PATE & ASSOCIATES-CULLIGAN RE-PLAT\DRAWINGS\EXHIBIT\190074 - VACATION EXHIBIT FOR M&B.DWG

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maverick Engineering		Phone ( ) Email phuckaba@maverick-eng.com	
Address 1909 W. Wall St. Suite K	City Midland	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way (Alley)
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: All of E>W and N>S alleyway located southeast of the intersection of Norden Drive and Liberator Lane in the Witcher Addition subdivision.

Reason for Request: Vacate public alleyway for private use/development of all adjoining properties.

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: Not a primary access for public traffic or pedestrian alternate access routes. This vacation would affect very few property owners, of whom the included on this submittal have consented to the vacation.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Sharyland Utilities
- 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 to resolve any issues that may arise.

RECEIVED
FEB 10 2020
BY: ES

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.

Signatures

Applicant (signature):	Paladin Huckaba	Date: 2/7/2020
Affected Property Owners:	III Millennium Corp - Live Oak Pine Enterprises, Inc	
Signature: Steven L Holifield	Print: Steve L Holifield	Date: 12-5-2019
Signature: Steven L Holifield	Print: Steve L Holifield	Date 12.5.2019
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey Plat ☐ Plans in Digital Format (PDF/JPEG)

☐ Application Fee

Check # 3122

Received By: EG Date: 2/10/20

RECEIVED
FEB 10 2020
BY:

****Application will not be considered for scheduling until reviewed by a planner.****

Policies

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Signatures

Applicant (signature):	Paladin Huckaba	Date: 2/7/2020
Affected Property Owners:	Witcher Real Estate, Ltd.	
Signature:	Print: Marvin Witcher	Date: 1/30/20
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

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Received By:	Date:

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Signatures

Applicant (signature):	Paladin Huckaba	Date: 2/7/2020
Affected Property Owners:	Elect Workers Local (IBEW)	
Signature:	Print: Robert Melton	Date: 11-21-19
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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☐ Application Fee

Check #_____

Received By:	Date:

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BY: .....

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Signatures

Applicant (signature):	Paladin Huckaba	Date: 2/10/2020
Affected Property Owners:	Culligan Soft Water Service	
Signature: Robert W. Boerner PRESIDENT	Print: ROBERT W. BOERNER	Date: 2-7-2020
~~Signature~~:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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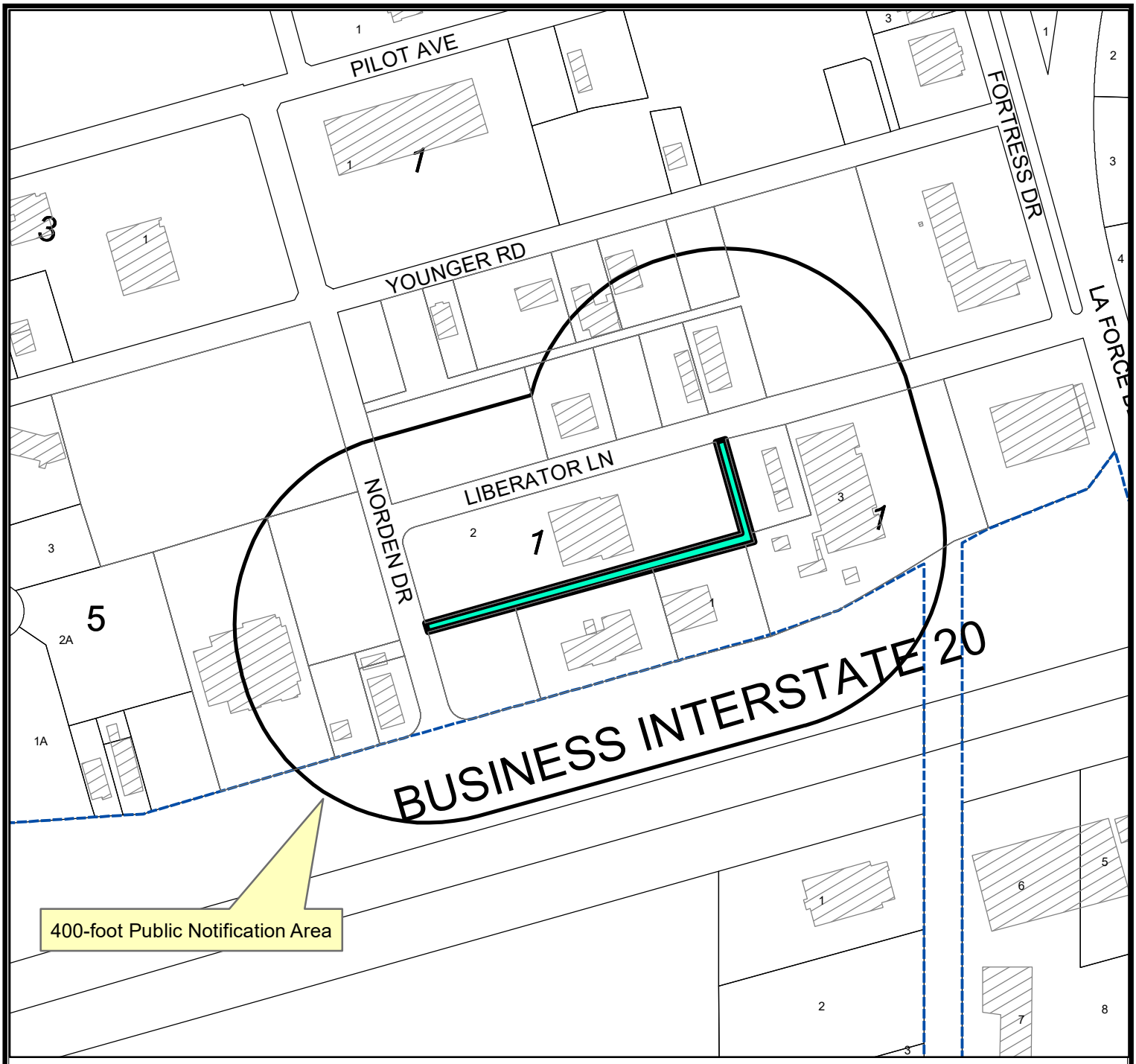
☐ Application Fee

Check #_____

Received By:	Date:

FEB 10 2020

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

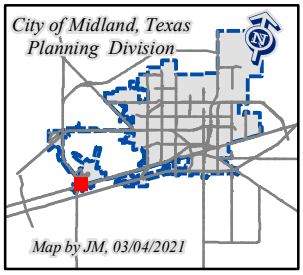
V-20-0025 **Scale: 1" = 300'**

A 0.417-acre portion of alley right-of-way located adjacent to Lot 1, Block 1, Witcher Addition; Lots 2 and 3, Block 1, Witcher Addition, Section 2; and a 0.87-acre tract of land, a 1.38-acre tract of land, and a 0.6-acre tract of land; all located in Section 8, Block 40, T-2-S, T&P RR. Co. Survey, City and County of Midland, Texas.

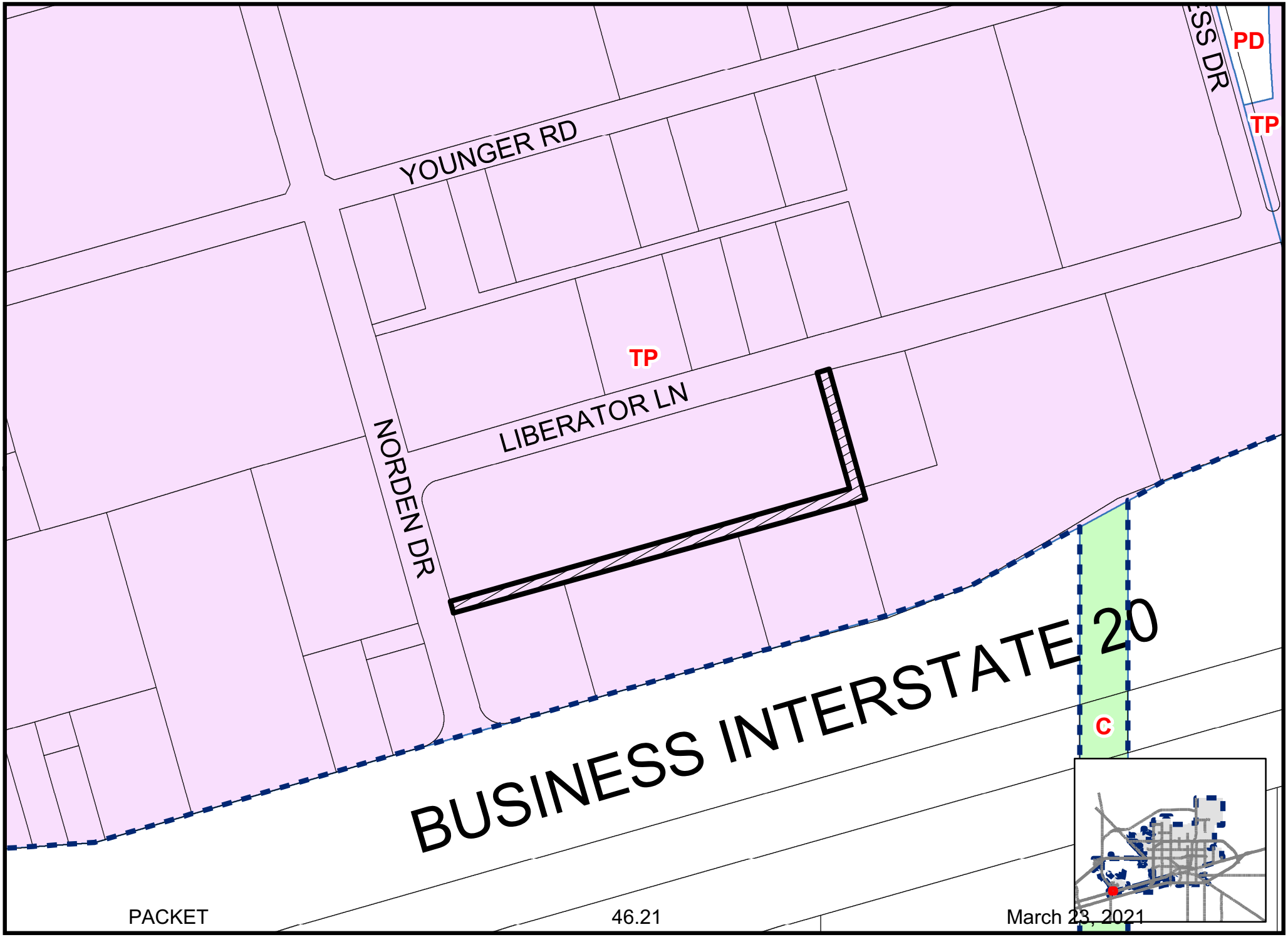
Generally located on the east side of Norden Drive, approximately 296 feet north of Business Interstate 20. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



March 23, 2021



Map By JM, 03/09/21

V-20-0025

Scale: 1" = 200'

ZONING MAP

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From: GARCIA, ROSALINDA A
To: Joseph Marynak
Subject: RE: Alley Vacation Review
Date: Friday, February 26, 2021 9:28:10 AM
Attachments: image001.png

Yes, sorry for the delay but our records do not show any ATT cables in that alley. But would advise to call 611 for verification.

Thank you,
Rosalinda A Garcia
AT&T Texas
Mgr Osp Plng & Engrg Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
432-684-1699 (0fc)
432-296-3042 (mobile)

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From: Joseph Marynak <jmarynak@midlandtexas.gov>
Sent: Friday, February 26, 2021 8:45 AM
To: GARCIA, ROSALINDA A <rg3984@att.com>
Subject: RE: Alley Vacation Review

Good morning Ms. Garcia,

Have you had a chance to review this alley vacation request?

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

From: GARCIA, ROSALINDA A <rg3984@att.com>
Sent: Thursday, February 11, 2021 2:57 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Cc: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: RE: Alley Vacation Review

Thanks Jerry

Joseph,

I will get back to you as soon as possible.

Thank you,
Rosalinda A Garcia
AT&T Texas
Mgr Osp Plng & Engrg Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
432-684-1699 (0fc)
432-296-3042 (mobile)

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From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Thursday, February 11, 2021 2:31 PM
To: GARCIA, ROSALINDA A <rg3984@att.com>
Cc: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: FW: Alley Vacation Review

This one is in Rosalinda's area. I have added her on.

Thanks,
Jerry

From: Joseph Marynak <jmarynak@midlandtexas.gov>
Sent: Thursday, February 11, 2021 2:26 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>

Subject: Alley Vacation Review

Good afternoon Mr. Underwood,

Maverick Engineering has re-applied for an alley vacation. Please review the items I have attached and reply to this email with any comments or response you may have.

Thank you for your time and I look forward to hearing from you.

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Joseph Marynak
Planner/Development Services
300 N. Loraine
Midland, Texas 79701

February 16, 2021

Re: Case Name: Maverick Engineering
Case Number: V-20-0025

Mr.Marynak,

Atmos Energy currently has facilities located within the above described alley Right of Way between Norden Drive and Liberator Lane, north of Bus. 20/Hwy. 80. We currently have a 2in. steel gas main that extends along a portion of this alley. Atmos could vacate the referenced portion however since we are currently serving customers off of this line, we would need to either relocate facilities or maintain a utility easement. Any relocation costs would be passed onto individual or entity requesting the vacate.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com


W 118
Existing Atmos steel gas line-approx. location
W 80 E
EHwy80 off EHwy80SRNFM1788 Ramp W
E Highway 80 WB
E Highway 80 EB
W 80 E

From: Vicki Byler
To: Joseph Marynak
Cc: tommy.pate@mygrande.com
Subject: Re: Alley Vacation Review
Date: Monday, February 22, 2021 8:43:18 AM

Joseph,

Grande has underground fiber running north and south on the east side of Norden Rd from W county road 117 to Hwy 80 frontage road.

Thank you,

Vicki

On Thu, Feb 11, 2021 at 2:25 PM Joseph Marynak <jmarynak@midlandtexas.gov> wrote:
>
> Good afternoon Mr. Pate and Ms. Byler,
>
>
>
> Maverick Engineering has re-applied for an alley vacation. Please review the items I have attached and reply to this email with any comments or response you may have.
>
>
> Thank you for your time and I look forward to hearing from you.
>
>
>
> Best regards,
>
>
>
> Joseph Marynak
>
> Planner | Development Services | City of Midland
>
> O: (432) 685-7409
>
>
>
> 300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701
>
>
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From: drambo@midcad.org
To: Joseph Marynak
Subject: Re: Alley Vacation Re-Submittal
Date: Friday, March 5, 2021 8:35:27 AM
Attachments: ATT00001.png

Joseph:

The 0.417 acre tract being vacated is currently valued at $ 54,489 ir $3.00 per sqft.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From: Joseph Marynak <jmarynak@midlandtexas.gov>
To: "drambo@midcad.org" <drambo@midcad.org>
Date: 03/04/2021 10:32 AM
Subject: Alley Vacation Re-Submittal

Good morning Mr. Rambo,

Maverick Engineering has re-applied for an alley vacation. Please review the items I have attached and reply to this email with any comments or response you may have. It would be great if you could get this over to me by noon Tuesday.

Thank you for your time and I look forward to hearing from you.

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701
[attachment "V-20-0025, MCAD Letter.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-20-0025, Vacation Exhibit.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-20-0025, Application.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-20-0025, Metes & Bounds (Exhibit A).pdf" deleted by Dennis Rambo/MCAD]

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From:	Henderson, Jeffrey
To:	Joseph Marynak
Subject:	RE: Alley Vacation Review
Date:	Monday, March 8, 2021 7:41:57 AM
Attachments:	image001.png

Good morning,
Oncor has overhead electric facilities located in the Alley. These need to be noted that they will remain in place prior to signing off.

From: Joseph Marynak [mailto:jmarynak@midlandtexas.gov]
Sent: Thursday, March 4, 2021 12:49 PM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Subject: RE: Alley Vacation Review

Jeff,

I have attached the documents here. Do you think you will be able to get back to me by Tuesday?

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

From: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Sent: Thursday, March 4, 2021 11:35 AM
To: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: RE: Alley Vacation Review

I need the paperwork so I can review it in the field. I have nothing from anyone on this.
Thanks.
Jeff

From: Joseph Marynak [mailto:jmarynak@midlandtexas.gov]
Sent: Thursday, March 4, 2021 10:19 AM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Subject: RE: Alley Vacation Review

Jeff,

By that do you mean that you are okay with the vacation of this alley?

Thank you,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

From: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Sent: Friday, February 26, 2021 9:26 AM
To: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: RE: Alley Vacation Review

Hello Joseph,
I have nothing on this.
Jeff

From: Joseph Marynak [mailto:jmarynak@midlandtexas.gov]
Sent: Friday, February 26, 2021 8:56 AM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Subject: RE: Alley Vacation Review

Good morning Mr. Henderson,

Have you had a chance to review this alley vacation?

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

From: Joseph Marynak
Sent: Thursday, February 11, 2021 2:26 PM
To: Jeffrey.Henderson@oncor.com
Subject: Alley Vacation Review

Good afternoon Mr. Henderson,

Maverick Engineering has re-applied for an alley vacation. Please review the items I have attached and reply to this email with any comments or response you may have.

Thank you for your time and I look forward to hearing from you.

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

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From:	Luis Montez
To:	Joseph Marynak
Subject:	RE: External E-mail - Alley Vacation Review
Date:	Thursday, February 11, 2021 3:44:14 PM
Attachments:	image001.png

Suddenlink has no plant in that alley easement, we have no objection.

From: Joseph Marynak <jmarynak@midlandtexas.gov>
Sent: Thursday, February 11, 2021 2:26 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - Alley Vacation Review

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Montez,

Maverick Engineering has re-applied for an alley vacation. Please review the items I have attached and reply to this email with any comments or response you may have.

Thank you for your time and I look forward to hearing from you.

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

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FedEx
Jordan Amusement Co.
BRUNSWICK POOL TABLES





City Council Meeting

Item Number: 47

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 39, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST PENNSYLVANIA 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)

Purpose:

The applicant, Pat Vera Cruz, is requesting a Zone Change from MF-22, Multiple Family Dwelling District to SF-3 Single Family Dwelling District at 706 South Benton Street to construct a single-family residence.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

MF-22, Multiple Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are also zoned MF-22, Multiple-Family Dwelling District and the location of vacant land and single-family residences, respectively.

Analysis:

The applicant is requesting this zone change to be able to construct a single-family home. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Under the previous zoning code, the current zoning district would have allowed for the construction of single family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Ordinance adopted in 2019, construction of single family homes was restricted to single-family dwelling districts.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Residential, a classification which calls for single family detached housing.

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission Meeting.

Therefore, staff recommends approval of this zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single Family Dwelling District.

Letters of Objection:

As of March 17, 2021, staff has received one letter of objection.

Attachments:

Application
Maps
Letter of Objection

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 39, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST PENNSYLVANIA 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, the City Code, and State law, 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 rezoning Lot 4, Block 39, Greenwood Addition, Third, Fourth and Fifth Sections, City and County of Midland, Texas (the "Property") to SF-3, Single-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 the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0215

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Pat Vera Cruz		Phone (432) 212-6516 Email PatVeraCruz@Gmail	
Address PO Box 93	City Stanton	State TX	Zip 79782

Property Owner Printed Name: Real Investors LLC		Phone (432) 212-6516 Email PatVeraCruz@Gmail	
Address PO Box 93	City Stanton	State TX	Zip 79782

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 706 S. Barton Midland TX

Legal Description
Lot: 4 Block: 39 Subdivision: GreenWood Parcel

Current Zoning: MF 22

Proposed Zone: SF 3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build Single Family Home

Present Use of Property: Vacant Lot

Proposed Use of Property: Single Family Home

How would this zone change affect the public health, safety and welfare? It won't Adversely affect, but Rather provide of Housing

Describe how conditions affecting the property have changed since present zoning designation: This is surrounded by Single Family Homes, and would do well as Single Family

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
FEB 02 2021
BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Pat Vera Cruz	Date: 2-2-2021
Property Owner (printed) : Pat Vera Cruz	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Pat VeraCruz who, being by me duly sworn, upon oath says: That (s)he is the owner of 706 S. Benton or 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.

Pat Vera Cruz
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 2 day of February, 20 21, to certify which witness my hand and seal of office.

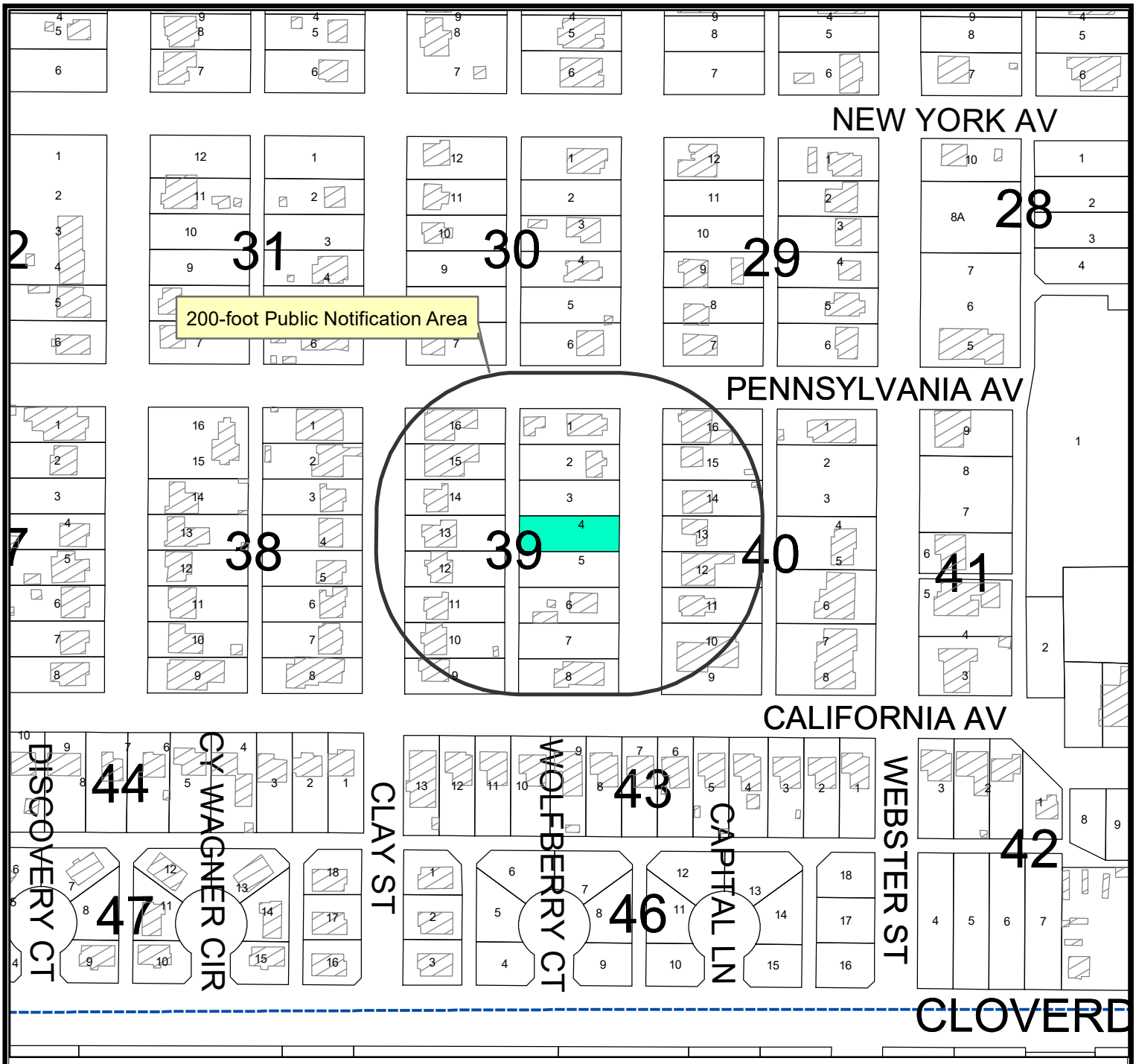
DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

Dalia Salinas
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

Application will not be considered for scheduling until reviewed by Planner



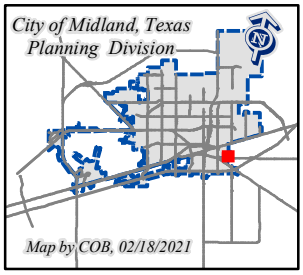
LOCATION MAP

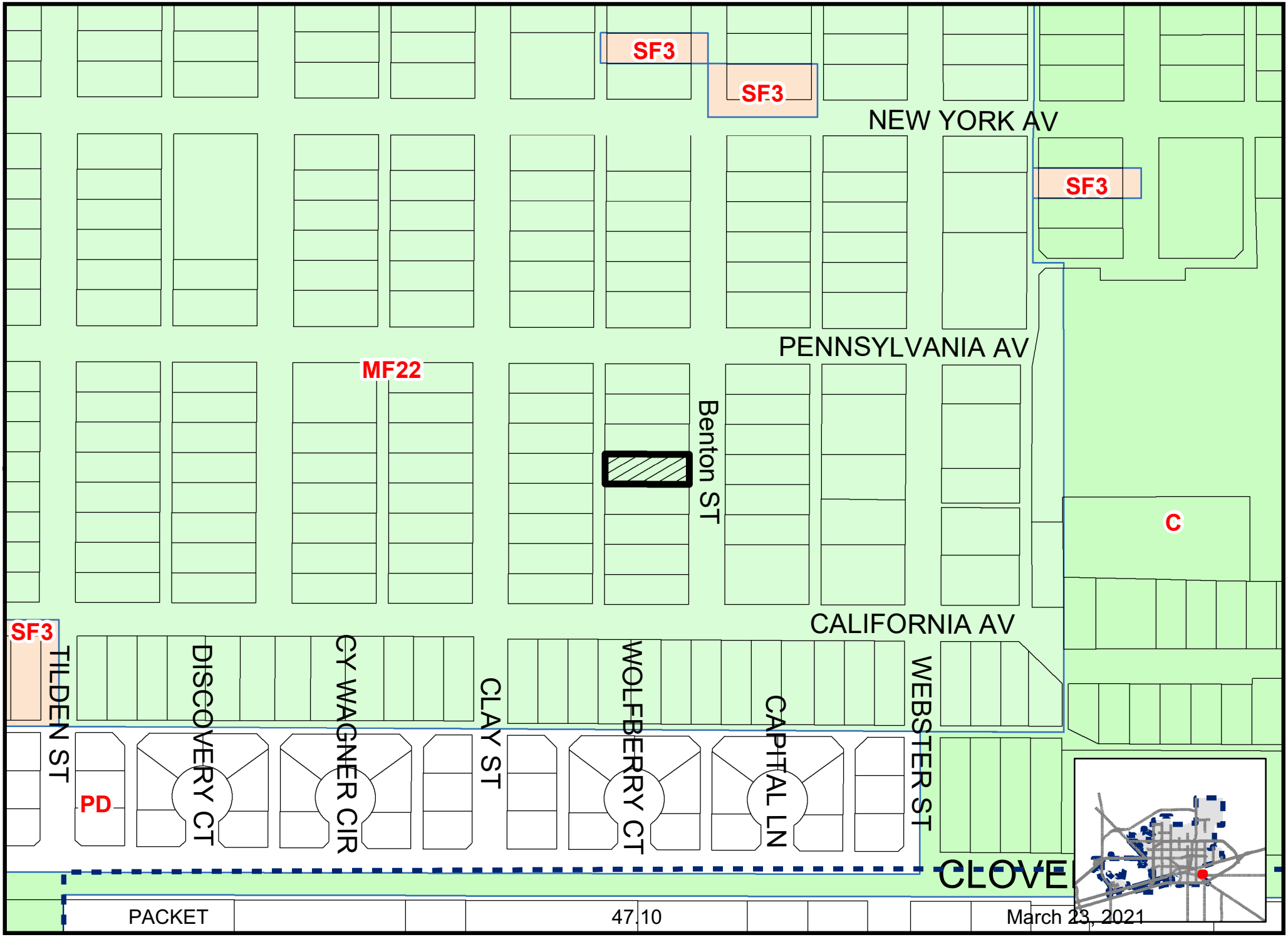
Z-21-0215 **Scale: 1" = 200'**

Consider a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 4, Block 39, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas. (Generally located on the west side of S. Benton Street, approximately 181 feet south of E. Pennsylvania Avenue. Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By JM, 02/23/2021

Z-21-0215

Scale: 1" = 200'

ZONING MAP

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RECEIVED
MAR 10 2021
BY: .....

MIDLAND
Planning Division

WALKER SAMMIE L EST
102 E SHANDON
MIDLAND TX 79705

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Monday, March 23, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, and via video conference on a request by **Pat Vera Cruz** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 4, Block 39, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas.

LOCATION: Generally located on the west side of S. Benton Street, approximately 181 feet south of E. Pennsylvania Avenue. (Council District 2)

ZONING: **From:** MF-22, Multiple-Family Dwelling District
To: SF-3, Single-Family Dwelling District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request __/__ **Comments:**

_____

Required Information:

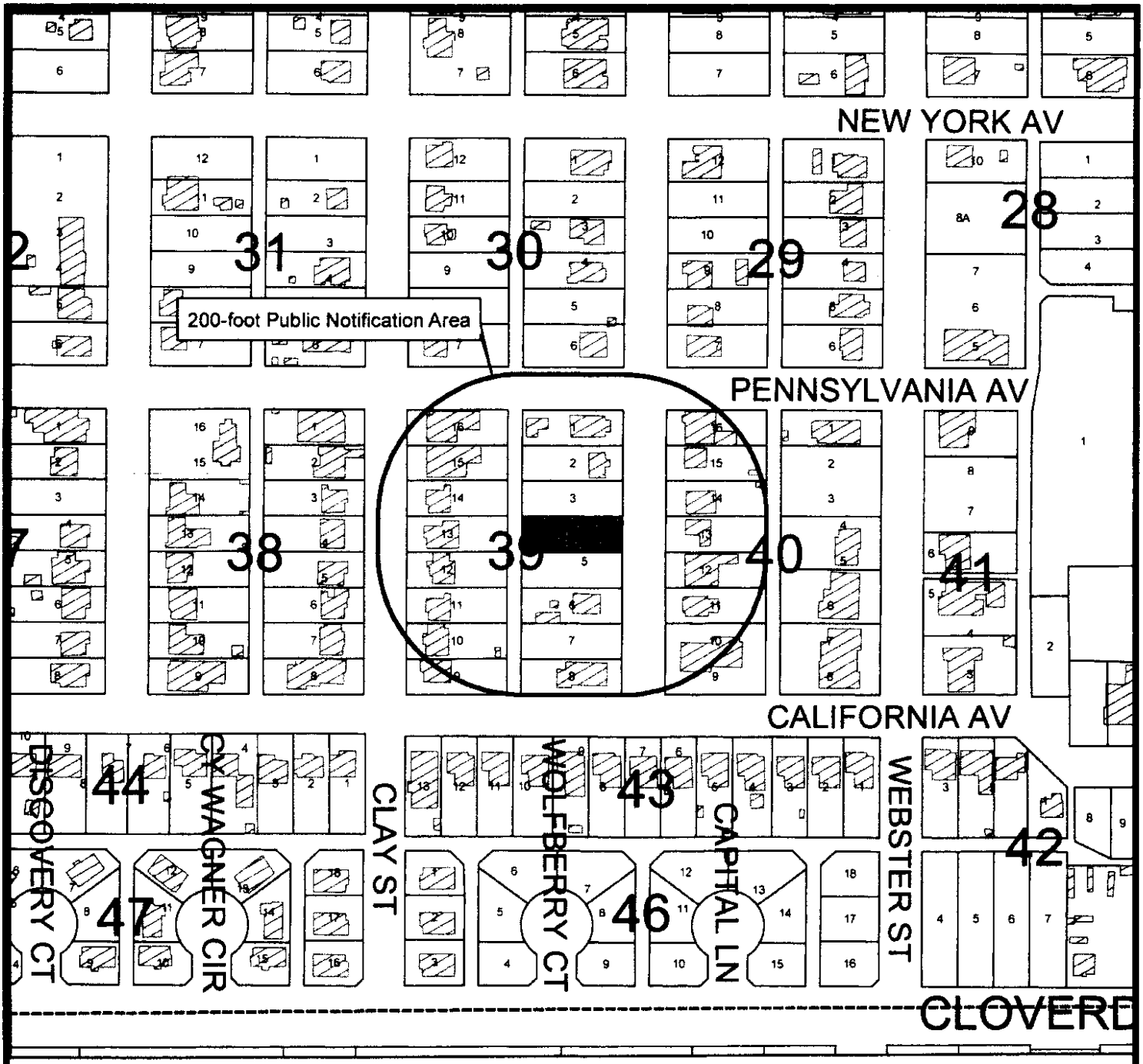
Property Owner's Signature _____ Printed Name _____ Property Address (**No P. O. Boxes**) _____

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 21
Date Mailed: March 5, 2021
Case Number: Z-21-0215
Case Name: Pat Vera Cruz
__JM__ Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/967/primegov-meetings



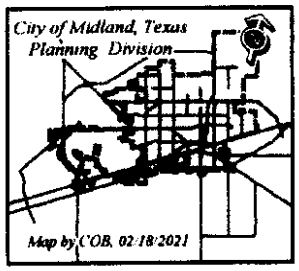
LOCATION MAP

Z-21-0215 **Scale: 1" = 200'**

Consider a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 4, Block 39, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas. (Generally located on the west side of S. Benton Street, approximately 181 feet south of E. Pennsylvania Avenue. Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



To Whom this may Concern

I am not the property owner

I just Pay the Tax only.

Archie Phillips

Walker Sammie Lee

Decem. 2003






ROAD
CLOSED
CONTRACT PENDING
GOD BLESS AMERICA


PUBLIC NOTICE
PLANNING & ZONING HEARING
CITY HALL CHAMBERS
FROM:
TO:
DATE:
TIME:
FOR MORE INFORMATION
CALL 685-7400

City Council Meeting

Item Number: 48

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Cristina Odenborg Burns, Planning Division Manager

Subject: Motion appealing the Building Official's denial of a sign permit application by Cactus Sign Co. for Lot 1, Block 2, Wallace Heights, Section 3, City and County of Midland, Texas (Generally located on the north side of Andrews Highway, approximately 974 feet east of North Loop 250 West) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Cactus Sign Co., is requesting a variance to the allowed area for an electronic message center (EMC) and the maximum height for a proposed freestanding sign for Threadgill Law Firm located at 5100 Andrews Highway.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Per the proposed sign plans, the applicant is requesting to replace the existing freestanding sign with a 26-foot-tall freestanding sign with 96-square feet of signage, of which 80-square feet will be an electronic message center.

The request does not meet the requirements per the City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards.

(F)Use of an electronic message center (EMC) sign.

2.Size limitations. In all cases, the use of an electronic message center (EMC) shall count toward the total area of signs allowed on a property.

b. In the O-1, Office and less restrictive zoning districts:

i. The area of an EMC shall be limited to 15% of the total area of signs permitted for the property or 42 square feet, whichever is less

ii. The maximum height of a freestanding EMC shall be 20 feet.

Per the City of Midland Zoning Ordinance Section 11-7a.-7- Sign Standards, this property is allowed to have 300 square feet of signage with a maximum of 120 square feet per sign. As 15% of 300 square feet is 45 square feet, the maximum allowed area of an electronic message center would be 42 square feet for this property.

The proposed freestanding sign exceeds the allowed maximum height by 6 feet and the allowed area for an electronic message center by 38 square feet.

Planning:

As this request represents a deviation from the existing sign regulations and no hardships have been shown to exist, staff would recommend denial of this application for a variance to the allowed area for an electronic message center and the maximum height for a proposed freestanding sign.

Attachments:

Appeal Request
Building Official's Denial Letter
Application and Proposed Sign Plans
Proposed Freestanding Sign
Maps

Robert Patrick

City Manager's Office

Joseph Marynak

From: Jeff Pinkstaff
Sent: Wednesday, March 3, 2021 8:38 AM
To: Joseph Marynak
Subject: FW: 5100 Andrews Sign

From: Misty Hutson <misty@cactussign.com>
Sent: Wednesday, March 3, 2021 8:31 AM
To: Jeff Pinkstaff <jepinkstaff@midlandtexas.gov>
Subject: Re: 5100 Andrews Sign

Thanks Jeff
We are requesting a variance for the sign At 5100 Andrews Highway please put us in a meeting for March 23 at 10 o'clock if you have any questions please call me at 432-570-7446 extension 104 thank you

Cactus Sign Co.
Misty Hutson
3504 W Wall Street Suite B
Midland Texas
Office 432-570-7446 Ext # 104
Cell 432-352-9672

From: Jeff Pinkstaff <jepinkstaff@midlandtexas.gov>
Sent: Tuesday, March 2, 2021 5:05 PM
To: Misty Hutson <misty@cactussign.com>
Cc: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: 5100 Andrews Sign

Please see attached.

Thank you

Jeff Pinkstaff MPA, CBO
Building Official
City of Midland
(432)685-7388

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

MIDLAND
Code Administration

3/2/2021

Misty Hutson
Cactus Sign Company Inc.
3504 W. wall Street Ste. B
Midland, Texas 79707

Greetings:

After reviewing your application and request for a sign at 5100 Andrews Hwy, the staff of the Development Services has decided to **not** approve your submittal based on the reasons below. If you would like to appeal the decision of the staff in front of City Council, please contact myself via email to begin the appeal process.

1. Per section 11-7a-7-H-2, "The maximum height for a freestanding sign shall be 20 feet on an arterial street."
2. Per section 11-7a-7-F-2.b, the following restrictions apply to EMC signs in the O-1, Office District:
   i. The area of the EMC shall not exceed 42 square feet.
   ii. The maximum height for a freestanding EMC shall be 20 feet
   iii. For an EMC mounted on a pole, a clearance of not less than nine feet from the bottom of the sign shall be required.

Jeff Pinkstaff
Building Official
City of Midland
jepinkstaff@midlandtexas.gov
(432)685-7388

MIDLAND
Code Administration

PERMANENT SIGN
PERMIT APPLICATION

1. PROJECT INFORMATION 2'x10' wall sign.

Project Address: 5100 Andrews Hwy	Project Description: Install Pole Sige 2'x10' + EMC 8'x10'
Name of Business: Threadgill Law Firm	
Valuation of Job: $ 15,000.00	Zoning:
Property Line Setbacks: Front 15' Side _____ Rear _____	Property Easements: Yes _____ No _____
Lot/Tract: / Block: / Subdivision/Survey:	Lot Size: (sq. ft.)
Type of Work: New Construction ✓ Additional _____ Repair Existing _____	Engineering Required: _____
Sign Type: Pole/Pylon _____ Monument _____ Directional _____ Wall ✓ LED _____ Other _____	
Illumination: Internal ✓ External _____ None _____	Proposed Sign Area: _____ Facade: Height: _____ Width: _____
Number of Signs: 2 / Height Above Grade: _____ / Overhang Permitted: _____	Other: _____

2. BUILDING OWNER INFORMATION

Name: Threadgill Law	Address: 5100 Andrews Hwy	
Phone: 432-230-9822	Fax:	Email:

3. SIGNAGE / CONTRACTOR INFORMATION

Name: Cactus Sign	Address: 3504 W Wall	
Phone: 432-570-7446	Fax:	Email: misty@cactussign.com

4. PLEASE READ CAREFULLY

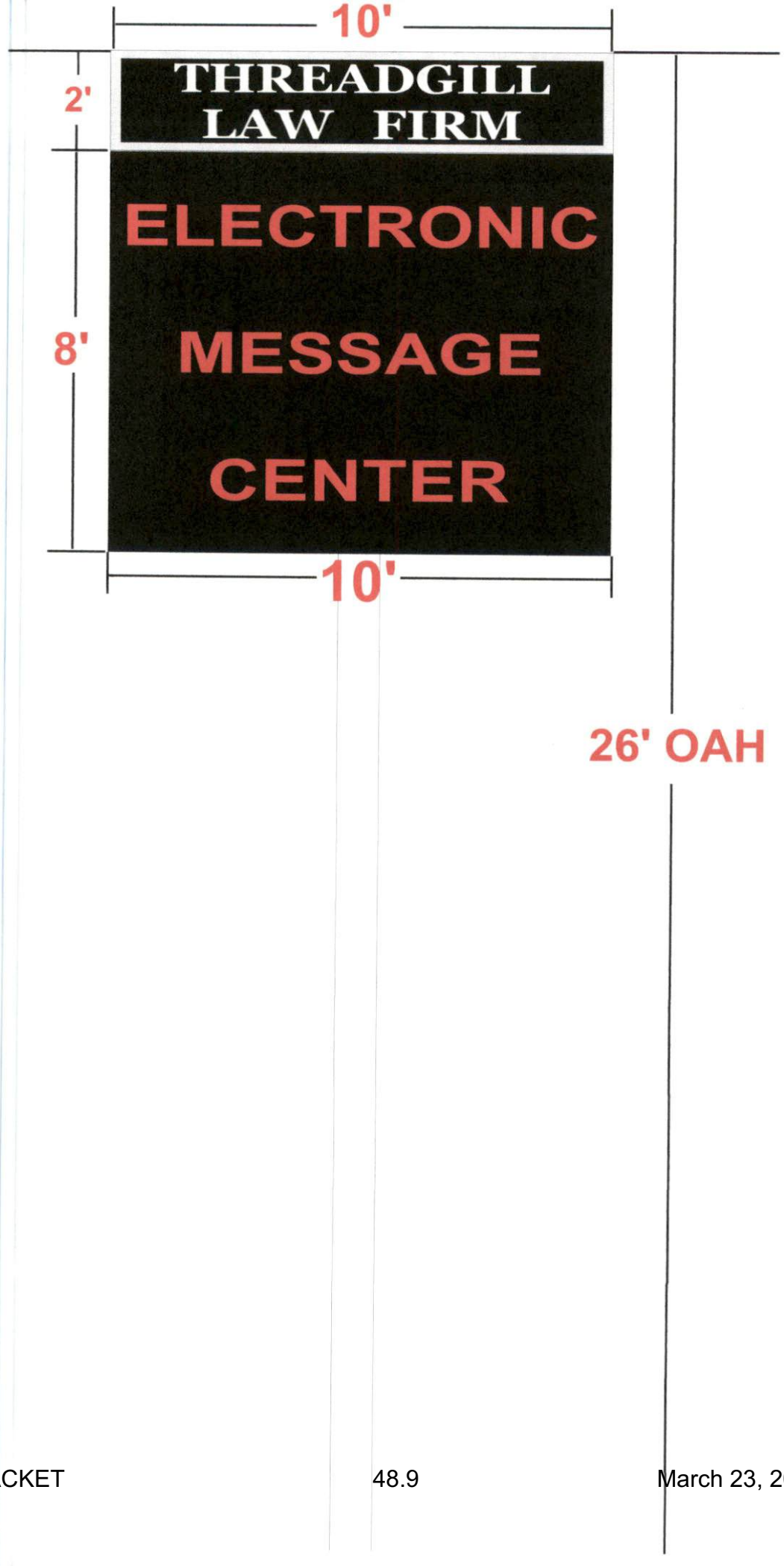
- Attach three (3) copies of the Signage Site Plan and Signage Elevations showing building dimensions and square footages of the signage areas.
- All signs with lighting must have an Underwriters Laboratory label affixed to cabinet and electrical.
- Be advised incomplete applications may be rejected, denied or cause permit processing delays.
- This permit becomes null and void if work authorized is not commenced within 180 days of issuance or if work is suspended or abandoned for a period of 180 days at any time after work is commenced.
- I hereby certify that I am the property owner or their authorized agent, and have the owner's consent to apply for the permit requested and receive all subsequent communications and business related to this application. I further certify that the information provided is true and correct to the best of my knowledge. This work shall comply with all provisions of laws and ordinances, whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any federal, state or local law regulating construction or the performance of construction.

Signature of Applicant: Misty Hutson	Date: 1/11/21
Printed Name of Applicant: Misty Hutson	Phone: 432-570-7446
Email: misty@cactussign.com	Fax:

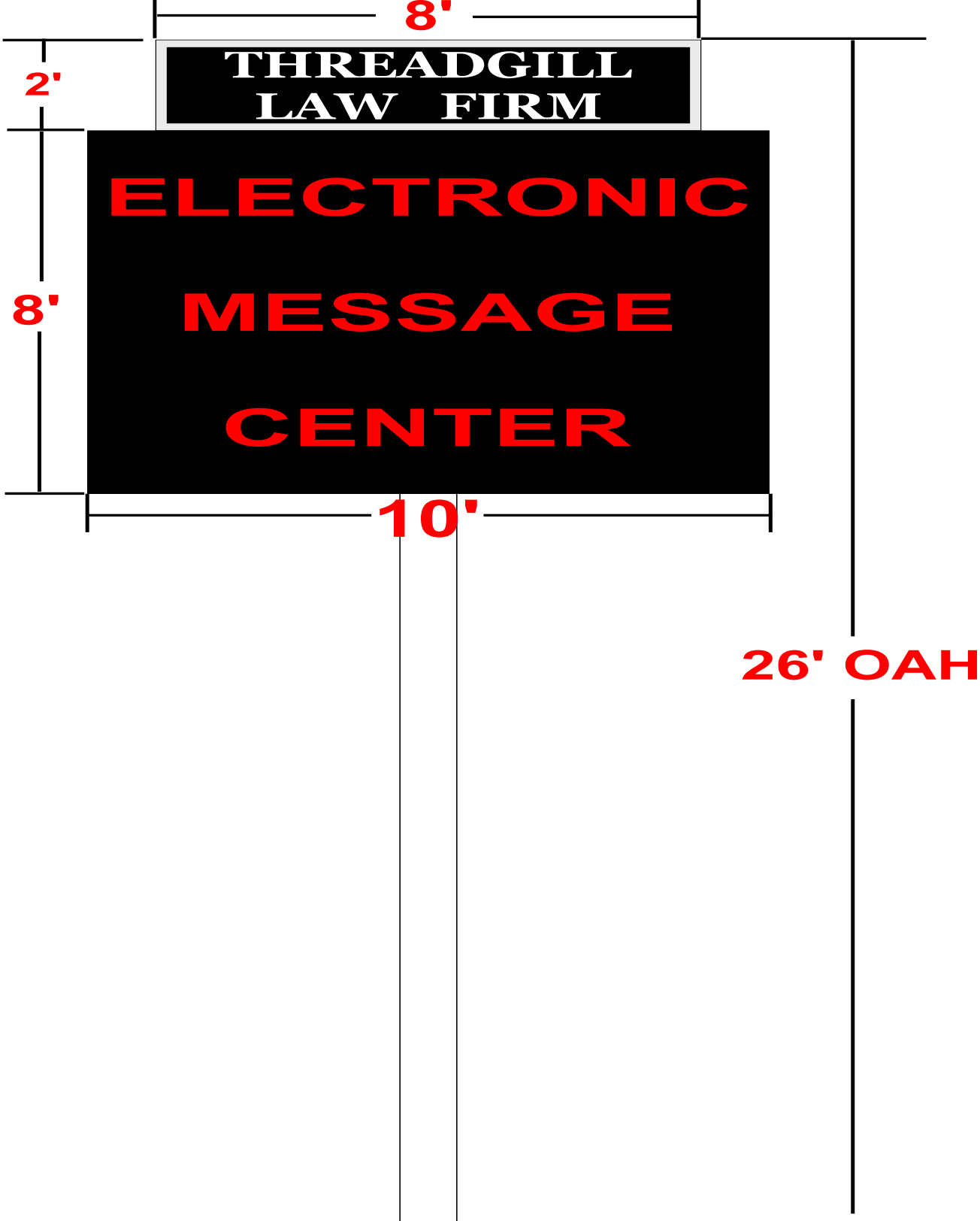
FULL COLOR
ELECTRONIC
MESSAGE CENTER

117'
12'


Threadgill
5100 Andrew Hwy.
117'
42
96 Total
LED
8'x10"
IDOab
2x8
Pole
12' 10" TALL

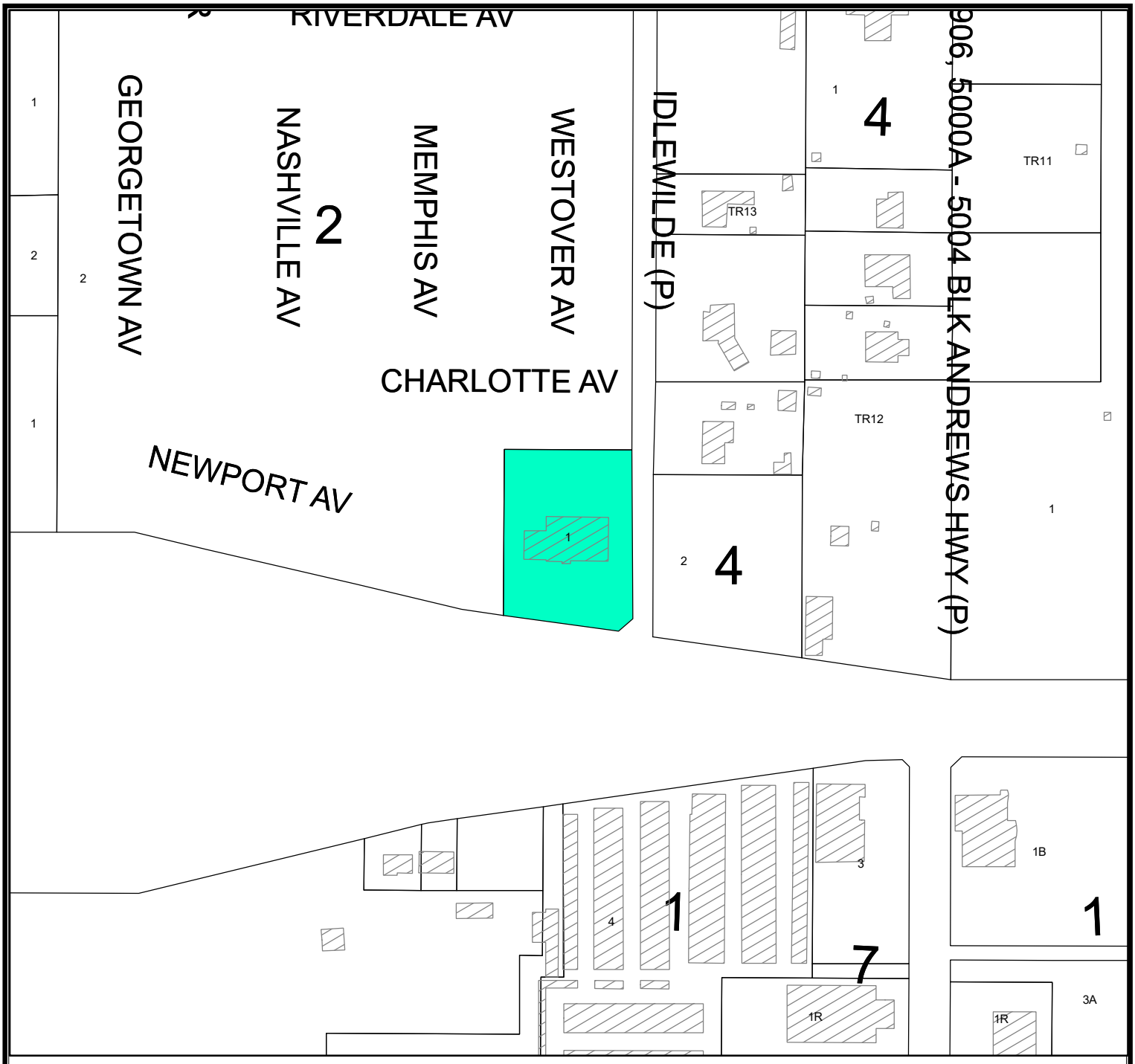

10'
2'
THREADGILL
LAW FIRM
ELECTRONIC
MESSAGE
CENTER
8'
10'
26' OAH

Channel letter size
105" x 26.7"
THRADDILL
LAW FIRM
5100



36" x 96"
pier hole


THREADGILL
432.653.1396



LOCATION MAP

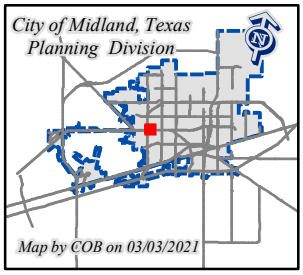
SGN-031388-2021 **Scale: 1" = 200'**

Consider a motion appealing the Building Official's denial of a sign permit application by Cactus Sign Co. for Lot 1, Block 2, Wallace Heights, Section 3, City and County of Midland, Texas.

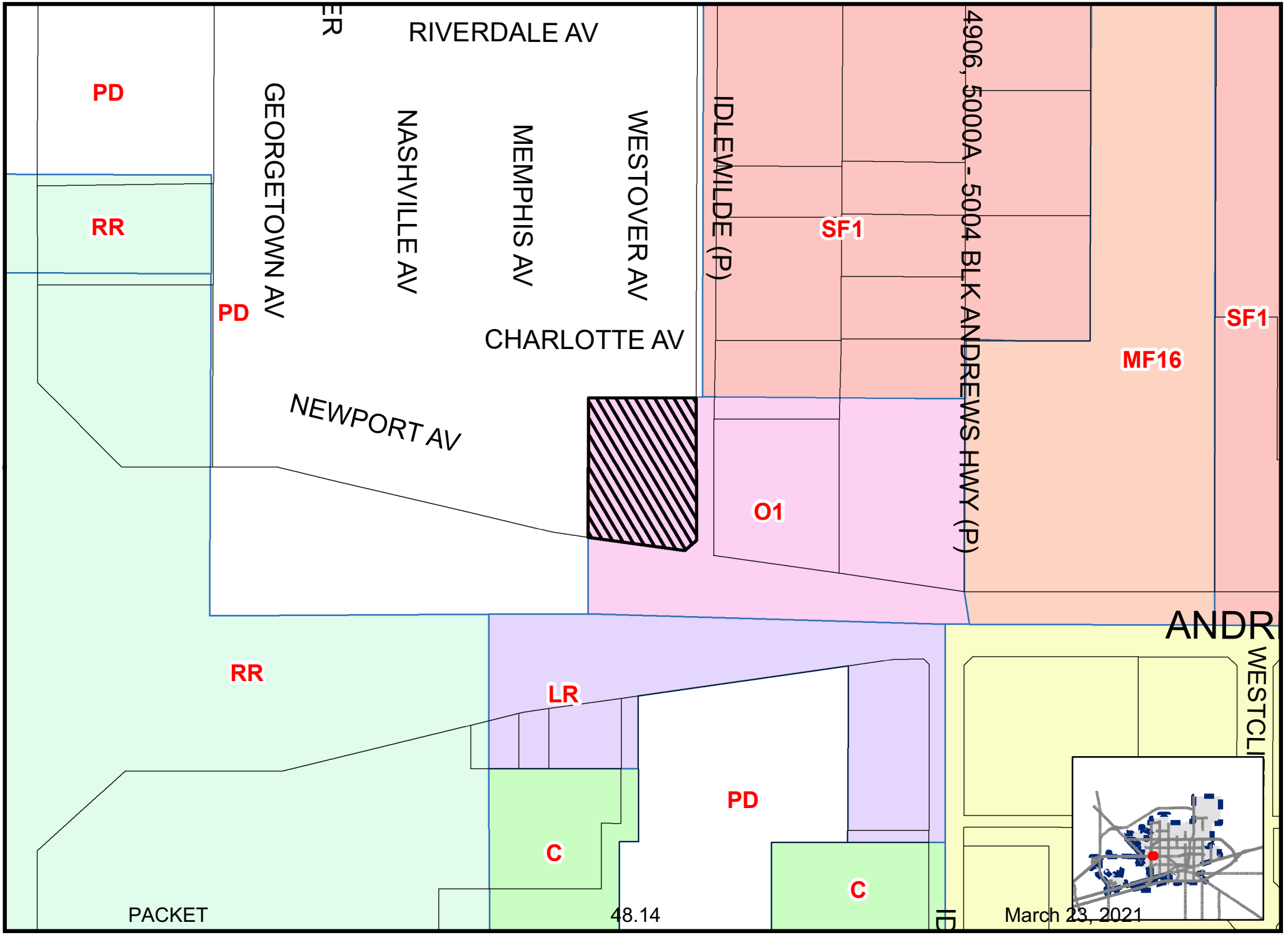
(Generally located on the north side of Andrews Highway, approximately 974 feet east of N. Loop 250 West. Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



March 23, 2021



Map by COB on 03/03/2021

SGN-031388-2021

Scale: 1" = 200'

ZONING MAP

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City Council Meeting

Item Number: 49

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

Subject: AN ORDINANCE CHANGING THE NAME OF THE PORTION OF EAST JAX AVENUE THAT IS ADJACENT TO LOT 11, BLOCK 1, LOTS 4 AND 5, BLOCK 4, AND BLOCK 5, BARBER-COLE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND GENERALLY LOCATED BETWEEN NORTH FORT WORTH STREET AND NORTH TERRELL STREET, TO "KENAN AVENUE"; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE (ENGINEERING SERVICES)

Purpose:

To consider a request by Ms. Patricia Caldwell to rename the 400-block of East Jax Avenue to Kenan Avenue in honor of Pastor William C. Kenan of Faith Temple Church of God in Christ.

Recommended City Council Action:

Approve

Fiscal Impact:

The cost to change street name signs is negligible.

Discussion:

Staff has received a request from Ms. Patricia Caldwell to rename the 400-block of East Jax Avenue to Kenan Avenue in honor of Pastor William C. Kenan of Faith Temple Church of God in Christ. See attached letter for additional details.

For the following reasons, staff has no objection to this request:

- This segment of E. Jax Ave is offset from the remainder of the street to the west, and is discontinuous from other segments east of Terrell St. Therefore, the name change should not create any driver confusion.

- There are no properties addressed on this segment of E. Jax Ave that will be impacted.

- The proposed name does not conflict with any other existing street names in the City.

Staff recommends approval of this ordinance.



City Manager's Office

ORDINANCE NO._____

AN ORDINANCE CHANGING THE NAME OF THE PORTION OF EAST JAX AVENUE THAT IS ADJACENT TO LOT 11, BLOCK 1, LOTS 4 AND 5, BLOCK 4, AND BLOCK 5, BARBER-COLE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND GENERALLY LOCATED BETWEEN NORTH FORT WORTH STREET AND NORTH TERRELL STREET, TO "KENAN AVENUE"; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE

WHEREAS, the City Council finds it to be in the public interest to rename a certain public street located in the City of Midland, Texas;

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

SECTION ONE. That the following name change is hereby approved and adopted for the following public street:

> That the portion of East Jax Avenue that is adjacent to Lot 11, Block 1, Lots 4 and 5, Block 4, and Block 5, Barber-Cole Addition, City and County of Midland, Texas, is hereby renamed "Kenan Avenue".

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The City Secretary is hereby authorized and directed to send a certified copy of this ordinance to the Midland Emergency Communications District.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

February 8, 2021

City of Midland
P. O. Box 1152
Midland, TX 79702
Attn: Mr. Michael Pacelll
City Traffic Engineer

Re: Renaming of 400 block Jax Avenue

Dear Mr. Pacelll;

My name is Patricia (Pat) Caldwell. I am a member (44+ years) of the Faith Temple Church of God in Christ located at 1605 N. Terrell St. and the corner of the 400 Block of Jax Avenue. This communique is to formally request the renaming of the 400 block of Jax Avenue to Kenan Avenue.

The Faith Temple Church as served as a beacon to the Northeast section of Midland, TX for 46+ years. The church was established under the leadership of the present pastor, Supt. William C. Kenan in December of 1974.

Pastor Kenan has been a resident of Midland, TX for over 48+ years. Except for the recent influx of residences, Pastor Kenan is well known in the community. He has ministered to countless souls within and without the city. He is the husband of the late Bertha Kenan and father of four children who all grew up, attended, participated in various activities, and graduated from the presently named Robert E. Lee High School. As adults, they also have contributed to the community, working in the Educational and Hospital systems.

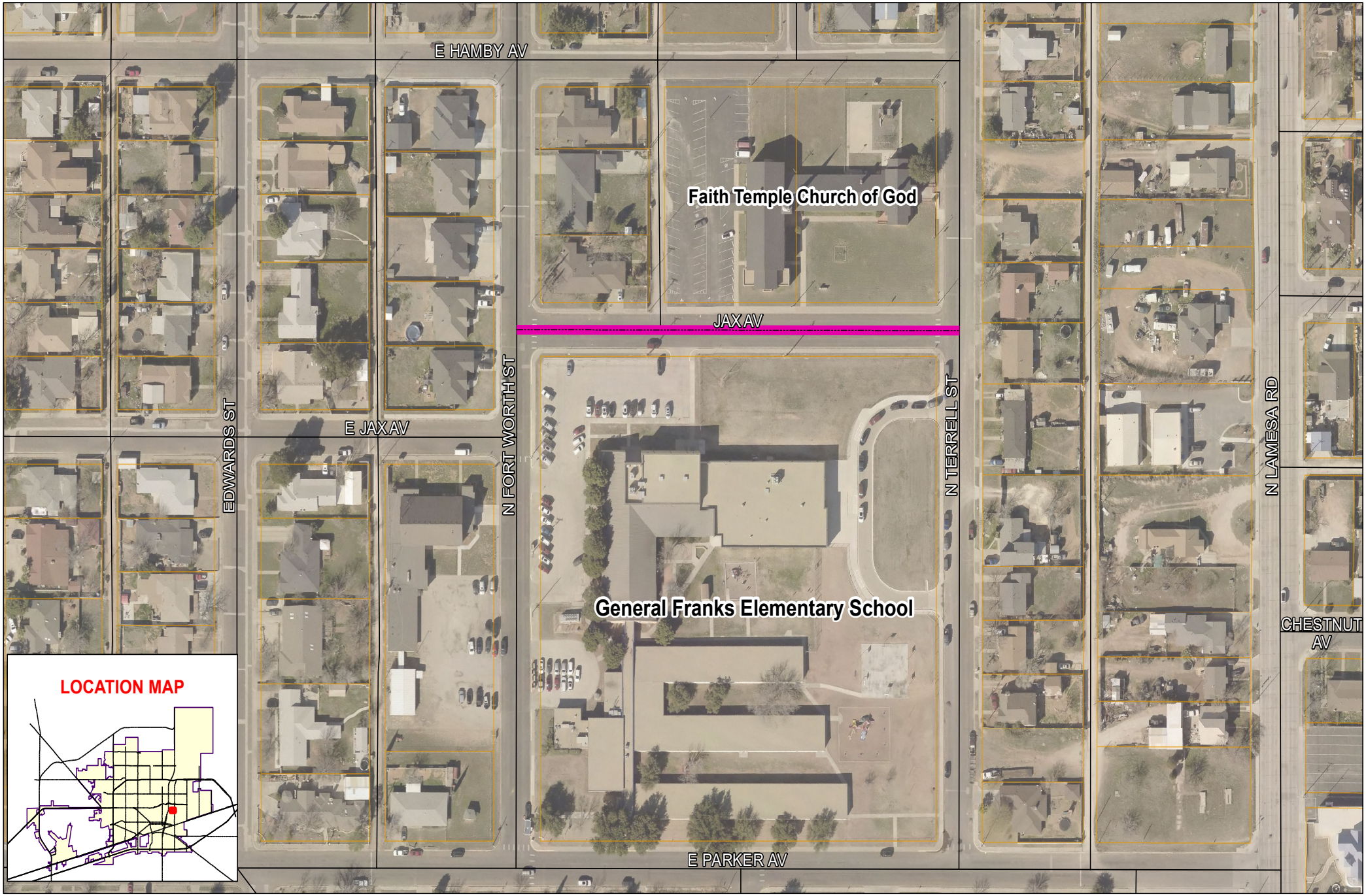
Pastor Kenan will be celebration 90 years of life in October (the Lord allows) and we feel this would be a befitting acknowledgment of appreciation for his past and continued contributions to our community and city. We, therefore, request the renaming of the 400 block of Jax Avenue to Kenan Avenue.

This particular portion of Jax Avenue is located on the south side of the Faith Temple Church dividing the building and the General Tommy Franks Elementary (formerly Crockett) school. The uniqueness of this request is that there are no resident dwellings. Therefore, there would be no undue burden (such as address changes) on this renaming.

Should you require any additional information regarding this request, please don't hesitate to contact me at ssandb481@att.net or via telephone at (432) 553-3899. Thank you for your favorable respondence in this matter.

Sincerely,

Pat Caldwell



Date: 2/19/2021

Legend

- Proposed Street
- Street
- Parcel

PACKET 49

Proposed Kenan Avenue Street Name Change

March 23, 2021

0 50 100 Feet

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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO._____

AN ORDINANCE CHANGING THE NAME OF THE PORTION OF EAST JAX AVENUE THAT IS ADJACENT TO LOT 11, BLOCK 1, LOTS 4 AND 5, BLOCK 4, AND BLOCK 5, BARBER-COLE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND GENERALLY LOCATED BETWEEN NORTH FORT WORTH STREET AND NORTH TERRELL STREET, TO "KENAN AVENUE"; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE

WHEREAS, the City Council finds it to be in the public interest to rename a certain public street located in the City of Midland, Texas;

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SECTION ONE. That the following name change is hereby approved and adopted for the following public street:

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SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The City Secretary is hereby authorized and directed to send a certified copy of this ordinance to the Midland Emergency Communications District.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

RECEIVED
MAR 1 1 2021
BY: .....

DRUSEN KEITH
1601 N FORT WORTH ST
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will consider an ordinance at **10:00 A.M.** on **Tuesday, March 23, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, for a **Street Name Change** on the following described property:

LEGAL DESCRIPTION: The portion of E. Jax Avenue between N. Fort Worth Street and N. Terrell Street that is adjacent to Lot 11, Block 1; Lots 4 and 5, Block 4; and Block 5; Barber-Cole Addition, City and County of Midland, Texas.

LOCATION: Generally located between N. Fort Worth Street and N. Terrell Street, approximately 308 feet south of E. Hamby Avenue. Council District 2

PROPOSED STREET NAME: Kenan Avenue.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** _____

Required Information:

K Drusen | Keith Drusen | 1604 N Fort Worth St
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 20
Date Mailed: March 3, 2021
Case Name: Street Name Change - E. Jax Avenue
COB Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

City Council Meeting

Item Number: 50

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

Subject: AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; 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)

Purpose:

To consider an ordinance authorizing new stop-controlled intersections in areas of recent or upcoming development.

Recommended City Council Action:

Approve

Fiscal Impact:

Approximately $40,000.00 for the installation cost of new signs, including materials, equipment and labor. Funds are available in Traffic's FY21 operating budget.

Discussion:

The City Attorney's Office has prepared an ordinance authorizing the installation of stop signs at various intersections within the City of Midland. This ordinance has been requested to assign right-of-way at each intersection in compliance with the Texas Manual on Uniform Traffic Control Devices.

There are 81 locations recommended for new stop signs that are on newly constructed streets,

streets planned for construction in the near future, or at locations for which no type of formal traffic control has previously existed.

The proposed locations of new stop signs are as follows:

ON	AT
Acoma Ct.	Pavilion Pkwy.
Affirmed Ave.	Alysheba Ln.
Bald Eagle Ct.	McPherson Ln.
Bison St.	Rio Pl.
Bison St.	Outlaw Ct.
Bluebell Dr.	Bastrop Ave.
Bluebell Dr.	Occidental Pkwy.
Bromegrass St.	Calumet St.
Carriage Rd.	Occidental Pkwy.
Champion Ave.	San Felipe Dr.
Charismatic Dr.	Alysheba Ln.
Charismatic Dr.	Secretariat St.
Choctaw	Daybreak Way
Choctaw Ct.	Lumina Dr.
Choctaw	Overshine Ln.
Cooperstone Ct.	Daybreak way
Crown Point Ct.	L'Enfant Ln.
Dupont Ct.	McPherson Ln.
Fairgreen Ct.	Fairbanks Dr.
Foggy Bottom Ct.	McPherson Ln.
Grainger Rd.	Cedar Creek Rd.
Grainger Rd.	Milltown Rd.
Grainger Rd.	Porterfield Rd.
Gulf Ave.	Winfield Rd.
Harrier Dr.	Beachwood St.
Husk St.	Carriage Rd.
Husk St.	Ranch Ave.
Iron Rd.	Ranch Ave.
Jamestown St.	Arlington Rd.
Jamestown St.	Bunker Hill Rd.
Killdeer Ct.	Beachwood St.
Lady Bird Ln.	Partridge St.
Laguna Meadows Tr.	Madrone Ave.
Laguna Meadows Tr.	San Felipe Dr.
Madrone Ave.	Pavilion Pkwy.
Madrone Ave.	Stonebridge Dr.
McPherson Ln.	Bunker Hill Rd.
McPherson Ln.	Musket Dr.
Moonlight Rd.	Husk St.
N St.	Southgate St.
Oaklawn Dr.	Humble Ave.

Outlaw Ct.	Husk St.
Park Ln.	Tanner Dr.
Partridge St.	Moonlight Rd.
Partridge St.	Outlaw Ct.
Partridge St.	Wagon Ct.
Pavilion Pkwy.	San Felipe Dr.
Pavilion Pkwy.	Stonebridge Dr.
Pecan Ave.	Pine Ave.
Pioneer Rd.	Ranch Ave.
Pioneer Rd.	Rio Pl.
Raiz Dr.	Laguna Meadows Tr.
Raiz Dr.	Pavilion Pkwy.
Revere Pl.	Gallantry Ln.
Rio Pl.	Carriage Rd.
Rio Pl.	Ranch Ave.
Rio Pl.	Stake Ave.
Rope St.	Mockingbird Ln.
Santa Clara Dr.	Pavilion Pkwy.
Santa Clara Dr.	Stonebridge Dr.
Seattle Slew Tr.	Sir Barton Pkwy.
Secretariat St.	Affirmed Ave.
Secretariat St.	Sir Barton Pkwy. (both intersections)
Sir Barton Pkwy.	Alysheba Ln.
Solomon Ln.	Stonebridge Dr.
Stanolind Ave.	N St.
Stanolind Ave.	Winfield Rd.
Stonebridge Dr.	Pavilion Pkwy.
Sunny Stone Dr.	Daybreak Way
Sunrise Way	Overshine Ln.
Thomas Paine Rd.	Bunker Hill Rd.
Thomas Paine Rd.	Musket Dr.
Unbridled Tr.	Sir Barton Pkwy.
Victory Pkwy.	Crown Point Ct.
Viva Max Dr.	McPherson Ln.
Viva Max Dr.	Thomas Paine Rd.
Wagon Ct.	Husk St.
Washita	Fairgrounds Rd.
Westin Dr.	Pavilion Pkwy.
Winfield Rd.	H St.
Winfield Rd.	Seaboard Ave.

Staff recommends approval of this ordinance.



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, the Council finds that the unusual character and volume of traffic on various intersecting streets within the City require that operators of motor vehicles traveling along said streets stop before entering said intersections; and

WHEREAS, the Council finds it to be in the public interest to authorize and require the establishment of stop signs at said intersections;

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

SECTION ONE. In addition to all other stop signs, stop signs at the intersections enumerated in the following list are hereby ordered to be erected and are hereby validated and fully authorized, whether the same have already been placed and are existing upon said intersections, or shall be placed there hereafter, and all persons operating vehicles upon or over the streets of the City of Midland shall obey such stop signs. All streets located in the column under the word "On" are the streets on which stop signs are hereby ordered and authorized at their intersection with the streets listed on the same line and in the column immediately to the right headed by the word "At".

ON	**AT**
"A" St.	Indiana Ave.
"A" St.	Missouri Ave.
"A" St.	Mockingbird Ln.
"A" St.	Solomon Ln.
Abbey Pl.	Everglade Ave.
Aberdeen Dr.	Cedar Springs Dr.
Aberdeen Dr.	Ruby Dr.
Aberdeen Dr.	Spraberry Dr.
Acklen Dr.	Roosevelt Dr.

ON	AT
Acoma Ct.	Pavilion Pkwy.
Adams St.	Garden Ln.
Adams St.	Illinois Ave.
Adams St.	Indiana Ave.
Adams St.	Kentucky Ave.
Adams St.	New York Ave.
Adams St.	Pennsylvania Ave.
Adams St.	Wall St.
Adams St.	Walnut Ln.
Adams St.	Washington Ave.
Adonia St.	Cheyenne St.
Advance Ave.	Industrial Ave.
Affirmed Ave.	Alysheba Ln.
Ainslee St.	Bedford Dr.
Ainslee St.	Cuthbert Ave.
Ainslee St.	Kansas Ave.
Ainslee St.	Louisiana Ave.
Ainslee St.	Princeton Ave.
Airport 20 Rd.	La Force Blvd.
Alamo Dr.	Crockett Ave.
Alamosa Ct.	Gunnison Dr.
Alcove Ct.	Douglas St.
Alice St.	Barkley Ave.
Alice St.	Delano Ave.
Alice St.	Franklin Ave.
Alice St.	Kessler Ave.
Alice St.	Mariana Ave.
Alkan St.	Calumet St.
Alkan St.	Chaparral St.
Allandale Ct.	Sherwood Dr.
Allen St.	New Jersey Ave.
Allen St.	Taylor Ave.
Almey Ct.	Rustic Tr.
Almont Pl.	Gunnison Dr.
Alpine St.	Cuthbert Ave.
Alpine St.	Louisiana Ave.
Alta Ave.	Pecos St.
Amelia Dr.	Anetta Dr.
Amelia Dr.	Fairmont Dr.
Amigo Dr.	Goliad Dr.
Amigo Dr.	Storey Ave.
Andrews Hwy. Frontage	Godfrey St.
Andrews Hwy. Frontage	McDonald Ave.
Andover Ave.	Ward St.
Anetta Dr.	Eisenhower Dr.
Anetta Dr.	Raymond Rd.
Anetta Dr.	Spraberry Dr.
Anetta Dr.	Waverly Dr.
Angelina Dr.	Haynes Ave.
Angelina Dr.	Lehigh Dr.
Anthem Rd.	Bunker Hill Rd.

ON	AT
Apache Dr.	Holly Dr.
Apache Dr.	Waverly Dr.
Apperson Dr.	Maxwell Ave.
Apperson Dr.	Whitney Dr.
Apple Creek Rd.	Mathis St.
Apple Creek Rd.	Oak Valley Dr.
Arapahoe Rd.	Elkins Rd.
Arbor Cir.	Sunshine Pkwy.
Armadillo Dr.	Maverick Ln.
Armadillo Dr.	Prairie Rd.
Arrowhead Trail	Vista West Pkwy.
Arroyo Dr.	Haynes Ave.
Arroyo Dr.	Northfield Dr.
Ashwood Ct.	Heritage Blvd.
Aspen Dr.	Dentcrest Dr.
Aspen Dr.	Mark Ln.
Aster Ave.	Avalon Dr.
Aster Ave.	Golden Gate Dr.
Atlanta St.	California Ave.
Atlanta St.	Gist Ave.
Atlanta St.	Hicks Ave.
Atlanta St.	New York Ave.
Auburn Ct.	Ward St.
Auburn Dr.	Whitney Dr.
Auburn Pl.	Lanham St.
Audie Ct.	Beal Pkwy.
Aurora Way	Lumina Dr.
Aurora Ln.	McDonald Dr.
Aurora Ln.	Suncrest Ave.
Austin St.	Baumann Ave.
Austin St.	Bedford Dr.
Austin St.	Cuthbert Ave.
Austin St.	Kansas Ave.
Avalon Dr.	Briarwood Ave.
Avondale Dr.	Leddy Dr.
Avondale Dr.	McDonald Dr.
Avondale Dr.	Raymond Dr.
Azalea Ct.	Rosewood Dr.
“B” St.	Cuthbert Ave.
“B” St.	Gulf Ave.
“B” St.	Harvard Ave.
“B” St.	Indiana Ave.
“B” St.	Kansas Ave.
“B” St.	Louisiana Ave.
“B” St.	Michigan Ave.
“B” St.	Missouri Ave.
“B” St.	Tennessee Ave.
Baca St.	Mockingbird Ln.
Baca St.	San Miguel Ave.
Baird St.	California Ave.
Baird St.	Griffin Ave.

ON	AT
Baird St.	Hicks Ave.
Baird St.	Indiana Ave.
Baird St.	Kentucky Ave.
Baird St.	Longview Ave. (northbound)
Baird St.	Longview Ave. (southbound)
Baird St.	Louisiana Ave.
Baird St.	Main St.
Baird St.	Michigan Ave.
Baird St.	New Jersey Ave.
Baird St.	New York Ave.
Baird St.	Taylor Ave.
Baird St.	Washington Ave.
Bald Eagle Ct.	McPherson Ln.
Baldwin St.	Brunson Ave.
Baldwin St.	College Ave.
Baldwin St.	Holloway Ave.
Baldwin St.	Indiana Ave.
Baldwin St.	Kentucky Ave.
Baldwin St.	Washington Ave.
Balfour Ct.	Deer Run Ave.
Balfour Ct.	Greathouse Ave.
Baltic Ave.	Dormard Ave.
Baltic Ave.	Pacific Ave.
Banks Dr.	La Force Blvd.
Banks Dr.	Sloan Field Blvd.
Barber St.	Cedar Ave.
Barber St.	Dormard Ave.
Barber St.	Golf Course Rd.
Barber St.	Hickory Ave.
Barber St.	Magnolia Ave.
Barber St.	Maple Ave.
Barber St.	Oak Ave.
Barber St.	Pecan Ave.
Barber St.	Pine Ave.
Barber St.	Shandon Ave.
Barber St.	Spruce Ave.
Barking Rock	Fall Creek
Barking Rock	Sister Creek
Barkley Ave.	Crestview Rd.
Barkley Ave.	Powell St.
Baron Dr.	Occidental Pkwy.
Baron Dr.	Ranch Ave.
Basswood Cir.	Sequoia Dr. (both intersections)
Barton Springs Ct.	Barton Creek Rd.
Bates Dr.	Sinclair Ave.
Baumann Ave.	Alpine St.
Baumann Ave.	Godfrey St.
Baumann Ave.	Kansas Ave.
Baumann Ave.	McDonald St.
Baybridge Ct.	Eastview Dr.
Baybridge Ct.	Westview Dr.

ON	AT
Baybrook Dr./Ct.	Rockwood Dr.
Baybrook Dr./Pl.	Valwood Dr.
Beachwood St.	Calumet St.
Beachwood St.	Chukar Ln.
Beal Pkwy.	Graceland Dr.
Beal Pkwy.	Leisure Dr.
Beal Pkwy.	Thomason Dr.
Beals Creek Dr.	Comal Dr.
Beals Creek Dr.	Heritage Oaks Dr.
Beals Creek Dr./Ct.	Pedernales Dr.
Beckley Dr.	Cedar Spring Dr.
Beckley Dr.	Sprayberry Dr.
Bedford Ave.	Alpine St.
Bedford Ave.	Austin St.
Bedford Dr.	"B" St.
Bedford Dr.	"D" St.
Bedford Ave.	Delmar St.
Bedford Ave.	E. Broadway St.
Bedford Ave.	"G" St.
Bedford Ave.	Godfrey St. (westbound)
Bedford Ave.	Idlewilde Dr.
Bedford Dr.	Lanham St.
Bedford Ave.	Maberry St.
Bedford Ave.	Manor St.
Bedford Ave.	McDonald St.
Bedford Dr.	Mogford St.
Bedford Ave.	"N" St.
Bedford Ave.	Tarleton St.
Bedford Dr.	W. Broadway St.
Bedford Dr.	Ward St.
Bedford Ave.	Woodcrest Dr.
Beechwood Ct.	Teakwood Tr.
Belair Dr.	Stonybrook Dr.
Bellechasse Ct.	Chapel Hill Dr.
Bellechasse Ct.	Fairview Ln.
Bellegrove Ct.	Keswick Rd.
Belmont St.	Collins Ave.
Belmont St.	Gist Ave.
Belmont St.	Griffin Ave.
Belmont St.	Hicks Ave.
Belmont St.	Longview Ave.
Belmont St.	Rhode Island Ave.
Belmont St.	Stokes Ave.
Belmont St.	Summit Ave.
Belmont St.	Wolcott Ave.
Belton Pl.	Concho Dr.
Benton St.	California Ave.
Benton St.	Golf Course Rd.
Benton St.	Indiana Ave.
Benton St.	Morgan Way
Benton St.	New York Ave.

ON	AT
Benton St.	Oak Ave.
Benton St.	Pine Ave.
Bentwood Dr.	Crescent Dr.
Bentwood Dr.	Cuthbert Ave.
Bentwood Dr.	Graceland Dr.
Bentwood Dr.	Ric Dr.
Berkeley Trail	Carpenter Way
Big Bend Country	Buffalo Gap
Billingsley Blvd.	Caldera Blvd.
Binney Cv.	Rex Rd.
Bishops Castle Dr.	Castleford Rd.
Bison St.	Rio Pl.
Bison St.	Outlaw Ct.
Blackwood Dr.	Homestead Blvd.
Blake Dr.	Garrett Dr.
Blake Dr.	Trennon Pl.
Blakemore Ct.	Northfield Dr.
Blanco Dr.	Llano Ct.
Blanco Dr.	Medina Dr.
Blanco Dr.	Oak Creek Dr.
Bluebell Dr.	Bastrop Ave.
Bluebell Dr.	Occidental Pkwy.
Bluebird Ln.	Midkiff Rd.
Blue Bonnet Ave.	Avalon Dr.
Blue Bonnet Ave.	Golden Gate Dr.
Boeing Dr.	Fannin Ave.
Boeing Dr.	Neely Ave.
Boeing Dr.	Sentinel Dr.
Bonham St.	Cuthbert Ave.
Bonham St.	Kansas Ave.
Bonham St.	Willingham Dr.
Boot Dr.	Lone Star Ln.
Boot Dr	Red River Ln.
Bosque Dr.	Lampasas Dr.
Boulder Dr.	Arroyo Dr.
Boulder Dr.	Haynes Ave.
Bowie Dr.	Bentwood Dr.
Bowie Dr.	Edgewood Dr.
Bowie Dr.	Goliad Dr.
Bowman Cir.	Arapahoe Rd.
Boyd Ave.	“C” St.
Boyd Ave.	Cessna Dr.
Boyd Ave.	“D” St.
Boyd Ave.	Godfrey St.
Boyd Ave.	Lanham St.
Boyd Ave.	McDonald St.
Boyd Ave.	Mogford St.
Boyd Ave.	“N” St.
Boyd Ave.	Sinclair Ave.
Boyd Ave.	Sparks St.
Boyd Ave.	Tarleton St.

ON	AT
Boyd Ave.	Upland St.
Bradford Ct.	Knights Pl.
Brand Ln.	Buffalo Gap
Brand Ln.	Lone Star Ln.
Brazos Ave.	Amistad Dr.
Brazos Ave. / Ct.	Conroe St.
Brazos Ave.	Spence Dr.
Breckenridge Dr.	Durango Dr.
Breezeway Ct.	Bent Tree Tr.
Brentwood Dr.	Homestead Blvd.
Briaroaks Ct. / Dr.	Homestead Blvd.
Briarpath Dr.	Rosewood Dr.
Bridle Dr.	Rattler Ln.
Bridle Dr.	Wrangler Ln.
Brighton Pl.	Ashdown Pl.
Broadway St.	Cuthbert Ave.
Bromegrass St.	Beachwood St.
Bromegrass St.	Calumet St.
Bromley Pl.	Mayfield Pl.
Bronco Ct.	Buffalo Gap (both intersections)
Brookdale Dr.	Anetta Dr.
Brookdale Dr.	Bentwood Dr.
Brookdale Dr.	Eisenhower Dr.
Brooks Dr. (both intersections)	Raymond Rd.
Brown Heart Ln.	Deer Run Ave.
Brown Heart Ln.	Holiday Hill Rd.
Brown Heart Ln.	Riverside Dr.
Brownwood Dr.	Bentwood Dr.
Brunson Ave.	“L” St.
Brunson Ave.	Mann St.
Brunswick Cr.	Chapel Hill
Brush Dr.	Six Flags
Bryant St.	Eugene Ave.
Bryant St.	George Ave.
Bryant St	Hamby Ave.
Bryant St.	Hart Ave.
Bryant St.	Humble Ave.
Bryant St.	Jax Ave.
Buchanan Pl.	Rio Grande Ave.
Buffalo Ct.	Ranch Hand Dr.
Buffalo Gap	Lone Star Ln.
Buffalo Gap	Occidental Pkwy.
Buffalo Gap	Rattler Ln.
Bunche St.	California Ave.
Burchill Dr.	Anetta Dr.
Burchill Dr.	Brookdale Dr.
Burchill Dr.	Comanche Dr.
Burchill Dr.	Erie Dr.
Burchill Dr.	Parkdale Dr.
Burchill Dr.	Pasadena Dr.
Burchill Dr.	Pleasant Dr.

ON	AT
Burchill Dr.	Wilshire Dr.
Burgandy Dr.	Stonebridge Dr.
Burleson St.	Brunson Ave.
Burleson St.	College Ave.
Burleson St.	Holloway Ave.
Burleson St.	Kentucky Ave.
Burleson St.	Washington Ave.
Burnett Ln.	Lone Star Ln.
Butler Ave.	Baird St.
Butler Ave.	Main St.
Butternut Ln.	Jackson St.
Butternut Ln.	Oak Ave.
Butternut Ln.	Pecan Ave.
"C" St. (northbound traffic)	College Ave.
"C" St. (southbound traffic)	College Ave.
"C" St.	Cuthbert Ave.
"C" St.	Douglas Ave.
"C" St.	Golf Course Rd.
"C" St.	Gulf Ave.
"C" St. (northbound traffic)	Indiana Ave.
"C" St. (southbound traffic)	Indiana Ave.
"C" St.	Louisiana Ave.
"C" St.	Michigan Ave.
"C" St.	Missouri Ave.
"C" St.	Stanolind Ave.
Caldera Dr.	Melville Dr.
Calhoun St.	California Ave.
Calhoun St.	Indiana Ave.
Calhoun St.	Kentucky Ave.
Calhoun St.	Orchard Ln.
Calhoun St.	Pennsylvania Ave.
Calhoun St.	Washington Ave.
California Ave.	Camp St.
California Ave.	Carver St.
California Ave.	Dallas St.
California Ave.	Jackson St.
California Ave.	Main St.
California Ave.	Marienfeld St.
California Ave.	Tilden St.
California Ave.	Weatherford St.
California Ave.	Webster St.
Camarie Ave.	Lanham St.
Camarie Ave.	Mogford St.
Camarie Ave.	Tarleton St.
Camarie Ave.	Ward St.
Camarie Ave.	Whitney Dr.
Camino Reale	Crowley Blvd.
Camino Reale	Guadalupe St.
Camino Reale	Llano Ct.
Camp St.	Carter Ave.
Camp St.	Collins Ave.

ON	AT
Camp St.	Dakota Ave.
Camp St.	Francis Ave.
Camp St.	Griffin Ave.
Camp St.	Industrial Ave.
Camp St.	Marlin St.
Camp St.	New Jersey Ave.
Canadian Ave.	Amistad Dr.
Canadian Ave.	Spence Dr.
Candle Tree Cv.	Melville Dr.
Candlestick Dr.	Hall of Fame Blvd.
Canemont Dr.	Gleneagles Dr.
Canemont Dr.	Tremont Ave.
Canterbury Dr.	Kensington Ln.
Canterbury Dr.	Polo Pkwy.
Canyon Dr. (both intersections)	Raymond Rd.
Canyon/Devonian Dr.	Spraberry Dr.
Carbondale Ct.	Gunnison Dr.
Cardinal Ln.	Oriole Dr.
Cardinal Ln.	Polo Club Rd.
Carlton St.	Brunson Ave.
Carlton St.	College Ave.
Carlton St.	Holloway Ave.
Carlton St.	Kentucky Ave.
Carlton St.	Washington Ave.
Carmel Ct.	Llano Ct.
Carnation Ave.	Avalon Dr.
Carnation Ave.	Golden Gate Dr.
Carpenter Ct. / Way	Brown Heart Ln.
Carpenter Way	Oriole Dr.
Carriage Rd.	Occidental Pkwy.
Carrington Ct.	Rustic Tr.
Carrizo St.	Cuthbert Ave.
Carrizo St.	Louisiana Ave.
Carrizo St.	Michigan Ave.
Carrizo St.	Missouri Ave.
Carrizo St.	Nobles Ave.
Carrizo St.	Ohio Ave.
Carrizo St.	Storey Ave.
Carter Ave.	Garfield St.
Carver St.	Dormard Ave.
Carver St.	Golf Course Rd.
Carver St.	Indiana Ave.
Casa Grande Tr.	Guadalupe St.
Casa Grande Tr.	Llano Ct.
Casa Verde Ct.	San Clemente Dr.
Cascade Ct.	Douglas St.
Casper Ct.	Trevino St.
Castle Pine Rd.	Spence Dr.
Castleford Rd.	Chapel Hill Dr.
Castleford Rd.	Lancashire Rd.
Castleford Rd.	Los Alamitos Rd.

ON	AT
Castleford Rd.	Melville Dr.
Castleford Rd.	Polo Pkwy.
Castlerock Ct.	Durango Dr.
Cattleman Dr.	Lone Star Ln.
Cattleman Dr.	Occidental Pkwy.
Cattleman Dr.	Randolph Ln.
Cedar Ave.	Cottonwood Ave.
Cedar Ave.	Main St.
Cedar Ave.	Tyler St.
Cedar Creek Rd.	Cooper Creek Dr.
Cedar Creek Rd.	Stonebridge Dr.
Cedar Spring Dr.	Devonian Dr.
Cedar Spring Dr.	Raymond Rd.
Centerview	Greenridge
Centerview	Windrift
Century Dr.	Comanche Dr.
Cerrillos Ave.	Baca St.
Cerrillos Ave.	Magellan St.
Cessna Dr.	Fannin Ave.
Cessna Dr.	Neely Ave.
Cessna Dr.	Sentinel Dr.
Cessna Dr.	Shell Ave.
Cessna Dr.	Stanolind Ave.
Chadwick Ct.	Ridgefield Ct
Champion Ave.	San Felipe Dr.
Chapel Hill Dr.	Bluebird Ln.
Chapel Hill Dr.	Faulkner Dr.
Chapel Hill Dr.	Keswick Rd.
Chaparral St.	Beachwood St.
Chaps Ln.	Avalon Dr.
Chaps Ln.	Longhorn Ln.
Charismatic Dr.	Alysheba Ln.
Charismatic Dr.	Secretariat St.
Chatham Ct.	Ward St.
Checotah	Choctaw
Checotah	Kanawha
Chelsea Pl.	Mayfield Pl.
Chelsea Pl.	Whitman Dr.
Cherokee Dr.	Eisenhower Dr.
Cherry Ln.	Carver St.
Cherry Ln.	Tilden St.
Cherry Ln.	Tyler St.
Cherrywood Dr.	Briarpath Dr.
Cherrywood Dr.	Lemonwood Dr.
Cherrywood Dr.	Northcrest Dr.
Cherrywood Ct.	Oriole Dr.
Chesley Ct.	Rustic Tr.
Chestnut Ave.	Carver St.
Chestnut Ave.	Tilden St.
Cheyenne St.	Alkan St.
Chickasaw	Pueblo

ON	AT
Chickasaw	Tejas
Choate Pl.	Trinity Dr.
Choctaw	Daybreak Way
Choctaw Ct.	Lumina Dr.
Choctaw	Navajo
Choctaw	Overshine Ln.
Choctaw	Pueblo
Chon Cv.	Lindora Way
Chuck Wagon	Big Bend Country
Cimmaron Ave.	Dengar Ave.
Cimmaron Ave.	Godfrey St.
Cimmaron Ave.	"I" St.
Cimmaron Ave.	Mogford St.
Cimmaron Ave.	Lanham St.
Cimmaron Ave.	Mark Ln.
Cimmaron Ave.	McDonald Dr.
Cimmaron Ave.	Racquet Club Dr.
Cimmaron Ave.	Rees Ln.
Cimmaron Ave.	Shandon Ave.
Cimmaron Ave.	Tarleton St.
Cimmaron Ave.	Ward St.
Cimmaron Ave.	Wedgewood St.
Cimmaron Ave.	Ward St.
Cimmaron Ave.	Whitney Dr.
Cindy Pl.	Wydewood Dr.
Cisco St.	Arapahoe Rd.
Claremont Dr.	Mark Ln.
Claremont Dr.	Tremont Ave.
Clarewood Dr.	Greenville Cir.
Clarewood Dr.	Wood Dr.
Clark St.	Brunson Ave.
Clark St.	Franklin Ave.
Clark St.	Kentucky Ave.
Clark St.	Washington Ave.
Clay St.	California Ave.
Clay St.	Indiana Ave.
Clay St.	Orchard Ln.
Clayton Ct.	Whittle Way
Cloud Ave.	Edwards St.
Cloudcroft Ct.	Mark Ln.
Club Dr.	Crest Dr.
Club Dr.	Nobles Ave.
Co. Rd. 1220 S.	Industrial Ave.
Co. Rd. 83	Co. Rd. 1162
Coliseum Ct.	Riverfront Dr.
College Ave.	Clark St.
College Ave.	"G" St.
College Ave.	Indiana Ave.
Collins Ave.	Johnston St.
Collins Ave.	McKenzie St.
Collins Ave.	Main St.

ON	AT
Collins Ave.	Pratt St.
Colony Rd.	Arlington Rd.
Colony Rd.	Bunker Hill Rd.
Colony Rd.	Founders Rd.
Colony Rd.	Victory Pkwy.
Colorado St.	Collins Ave.
Colorado St.	Cuthbert Ave.
Colorado St.	Dakota Ave.
Colorado St.	Francis Ave.
Colorado St.	Gist Ave.
Colorado St.	Hicks Ave.
Colorado St.	Kansas Ave.
Colorado St.	Louisiana Ave.
Colorado St.	Michigan Ave.
Colorado St.	Missouri Ave.
Colorado St.	New Jersey Ave.
Colorado St.	New York Ave.
Colorado St.	Pennsylvania Ave.
Colorado St.	Rhode Island Ave.
Colorado St.	Stokes Ave.
Colorado St.	Taylor Ave.
Colorado St.	Washington Ave.
Colt Ct.	Candlestick Dr.
Columbian Dr.	Canyon Dr.
Columbian Dr.	Howard Dr.
Columbian Dr.	Waverly Dr.
Comal Dr.	Navasota Dr.
Comiskey Ct.	Riverfront Dr.
Commerce Dr.	I-20 N. Frontage Rd.
Commerce Dr.	Industrial Ave.
Commonwealth Rd.	Arlington Rd.
Commonwealth Rd.	Victory Pkwy.
Community Ln.	“D” St.
Community Ln.	“H” St.
Community Ln.	“J” St.
Community Ln.	“N” St.
Compton Dr.	Haynes Ave.
Compton Dr.	Lehigh Dr.
Concho Dr.	Amistad Dr.
Concho Dr.	Mathis St.
Concho Dr.	Spence Dr.
Concord Ave.	Lanham St.
Connell St.	Carter Ave.
Connell St.	Collins Ave.
Connell St.	Dakota Ave.
Connell St.	Griffin Ave.
Connell St.	Industrial Ave.
Connell St.	New Jersey Ave.
Connell St.	Taylor Ave.
Conquistador Ct.	Cerrillos Ave.
Conroe Ct.	Rio Grande Dr.

ON	AT
Conroe St.	Canadian Ave.
Conroe St.	Lavaca Ave.
Conroe St.	Rio Grande Dr.
Constitution Way	Patriot Pkwy.
Constitution Way	Victory Pkwy.
Convair Ct. / Dr. (both intersections)	Stonebridge Dr.
Convair Dr.	Torrey Vista Dr.
Cooper Creek Rd.	Solomon Ln.
Cooperstone Ct.	Daybreak Way
Copper Sky Ct.	Daybreak Way
Copper Sky Ct.	Lumina Ct.
Copus St.	Pecan Ave.
Cord Dr.	Apperson Dr.
Corona	Costa Mesa
Coronado Ct.	Camino Reale
Corporate Dr.	Edwards St.
Corral Dr.	Buffalo Gap
Corral Dr.	Occidental Pkwy.
Corral Dr.	Yellow Rose Ct.
Corsair Ct.	Island Dr.
Costa Mesa Ln.	Escondido
Costa Mesa Ln.	Navasota Dr.
Costa Mesa Ln.	San Pedro
Cotton Flat Rd.	Industrial Ave.
Cotton Tail Ct.	Buffalo Gap
Cottonwood Ave.	Barber St.
Cottonwood Ave.	Edwards St.
Cottonwood Ave.	Golf Course Rd.
Cottonwood Ave.	Main St.
Country Club Dr.	“B” St.
Country Club Dr.	E. Broadway St.
Country Club Dr.	W. Broadway St.
Country Club Dr.	“D” St.
Country Club Dr.	Delmar St.
Country Club Dr.	“G” St.
Country Club Dr.	Idlewilde Dr.
Country Club Dr.	“L” St.
Country Club Dr.	Lanham St.
Country Club Dr.	Mogford St.
Country Club Dr.	“N” St.
Country Club Dr.	Ward St.
Country Club Dr.	Woodcrest Dr.
Courage Pl.	Founders Rd.
Courage Pl.	Victory Pkwy.
Courtney Ct.	Rustic Tr.
Cowboy Dr.	Lone Star Ln.
Cowden Ave.	Carver St.
Cowden Ave.	Dallas St.
Cowden Ave.	Edwards St.
Cowden Ave.	Jackson St.
Cowden Ave.	Main St.

ON	AT
Cranston Pl.	Crowley Blvd.
Crenshaw Dr.	Palmer Dr.
Crescent Dr.	Bentwood Dr.
Crescent Dr.	Dewberry Dr.
Crescent Dr.	Eisenhower Dr.
Crescent Dr.	Glenwood Dr.
Crest Dr.	Club Dr.
Crest Dr.	Ridglea Dr.
Crestdale St.	Crestgate Ave.
Crestdale St.	Crestwood Ave.
Crested Butte Ct.	Gunnison Dr.
Crestfield St.	Crestgate Ave.
Crestgate Ave.	Crestdale St.
Crestgate Ave.	Crestfield St.
Crestgate Ave.	Crestway Ln.
Crestgate Ave.	Gateway St.
Crestline Ave.	Crestway Ln.
Crestmont Dr.	Tremont Ave.
Crestmont Dr.	Whittle Way
Crestview Rd.	Delano Ave.
Crestview Rd.	Kansas Ave.
Crestview Rd.	Kessler Ave.
Crestview Rd.	Louisiana Ave.
Crestview Rd.	Mariana Ave.
Crestview Rd.	Michigan Ave.
Crestview Rd.	Ohio Ave.
Crestview Rd.	Roosevelt Ave.
Crestview Rd.	Storey Ave.
Crestview Rd.	Travis Ave.
Crestway Ln.	Crestgate Ave.
Crestwood Ave.	Crestfield St.
Crista Ln.	Bluebird Ln.
Crista Ln.	Caldera Blvd.
Crockett Ave.	Bentwood Dr.
Crockett Ave.	Edgewood Dr.
Crockett Ave.	Goliad Dr.
Crosley Ct.	Avalon Dr.
Crosley Ct.	Candlestick Dr.
Crowley Blvd.	Frio Dr.
Crowley Blvd.	Grassland Blvd.
Crowley Blvd.	Hereford Blvd.
Crowley Blvd.	Heritage Blvd.
Crowley Blvd.	Highland Blvd.
Crowley Blvd.	Rio Grande Ave.
Crowley Blvd.	Wadley Ave.
Crown Point Ct.	L'Enfant Ln.
Crystal Sky Ln.	Daybreak Way
Culross Ln.	Berkeley Trail
Culross Ln.	Oriole Dr.
Culver Dr.	Fannin Ave.
Culver Dr.	Neely Ave.

ON	AT
Culver Dr.	Sentinel Dr.
Cumberland Dr.	Neely Ave.
Cumberland Dr.	Ventura Ave.
Cunningham Dr.	Canyon Dr.
Cunningham Dr.	Holly Dr.
Cunningham Dr.	Howard Dr.
Cunningham Dr.	Waverly Dr.
Cuthbert Ave.	Carver St.
Cuthbert Ave.	Jackson St.
Cuthbert Ave.	Maberry St.
Cuthbert Ave.	Main St.
Cuthbert Ave.	Mogford St.
Cypress Ct.	Teakwood Trace
"D" St.	College Ave.
"D" St.	Cuthbert Ave.
"D" St.	Douglas Ave.
"D" St.	Golf Course Rd.
"D" St.	Harvard Ave.
"D" St.	Humble Ave.
"D" St.	Indiana Ave.
"D" St.	Louisiana Ave.
"D" St.	Michigan Ave.
"D" St.	Missouri Ave.
"D" St.	Neely Ave.
Dahlia Ave.	Avalon Dr.
Dahlia Ave.	Golden Gate Dr.
Daisy Rd.	Victory Pkwy.
Dakota Ave.	Atlanta St.
Dakota Ave.	Baird St.
Dakota Ave.	Dallas St.
Dakota Ave.	Fort Worth St.
Dakota Ave.	Goode St.
Dakota Ave.	Jefferson St.
Dakota Ave.	Johnston St.
Dakota Ave.	"L" St.
Dakota Ave.	Main St.
Dakota Ave.	Marshall St.
Dakota Ave.	Mineola St.
Dakota Ave.	Terrell St.
Dakota Ave.	Weatherford St.
Dallas St.	Cuthbert Ave.
Dallas St.	Garden Ln.
Dallas St.	Golf Course Rd.
Dallas St.	Hamby Ave.
Dallas St.	Hicks Ave.
Dallas St.	Indiana Ave.
Dallas St.	Kansas Ave.
Dallas St.	Kentucky Ave.
Dallas St.	Michigan Ave.
Dallas St.	New Jersey Ave.
Dallas St.	New York Ave.

ON	AT
Dallas St.	Louisiana Ave.
Dallas St.	Nobles Ave.
Dallas St.	Ohio Ave.
Dallas St.	Parker Ave.
Dallas St.	Pennsylvania Ave.
Dallas St.	Taylor Ave.
Dallas St.	Washington Ave.
Dalton Dr.	Lanham St.
Dalton Dr.	Noel Ave.
Dartmouth Dr.	Culpeper Dr.
Dartmouth Dr.	Lanham St.
Daventry Rd.	Castleford Rd.
Daventry Rd.	Lancashire Rd.
Davies Ct.	Brown Heart Ln.
Davis Ave.	Adams St.
Davis Ave.	Carver St.
Davis Ave.	Lamesa Rd.
Davis Ave.	Lee St.
Dawn Cir. (both intersections)	Haynes Ave.
Daybreak Way	Moroni St.
Daybreak Way	Ojibwa
Daybreak Way	Ridge View St.
Daybreak Way	Sunrise Way
Deauville Blvd.	Avalon Dr.
Deauville Blvd.	Loop 250 Southbound Frontage Rd.
Deauville Blvd.	Tradewinds Blvd.
Debbie Cv.	Fredna Pl.
Deeanna Ln.	Crowley Blvd.
Deeanna Ln.	Hereford Blvd.
Deer Run Ave.	Hilltop Dr.
Deer Run Ave.	Riverside Dr.
Delaney	Val Verde Dr.
Delano Ave.	E. Circle Dr.
Delano Ave.	Holly Dr.
Delano Ave.	Powell St.
Delano Ave.	Roosevelt Dr.
Delano Ave.	Tanner Dr.
Dellwood St.	Baumann Ave.
Dellwood St.	Kansas Ave.
Delmar Dr.	Leddy Dr.
Delmar Dr.	Cuthbert Ave.
Delmar Dr.(northbound only)	Lockheed Ave.
Delmar St.	Storey Ave.
Dengar Ave.	Barber St.
Dengar Ave.	Edwards St.
Dengar Ave.	“I” St.
Dengar Ave.	Lanham St.
Dengar Ave.	Loma Dr.
Dengar Ave.	Main St.
Dengar Ave.	Mark Ln.
Dengar Ave.	Neely Ave.

ON	AT
Dengar Ave.	Pecos St.
Dengar Ave.	Tarleton St.
Dengar Ave.	Ward St.
Dengar Ave.	Whitney Dr.
Dengar Ave.	Wydewood Dr.
Dentcrest Dr.	Tremont Ave.
Dentcrest Dr.	Whittle Way
Dentcrest Dr. (southern most intersection)	Whittle Way
Dentcrest Dr.	Wydewood Dr.
Denton St.	Bedford Ave.
Denton St.	Cuthbert Ave.
Denton St.	Douglas Ave.
Desert Rose Dr. (both intersections)	Stonebridge Dr.
Desert Rose Dr.	Torrey Vista Dr.
Desta Dr. (both intersections)	Smith Rd.
Devlin Pl.	Crowley Blvd.
Devonian Dr.	Cedar Spring Rd.
Devonian Dr.	Monty Dr.
Devonian Dr.	Raymond Rd.
Devonian Dr.	Tanner Dr.
Devonshire Ct.	Richmond Dr.
Dewberry Dr.	Leisure Dr.
Dogwood Ct.	Driftwood Dr.
Donald St.	Illinois Ave.
Donald St.	Wall St.
Donald St.	Willeys Ave.
Dora Pl.	Neely Ave.
Dormard Ave.	Boardwalk
Dormard Ave.	Edwards St.
Dormard Ave.	Loma Ave.
Dormard Ave.	Main St.
Dormard Ave.	Pecos St.
Dorsey Ave.	Loma Dr.
Dorsey Ave.	Pecos St.
Douglas Ave.	Alpine St.
Douglas Ave.	Austin St.
Douglas Ave.	“B” St.
Douglas Dr.	Boeing Dr.
Douglas Dr.	Cessna Dr.
Douglas Dr.	Culver Dr.
Douglas Ave.	“D” St.
Douglas Ave.	Delmar Ave.
Douglas Ave.	“H” St.
Douglas Ave.	“J” St.
Douglas Ave.	“L” St.
Douglas Ave.	McDonald St.
Douglas Ave.	“N” St.
Douglas Ave.	Northrup Dr.
Douglas Ave.	Tarleton St.
Douglas Ave.	Upland St.
Douglas Ave.	Ward St.

ON	AT
Douglas Ave.	Whitney Dr.
Douglas Ave.	Woodcrest Dr.
Dowdle Dr.	Neely Ave.
Dowdle Dr.	Ventura Ave.
Downing Ave.	Norwood St.
Downing Ave.	Stratton Dr.
Drexel Ct.	Heritage Blvd.
Dukes Dr.	Polo Pkwy.
Dunbar St.	Cuthbert Ave.
Dunbar St.	Willingham Dr.
Dunblane Dr.	Dumfries Rd.
Dunblane Dr.	Trobaugh Blvd.
Dunkirk St.	Downing Ave.
Dunkirk St.	Lehigh Dr.
Dunraven Ct.	Deer Run Ave.
Dupont Ct.	McPherson Ln.
Durant Dr.	Maxwell Dr.
Durant Dr.	Ward St.
Durant Dr.	Whitney Dr.
Dyer Cir.	Haynes Ave.
“E” St.	College Ave.
“E” St.	Indiana Ave.
“E” St.	Missouri Ave.
“E” St.	Washington Ave.
E. Broadway St.	Cuthbert Ave.
E. Broadway St.	Harvard Ave.
E. Broadway St.	Louisiana Ave.
E. Broadway St.	Michigan Ave.
E. Broadway St.	Storey Ave.
E. Circle Dr.	Delano Ave.
E. Industrial Loop	Industrial Ave.
Earhart Dr. (both intersections)	La Force Blvd.
Edgewood Dr.	Monty Dr.
Eastview Dr.	Bluebird Ln. (northbound)
Eastwood Dr.	Ric Dr.
Eastwood Dr.	Storey Ave.
Edgebrook Dr./Ct.	Rockwood Dr.
Edgebrook Dr./Pl.	Valwood Dr.
Edgemont Dr.	Tremont Ave.
Edgemont Dr.	Whittle Way
Edgewood Dr.	Cuthbert Ave.
Edgewood Dr.	Dewberry Dr.
Edgewood Dr.	Eisenhower Dr.
Edgewood Dr.	Glenwood Dr.
Edinburgh Dr.	Dumfries Rd.
Edinburgh Dr.	Trobaugh Blvd.
Edwards St.	Cedar Ave.
Edwards St.	Cuthbert Ave.
Edwards St.	Dormard Ave.
Edwards St.	Golf Course Rd.
Edwards St.	Mississippi Ave.

ON	AT
Edwards St.	Oak Ave.
Edwards St.	Parker Ave.
Edwards St.	Pecan Ave.
Edwards St.	Pine Ave.
Edwards St.	Shandon Ave.
Edwards St.	Spruce Ave.
Eisenhower Dr.	Anetta Dr.
Eisenhower Dr.	Comanche Dr.
Eisenhower Dr.	Edgewood Dr.
Eisenhower Dr.	Graceland Dr.
Elizabeth Ave.	Baldwin St.
Elizabeth Ave.	Carlton St.
Elizabeth Ave.	Clark St.
Elizabeth Ave.	Key St.
Elizabeth Ave.	Mann St.
Elk Ave.	"B" St.
Elm Ave.	Barber St.
Elm Ave.	Edwards St.
Elm Ave.	Main St.
Elma Dr.	Aspen Dr.
Elma Dr.	Whittle Way
Elma Dr.	Wydewood Dr.
Emerson Dr. / Ct.	Lanham St.
Emerson Dr.	Ward St.
Emerson Ln.	Ward St.
Emerson Pl.	Whitney Dr.
English Dr.	Benton St.
English Dr.	Golf Course Rd.
Erie Dr.	Devonian Dr.
Erie Dr.	Eisenhower Dr.
Erie Dr.	Graceland Dr.
Erie Dr.	Meadow Dr.
Escondido	Frio Dr.
Estes Ave.	Carver St.
Estes Ave.	Colorado St.
Estes Ave.	Dallas St.
Estes Ave.	Jackson St.
Estes Ave.	Main St.
Estes Ave.	Marienfeld St.
Estes Ave.	Pecos St.
Estes Ave.	Whitaker St.
Eugene Ave.	Marienfeld St.
Everglade Ave.	Lindora Way
Everglade Ave.	Wydewood Dr.
Evergreen Ave.	Avalon Dr.
Evergreen Ave.	Golden Gate Dr.
Executive Ct.	Island Dr.
Exeter Ave.	Ward St.
"F" St.	College Ave.
"F" St.	Cuthbert Ave.
"F" St.	Indiana Ave.

ON	AT
"F" St.	Kentucky Ave.
"F" St.	Louisiana Ave.
"F" St.	Michigan Ave.
"F" St.	Missouri Ave.
Fairbanks Dr.	Mark Ln.
Fairfax Ct.	Ward St.
Fairfield Ln.	Mayfield Pl.
Fairfield Ln.	Whitman Dr.
Fairgate Dr.	Mark Ln.
Fairgreen Ct.	Fairbanks Dr.
Fairgrounds Rd.	Mockingbird Ln.
Fairgrounds Service Rd.	Rattler Ln.
Fairhaven Ct.	Whittle Way
Fairmont Dr.	Anetta Dr.
Fairmont Dr.	Waverly Dr.
Fairview Ln.	Castleford Rd.
Fairview Ln.	Chapel Hill Dr.
Fairview Ln.	Keswick Rd.
Fairwood Dr./Ct.	Rockwood Dr.
Fairwood Dr./Pl.	Valwood Dr.
Falcon Pl.	Concho Dr.
Fall Creek	Sandstone Dr.
Fannin Ave.	Dengar Ave.
Fannin Ave.	Lanham St.
Fannin Ave.	Mark Ln.
Fannin Ave.	McDonald Dr.
Fannin Ave.	Mogford St.
Fannin Ave.	Rees Ln.
Fannin Ave.	Tarleton St.
Fannin Ave.	Ward St.
Fannin Ave.	Whitney Dr.
Fargo Ave.	Boulder Dr.
Fargo Ave.	Norwood St.
Fargo Ave.	Stillmeadow Dr.
Fasken Dr.	Anetta Dr.
Fern Ave.	Avalon Dr.
Fern Ave.	Golden Gate Dr.
Fieldcrest Ln.	Northfield Dr.
Fieldcrest Ln.	Woodhaven Dr.
Fielder St.	Crestgate Ave.
Fields Pl.	Keswick Rd.
Fiesta Ave.	Edwards St.
Fisher St.	Francis Ave.
Flare Ct.	Lanham St.
Flatland Ct.	Brush Dr.
Flicker Dr.	Sparhawk Dr.
Floyd Ct.	Trevino St.
Foggy Bottom Ct.	McPherson Ln.
Fort Worth St.	California Ave.
Fort Worth St.	Cuthbert Ave.
Fort Worth St.	Gist Ave. (northbound)

ON	AT
Fort Worth St.	Golf Course Rd.
Fort Worth St.	Hicks Ave.
Fort Worth St.	Indiana Ave.
Fort Worth St.	Kentucky Ave.
Fort Worth St.	Longview Ave. (northbound)
Fort Worth St.	Louisiana Ave.
Fort Worth St.	Michigan Ave.
Fort Worth St.	Mississippi Ave.
Fort Worth St.	New Jersey Ave.
Fort Worth St.	New York Ave.
Fort Worth St.	Parker Ave.
Fort Worth St.	Peck Ave. (southbound)
Fort Worth St.	Pennsylvania Ave.
Fort Worth St.	Stokes Ave. (northbound)
Fort Worth St.	Stokes Ave. (southbound)
Fort Worth St.	Summit Ave. (northbound)
Fort Worth St.	Summit Ave. (southbound)
Fort Worth St.	Taylor Ave.
Fort Worth St.	Washington Ave.
Fort Worth St.	Wolcott Ave. (northbound)
Fort Worth St.	Wolcott Ave. (southbound)
Fortitude Ct.	Patriot Pkwy.
Founders Rd.	Commonwealth Rd.
Founders Rd.	Patriot Pkwy.
Fox Hollow Ct.	Greenbriar Dr.
Foxboro Ct.	Meadowpark Dr.
Francis Ave.	Baird St.
Francis Ave.	Belmont St.
Francis Ave.	Camp Dr.
Francis Ave.	Colorado St.
Francis Ave.	Main St.
Franklin Ave.	Crestview Rd.
Franklin Ave.	E. Circle Dr.
Franklin Ave.	Kelly St.
Franklin Ave.	Powell St.
Franklin Ave.	Williams St.
Fredna Pl.	Dengar Ave.
Fredna Pl.	Neely Ave.
Freeport Ln.	Nassau Dr.
Freeport Ln.	Shell Ave.
Friar Tuck Ct.	Widener Strp.
Friendship	Brush
Fringewood Dr.	Homestead Blvd.
Frontier Dr.	Fannin Ave.
Frontier Dr.	Lanham St.
Frontier Dr.	Ward St.
Frontier Dr.	Whitney Dr.
“G” St.	Bedford Ave.
“G” St.	Community Ave.
“G” St.	Cuthbert Ave.
“G” St.	Douglas Ave.

ON	AT
"G" St.	Golf Course Rd.
"G" St.	Harvard Ave.
"G" St.	Industrial Ave.
"G" St.	Louisiana Ave.
"G" St.	Michigan Ave.
"G" St.	Missouri Ave.
Gallop Ct.	San Francisco Ave.
Garden Ln.	Dallas St.
Garden Ln.	Fairgrounds Rd.
Garden Ln.	Fort Worth St.
Garden Ln.	Terrell St.
Garden Ln.	Tilden St.
Garfield St.	Bluebird Ln.
Garfield St.	Carter Ave.
Garrett Dr.	Navasota Dr.
Gaston Dr.	Delano Ave.
Gaston Dr.	Godfrey St.
Gaston Dr.	Monty Dr.
Gaston Dr.	Raymond Rd.
Gateway St.	Caldera Blvd.
George Ave.	Marienfeld St.
George Ave.	Pecos St.
George Yard Ct. / Ln.	Deer Run Ave.
Geraldine St.	Gulf Ave.
Geraldine St.	Neely Ave.
Geraldine St.	Shell Ave.
Gist Ave.	E. Industrial Loop
Gist Ave.	Main St.
Gist Ave.	Terrell St.
Gladewood Dr.	Homestead Blvd.
Gladewood Dr.	Prairie Ridge Dr.
Gladiola Ave.	Avalon Dr.
Gladiola Ave.	Golden Gate Dr.
Glasgow Dr.	Dumfries Rd.
Glasgow Dr.	Trobaugh Blvd.
Glen Mist Dr.	Fringewood Dr.
Glen Mist Dr.	Gladewood Dr.
Gleneagles Ct.	Greenbriar Dr.
Gleneagles Dr.	Greenbriar Dr.
Gleneagles Dr.	Mark Ln.
Glenwood Dr.	Edgewood Dr.
Glenwood Dr.	Leisure Dr.
Goddard Dr. / Ct.	Lanham St.
Goddard Dr.	Ward St.
Goddard Pl.	Meadowbrook Dr.
Goddard Pl.	Whitney Dr.
Godfrey St.	Avondale Dr.
Godfrey Ct.	Godfrey St.
Godfrey St.	Cuthbert Ave.
Godfrey St.	Douglas Ave.
Godfrey St.	Haynes Ave.

ON	AT
Godfrey St.	Louisiana Ave.
Godfrey St.	Neely Ave.
Godfrey St.	Northfield Dr.
Godfrey St.	Roosevelt Ave.
Godfrey St.	Shandon Ave.
Godfrey St.	St. Andrews Dr.
Godfrey St.	Tanner Dr.
Golden Gate Dr.	Briarwood Ave.
Golf Course Rd.	Elkins Rd.
Golf Course Rd.	Main St.
Golf Course Rd.(westbound)	Scharbauer Dr.
Goliad Dr.	Crockett Ave.
Goliad Dr.	Cuthbert Ave.
Goliad Dr.	Ric Dr.
Goode St.	Carter Ave.
Goode St.	Francis Ave.
Goode St.	Montgomery Ave.
Gossett St.	Indiana Ave.
Gossett St.	Missouri Ave.
Graceland Dr.	Beal Pkwy.
Graceland Dr.	Bentwood Dr.
Graceland Dr.	Eisenhower Dr.
Graham Dr.	Palmer Dr.
Grainger Rd.	Cedar Creek Rd.
Grainger Rd.	Milltown Rd.
Grainger Rd.	Porterfield Rd.
Grassland Blvd.	Crowley Blvd.
Grassland Blvd.	W. Heritage Blvd.
Greathouse Ave.	Brown Heart Ln.
Greathouse Ave.	Hilltop Dr.
Greathouse Ave.	Mathis St.
Greathouse Ave.	Spence Dr.
Greenbriar Ave.	Hyde Park Ave.
Greenbriar Dr.	Radcliff Ct.
Greenbriar Dr.	Springfield Ct.
Greenbriar Dr.	St. Andrews Dr.
Greenridge	Heritage Blvd.
Greenville Dr.	Valwood Dr.
Griffin Ave.	Colorado St.
Griffin Ave.	Dallas St.
Griffin Ave.	Fort Worth St.
Griffin Ave.	Goode St.
Griffin Ave.	Johnston St.
Griffin Ave.	Main St.
Griffin Ave.	Terrell St.
Griffin Ave.	Weatherford St.
Griffith Ct. / Dr.	Candlestick Dr. / Nolan Ryan Dr.
Griffith Dr.	Deauville Blvd.
Guadalupe St.	Frio Dr.
Guadalupe St.	Los Patios Dr.
Guadalupe St.	Rio Grande Ave.

ON	AT
Guadalupe St.	San Saba Ct.
Gulf Ave.	Cessna Dr.
Gulf Ave.	Culver Dr.
Gulf Ave.	“D” St.
Gulf Ave.	Godfrey St.
Gulf Ave.	Hughes St.
Gulf Ave.	Huntington St.
Gulf Ave.	“I” St.
Gulf Ave.	“L” St.
Gulf Ave.	Lanham St.
Gulf Ave.	McDonald Dr.
Gulf Ave.	Mark Ln.
Gulf Ave.	Mogford St.
Gulf Ave.	“N” St.
Gulf Ave.	Northrup Dr.
Gulf Ave.	Tarleton Dr.
Gulf Ave.	Ward St.
Gulf Ave.	Whitney Dr.
Gulf Ave.	Winfield Rd.
“H” St.	Bedford Dr.
“H” St.	College Ave.
“H” St.	Golf Course Rd.
“H” St.	Humble Ave.
“H” St.	Indiana Ave.
“H” St.	Michigan Ave.
“H” St.	Missouri Ave.
“H” St.	Neely Ave.
“H” St.	Ohio Ave.
“H” St.	Princeton Ave.
“H” St.	Tennessee Ave.
“H” St.	Washington Ave.
Hackberry Ct.	Teakwood Trace
Hagen Ct.	Beal Pkwy.
Half Moon Cir.	Riverside Dr.
Hall of Fame Blvd.	Arlington Rd.
Hall of Fame Blvd.	Avalon Dr.
Hall of Fame Blvd.	Riverfront Dr. / Shea Ln.
Hall of Fame Blvd.	Victory Pkwy.
Hamby Ave.	Carver St.
Hamby Ave.	Edwards St.
Hamby Ave.	Ft. Worth St.
Hamby Ave.	Jackson St.
Hamby Ave.	Main St.
Hamby Ave.	Marienfeld St.
Hamby Ave.	Tyler St.
Harlowe Dr.	Devonian Dr.
Harlowe Dr.	Mercedes Dr.
Harlowe Dr.	Monty Dr.
Harmony Dr.	Baumann Ave.
Harmony Dr.	Kansas Ave.
Harrier Dr.	Beachwood St.

ON	AT
Hart Ave.	Main St.
Hart Ave.	Marienfeld St.
Harvard Ave.	Cessna Dr.
Harvard Ave.	"D" St.
Harvard Ave.	Delmar St.
Harvard Ave.	"H" St.
Harvard Ave.	Idlewilde Dr.
Harvard Ave.	"L" St.
Harvard Ave.	Lanham St.
Harvard Ave.	Maberry St.
Harvard Ave.	"N" St.
Harvard Ave.	Whitney Dr.
Harvard Ave.	Woodcrest Dr.
Harvest Rain Ct.	Moroni St.
Harvest Rain St.	Ojibwa St.
Harvest Rain St.	Ridge View St.
Harvest Rain St.	Valley View St.
Hathaway Ct.	Heritage Blvd.
Haynes Ave.	Godfrey St.
Haynes Ave.	Lanham St.
Haynes Ave.	Norwood St.
Haynes Ave.	Skyline Dr.
Haynes Ave.	Ward St.
Haynes Dr.	Ward St.
Haynes Dr.	Whitney Dr.
Haywood Dr.	Prairie Ridge Dr.
Heartland Ave.	Hereford Blvd.
Heartland Ave./Ct.	Heritage Blvd.
Heather Rd.	Castleford Rd. (both intersections)
Henderson St.	Rochester St.
Hereford Blvd.	Crowley Blvd.
Hereford Blvd.	Grassland Blvd.
Heritage Blvd.	Crowley Blvd.
Heritage Blvd.	Grassland Blvd.
Heritage Blvd.	Heartland Ave./Ct.
Heritage Blvd.	Highland Blvd.
Heritage Oak Dr.	Frio Dr.
Hernandez Ave.	Holdridge Rd.
Hickory Ave.	Benton St.
Hickory Ave.	Edwards St.
Hickory Ave.	Lincoln St.
Hickory Ave.	Tyler St.
Hicks Ave.	Camp St.
Hicks Ave.	Jefferson St.
Hicks Ave.	Johnston St.
Hicks Ave.	Main St.
Hicks Ave.	Moran St.
Hicks Ave.	Terrell St.
Highland Blvd.	Heritage Blvd.
Highsky Dr.	Hyde Park Ave.
Hill Ave.	Crestview Rd.

ON	AT
Hill Ave.	Holly Dr.
Hillcrest Ct.	Hereford Pl.
Hillcrest Ct.	Heritage Blvd.
Hillsboro Ct.	Meadowpark Dr.
Hilltop Dr.	Oriole Dr.
Hilltop Dr.	Riverside Dr.
Hodges St.	Community Ln.
Hodges St.	Neely Ave.
Hogan Ct.	Trevino St.
Hollandale Dr.	Carver St.
Hollandale Dr.	Parkway Dr.
Hollie Brook Pl.	Fairfield Ln.
Holloway Ave.	Clark St.
Holloway Ave.	“G” St.
Holloway Ave.	“H” St.
Holloway Ave.	Indiana Ave.
Holly Dr.	Raymond Rd.
Holly Dr.	Travis Ave.
Holmsley St.	Marienfeld St.
Holmsley St.	Pecos St.
Homeland Ct. / Dr.	Homestead Blvd.
Homestead Blvd.	Hereford Blvd.
Homestead Ct.	Homestead Blvd.
Honeysuckle Ln.	Corral Dr.
Honeysuckle Ln.	Lone Star Ln.
Hopi Ct.	Washita
Houston Ave.	Lee St.
Houston Ave.	Madison St.
Houston Ave.	Tyler St.
Howard Dr.(both intersections)	Raymond Rd.
Hoya Dr.	Rainbow Rd.
Hoya Dr.	Sunshine Pkwy.
Hudson Ave.	Pecan Ave.
Hughes St.	Fannin Ave.
Hughes St.	Neely Ave.
Humble Ave.	Cessna Dr.
Humble Ave.	Godfrey St.
Humble Ave.	Huntington St.
Humble Ave.	“I” St.
Humble Ave.	“L” St.
Humble Ave.	Lanham St.
Humble Ave.	Main St.
Humble Ave.	Mark Ln.
Humble Ave.	McDonald St.
Humble Ave.	“N” St.
Humble Ave.	Tarleton St.
Humble Ave.	Upland St.
Humble Ave.	Western Dr.
Huntington St.	Neely Ave.
Husk St.	Carriage Rd.
Husk St.	Ranch Ave.

ON	AT
Hyde Park Ave.	Ferncliff Ave.
Hyde Park Ave.	Godfrey St.
Hyde Park Ave.	Greenbriar Dr.
Hyde Park Ave.	Tarleton St.
“I” St.	Cimmaron Ave.
“I” St.	College Ave.
“I” St.	Golf Course Rd.
“I” St.	Holloway Ave.
“I” St.	Indiana Ave.
“I” St.	Kentucky Ave.
“I” St.	Missouri Ave.
“I” St.	Neely Ave.
“I” St.	Washington Ave.
I-20 N. Frontage Rd.	Midkiff Rd.
I-20 S. Frontage Rd.	Midkiff Rd.
Idlewilde Dr.	Cuthbert Ave.
Idlewilde Dr.	Preston Dr.
Idlewilde Dr.	Ric Dr.
Idlewilde Dr.	Storey Ave.
Idlewilde Dr.	Sunshine Pkwy.
Illinois Ave.	Carver St.
Illinois Ave.	Lee St.
Illinois Ave.	Terrell St.
Illinois Ave.	Thomason Dr.
Imperial Ave.	Cimmaron Ave.
Imperial Ave.	Godfrey St.
Imperial Ave.	Tarlton St.
Independence	Chuck Wagon
Indiana Ave.	Carlton St.
Indiana Ave.	Carver St.
Indiana Ave.	“G” St.
Indiana Ave.	“L” St.
Indiana Ave.	Lee St.
Indiana Ave.	Marienfeld St.
Indigo Sky Ct.	Daybreak Way
Industrial Ave.	Carver St.
Industrial Ave.	Lee St.
Industrial Ave.	Main St.
Industrial Ave.	Marienfeld St.
Inwood Ct.	Ward St.
Iron Rd.	Ranch Ave.
Ironwood Dr.	Homestead Blvd.
Ironwood Dr.	Mosswood Dr.
Irwin Ct.	Crenshaw Dr.
Island Dr.	Greentree Blvd.
Island Dr.	Island Cir./Dr.
Island Dr. (northbound)	Island Cir./Dr.
Island Dr.	Rustic Tr.
“J” St.	College Ave.
“J” St.	Community Ave.
“J” St.	Golf Course Rd.

ON	AT
"J" St.	Harvard Ave.
"J" St.	Holloway Ave.
"J" St.	Kentucky Ave.
"J" St.	Missouri Ave.
"J" St.	Washington Ave.
Jackson St.	Cherry Ln.
Jackson St.	Chestnut Ave.
Jackson St.	Cuthbert Ave.
Jackson St.	Garden Ln.
Jackson St.	Golf Course Rd.
Jackson St.	Illinois Ave.
Jackson St.	Indiana Ave.
Jackson St.	Jax Ave.
Jackson St.	Kentucky Ave.
Jackson St.	New York Ave.
Jackson St.	Nobles Ave.
Jackson St.	Parker Ave.
Jackson St.	Pennsylvania Ave.
Jackson St.	Texas Ave.
Jackson St.	Wall St.
Jackson St.	Walnut Ln.
Jackson St.	Washington Ave.
Jacotte Cir. (both intersections)	Golf Course Rd.
Jadewood Dr.	Homestead Blvd.
Jamestown St.	Arlington Rd.
Jamestown St.	Bunker Hill Rd.
Jax Ave.	Carver St.
Jax Ave.	Fort Worth St.
Jax Ave.	Main St.
Jax Ave.	Marienfeld St.
Jax Ave.	Terrell St.
Jax Ave.	Tilden St.
Jefferson St.	California Ave.
Jefferson St.	Gist Ave.
Jefferson St.	Indiana Ave.
Jefferson St.	Kentucky Ave.
Jefferson St.	New Jersey Ave.
Jefferson St.	New York Ave.
Jefferson St.	Pennsylvania Ave.
Jefferson St.	Wall St.
Jefferson St.	Washington Ave.
Jesse St.	Illinois Ave.
Jesse St.	Texas Ave.
Jesse St.	Wall St.
Johnston St.	Carter Ave.
Johnston St.	Francis Ave.
Johnston St.	Industrial Ave.
Johnston St.	Montgomery Ave.
Jordan Ave.	Godfrey Ct.
Jordan Ave.	Wedgewood St.
Joy Dr.	Bentwood Dr.

ON	AT
July Fourth Rd.	Colony Rd.
July Fourth Rd.	Vanguard Rd.
July Fourth Rd.	Victory Pkwy.
Juniper Ct.	Teakwood Trace
“K” St.	Carter Ave.
“K” St.	College Ave.
“K” St.	Community Ln.
“K” St.	Cuthbert Ave.
“K” St.	Francis Ave.
“K” St.	Golf Course Rd.
“K” St.	Griffin Ave.
“K” St.	Holloway Ave.
“K” St.	Industrial Ave.
“K” St.	Missouri Ave.
“K” St.	Washington Ave.
Kanawha	Navajo
Kanawha	Pueblo
Kansas Ave.	Alpine St.
Kansas Ave.	Baird St.
Kansas Ave.	E. Broadway
Kansas Ave.	“C” St.
Kansas Ave.	Carrizo St.
Kansas Ave.	“D” St.
Kansas Ave.	Delmar St.
Kansas Ave.	“F” St.
Kansas Ave.	Fort Worth St.
Kansas Ave.	“G” St.
Kansas Ave.	Godfrey St.
Kansas Ave.	McDonald St.
Kansas Ave.	Main St.
Kansas Ave.	Marienfeld St.
Kansas Ave.	Pecos St.
Kansas Ave.	Terrell St.
Kansas Ave.	W. Broadway
Keith St.	Cowden Ave.
Keith St.	Eugene Ave.
Keith St.	George Ave.
Keith St.	Hamby Ave.
Keith St.	Hart Ave.
Keith St.	Humble Ave.
Keith St.	Jax Ave.
Keith St.	Nobles Ave.
Keith St.	Parker Ave.
Kelly St.	Travis Ave.
Kensington Ln.	Polo Pkwy.
Kent St.	Kansas Ave.
Kent St.	Louisiana Ave.
Kent St.	Michigan Ave.
Kentucky Ave.	“B” St.
Kentucky Ave.	Bankhead Hwy.
Kentucky Ave.	Benton St.

ON	AT
Kentucky Ave.	"C" St.
Kentucky Ave.	Carver St.
Kentucky Ave.	Clark St.
Kentucky Ave.	Clay St.
Kentucky Ave.	"D" St.
Kentucky Ave.	"E" St.
Kentucky Ave.	"G" St.
Kentucky Ave.	"H" St.
Kentucky Ave.	"K" St.
Kentucky Ave.	Lamesa Rd.
Kentucky Ave.	Lee St.
Kentucky Ave.	Lincoln St.
Kentucky Ave.	Main St.
Kentucky Ave.	Marienfeld St.
Kentucky Ave.	Pecos St.
Kentucky Ave.	Stonewall St.
Kentucky Ave.	Tilden St.
Kentucky Ave.	Tyler St.
Kentucky Ave.	Webster St.
Keri Ct.	Noel Ave.
Kerth St.	Ohio Ave.
Kessler Ave.	Crestview Rd.
Kessler Ave.	Powell St.
Keswick Rd.	Melville Dr.
Key St.	Brunson Ave.
Key St.	Kentucky Ave.
Key St.	Washington Ave.
Keystone Ct.	Gunnison Dr.
Killdeer Ct.	Beachwood St.
Kilyn Ct.	Beal Pkwy.
Kimbrough St.	Delano Ave.
King Kelly Ct.	Mac Dr.
King Richards Row	Oriole Dr.
Kingsboro Ct. (both intersections)	Meadowpark Dr.
Kingston Dr.	Southampton Ln.
Kingwood Ct.	Valwood Dr.
Kiowa Dr.	Eisenhower Dr.
Kirkwood Dr.	Homeland Dr.
Knights Pl.	Castleford Rd.
"L" St.	Bedford Dr.
"L" St.	Carter Ave.
"L" St.	Cimmaron Ave.
"L" St.	College Ave.
"L" St.	Community Ave.
"L" St.	Cuthbert Ave.
"L" St.	Holloway Ave.
"L" St.	Humble Ave.
"L" St.	Kentucky Ave.
"L" St.	Louisiana Ave.
"L" St.	Michigan Ave.
"L" St.	Missouri Ave.

ON	AT
"L" St.	Neely Ave.
"L" St.	Shell Ave.
"L" St.	Sinclair Ave.
"L" St.	Stanolind Ave.
"L" St.	Warwick Pl.
"L" St.	Washington Ave.
La Force Blvd.	Sloan Field Blvd.
La Jolla Cv.	Guadalupe St.
La Salle Cir.	Mark Ln.
Lady Bird Ln.	Partridge St.
Laguna Meadows Tr.	Madrone Ave.
Laguna Meadows Tr.	San Felipe Dr.
Lamesa Rd.	Indiana Ave.
Lampasas Dr.	Heritage Oaks Dr.
Lancashire Rd.	Castleford Rd.
Lancashire Rd.	Polo Parkway
Landon Ct.	Blake Dr.
Lanham St.	Ainslee St.
Lanham St.	Cimmaron Ave.
Lanham St.	Cuthbert Ave.
Lanham St.	Dartmouth Dr.
Lanham St.	Fannin Ave.
Lanham St.	Haynes Ave.
Lanham St.	Kansas Ave.
Lanham St.	Louisiana Ave.
Lanham St.	Maxwell Dr.
Lanham St.	Neely Ave.
Lanham St.	Princeton Ave.
Lanham St.	Shandon Ave.
Lanham St.	Shell Ave.
Lanham St.	Storey Ave.
Lanham St.	Ward St.
Laughlin Ct.	Corral Dr.
Laura Dr.	Bentwood Dr.
Laura Dr.	Edgewood Dr.
Laura Dr.	Goliad Dr.
Lavaca Ave.	Conroe St.
Lavaca Ave.	Spence Dr.
Lawson Ave.	"H" St.
League Dr.	Crowley Blvd.
Learmont Dr.	Chapel Hill Dr.
Learmont Dr.	Keswick Rd.
Leatherwood Dr.	Honeysuckle Ln.
Leddy Dr.	Cedar Spring Dr.
Leddy Dr.	Edgewood Dr.
Leddy Dr.	Harlowe Dr.
Leddy Dr.	Mercedes Dr.
Lee St.	California Ave.
Lee St.	Garden Ln.
Lee St.	New York Ave.
Lee St.	South Ln.

ON	AT
Lee St.	Walnut Ln.
Legends Blvd.	Wagner St./Dr.
Lehigh Dr.	Norwood St.
Leisure Dr.	Beal Pkwy.
Leisure Dr.	Bentwood Dr.
Leisure Dr.	Eisenhower Dr.
Leisure Dr.	Tradewinds Blvd.
Lennox Dr.	Fargo Ave.
Lennox Dr.	Westminster Dr.
Lexington St.	Concord Ave.
Liberty Ct.	Beal Pkwy.
Liberty Dr.	Starboard Dr.
Liddon Ave.	Bryant St.
Liddon Ave.	Keith St.
Liddon Ave.	Marienfeld St.
Lincoln St.	California Ave.
Lincoln St.	Cherry Ln.
Lincoln St.	Garden Ln.
Lincoln St.	Illinois Ave.
Lincoln St.	Indiana Ave.
Lincoln St.	New York Ave.
Lincoln St.	Oak Ave.
Lincoln St.	Orchard Ln.
Lincoln St.	Pecan Ave.
Lincoln St.	Pennsylvania Ave.
Lincoln St.	Pine Ave.
Lincoln St.	Texas Ave.
Lincoln St.	Wall St.
Lincoln St.	Washington Ave.
Lincoln St.	Willeys Ave.
Lincoln Green Ct.	Widener Strp.
Lindbergh Dr.	Banks Dr.
Lindbergh Dr.	Windecker St.
Lindbergh Dr.	Wright Dr.
Lindora Way	Sinclair Ave.
Lindora Way	Sunshine Pkwy.
Little John Ln.	Sherwood Dr.
Livingston St.	Rio Grande Ave.
Llano Ct.	Barton Creek Rd.
Llano Ct.	Crowley Blvd.
Llano Ct.	Frio Dr.
Llano Ct.	Los Patios Dr.
Llano Ct.	Rio Grande Ave.
Lockheed Dr.	Ainslee St.
Lockheed Ave.	Alpine St.
Lockheed Dr.	Boeing Dr.
Lockheed Dr.	Cessna Dr.
Lockheed Dr.	Culver Dr.
Lockheed Ave.	Denton St.
Lockheed Dr.	Lanham St.
Lockheed Dr.	Murray St.

ON	AT
Lockheed Dr.	Northrup Dr.
Lockheed Dr.	Sparks St.
Lockheed Dr.	Ward St.
Lockheed Dr.	Whitney Dr.
Locksley Ct.	Yorkshire Dr.
Logan Ct.	Beal Pkwy.
Logan Creek Rd.	Cooper Creek Rd.
Logan Creek Rd.	Stonebridge Dr.
Loma Dr.	Alta Ave.
Loma Dr.	Neely Ave.
Loma Dr.	Pecan Ave.
Loma Vista St.	Orchard Ln.
London Ct.	Yorkshire Dr.
Lone Oak	Peregrine Hill
Lone Oak	Sherwood Dr.
Lone Star Ln.	Buffalo Gap
Lone Star Ln.	Occidental Pkwy.
Longhorn Ln.	Montero Ln.
Longview Ave.	Baird St. (eastbound)
Longview Ave.	Baird St. (westbound)
Longview Ave.	Terrell St. (eastbound)
Loop 250 E. Frontage Rd.	Industrial Ave.
Loraine St.	California Ave.
Loraine St.	Collins Ave.
Loraine St.	Cowden Ave.
Loraine St.	Cuthbert Ave.
Loraine St.	Dakota Ave.
Loraine St.	Francis Ave.
Loraine St.	Gist Ave.
Loraine St.	Griffin Ave.
Loraine St.	Hamby Ave.
Loraine St.	Hicks Ave.
Loraine St.	Jax Ave.
Loraine St.	Kansas Ave.
Loraine St.	Louisiana Ave.
Loraine St.	Michigan Ave.
Loraine St.	Missouri Ave.
Loraine St.	New Jersey Ave.
Loraine St.	New York Ave.
Loraine St.	Pennsylvania Ave.
Loraine St.	Texas Ave.
Loraine St.	Wall St.
Loraine St.	Washington Ave.
Los Alamitos Dr.	Lancashire Rd.
Los Alamitos Ct.	Los Alamitos Dr.
Los Conchos Ln.	Avalon Dr.
Los Padres Dr.	Carmel Ct.
Los Padres Dr.	Los Patios Dr.
Los Patios Dr.	Crowley Blvd.
Los Patios Dr.	Holiday Hill Rd.
Louisiana Ave.	Alpine St.

ON	AT
Louisiana Ave.	Delmar St.
Louisiana Ave.	Lamesa Rd.
Louisiana Ave.	Main St.
Louisiana Ave.	McDonald Dr.
Lumina Dr.	Sunrise Way
Lynn Ave.	Carver St.
Lynn Ave.	Cottonwood Ave.
Lynn Ave.	Jackson St.
Lynn Ave.	Tyler St.
"M" St.	Brunson Ave.
"M" St.	College Ave.
"M" St.	Holloway Ave.
"M" St.	Indiana Ave.
"M" St.	Kentucky Ave.
"M" St.	Louisiana Ave.
"M" St.	Michigan Ave.
"M" St.	Missouri Ave.
"M" St.	Ohio Ave.
"M" St.	Washington Ave.
Maberry St.	Cimmaron Ave.
Maberry St.	Country Club Dr.
Maberry St.	Cuthbert Ave.
Maberry St.	Fannin Ave.
Maberry St.	Frontier Dr.
Maberry St.	Kansas Ave.
Maberry St.	Neely Ave.
Maberry St.	Sinclair Ave.
Maberry St.	Storey Ave.
Mac Dr.	Mile High Ln.
Mac Dr.	Spahn St.
Madison St.	California Ave.
Madison St.	Garden Ln.
Madison St.	Illinois Ave.
Madison St.	Indiana Ave.
Madison St.	Industrial Ave.
Madison St.	Kentucky Ave.
Madison St.	New York Ave.
Madison St.	South Ln.
Madison St.	Wall St.
Madison St.	Walnut Ln.
Madrone Ave.	Pavilion Pkwy.
Madrone Ave.	Stonebridge Dr.
Magnolia Ave.	Benton St.
Magnolia Ave.	Butternut Ln.
Magnolia Ave.	Edwards St.
Magnolia Ave.	Lincoln St.
Magnolia Ave.	Peterson St.
Maid Marian Ct.	Sherwood Dr.
Main St.	Cuthbert Ave.
Main St.	Gist Ave.
Main St.	Golf Course Rd.

ON	AT
Main St.	Scharbauer Dr.
MaMar Ave.	Cessna Dr.
Mann St.	Kentucky Ave.
Manor Ct.	Douglas Dr.
Manor St.	Cuthbert Ave.
Manor St.	Douglas Dr.
Manor St.	Storey Ave.
Maple Ave.	Benton St.
Maple Ave.	Butternut Ln.
Maple Ave.	Edwards St.
Maple Ave.	Lincoln St.
Maple Ave.	Peterson St.
Maple Ave.	Tyler St.
Marantha Pl.	Dengar Ave.
Mariana Ave.	Michigan Ave.
Mariana Ave.	Ohio Ave.
Mariana Ave.	Powell St.
Mariana Ave.	Roosevelt Ave.
Marienfeld St.	Carter Ave.
Marienfeld St.	Cowden Ave.
Marienfeld St.	Cuthbert Ave.
Marienfeld St.	Dakota Ave.
Marienfeld St.	Louisiana Ave.
Marienfeld St.	Michigan Ave.
Marienfeld St.	Missouri Ave.
Marienfeld St.	Nobles Ave.
Marienfeld St.	Ohio Ave.
Marienfeld St.	Parker Ave.
Mark Ln.	Dengar Ave.
Mark Ln.	Neely Ave.
Mark Ln.	Sinclair Ave.
Mark Ln.	St. Andrews Dr.
Mark Ln.	Whittle Way
Market St.	I-20 N. Frontage Rd.
Market St.	Industrial Ave.
Marmon Dr.	Maxwell Dr.
Marmon Dr.	Ward St.
Marmon Dr.	Whitney Dr.
Marshall St.	California Ave.
Marshall St.	Gist Ave.
Marshall St.	Hicks Ave.
Marshall St.	Indiana Ave.
Marshall St.	Kentucky Ave.
Marshall St.	New York Ave.
Marshall St.	Pennsylvania Ave.
Marshall St.	Texas Ave.
Marshall St.	Wall St.
Marshall St.	Washington Ave.
Mathis St.	Briarwood Ave.
Mathis St.	Canadian Ave.
Mathis St.	Spence Dr.

ON	AT
Maverick Ln.	Cattleman Dr.
Maverick Ln.	Cowboy Dr.
Maxwell Dr.	Lanham St.
Maxwell Dr.	Ward St.
Maxwell Dr.	Whitney Dr.
Mayfield Pl.	Mockingbird Ln.
McClintic St.	Community Ave.
McClintic St.	Neely Ave.
McClintic St.	Southgate St.
McDonald Dr.	Bedford Ave.
McDonald Dr.	Cedar Spring Dr.
McDonald Dr.	Cimmaron Ave.
McDonald Dr.	Cuthbert Ave.
McDonald Dr.	Gulf Ave.
McDonald Dr.	Neely Ave.
McDonald Dr.	Ohio Ave.
McDonald Dr.	Kansas Ave.
McDonald Dr.	Shell Ave.
McDonald Dr.	Spraberry Dr.
McDonald Dr.	Tanner Dr.
McDonald St.	Greenbriar Dr.
McGarvey St.	Kentucky Ave.
McKenzie St.	Carter Ave.
McKenzie St.	Francis Ave.
McKenzie St.	Griffin St.
McKenzie St.	Montgomery Ave.
McKenzie St.	New Jersey Ave.
McKenzie St.	Taylor Ave.
McPherson Ln.	Bunker Hill Rd.
McPherson Ln.	Musket Dr.
Meadow Dr.	Anetta Dr.
Meadow Dr.	Brookdale Dr.
Meadow Dr.	Comanche Dr.
Meadow Dr.	Erie Dr.
Meadow Dr.	Graceland Dr.
Meadow Dr.	Parkdale Dr.
Meadow Dr.	Pasadena Dr.
Meadow Dr.	Pleasant Dr.
Meadowbrook Dr.	Moss Ave.
Meadowlark Ln.	Oriole Dr.
Meadowridge Ln.	Arroyo Dr.
Meadowridge Ln.	Skyline Dr.
Meadowwood Ct.	Spring Meadow Ct.
Medina Dr.	Barton Creek Rd.
Medina Dr.	Sabine Dr.
Megan Ct.	Garrett Dr.
Mel Ott Ln.	Mile High Ln.
Mel Ott Ln.	Spahn St.
Melville Dr.	Bluebird Ln.
Melville Dr.	Faulkner Dr.
Memorial Ct.	Riverfront Dr.

ON	AT
Mercedes Dr.	Devonian Dr.
Mercedes Dr.	Eisenhower Dr.
Meredith Pl.	Concho Dr.
Merrill Dr.	Norwood St.
Merrill Dr. / Ct.	Stratton Dr.
Mesa Dr.	Storey Ave.
Mesquite Ln.	Jackson St.
Mesquite Ln.	Lee St.
Mesquite Ln.	Lincoln St.
Mesquite Ln.	Tyler St.
Metz Ct.	Ward St.
Metz Dr.	Ward St.
Metz Dr.	Whitney Dr.
Metz Pl.	Lanham St.
Michigan Ave.	Alpine St.
Michigan Ave.	Delmar St.
Michigan Ave.	Godfrey St.
Michigan Ave.	Kent St.
Michigan Ave.	Lamesa Rd.
Michigan Ave.	Main St.
Michigan Ave.	McDonald St.
Michigan Ave.	Powell St.
Michigan Ave.	Terrell St.
Midkiff Rd.	Bluebird Ln.
Midkiff Rd.	I-20 N. Frontage Rd.
Midkiff Rd.	I-20 S. Frontage Rd.
Midkiff Rd.	Mockingbird Ln.
Midland Dr.	U.S. 80 Service Rd.
Mile High Ln.	Wagner Dr.
Miller Dr.	Crenshaw Dr.
Miller Dr./Ct.	Trevino St.
Milltown Rd.	Cooper Creek Rd.
Milltown Rd.	Stonebridge Dr.
Mimosa Ct.	Rosewood Dr.
Mineola St.	California Ave.
Mineola St.	Gist Ave.
Mineola St.	Hicks Ave.
Mineola St.	Indiana Ave.
Mineola St.	Kentucky Ave.
Mineola St.	New Jersey Ave.
Mineola St.	New York Ave.
Mineola St.	Pennsylvania Ave.
Mineola St.	Texas Ave.
Mineola St.	Wall St.
Mineola St.	Washington Ave.
Minuteman Rd.	Anthem Rd.
Mission Ct.	Godfrey St.
Mississippi Ave.	Baird St.
Mississippi Ave.	Dallas St.
Mississippi Ave.	Terrell St.
Missouri Ave.	“A” St.

ON	AT
Missouri Ave.	Carver St.
Missouri Ave.	Colorado St.
Missouri Ave.	"G" St.
Missouri Ave.	Jefferson St.
Missouri Ave.	Lee St.
Missouri Ave.	Loraine St.
Missouri Ave.	Madison St.
Missouri Ave.	Main St.
Missouri Ave.	Marienfeld St.
Missouri Ave.	Marshall St.
Missouri Ave.	Mineola St.
Mitchell St.	Delano Ave.
Mitchell St.	Franklin Ave.
Mockingbird Ln.	"A" St.
Mockingbird Ln.	Avalon Dr.
Mockingbird Ln.	Fairgrounds Rd.
Mockingbird Ln.	Midkiff Rd.
Mockingbird Ln.	Oriole Dr.
Mogford St.	Cimmaron Ave.
Mogford St.	Cuthbert Ave.
Mogford St.	Dengar Ave.
Mogford St.	Fannin Ave.
Mogford St.	Humble Ave.
Mogford St.	Kansas Ave.
Mogford St.	Lockheed Dr.
Mogford St.	Louisiana Ave.
Mogford St.	Michigan Ave.
Mogford St.	Neely Ave.
Mogford St.	Princeton Ave.
Mogford St.	Shandon Ave.
Mogford St.	Shell Ave.
Mogford St.	Sinclair Ave.
Mogford St.	Storey Ave.
Montero Ln.	Avalon Dr.
Montgomery Ave.	Belmont St.
Montgomery Ave.	Camp St.
Montgomery Ave.	Main St.
Monty Dr.	Leddy Dr.
Monty Dr.	McDonald St.
Monty Dr.	Mercedes Dr.
Monty Dr.	Raymond Rd.
Moonlight Rd.	Husk St.
Moran St.	Carter Ave.
Moran St.	Collins St.
Moran St.	Dakota Ave.
Moran St.	Francis St.
Moran St.	Griffin Ave.
Moran St.	Industrial Ave.
Moran St.	Montgomery Ave.
Moran St.	New Jersey Ave.
Moran St.	Taylor Ave.

ON	AT
Morgan Way	English Dr.
Morgan Way	Golf Course Rd.
Moroni St.	Lumina Ct.
Moroni St.	Overshine Ln.
Moss Ave.	Ward St.
Moss Ave.	Whitney Dr.
Mosswood Dr.	Brandy Hill Rd.
Mosswood Dr.	Homestead Blvd.
Mulberry Ln.	Madison St.
Mulberry Ln.	San Andres Dr.
Murray St.	Princeton Ave.
Musial Way	Avalon Dr.
Musial Way	O'Rourke St.
"N" St.	Bedford Dr.
"N" St.	Brunson Ave.
"N" St.	Carter Ave.
"N" St.	College Ave.
"N" St.	Community Ln.
"N" St.	Country Club Dr.
"N" St.	Cuthbert Ave.
"N" St.	Harvard Ave.
"N" St.	Holloway Ave.
"N" St.	Humble Ave.
"N" St.	Indiana Ave.
"N" St.	Kentucky Ave.
"N" St.	Louisiana Ave.
"N" St.	Michigan Ave.
"N" St.	Missouri Ave.
"N" St.	Neely Ave.
"N" St.	New Jersey Ave.
"N" St.	Rhode Island Ave.
"N" St.	Seaboard Ave.
"N" St.	Sinclair Ave.
"N" St.	Southgate St.
"N" St.	Washington Ave.
Nash Ave.	Copus St.
Nash Ave.	Hudson Ave.
Nassau Ct.	Geraldine St.
Nassau Dr.	Geraldine St.
Nasworthy Pl.	Rio Grande Ave.
Navajo Rd.	Shawnee
Navasota Dr.	Frio Dr.
Navasota Dr.	Llano Ct.
Navasota Dr.	Oak Creek Dr.
Navasota Dr.	Pedernales Dr.
Navasota Dr.	Rio Grande Ave.
Navasota Dr.	Sabine Dr.
Neely Ave.	Godfrey St.
Neely Ave.	"I" St.
Neely Ave.	Tarleton St.
Neely Ave.	Ward St.

ON	AT
Neely Ave.	Whittle Way
Neely Ave.	Wydewood Dr.
Neely Ct.	Neely Ave.
Neely Service Rd.	Cumberland Dr.
Neely Service Rd.	"D" St.
Neely Service Rd.	Oaklawn Dr.
Nevan Ct.	Beal Pkwy.
New Jersey Ave.	Camp St.
New Jersey Ave.	Johnston St.
New Jersey Ave.	"L" St.
New Jersey Ave.	Main St.
New Jersey Ave.	Marshall St.
New Jersey Ave.	McKenzie St.
New Jersey Ave.	Terrell St.
New Jersey Ave.	Wayside Dr.
New York Ave.	Calhoun St.
New York Ave.	Carver St.
New York Ave.	Clay St.
New York Ave.	Industrial Ave.
New York Ave.	Main St.
New York Ave.	Marienfeld St.
New York Ave.	Tilden St.
Newcastle Dr.	Wellington Ct.
Nicklaus St.	Crenshaw Dr.
Nobles Ave.	Carver St.
Nobles Ave.	Edwards St.
Nobles Ave.	Main St.
Nobles Ave.	Pecos St.
Nobles Ave.	Tilden St.
Noel Ave.	Lanham St.
Noel Ave.	Ward St.
Nolan Ryan Dr.	Legends Blvd.
Norman	Bankhead Hwy.
Normandy Ln.	Polo Pkwy.
Normandy Ln.	Stoneleigh Dr.
North Service Rd.	Windecker St.
Northcrest Dr.	Hilltop Dr.
Northfield Ct.	Godfrey St.
Northfield Dr.	Godfrey St.
Northfield Dr.	Skyline Dr.
Northgate Ave.	Briarwood Ave.
Northgate Ave.	Northcrest Dr.
Northrup Dr.	Fannin Ave.
Northrup Dr.	Neely Ave.
Northrup Dr.	Princeton Dr.
Northrup Dr.	Sentinel Dr.
Northtown Ct.	Lanham St.
Northtown Pl.	Meadowbrook Dr.
Northtown Pl.	Whitney Dr.
Norwood St.	Lehigh Dr.
Norwood St.	St. Andrews Dr.

ON	AT
Nottingham Ln.	Sherwood Ln.
Nottingham Ln.	Widener Strp.
“O” St.	Missouri Ave.
Oak Ave.	Benton St.
Oak Ave.	Butternut Ln.
Oak Ave.	Main St.
Oak Valley Dr.	Greathouse Ave.
Oak Valley Dr.	Oriole St.
Oak Valley Dr.	Spence Dr.
Oaklawn Dr.	Humble Ave.
Oaklawn Dr.	Neely Ave.
Oaklawn Dr.	Ventura Ave.
Oakmont Dr.	Tremont Ave.
Oakmont Dr.	Whittle Way
Oakridge Dr. / Ct.	Gateway St.
Ohio Ave.	Alpine St.
Ohio Ave.	Baird St.
Ohio Ave.	“C” St.
Ohio Ave.	Carrizo St.
Ohio Ave.	“D” St.
Ohio Ave.	Delmar St.
Ohio Ave.	“F” St.
Ohio Ave.	Fort Worth St.
Ohio Ave.	“G” St.
Ohio Ave.	Godfrey St.
Ohio Ave.	“L” St.
Ohio Ave.	Main St.
Ohio Ave.	Marienfeld St.
Ohio Ave.	Mineola St.
Ohio Ave.	“N” St.
Ohio Ave.	Powell St.
Ohio Ave.	Weatherford St.
Ojibwa St.	Daybreak Way
Ojibwa St.	Overshine Ln.
Ojibwa	Pueblo
Ojibwa	Tejas
Olympic Ct.	Candlestick Dr.
Onyx Dr.	Farm-to-Market Rd. 1788
Orchard Ln.	Carver St.
Orchard Ln.	Lee St.
Oriental Ave.	Ventnor Ave.
Oriole Dr.	Mockingbird Ln.
Oriole Dr.	Tanforan Ave.
Oriole Dr.	Teakwood Trc.
Osage St.	Spruce Ave.
Osprey Dr.	Beachwood St.
Osprey Dr.	Flicker Dr.
Outlaw Ct.	Husk St.
Overshine Ln.	Fairgrounds Rd.
Overshine Ln.	Harvest Rain St.
Overshine Ln.	Sunrise Way

ON	AT
Oxford St.	Ohio Ave.
Pacific Ave.	Boardwalk
Pacific Ave.	Carver St.
Pagewood Dr.	Prairie Ridge Dr.
Palmer Dr.	Nicklaus St.
Paradise Ln.	Island Dr.
Park Ln.	Holly Dr.
Park Ln.	Tanner Dr.
Parker Ave.	Carver St.
Parker Ave.	Main St.
Parker Ave.	Tilden St.
Parker Ave.	Tyler St.
Parkhurst Dr.	Fargo Ave.
Parkhurst Dr.	Westminster Dr.
Parkwood Dr.	Brownwood Dr.
Parton Way	Mayfield Pl.
Parton Way	Whitman Dr.
Partridge St.	Baron Dr.
Partridge St.	Moonlight Rd.
Partridge St.	Outlaw Ct.
Partridge St.	Tin Tr.
Partridge St.	Wagon Ct.
Pasadena Dr.	Eisenhower Dr.
Pasadena Dr.	Spraberry Dr.
Patman Pl.	Concho Dr.
Patrick Pl.	Mayfield Pl.
Patrick Pl.	Semper Fidelis
Patriot Pkwy.	Avalon Dr.
Pavilion Pkwy.	San Felipe Dr.
Pavilion Pkwy.	Stonebridge Dr.
Peach St.	Kessler Ave.
Pebble Ct.	Bent Tree Tr.
Pecan Ave.	Cumberland Dr.
Pecan Ave.	“D” St.
Pecan Ave.	“I” St.
Pecan Ave.	“L” St.
Pecan Ave.	Main St.
Pecan Ave.	Oaklawn Dr.
Pecan Ave.	Pecos St.
Pecan Ave.	Pine Ave.
Pecan Ave.	Tyler St.
Peck Ave.	Baird St. (westbound)
Peck Ave.	Terrell St. (eastbound)
Pecos St.	Boyd Ave.
Pecos St.	Cuthbert Ave.
Pecos St.	Dormard Ave.
Pecos St.	Indiana Ave.
Pecos St.	Industrial Ave.
Pecos St.	Liddon Ave.
Pecos St.	Louisiana Ave.
Pecos St.	Michigan Ave.

ON	AT
Pecos St.	Missouri Ave.
Pecos St.	Neely Ave.
Pecos St.	Ohio Ave.
Pecos St.	Spruce Ave.
Pecos St.	Storey Ave.
Pecos St.	Tennessee Ave.
Pedernales Dr.	Crowley Blvd.
Pedernales Dr.	Lampasas Dr.
Pedernales Dr.	Llano Ct.
Pedernales Dr.	Medina Dr.
Pedernales Dr.	San Saba Ave.
Pennsylvania Ave.	Atlanta St.
Pennsylvania Ave.	Baird St.
Pennsylvania Ave.	Benton St.
Pennsylvania Ave.	Camp St.
Pennsylvania Ave.	Carver St.
Pennsylvania Ave.	Clay St.
Pennsylvania Ave.	Jackson St.
Pennsylvania Ave.	Lamesa Rd.
Pennsylvania Ave.	Main St.
Pennsylvania Ave.	Marienfeld St.
Pennsylvania Ave.	Tilden St.
Pennsylvania Ave.	Tyler St.
Pentagon Rd.	Commonwealth Rd.
Peregrine Hill	Delaney
Permian Ct.	Manor St.
Peterson St.	Oak Ave.
Peterson St.	Pecan Ave.
Phillip Pl.	Preston Dr.
Pilot Ave.	La Force Blvd.
Pilot Ave.	Wright Dr.
Pimlico Dr.	Tattenham Corner
Pine Ave.	Cumberland Dr.
Pine Ave.	“I” St.
Pine Ave. (westbound only)	“L” St.
Pine Ave.	Loma Dr.
Pine Ave.	Main St.
Pine Ave.	Neely Ave.
Pine Ave.	Oaklawn Dr.
Pine Ave.	Pecos St.
Pine Ave.	Peterson St.
Pine Meadow Dr.	Meadowpark Dr.
Pinemont Dr.	Springmont Dr.
Pinemont Dr.	Tremont Ave.
Pinewood Ct.	Pine Meadow Dr.
Pinion Ct.	Sunburst Dr.
Pioneer Rd.	Ranch Ave.
Pioneer Rd.	Rio Pl.
Placid Ct.	Manor St.
Player Ct.	Trevino St.
Plaza St.	E. Circle Dr.

ON	AT
Pleasant Dr.	Bentwood Dr.
Pleasant Dr.	Eisenhower Dr.
Pleasant Dr.	Raymond Rd.
Pleasant Dr.	Waverly Dr.
Pliska Dr.	North Service Rd.
Polo Club Dr.	Bluebird Ln.
Polo Club Dr.	Polo Pkwy.
Polo Parkway	Lancashire Dr.
Porterfield Rd.	Cooper Creek Rd.
Porterfield Rd.	Stonebridge Dr.
Potomac Pkwy.	Victory Pkwy.
Powell St.	Kansas Ave.
Powell St.	Louisiana Ave.
Powell St. (northern most intersection only)	Mariana Ave.
Prairie Rd.	Cattleman Dr.
Prairie Rd.	Cowboy Dr.
Prairie Ridge Dr.	Jadewood Dr.
Pratt St.	Carter Ave.
Pratt St.	Dakota Ave.
Pratt St.	Francis Ave.
Pratt St.	New Jersey St.
Pratt St.	Taylor Ave.
Preston Dr.	Aspen Dr.
Preston Dr.	Sunburst Dr.
Preston Dr.	Whittle Way
Preston Dr.	Wydewood Dr.
Princeton Ave.	Alpine St.
Princeton Ave.	Austin St.
Princeton Ave.	“B” St.
Princeton Ave.	Boeing Dr.
Princeton Ave.	Cessna Dr.
Princeton Ave.	“D” St.
Princeton Ave.	Delmar St.
Princeton Ave.	Denton St.
Princeton Ave.	“G” St
Princeton Ave.	Godfrey St.
Princeton Ave.	Idlewilde Dr.
Princeton Ave.	“J” St.
Princeton Ave.	“L” St.
Princeton Ave.	Maberry St.
Princeton Ave.	McDonald St.
Princeton Ave.	“N” St.
Princeton Ave.	Tarleton St.
Princeton Ave.	Ward St.
Princeton Ave.	Whitney Dr.
Princeton Ave.	Woodcrest Dr.
Purple Sage Trl.	Whitman Dr.
Pylant St.	Ohio Ave.
Queens Ct.	Sherwood Dr.
Quicksand Dr.	Mathis St.
Quicksand Dr.	Spence Dr.

ON	AT
Racquet Club Dr.	Cimmaron Dr.
Racquet Club Dr.	Neely Ave.
Radcliff Ct.	Greenbriar Dr.
Railea Ct.	Beal Pkwy.
Rainbow Rd.	Idlewilde Dr.
Rainbow Rd.	Sunburst Dr.
Raiz Dr.	Laguna Meadows Tr.
Raiz Dr.	Pavilion Pkwy.
Ranch Ave.	Tin Tr.
Ranch Hand Dr.	Maverick Ln.
Randolph Ln.	Cowboy Dr.
Randolph Ln.	Ranch Hand Dr.
Rangers Ct.	Candlestick Dr.
Raymond Rd.	Anetta Dr.
Raymond Rd. (southernmost intersection)	Canyon Dr.
Reading Ave.	Stratton Dr.
Rebel Dr.	Cimmaron Ave.
Rebel Dr.	Godfrey St.
Red River Ln.	Cattleman Dr.
Red River Ln.	Cowboy Dr.
Redbud Ct.	Randolph Ln.
Redwood Run	Teakwood Trc.
Rees Ln.	Dengar Ave.
Rees Ln.	Neely Ave.
Reeves Cir.	Anetta Dr.
Regal Pl.	Everglade Ave.
Reo Dr.	Auburn Dr.
Republic Dr.	Brand Ln.
Republic Dr.	Rattler Ln.
Revere Pl.	Gallantry Ln.
Revolution Dr. (both intersections)	Brand Ln.
Rex Rd.	Brown Heart Ln.
Rex Rd.	George Yard Ln.
Rhett Dr.	Stonebridge Dr.
Rhett Dr.	Torrey Vista Dr.
Rhode Island Ave.	Camp St.
Rhode Island Ave.	Colorado St.
Rhode Island Ave.	Connell St.
Rhode Island Ave.	Johnston St.
Rhode Island Ave.	“L” St.
Rhode Island Ave.	McKenzie St.
Rhode Island Ave.	Moran St.
Rhode Island Ave.	Pratt St.
Ric Dr.	Bentwood Dr.
Ric Dr.	Edgewood Dr.
Ric Dr.	Stoneybrook Dr.
Ric Dr.	Storey Ave.
Richmond Dr. / Ct.	Castleford Rd.
Ridgeboro Ct.	Ridgefield Ct.
Ridgemont Pl.	Hereford Blvd.
Ridgemont Ct.	Heritage Blvd.

ON	AT
Ridglea Dr.	Cuthbert Ave.
Ridglea Dr.	Nobles Ave.
Rio Pl.	Carriage Rd.
Rio Pl.	Ranch Ave.
Rio Pl.	Stake Ave.
Rio Grande Ave.	Crowley Blvd.
Rio Grande Ave.	Frio Dr.
Rio Grande Dr.	Amistad Dr.
Rio Grande Dr.	Conroe St.
Riverfront Dr.	Wagner Dr.
Riverside Dr.	Brown Heart Ln.
Riverside Dr.	Holiday Hill Rd.
Riverside Dr.	Oak Valley Dr.
Robin Ln.	Oriole Dr.
Robin Hood Ct.	Sherwood Dr.
Rochester St.	Bankhead Hwy.
Rockwood Dr.	Tanforan Ave./Ct.
Rockylane Dr.	Leisure Dr.
Rodeo St.	Cerrillos Ave.
Rodeo St.	E. Mockingbird Ln.
Roosevelt Ave.	Mitchell St.
Roosevelt Ave.	Powell St.
Roosevelt Dr.	Crestview Rd.
Roosevelt Dr.	Edgewood Dr.
Roosevelt Dr.	Leddy Dr.
Roosevelt Dr.	McDonald Dr.
Roosevelt Dr.	Mercedes Dr.
Roosevelt Dr.	Raymond Rd.
Rope St.	Mockingbird Ln.
Rosemont Dr.	Sagemont Dr.
Rosemont Dr.	Tremont Ave.
Rosewood Dr.	Lemonwood Dr.
Rosewood Dr.	Northcrest Dr.
Rosewood Dr.	Oriole Dr.
Rosita Dr.	Alicia Ct.
Ruby Dr.	Canyon Dr.
Ruby Dr.	Raymond Rd.
Ruidoso Ct.	Mark Ln.
Russell Dr.	Norwood St.
Russell Dr. / Ct.	Stratton Dr.
Rustic Trail	Greentree Blvd. (at east and west intersections)
Sabine Dr.	Crowley Blvd.
Saddle Ct.	Burnett Ln.
Saddle Horn Ln.	Avalon Dr.
Saddle Horn Ln.	Longhorn Ln.
Sage St.	Hollandale Dr.
Sagemont Dr.	Pinemont Dr.
Sagemont Dr.	Tremont Ave.
Salisbury Pl.	Trinity Dr.
Saltillo Ct.	Camino Reale

ON	AT
San Angelo St.	Louisiana Ave.
San Angelo St.	Michigan Ave.
San Angelo St.	Tennessee Ave.
San Antonio Ave.	Amistad Dr.
San Antonio Ave.	Conroe St.
San Antonio Ave.	Spence Dr.
San Bernard Dr.	Pedernales Dr.
San Carlos Ct.	San Clemente Dr.
San Clemente Dr.	Guadalupe St.
San Clemente Dr.	Llano Ct.
San Diego Ct.	Frio Dr.
San Francisco Ave.	Baca St.
San Francisco Ave.	Magellan St.
San Francisco Ave.	Rodeo St.
San Miguel Ave. / Ct.	Magellan St.
San Miguel Ave.	San Francisco Ave.
San Pedro	Briarwood Ave.
San Pedro	Frio Dr.
San Pedro Ct.	Camino Reale
San Saba Ave.	Crowley Blvd.
Sand Hill Cr.	Vista West Pkwy.
Sandelwood St.	Baumann Ave.
Sandelwood St.	Kansas Ave.
Sands St.	Gulf Ave.
Santa Clara Dr.	Pavilion Pkwy.
Santa Clara Dr.	Stonebridge Dr.
Santa Clarita	Corona
Santa Clarita	San Pedro
Santa Rosa	Briarwood Ave.
Santa Rosa	Frio Dr.
Savoy Pl.	Mayfield Pl.
Savoy Pl.	Whitman Dr.
Scharbauer Dr.	Main St.
Scottsboro Ln.	Rustic Tr.
Seaboard Ave.	Cessna Dr.
Seaboard Ave.	Godfrey St.
Seaboard Ave.	“H” St.
Seaboard Ave.	Huntington St.
Seaboard Ave.	“I” St.
Seaboard Ave.	“L” St.
Seaboard Ave.	Lanham St.
Seaboard Ave.	Mogford St.
Seaboard Ave.	“N” St.
Seaboard Ave.	Tarleton St.
Seaboard Ave.	Whitney Dr.
Seattle Slew Tr.	Sir Barton Pkwy.
Secor St.	Ohio Ave.
Secretariat St.	Affirmed Ave.
Secretariat St. (both intersections)	Sir Barton Pkwy.
Sedona	Frio Dr.
Seminole Dr.	Eisenhower Dr.

ON	AT
Semper Fidelis	Chelsea Pl.
Semper Fidelis	Fairfield Ln.
Sentinel Ave.	Alpine St.
Sentinel Ave.	Delmar St.
Sentinel Ave.	Denton St.
Sentinel Ave.	Tarleton St.
Sentinel Ave.	Upland St.
Sentinel Dr.	Maberry St.
Sentinel Dr.	Murray St.
Sentinel Dr.	Whitney Dr.
Sequoia St.	Green Tree Blvd.
Shady Oak Ct.	Teakwood Trace
Shadylane Dr.	Bentwood Dr.
Shadyview Pl.	Tanforan Ave.
Shandon Ave.	Cimmaron Ave.
Shandon Ave.	Godfrey St.
Shandon Ave.	Lanham St.
Shandon Ave.	Loma Dr.
Shandon Ave.	Main St.
Shandon Ave.	Mogford St.
Shandon Ave.	Pecos St.
Shandon Ave.	Tarleton St.
Shandon Ave.	Ward St.
Shandon Ave.	Whitney Dr.
Shawnee	Pueblo
Shawnee	Wrangler Ln.
Shell Ave.	"C" St.
Shell Ave.	"D" St.
Shell Ave.	Godfrey St.
Shell Ave.	Huntington St.
Shell Ave.	"I" St.
Shell Ave.	"L" St.
Shell Ave.	"N" St.
Shell Ave.	McDonald St. (westernmost intersection)
Shell Ave.	Sparks St.
Shell Ave.	Tarleton St.
Shell Ave.	Upland St.
Sherwood Dr.	Oriole Dr.
Shirley Ln.	"D" St.
Shirley Ln.	Oaklawn Dr.
Shirley Ln.	Cumberland Dr.
Silverton Dr.	Gunnison Dr.
Silverton Dr.	Durango Dr.
Sinclair Ave.	"C" St.
Sinclair Ave.	Cessna Dr.
Sinclair Ave.	Culver Dr.
Sinclair Ave.	"D" St.
Sinclair Ave.	Godfrey St.
Sinclair Ave.	Holdridge Rd.
Sinclair Ave.	Hughes St.

ON	AT
Sinclair Ave.	Huntington St.
Sinclair Ave.	Lanham St.
Sinclair Ave.	Lindora Way / Woodcrest Dr.
Sinclair Ave.	McDonald St.
Sinclair Ave.	"N" St.
Sinclair Ave.	Northrup Drive
Sinclair Ave.	Pecos St.
Sinclair Ave.	Sparks St.
Sinclair Ave.	Tarleton St.
Sinclair Ave.	Upland St.
Sinclair Ave.	Ward St.
Sinclair Ave.	Wydewood Dr.
Sioux Ct.	Kanawha
Sir Barton Pkwy.	Alysheba Ln.
Sister Creek	Fall Creek
Sister Creek	Woodrose
Six Flags	Big Bend Country
Skyline Dr.	Haynes Ave.
Skyline Dr.	Northfield Dr.
Skywood Cr. (west intersection)	Meadowpark Dr.
Smith Rd. (both intersections)	Desta Dr.
Solomon Ln.	"A" St.
Solomon Ln.	Lamesa Rd.
Solomon Ln.	Stonebridge Dr.
Solana	Santa Clarita
South St.	Carver St.
South St.	Lamesa Rd.
Southampton Ln.	Newcastle Dr.
Sparhawk Dr.	Quail Ridge Rd.
Sparks St.	Country Club Dr.
Sparks St.	Humble Ave.
Sparks St.	Princeton Ave.
Spartan Dr.	Fannin Ave.
Spartan Dr.	Neely Ave.
Spence Dr.	Canadian Ave.
Spence Dr.	Hilltop Dr.
Spence Dr.	Rio Grande Ave.
Spraberry Dr.	Anetta Dr.
Spraberry Dr.	Canyon/Devonian Dr.
Spraberry Dr.	Pleasant Dr.
Spraberry Dr.	Raymond Rd.
Spahn St.	Mile High Ln.
Spring Meadow Ln.	Meadowpark Dr.
Spring Meadow Ln.	Pine Meadow Dr.
Spring Park Dr.	Edwards St.
Springfield Ct.	Greenbriar Dr.
Springmont Dr.	Whittle Way
Springwood Ct.	Pine Meadow Dr.
Spruce Ave.	Loma Dr.
Spruce Ave.	Main St.
Spruce Ave.	Neely Ave.

ON	AT
Spruce Ave.	Pecos St.
Spruce Ave.	Tyler St.
Spur Dr.	I-20 N. Frontage Rd.
Spur Dr.	Lone Star Ln.
Spur Dr.	Red River Ln.
Spyglass Cr.	Purple Sage Tr.
St. Andrews Dr.	Dentcrest Dr.
St. Andrews Dr. / Ct.	Godfrey St.
St. Andrews Dr.	Mark Ln.
St. Andrews Dr.	Norwood St.
Stacie Ave.	Holdridge Rd.
Stanolind Ave.	"D" St.
Stanolind Ave.	Godfrey St.
Stanolind Ave.	"H" St.
Stanolind Ave.	Huntington St.
Stanolind Ave.	"I" St.
Stanolind Ave.	"L" St.
Stanolind Ave.	Lanham St.
Stanolind Ave.	Mark Ln.
Stanolind Ave.	McDonald Dr.
Stanolind Ave.	Mogford St.
Stanolind Ave.	"N" St.
Stanolind Ave. (both "dead end" locations between "D" St. and "A" St.)	Stanolind Ave.
Stanolind Ave.	Tarleton St.
Stanolind Ave.	Wedgewood St.
Stanolind Ave.	Western Dr.
Stanolind Ave.	Whitney Dr.
Stanolind Ave.	Winfield Rd.
Starboard Dr.	Tradewinds Blvd.
Sterling Pl.	Crowley Blvd.
Sterling Ct.	Heritage Blvd.
Stetson Dr.	Honeysuckle Ln.
Stewart Ave.	Shandon Ave.
Stewart Ave.	Tarleton St.
Stillmeadow Dr.	Fargo Ave.
Stillmeadow Dr.	Westminster Dr.
Stokes Ave.	Baird St. (westbound)
Stokes Ave.	Terrell St. (eastbound)
Stonebridge Dr.	Cerrillos Ave.
Stonebridge Dr.	Mockingbird Ln.
Stonebridge Dr.	Pavilion Pkwy.
Stonebridge Dr.	Solomon Ln.
Stonecrest	Hereford Blvd.
Stonecrest	Windrift
Stonefield Dr.	Stonebridge Dr.
Stonefield Dr.	Torrey Vista Dr.
Stoneleigh Rd.	Lancashire Rd.
Stonewall St.	Indiana Ave.
Stonewall St.	New York Ave.

ON	AT
Stoneybrook Dr.	Ric Dr.
Stoneybrook Dr.	Shadylane Dr.
Storey Ave.	Alpine St.
Storey Ave.	“B” St.
Storey Ave.	Bentwood Dr.
Storey Ave.	Bonham St.
Storey Ave.	“C” St.
Storey Ave.	“D” St.
Storey Ave.	Edgewood Dr.
Storey Ave.	“F” St.
Storey Ave.	“G” St.
Storey Ave.	Godfrey St.
Storey Ave.	“K” St.
Storey Ave.	Lanham St.
Storey Ave.	Maberry St.
Storey Ave.	Marienfeld St.
Storey Ave.	McDonald St.
Storey Ave.	Powell St.
Storey Ave.	Stoneybrook Dr.
Storey Ave.	Ward St.
Stratford Ct.	Kingston Dr.
Stratton Dr.	Lehigh Dr.
Stratton Dr.	St. Andrews Dr.
Stutz Dr.	Maxwell Dr.
Stutz Dr. / Ct.	Ward St.
Stutz Dr.	Whitney Dr.
Stutz Pl.	Lanham St.
Summit Ave.	Baird St. (westbound)
Summit Ave.	Belmont St.
Summit Ave.	Terrell St. (eastbound)
Sunburst Dr.	Preston Dr.
Sunburst Dr.	Sunshine Pkwy.
Suncrest Ave.	Dengar Ave.
Suncrest Ave.	McDonald St.
Sundance Pl.	Crowley Blvd.
Sundance Ct.	Heritage Blvd.
Sundown Cr.	Purple Sage Tr.
Sunmore Cr. (both intersections)	Sunburst Dr.
Sunny Stone Dr.	Daybreak Way
Sunnyside Dr.	Stonybrook Dr.
Sunnyside Dr.	Storey Ave.
Sunrise Way	Overshine Ln.
Sunset Blvd.	Michigan Ave.
Sunset Blvd.	Ohio Ave.
Sunshine Pkwy.	Idlewilde Dr.
Sunshine Pkwy.	Wydewood Dr.
Sun Tea Way	Daybreak Way
Sun Tea Way	Harvest Rain St.
Sweetbriar Dr.	Ric Dr.
Sweetbriar Dr.	Storey Ave.
Sycamore Ave.	Crestview Rd.

ON	AT
Sycamore Ave.	Holly Dr.
Tamarind Dr.	Melville Dr.
Tammy Cv.	Fredna Pl.
Tanforan Ave.	Oriole Dr.
Tanforan Ave.	Widener Strip
Tanglewood Dr.	Leisure Dr.
Tanner Dr.	Devonian Dr.
Tanner Dr.	Leddy Dr.
Tanner Dr.	McDonald St.
Tanner Dr.	Mercedes Dr.
Tanner Dr.	Raymond Rd.
Taos Rd.	Overshine Dr.
Tarleton St.	Cuthbert Ave.
Tarleton St.	Neely Ave.
Tarleton St.	Shandon Ave.
Tarleton St.	Storey Ave.
Taylor Ave.	Camp St.
Taylor Ave.	Jefferson St.
Taylor Ave.	Main St.
Taylor Ave.	Marshall St.
Taylor Ave.	Mineola St.
Taylor Ave.	Terrell St.
Teakwood Tr.	Oriole Dr.
Tejas	Shawnee
Telluride Dr./Ct.	Durango Dr.
Tennessee Ave.	Baird St.
Tennessee Ave.	“C” St.
Tennessee Ave.	Carrizo St.
Tennessee Ave.	Colorado St.
Tennessee Ave.	“D” St.
Tennessee Ave.	Dallas St.
Tennessee Ave.	E. Broadway St.
Tennessee Ave.	“F” St.
Tennessee Ave.	Fort Worth St.
Tennessee Ave.	“G” St.
Tennessee Ave.	Loraine St.
Tennessee Ave.	“L” St.
Tennessee Ave.	“M” St.
Tennessee Ave.	Main St.
Tennessee Ave.	Marienfeld St.
Tennessee Ave.	“N” St.
Tennessee Ave.	Terrell St.
Tennessee Ave.	W. Broadway
Tennessee Ave.	Weatherford St.
Terra Ct.	Brighton Pl.
Terrace Ave.	Lanham St.
Terrace Ave.	Maberry St.
Terrace Ave.	Mogford St.
Terrace Ave.	Neely Ave.
Terrace Ave.	Ward St.
Terrell St.	Cuthbert Ave.

ON	AT
Terrell St.	Gist Ave.
Terrell St.	Golf Course Rd.
Terrell St.	Hicks Ave.
Terrell St.	Illinois Ave.
Terrell St.	Louisiana Ave.
Terrell St.	Parker Ave.
Terrell St.	Taylor Ave.
Texas Ave.	Calhoun St.
Texas Ave.	Carver St.
Texas Ave.	Donald St.
Texas Ave.	Jackson St.
Texas Ave.	Lee St.
Texas Ave.	Tilden St.
Thames Ct.	Lancashire Rd.
Thomas Ave.	Crestview Rd.
Thomas St.	Ohio Ave.
Thomas Ave.	Raymond Rd.
Thomas Paine Rd.	Bunker Hill Rd.
Thomas Paine Rd.	Musket Dr.
Thomason Dr.	Beal Pkwy. / Illinios Ave.
Thomason Dr.	Tradewinds Blvd.
Thornridge Dr.	Leisure Dr.
Thornridge Dr.	Shadylane Dr.
Three Rivers Ln.	Riverfront Dr.
Three Rivers Ln.	Spahn St.
Tilden St.	Golf Course Rd.
Tilden St.	Illinois Ave.
Tilden St.	Indiana Ave.
Tilden St.	Orchard Ln.
Tilden St.	Wall St.
Timber Ln. / Ct.	Oakridge Dr.
Timberglen Pl./Cir.	Valwood Dr.
Timberwolf	Elkins
Torrey Vista Dr.	Solomon Ln.
Tradewinds Blvd.	Deauville Blvd.
Travis Ave.	Crestview Rd.
Travis Ave.	Holly Dr.
Travis Ave.	Powell St.
Travis Ave. (both intersections)	Walker St.
Travis Ave.	Waverly Dr.
Travis Ave.	Williams St.
Tremont Ave.	Dentcrest Dr.
Tremont Ave.	Edgemont Dr.
Tremont Ave.	Mark Ln.
Tremont Ave.	Sagemont Dr.
Tremont Ave.	Whittle Way
Trennon Pl.	Crowley Blvd.
Trenton Dr.	Trobaugh Blvd.
Trenwood Dr.	Desert Rose Dr.
Trenwood Dr.	Solomon Ln.
Trevino St.	Crenshaw Dr.

ON	AT
Trevino St.	Graham Dr.
Trevino St.	Nicklaus St.
Trinity Ct.	Greenbriar Dr.
Trinity Dr.	Godfrey St.
Trinity Dr.	Milbrook Pl.
Trinity Dr.	Wedgewood St.
Trinity Meadows Dr.	Fieldcrest Ln. / Meadowridge Ln.
Trinity Meadows Dr.	Skyline Dr.
Trinity Meadows Pl.	Northfield Dr.
Trinity Meadows Pl.	Skyline Dr.
Truman St.	Delano Ave.
Truman St.	Franklin Ave.
Truman St.	Kessler Ave.
Truman St.	Mariana Ave.
Turtle Creek Rd.	Pedernales Dr.
Twin Springs	Barking Rock
Tyler St.	California Ave. (east and west intersections)
Tyler St.	Chestnut Ave.
Tyler St.	Cottonwood Ave.
Tyler St.	Cowden Ave.
Tyler St.	Cuthbert Ave.
Tyler St.	Dormard Ave.
Tyler St.	Estes Ave.
Tyler St.	Garden Ln.
Tyler St.	Golf Course Rd.
Tyler St.	Hamby Ave.
Tyler St.	Illinois Ave.
Tyler St.	Indiana Ave.
Tyler St.	Industrial Ave.
Tyler St.	Jax Ave.
Tyler St.	Jefferson St.
Tyler St.	Magnolia Ave.
Tyler St.	Missouri Ave.
Tyler St.	New York Ave.
Tyler St.	Nobles Ave.
Tyler St.	Oak Ave.
Tyler St.	Orchard Ln.
Tyler St.	Parker Ave.
Tyler St.	Pine Ave.
Tyler St.	South Ln.
Tyler St.	Texas Ave.
Tyler St.	Wall St.
Tyler St.	Walnut Ln.
Tyler St.	Washington Ave.
U.S. 80 Service Rd.	County Rd. 1162
U.S. 80 Service Rd.	Elkins Rd.
U.S. 80 Service Rd.	Todd Rd.
Unbridled Tr.	Sir Barton Pkwy.
Upland St.	Baumann Ave.
Upland St.	Bedford Ave.

ON	AT
Upland St.	Cuthbert Ave.
Upland St.	Kansas Ave.
Upland St.	Louisiana Ave.
Upland St.	Michigan Ave.
Upland St.	Ohio Ave.
Upland St.	Princeton Ave.
Upland St.	Storey Ave.
Valley Dr.	Haynes Ave.
Valley Dr.	Skyline Dr.
Valley View St.	Daybreak Way
Valor Ct.	Valor Ln.
Valor Ln.	Arlington Rd.
Valor Ln.	Pentagon Rd.
Val Verde Dr.	Sandstone Dr.
Valwood Dr.	Tanforan Ave.
Vanguard Rd.	Arlington Rd.
Vanguard Rd.	Bunker Hill Rd.
Vanguard Rd.	Founders Rd.
Vanguard Rd.	Victory Pkwy.
Ventnor Ave.	Boardwalk
Ventnor Ave.	Carver St.
Ventura Ave.	"I" St.
Ventura Ave.	"L" St.
Verde Glen Ct.	Bent Tree Tr. (both intersections)
Vermont Ave.	Pacific Ave.
Versailles Dr.	Burchill Dr.
Versailles Dr.	Devonian Dr.
Versailles Dr.	Eisenhower Dr.
Versailles Dr.	Meadow Dr.
Victory Pkwy.	Arlington Rd.
Victory Pkwy.	Crown Point Ct.
Vine Pl.	Franklin Ave.
Virginia Ave.	Pacific Ave.
Vista West Pkwy.	Bluebird Ln.
Vista West Pkwy.	Caldera Blvd.
Vista West Pkwy.	Purple Sage Trl.
Viva Max Dr.	McPherson Ln.
Viva Max Dr.	Thomas Paine Rd.
W. Broadway St.	Cuthbert Ave.
W. Broadway St.	Harvard Ave.
W. Broadway St.	Louisiana Ave.
W. Broadway St.	Michigan Ave.
W. Broadway St.	Storey Ave.
W. Circle Dr.	Delano Ave.
W. Circle Dr.	Franklin Ave.
W. Circle Dr.	Roosevelt Ave.
W. Industrial Loop	Industrial Ave.
Wagner Dr./St.	Legends Blvd.
Wagner Dr.	Three Rivers Ln.
Wagon Ct.	Husk St.
Walcott Ave.	Loraine St.

ON	AT
Walcott Ave.	Main St.
Walcott Ave.	Whitaker St.
Wall St.	Carver St.
Wall St.	Lee St.
Wall St.	Loraine St.
Wall St.	Tilden St.
Walnut Ln.	Carver St.
Walnut Ln.	Fairgrounds Rd.
Walnut Ln.	Lincoln St.
Walnut Ln.	Terrell St.
Walton Ave.	Pecos St.
Ward St.	Auburn Dr.
Ward St.	Cuthbert Ave.
Ward St.	Fannin Ave.
Ward St.	Haynes Ave.
Ward St.	Haynes Dr.
Ward St.	Louisiana Ave.
Ward St.	Michigan Ave.
Ward St.	Neely Ave.
Ward St.	Ohio Ave.
Ward St.	Princeton Ave.
Ward St.	Sentinel Dr.
Warehouse Rd.	Industrial Ave.
Washington Ave.	"B" St.
Washington Ave.	Benton St.
Washington Ave.	"C" St.
Washington Ave.	Carver St.
Washington Ave.	Clay St.
Washington Ave.	"D" St.
Washington Ave.	"F" St.
Washington Ave.	"G" St.
Washington Ave.	"L" St.
Washington Ave.	Lee St.
Washington Ave.	Madison St.
Washington Ave.	Main St.
Washington Ave.	Mann St.
Washington Ave.	McGarvey St.
Washington Ave.	"N" St.
Washington Ave.	Pecos St.
Washington Ave.	Stonewall St.
Washington Ave.	Tilden St.
Washington Ave.	Webster St.
Washita	Choctaw
Washita	Fairgrounds Rd.
Washita	Kanawha
Washita	Shawnee
Watson Ct.	Crenshaw Dr.
Watson St.	Cuthbert Ave.
Watson St.	Pecos St.
Waukomis Pl.	Navajo
Waurika Pl.	Navajo

ON	AT
Waverly Dr.	Anetta Dr.
Waverly Dr.	Raymond Rd.
Wayside Dr.	Taylor Ave.
Weatherford St.	Cuthbert Ave.
Weatherford St.	Golf Course Rd.
Weatherford St.	Hamby Ave.
Weatherford St.	Hicks Ave.
Weatherford St.	Indiana Ave.
Weatherford St.	Jax Ave.
Weatherford St.	Kansas Ave.
Weatherford St.	Kentucky Ave.
Weatherford St.	Louisiana Ave.
Weatherford St.	Michigan Ave.
Weatherford St.	Mississippi Ave.
Weatherford St.	New Jersey Ave.
Weatherford St.	New York Ave.
Weatherford St.	Parker Ave.
Weatherford St.	Pennsylvania Ave.
Weatherford St.	Taylor Ave.
Weatherford St.	Washington Ave.
Webster St.	Indiana Ave.
Webster St.	New York Ave.
Webster St.	Pennsylvania Ave.
Wedgewood Ct.	Godfrey St.
Wedgewood St.	Godfrey St.
Wedgewood St.	Gulf Ave.
Wedgewood St.	Humble Ave.
Wedgewood St.	Hyde Park Ave.
Wedgewood St.	Neely Ave.
Wedgewood St.	Shell Ave.
West Wind Ct.	Bent Tree Tr.
Westcliff Dr.	Douglas Ave.
Westcliff Dr.	Princeton Ave.
Western Dr.	Golf Course Rd.
Western Dr.	Neely Ave.
Western Dr.	Stanolind Ave.
Westin Dr.	Pavilion Pkwy.
Westminster Dr.	Fargo Ave.
Westminster Dr.	Norwood St.
Westview Dr.	Bluebird Ln. (northbound)
Westview Dr.	Southridge Ct.
Westwind Dr.	Nassau Dr.
Westwind Dr.	Shell Ave.
Wewoka Pl.	Navajo
Whitaker St.	Cuthbert Ave.
Whitaker St.	Kansas Ave.
White Horse Cv.	Berkeley Trail
Whitman Dr.	Bluebird Ln.
Whitney Dr.	Haynes Dr.
Whitney Dr.	Maxwell Dr.
Whitney Dr.	Moss Ave.

ON	AT
Whitney Dr.	Neely Ave.
Whitney Dr.	Sentinel Dr.
Whittle Way	Preston Dr.
Whittle Way	Sunshine Pkwy.
Whittle Way	Tremont Ave.
Wichita Ct.	Pedernales Dr.
Willeys Ave.	Calhoun St.
Willeys Ave.	Jackson St.
Willeys Ave.	Jesse St.
Willeys Ave.	Tilden St.
Willingham Dr.	Manor St.
Willingham Dr.	McDonald St.
Willowood Dr.	Leisure Dr.
Wilshire Dr.	Eisenhower Dr.
Wilshire Dr.	Graceland Dr.
Wilshire Dr.	Parkdale Dr.
Wimberley Spring Ct.	Spence Dr.
Windecker St.	La Force Blvd.
Windecker St.	Sloan Field Blvd.
Windecker St.	Wright Dr.
Windhaven Dr.	Deauville Blvd.
Windhaven Dr.	Tradewinds Blvd.
Windridge Cir.	Mockingbird Ln. (both intesections)
Windrift	Crowley Blvd.
Winfield Rd.	“H” St.
Winfield Rd.	Humble Ave.
Winfield Rd.	“I” St.
Winfield Rd.	“L” St.
Winfield Rd.	Seaboard Ave.
Wolcott Ave.	Baird St.
Wolcott Ave.	Terrell St. (eastbound)
Wolcott Ave.	Main St.
Wood Dr.	Oriole Dr.
Wood Dr.	Valwood Dr.
Woodbar Ct.	Northcrest Dr.
Woodcrest Dr.	Cuthbert Ave.
Woodcrest Dr.	Princeton Ave.
Woodcrest Dr.	Ric Dr.
Woodcrest Dr.	Sinclair Ave.
Woodcrest Dr.	Storey Ave.
Woodhaven Ct.	Skyline Dr.
Woodhaven Dr.	Skyline Dr.
Woodhollow Dr.	Briarpath Dr.
Woodhollow Dr.	Hilltop Dr. / Lemonwood Dr.
Woodhollow Dr.	Mathis St.
Woodhollow Dr.	Northcrest Dr.
Woodhollow Dr.	Oriole Dr.
Woodland Park Ave.	“A” St.
Woodland Park Ave.	Breckenridge Dr.
Woodland Park Ave.	Gunnison Dr.
Woodrose	Barking Rock

ON	AT
Wrangler Ln.	Lone Star Ln.
Wright Dr.	Sloan Field Blvd.
Wydewood Dr.	Dengar Dr.
Wydewood Dr.	Dentcrest Ave.
Wydewood Dr.	Everglade Ave.
Wydewood Dr.	Neely Ave.
Wydewood Dr.	Sinclair Ave.
Wylea Cv.	Lindora Way
Yellow Rose Ct.	Buffalo Gap
Yorkshire Dr.	Sherwood Dr.
Yorkshire Dr.	Widener Strp.

SECTION TWO. That the Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations in conformance with the State Highway Department's Manual and Specifications, indicating and carrying out the provisions of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars ($200.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
March 23, 2021

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Nick Hood	09/15	Sept 30 2021	Sept 30 2021
Armand “Chip” Smith	09/18	Sept 30 2021	Sept 30 2024
Scooter Brown	09/16	Sept 30 2022	Sept 30 2022
Wes Reeves	08/15*	Sept 30 2023	Sept 30 2023
Justin Kuethe	09/19	Sept 30 2022	Sept 30 2025
Nick McClure	09/19	Sept 30 2022	Sept 30 2025
Gena Linebarger	09/20	Sept 30 2023	Sept 30 2026
Butch Morgan	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Joshua Lorenz	09/20	Sept 30 2023	Sept 30 2026

Justine Ruff (Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Leah Lewis	09/17	Sept 30 2021	Sept 30 2025
Robert “Robin” Donnelly	11/13	Sept 30 2021	Sept 30 2021
Dr. (Erickson) Lee (Veterinarian)	05/14	Sept 30 2022	Sept 30 2022
Alyson Dial	09/18	Sept 30 2022	Sept 30 2026
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Sept 30 2028
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028

Leah Lewis (Liasion)

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	Appt Date	Term Expires	Eligibility Expires
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
Ron Ainsworth (Plumbing & Mechanical Contractor)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
David Hickman (Fire Protection)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	Appt Date
Carl Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
Courtney Black	06/18
Brian Sales	06/18
Chuck Harrington	06/18
Jose Ortiz	06/18

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

4 2020, 3 -2021

	Appt Date	Term Expires	Eligibility Expires
Ellen K. Ramsey	10/18	Sept 30 2021	Sept 30 2023
VACANT (Williamson)	10/18	Sept 30 2021	Sept 30 2023
David Blackketter	10/18	Sept 30 2021	Sept 30 2023
Joey Hopkins	10/18	Sept 30 2022	Sept 30 2022
Alex Singh	10/18	Sept 30 2022	Sept 30 2022
Becky Wisdom	10/18	Sept 30 2022	Sept 30 2022
Brandon Ofield	09/20	Sept 30 2022	Sept 30 2024

Lori Blong (Council Liasion)

MANAGED COMPETITION COMMITTEE

(Ad Hoc)

	Appt. Date
Jon Morgan	01/02
Wes Perry	01/02
Roy Nelson	01/02
Hugh “Andy” Shaffer	12/03
Scott Dufford	01/02
Ted Tipton	04/04
Kevin Sparks	11/07
Scott Lovett	04/10
P. Lourcey Sams	04/10

Ex-Officio members are the Mayor and the City Manager.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2021

MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2022	Jan 14 2025
Wesley Bownds	07/15*	Jan 14 2022	Jan 14 2022
Barry Simpson	01/19	Jan 14 2022	Jan 14 2025
Stephen Lowery	01/17	Jan 14 2023	Jan 14 2023
P Lourcey Sams	04/20	Jan 14 2023	Jan 14 2026
Jill Pennington	04/20	Jan 14 2023	Jan 14 2026
VACANY (Bedell)	04/20	Jan 14 2023	Jan 14 2026

MIDLAND FRESH WATER SUPPLY DISTRICT #1

(Ad Hoc)
(3 Non Voting Members)

	Appt Date
Wes Perry	05/12
Gary Harris	05/12
Wayne Merritt	05/12

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Steve Jones	**09/08***	**Jan 1 2010**	**Jan 1 2012**
Cathy Oestmann	**11/05***	**Jan 1 2010**	**Jan 1 2010**
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2009**	
Curt Kamradt	**11/05***	**Jan 1 2014**	**Jan 1 2014**

Sharla Hotchkiss (Liaison)

MIDLAND HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd.)

Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Sylvestor Cantu	09/18*	Oct 2021
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2021
Wes Gotcher	09/20	Oct 2022
Robert Lehrer	09/20	Oct 2022
Dennis Bade	09/12	Oct 2022

Isaac Garnett (Staff Liasion)

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

	Appt. Date
Vacancy	
W. L. “Scooter” Brown	09/04
Vacancy	
Richard Hatchett	11/08
Vacancy	
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)
(Membership - 6; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
VACANT (Westmoreland)	06/18*	Sept 30 2020	Sept 30 2022
E. J. Baldridge	10/18	Sept 30 2022	Sept 30 2022
Iris Foster	06/18*	Sept 30 2022	Sept 30 2022
Joseph Sanchez	12/19	Sept 30 2021	Sept 30 2023
Jack Ladd	07/20	Sept 30 2022	Sept 30 2024
John Norman	07/20	Sept 30 2022	Sept 30 2024

OIL AND GAS ADVISORY COMMITTEE

(Advisory)
(Membership – 5; Terms – 3 Years expiring 2-2-1)
2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	Appt Date	Term Expires	Eligibility Expires
Stephen Brumley (Petroleum Eng.)	11/15	Sept 30 2021	Sept 30 2021
Bill Lanier (Real Estate)	09/18	Sept 30 2021	Sept 30 2024
Scott Bowden (Real Estate)	10/19	Sept 30 2022	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2022	Sept 30 2025
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
Shirley Howard	02/16*	Sept 30 2021	Sept 30 2024
Connie Ferguson	09/16	Sept 30 2022	Sept 30 2022
Stephanie Martin	10/16	Sept 30 2022	Sept 30 2022
Laura Smith	10/19	Sept 30 2022	Sept 30 2025
Francis Schammel	10/19	Sept 30 2022	Sept 30 2025
Susannah Prucka	04/20	Sept 30 2023	Sept 30 2026
Lynn Rogers	04/20	Sept 30 2023	Sept 30 2026
Dal Watson	09/20	Sept 30 2023	Sept 30 2026
Ron Stroman	09/20	Sept 30 2023	Sept 30 2026

Tina Juaz (Liaison)

John Norman (Council Liaison)

PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH AND MENTAL RETARDATION

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Larry Edgerton (City)	07/10*	June 2021
Ryan Peckham (City)	08/20	June 2022

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
John B. Love III	01/14
Hugh A. “Andy” Shaffer	09/05

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Reggie Lawrence	09/14*	Sept 30 2021	Sept 30 2021
Chase Gardaphe	01/14*	Sept 30 2022	Sept 30 2022
Karmen Bryant	02/19*	Sept 30 2022	Sept 30 2025
Diane Williams	09/17	Sept 30 2023	Sept 30 2023
Lucy Sisniega	09/20	Sept 30 2023	Sept 30 2026
Stacey Jo Grosse	09/20	Sept 30 2023	Sept 30 2026
Zachary Deck	09/20	Sept 30 2023	Sept 30 2026

ALTERNATES:

Emily Holeva	09/20	Sept 30 2023	Sept 30 2026
Adrian Carrasco	09/20	Sept 30 2323	Sept 30 2026

ZONING BOARD OF ADJUSTMENT
AND
AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	Appt Date	Term Expires	Eligibility Expires
Matthew Wallace	07/15*	Sept 30 2020	Sept 30 2020
Derek Whiting	01/18*	Sept 30 2021	Sept 30 2023
E.J. Baldridge	02/18	Sept 30 2021	Sept 30 2023
Reed Claybrook	03/19*	Sept 30 2022	Sept 30 2024
Robert Gray	01/21	Sept 30 2024	Sept 30 2026

ALTERNATES: (not applicable to Airport Zoning)

James Robert Franklin	Sept 30 2021
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 10/14/2020

Name: James "Jim" Murphy

Phone: (432) 557-1833 **(Home)**

(432) 631-2745 **(Business)**

Address: 6300 Chickasaw

Midland TX 79705

(City) (State) (Zip)

Email: Jimm.murf@gmail.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 29 **years.**

Occupation: Assistant District Manager - GNL Crude Transportat

Professional and/or Community Activities:

Servant leader at Stonegate Fellowship, Troop Dad for daughters Girl Scout Troop, and enjoy helping youth learn more about aviation

What is your personal vision for the City?

My vision for Midland is to help people feel at home in our town as opposed to just being here for work. Also to make our aviation and public transportation infrastructure convienient and safe for all that live in or pass through our city.

Please specify any time constraints you may have.

I am on call 24-7 so things do pop up that are out of my control. Most of the time I can make arrangements that allow me to attend scheduled events.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

Please tell us why you are interested in serving on this board or commission.

I have always had an interest in the aviation community and I enjoy serving others. I believe that my experience as a pilot and knowledge of the industry would help our airports better serve the community.

What contribution would you most like to make?

I would like to be a voice for the continued growth of our Air and Spaceport. I believe that we have many people in the community that can fill these roles in the future and help to deversify our economy.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland Odessa Urban Transit District Board

What contribution would you most like to make?

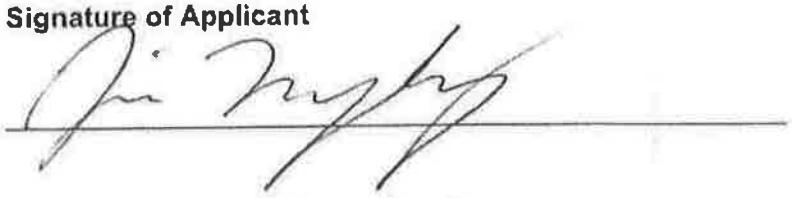
I would like to help the public transportation system serve the people of Midland in the most effecient and safe manor possible.

Additional pertinent information or references:

I currently work in the transportation industry and have been to several MOTRAN meetings.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 10-14-2020

Name: Khris O'Grady

Phone: 432-634-6352 (Home)
432-684-4465 (Business)

Address: 6306 Homestead Blvd

Email: Ogratomt@suddenlink.net

Midland (City) Tx (State) 79707 (Zip)

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☑ no

I have lived in Midland 34 years.

Occupation: Office Manager, Blog Manager

Professional and/or Community Activities:

Employed @ Leslie Hendrix Wood Interiors, Member St Ann's Church (volunteer Faith Formation, Life Teen) Member & office Lee High Rebel Volleyball Booster Club 2012-2019), Member DAR (Colonial Thenneius Dei Chapter)

What is your personal vision for the City?

Thriving Economy, low taxes, good & safe roads, low crime, great schools

Please specify any time constraints you may have.

NONE

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

Please tell us why you are interested in serving on this board or commission.

There is an opening on this board and I want to get involved in City goverment and learn new things.

What contribution would you most like to make?

Make the best decisions for the City of Midland
Become more involved in city

Additional pertinent information or references:

Texas A+M Graduate BBA in Marketing
Worked in Advertising & Marketing before having children.
Returned to work in 2018.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Khris O'Grady

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 9/28/2020

Name: James Gerety

Phone: 432-967-3030 **(Home)**

Address: 6404 Homestead Blvd

432-570-1990 **(Business)**

Midland CA 79707

Email: james.gerety@att.net

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 21 **years.**

Occupation: Domino's Pizza Franchisee

Professional and/or Community Activities:

Board Member Midland Community Theater 2007-2008

Board Member Breaking Bread Kitchen 2003-2009, 2018 to present Treasurer

Board Member Domino's Franchisee Association 2007- Present, Board Presidnet 2012-2019

What is your personal vision for the City?

To continue the growth of our city into a more diverse business community by attracting new businesses and provide a business friendly environment.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Please tell us why you are interested in serving on this board or commission.

Would like to improve the attractiveness of businesses coming to the city/airport area for space and aeronautical related purposes and distribution services.

What contribution would you most like to make?

Provide viewpoints and feedback from a business perspective that can improve our community.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Asa Franchisee of Domino's Pizza I employ over 700 people from Abilene to Pecos. We are proud to own 6 stores in Midland employing over 150 people. I have a desire to serve and give back to the community that has provided our family an opportunity to serve them.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

James Gerety Digitally signed by James Gerety
Date: 2020.09.28 13:04:18 -05'00'

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 2/4/2021

Name: Brennan Berry

Phone: (646) 460-4778 **(Home)**

Address: 1503 Harvard Ave.

(432) 242-8850 **(Business)**

Midland TX 79701

Email: bberry@erpfunds.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 5 **years.**

Occupation: Real Estate Investment

Professional and/or Community Activities:

Currently work as the Chief Operating Officer of ERP Funds, a Midland-based real estate investment fund that focuses on commercial real estate investments in the Permian Basin. I graudated from the Leadership Midland Class of 2018 and currently serve on the Midland Community Theater Board of Governors.

What is your personal vision for the City?

Midland is a city of entrepreneurs that have created an incredibly successful city however I think for Midland to really succeed in the future, we need to focus much more on quality of life and a big part of that is focusing on aesthetic improvements and amenities that all Midlanders can take advantage of.

Please specify any time constraints you may have.

Available to meet most weekdays, either during business hours or afterwards. I am generally pretty flexible in regards to timing.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

MIDLAND DEVELOPMENT CORPORATION

Please tell us why you are interested in serving on this board or commission.

The MDC plays a key role in business development in the city along with infrastructure improvements, both of which I am particularly interested in. As someone who does not directly work in Oil & Gas, I see the need to help diversify the local economy and encourage

small businesses to grow in our region.

What contribution would you most like to make?

With a backgroud in real estate, hospitality and project management, I believe I can share unique insights with the board and provide a small business perspective. I'd also like to specifically work on attracting new businesses to Midland that can help achieve some of the quality of life goals for the city.

Additional pertinent information or references:

I am a licensed real estate broker in Texas which I believe could be a qualification of interest to the board.

(2) Name of Board/Commission:

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

What contribution would you most like to make?

I'd like to help prioritize projects that can be funded from the Hotel/Motel Tax that would most benefit the city and attract visitors to the area, particularly with business and leisure travel starting to return in 2021. With a new convention center in place, it will be critical to promote Midland as a destination to help ensure its success.

Additional pertinent information or references:

Prior to moving to Midland and joining ERP, I worked for Four Seasons Hotels and Resorts in both Dubai and London, focusing on business development, which I believe would serve me well on this board.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 1/28/2021

Name: Brad Bullock

Phone: 432.559.3761 **(Home)**

Address: 7212 ecr 114

432.262.1627 **(Business)**

Midland TX 79706

Email: bbullock@cnbtx.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 15 **years.**

Occupation: Banker

Professional and/or Community Activities:

Past: MOSC Boardmember, Treasurer, President; BasinPBS Boardmember, Vice President; COM Planning and Zoning Commissioner, Graduate of Leadership Midland

Current: MCDC Boardmember, President, Chairman of Hillcrest Village Project; MCT Boardmember

What is your personal vision for the City?

To create collaborative efforts within the city among the private sector and the public sector to enhance the quality of life for all citizens. To foster efforts to make Midland a destination to live, not just because there is a job opportunity, but because Midland is where you want to be.

Please specify any time constraints you may have.

MCDC Board meetings third Thursday of the month 1200-130pm; Community National Bank Board meetings third Wednesday of every month all day; MCT Board meetings every other month on the third Thursday from 500-630pm

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

As a lifetime banker, finding opportunities to assist businesses that already call Midland home as well as attracting businesses from outside is near and dear to my heart. As COO of Communtiy National Bank, strengthening the workforce of Midland is also

something of keen interest.

What contribution would you most like to make?

Not being a native Midlander, I bring a unique perspective of what attracted me to come to Midland and what keeps me here. As a father of four, I want my children all to grow up in a community that they are proud to call home and that when they grow up will consider keeping their roots planted here.

Additional pertinent information or references:

MCDC's Hillcrest Village project is no longer a project that will be seeking support from MDC amd has been re-imagined as a SFR development similar to other MCDC projects in the past. If MCDC was to be seeking funding from MDC, there would be a conflict of interest. However, none now exists.

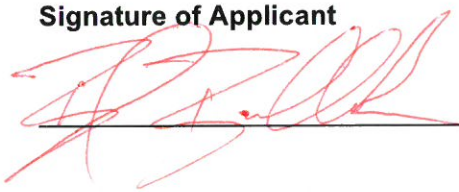
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 02/04/2021

Name: Brandi Alexander

Phone: 432-528-8920 **(Home)**

Address: 403 Pinewood Ct

432-617-9156 **(Business)**

Midland TX 79705

Email: balexander@firstbanktexas.com

(City) (State) (Zip)

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 5 **years.**

Occupation: Marketing Director

Professional and/or Community Activities:

Current Board President for Midland Boys and Girls Club, Past Board President for Communities in Schools of the Permian Basin, Pa

Member of the Junior League of Odessa (7 years), Generations Graduate, Leadership Odessa Graduate

What is your personal vision for the City?

Personally, I would like to see more opportunities for families and education, such a Science Spectrum, or along those lines.

Midland has done a wonderful job at providing many restaurants, adequate housing, and shopping that are important

to our revenue streams and will be essential as we continue to grow.

Please specify any time constraints you may have.

I do work from 8:00 to 5:00 pm, but work allows for board meeting attendance.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I have lived most of my life in the Permian Basin, and I am vested in making the area the best place to live. It is important to

have great opportunities for our families here and keep our area appealing.

What contribution would you most like to make?

I would like to contribute any expertise I can provide as an involved community member. In my years here, I have worked with several non-profits to grow our outreach through the communities and be effective. It has given me a clear view of many of our community needs and what we can do to make our city the best it can be.

Additional pertinent information or references:

Britney Mann: 432-556-4739, served with on past boards and have a strong business relationship with.

David Shipman: 432-212-8890, Currently work with at the bank and have served on boards with him.

Christi Callicoate: 432-553-6889, Strong business relationship and have worked together for non-profits

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Brandi Alexander

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PLEASE TYPE OR PRINT CLEARLY:

Date: 2/18/2021

Name: Garner Gonzales

Phone: 432-967-0699 **(Home)**

Address: PO Box 125

432-684-6410 **(Business)**

Midland Texas 79702

Email: garner@gonzalescontractors.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 25 **years.**

Occupation: Owner/General Contractor

Professional and/or Community Activities:

I serve as Vice President of Gonzales Contractors, LLC

Graduating this upcoming Summer 2021 with my Master of Business Administration from The University of Texas Permian Basin.

What is your personal vision for the City?

I am very passionate about my beautiful West Texas city of Midland.

I am eager to get involved in making Midland's growth and economic future prosperous.

My main goal is to make Midland a better place and leave Midland exponetially better for the next generation to come.

Please specify any time constraints you may have.

As I am the owner of my business, I am very flexible and can make time for any board meeting or gatherings.

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(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

As I stated before, I am eager to get involved in making Midland's growth and economic future prosperous.

I want to get involved and truly see this as a great starting point.

What contribution would you most like to make?

I am a business owner and general contractor and would bring great aid and advice to making these development decisions.

Additional pertinent information or references:

Mayor Patrick Payton

Aron Marquez- CEO of Wildcat Oil Tools

Dale Redman - Former CEO of ProPetro Services Inc.

(2) Name of Board/Commission:

Building Codes Review Committee/Construction Board of Adjustments & Appeals

What contribution would you most like to make?

I am a business owner and general contractor and would bring great aid and advice to making these building code review decisions.

Additional pertinent information or references:

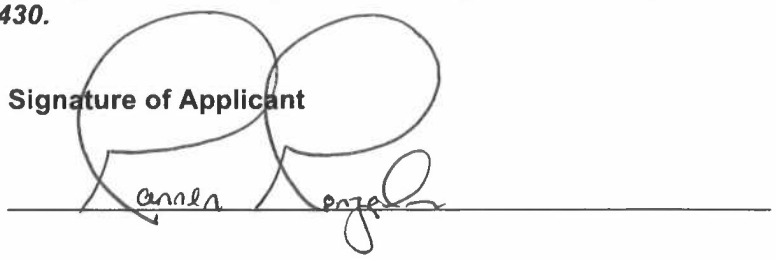
David Arrington - CEO of Arrington David H Oil & Gas

Justin Herricks-CEO of Precision Pipe Rentals

Zahir Noormohamed, CPA- Owner of Accounting Noormohamed Zahir

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Signature of Applicant



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Midland, TX 79702

FAX: (432) 685-7433

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Print Application

MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 1/19/2021

Name: Vicky Hailey

Phone: 432-235-2044 **(Home)**

Address: P.O. Box 50008

432-688-4315 **(Business)**

Midland TX 79710

Email: vickyhailey@att.net

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 67 **years.**

Occupation: Administrative Assistant

Professional and/or Community Activities:

Served on the City Council for three consective terms (2003-2013)

What is your personal vision for the City?

My vision for Midland is to grow and change with the times and be inclusive for the entire city.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

I served on this board while on City Council.

What contribution would you most like to make?

I will work for a shared vision for all of Midland. I am a good team player.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 1/14/2021

Name: Elizabeth Rader Haigler

Phone: 307-631-8537 **(Home)**

Address: 1409 Pine Ave W **(Business)**

Midland TX 79705

Email: ezrader@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 3 **years.**

Occupation: HR Professional

Professional and/or Community Activities:

Oil and Gas Industry Professionals, Chi Omega Women's Fraternity- Midland Alum Chapter President

Young Professionals in Energy- Midland Chapter, Schnauzer Rescue of Houston- foster parent

Make a Wish- volunteer, Junior Achievement of Houston

What is your personal vision for the City?

Midland reminds me of my hometown and it is a place that I want to live in, thrive in, and show others how fantastic of a gem it is.

I see the need to help support all aspects of the area, not just for it's economic gains. I see Midland as a fast growing, business

oriented place that can be a hub for young professionals, business entrepenurers, but also a place for families and community to grov

Please specify any time constraints you may have.

I will be able to make time needed for this opportunity.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

I am willing to serve on any board that has need- my professional roles have included the areas of Strategic Planning,

Higher Educaiton, Non-Profit Organizations, Women's Leadership Boards, and Human Resources.

Boards that I might fit best include: City Development Advisory Committee, Personnel Board of Appeals, Midland Higher Education F

Please tell us why you are interested in serving on this board or commission.

I have a passion for civic engagement and helping shape the strategy and innovations where ever I am. I have lived in Dallas and

Houston but I am from a town very similar to Midland. I believe that I can help mold and support Midland as a place

for businesses, young professionals, families, and exciting new business endevors while partnering with oil/gas businesses.

What contribution would you most like to make?

I have experience on working with teams, setting goals, and outlining ways to make improvements that reduce waste and approach problems in new ways. I would like to spend my time with others brainstorming and coming up with ways to support Midland and everything this city has to offer.

Additional pertinent information or references:

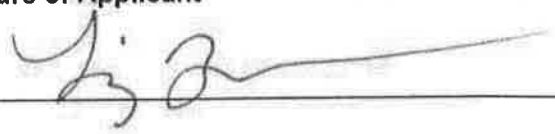
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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City Secretary's Office
PO Box 1152
Midland, TX 79702
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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 1-27-2021

Name: DANIEL NORWOOD

Phone: 432-682-5544 (Home)

Address: 1705 MABERRY

MIDLAND, TX. 79705

(City) (State) (Zip)

432-413-2764 (Business)

Email: danny@dannynorwood.com

I am [✓] I am not [ ] a U.S. Citizen

→ I started it in Fall of 2019 but it ended early bc of COVID.

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] yes [ ] no

I have lived in Midland 62 years.

Occupation: Realtor - Legacy Real Estate for 29 years.

Professional and/or Community Activities:

PAST BOARD MEMBER of AM. CANCER Society, Big Brother Big Sisters, March of Dimes, & High Sky Childrens

What is your personal vision for the City?

TO See it continue to grow IN A controlled WAY, if possible - ie - have enough Affordable housing AVAILABLE.

Please specify any time constraints you may have.

NONE

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

I'M NOT really picky but in order it would be: (1) Citizens Development (2) Urban Transit, (3) Zoning Board of Adjustment.

Please tell us why you are interested in serving on this board or commission.

Again, I'M NOT picky, just want to get involved ON BOARDS AGAIN.

What contribution would you most like to make?

I WAS VERY INVolved ON BOARDS YEARS AGO & QUIT WHEN MY GIRLS WERE BORN. THEY ARE BOTH GRown & GONE & I WOuld like to get INVolved AGAIN.

Additional pertinent information or references:

NATIVE MIDLANDER, GRADUATE OF MHS, GRADUAT AT VT-AUSTN WITH A FINANCE degree, returned to MIDLAND WAS IN BANKING FOR SEVERAL YEARS before getting into Real estate.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Janice Norman

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PLEASE TYPE OR PRINT CLEARLY:

Date: 2/22/2021

Name: Guy McKenzie

Phone: 432-770-1990 **(Home)**

Address: 5213 Green Tree Blve

432-770-1990 **(Business)**

Midland TX 79707

Email: priimesourceguy@suddenlink.net

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 40 **years.**

Occupation:

Professional and/or Community Activities:

TIRZ. Midland Housing , Midland Odessa Transit Board. United Way, Big Brothers and Big Sisters, Mid-Cities Church,

Kiwanis Club, Life Time Member Midland Chamber Ambassador

What is your personal vision for the City?

Vitality, growth, All American City, Diversification, All aspects of making and keeping Midland great and attractive to live and do

business in

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Developement Corporation

Please tell us why you are interested in serving on this board or commission.

I have intrerest in serving my community and I like its MIssoin Statement . I have a real estate developement background and

that I feel could b helpful in making good decisions.

What contribution would you most like to make?

Good and sound decisions through my experience in the community.

Additional pertinent information or references:

Mike Davis - Lonestar State Bank President

Garth Wright - Lonestar State Bank

Michael Trost

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Date: 2/24/2021

Name: Stephen Taylor

Phone: 432-230-5969 **(Home)**

Address: 404 Veteerans Airpark Lane 432-262-2700 **(Business)**

Midland TX 79705

Email: steve.taylor@ngsgi.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 16 **years.**

Occupation: Engineer/Manager

Professional and/or Community Activities:

Board member-public company

President (past)-Homeowners Association

What is your personal vision for the City?

Midland should continue to promote its oil and gas heritage, but I think there is room to develop a reputation as a desirable place to retire. The weather here is good and the tax base advantages are excellent for the city.

Please specify any time constraints you may have.

I can pretty well adjust my schedule for meetings and other activities. I wouldn't anticipate any issues.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I have an extensive background in business and I think I can contribute the perspective of what industries might be beneficial for Midland to pursue.

What contribution would you most like to make?

I'd like to see the MDC become more innovative, entreprenuerial and venture driven. Not to the point of frivolity because capital conservation and allocation is important, but to be seen as more dynamic. There needs to be a business aspect to it...does the money derived from MDC activities exceed the money spent?

Additional pertinent information or references:

Larry Lawrence-Midland College Trustee (cell 432-664-5511)

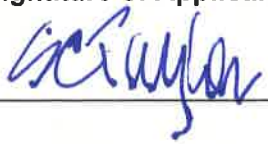
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 1/28/2021

Name: Clint Williamson

Phone: 432-217-2542 **(Home)**

Address: 1410 Country Club Drive 432-247-6220 **(Business)**

Midland TX 79701

Email: clintewilliamson@gmail.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 8+ **years.**

Occupation: Corporate Affairs Lead

Professional and/or Community Activities:

MARC -Board Member (Secretary); Senior Life - Resource Committee Member; Midland Education Foundation -- Board Member; High Sky Children's Ranch (Board Member)

What is your personal vision for the City?

Midland has changed substanially in the last ten years. The city has emerged as the leading city in the Permian Basin. Our leadership and community stakeholders must accept this mantle of responsibility and lead the region in an effort to ensure our voices are heard around the state, in Austin and beyond.

Please specify any time constraints you may have.

I have flexibility in my schedule.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

The mission of this board is critical in making determiniations to fund venues and organizations that bring visitors (revnue) to Midland. During these depressed commodity price times, the board must make strategic choices in where to invest limited resources. The

board needs to make choices that make a dollar stretch further.

What contribution would you most like to make?

I have a history of service to education organizations in Midland, I would like to bring the perspective of a education advocate and public school parent to the board. What can this board due (during its decision making) to promote education forums in Midland? Midland should be the meeting hub for the various ISDs around the basin to come togetehr and discuss best practices.

Additional pertinent information or references:

Happy to supply references upon request.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 2/11/2021

Name: Zachary Deck

Phone: 703-659-5911 **(Home)**

Address: 1607 W Tennessee Ave

(Business)

Midland TX 79701

Email: zachary.e.deck@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 15 **years.**

Occupation: Senior Production Engineer at Diamondback Energy

Professional and/or Community Activities:

Midland Planning and Zoning Commission, Midland Spaceport Development committee, Rock the Desert board of directors, Midland real estate investors group, Stonegate student leader

What is your personal vision for the City?

I would like to see Midland become a hub of activity for economic and personal growth for the residents of the Permian Basin. I envision growing economic diversity growing Midland's ability to be the leader of the Permian. I have a vision of the city becoming a place where recent transplants increasingly want to put down roots and make Midland their home for years to come.

Please specify any time constraints you may have.

Planning and Zoning commission every other Monday in the afternoon. Student leader once a week for the remainder of the school semester. The remaining commitments are on a monthly or quarterly basis.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

While some may say the transition has already taken place, I believe Midland is on the threshold of transitioning from an oil town to an economically diverse and resilient economy. I am interested in bringing my experience and exposure from Washington DC home

to Midland to help us think outside the box and help Midland become the bellwether of the Permian of which we all know it capable.

What contribution would you most like to make?

I am extremely encouraged with the development that has been taking place recently at the Spaceport as well as the downtown revitalization. I am passionate about entrepreneurs and business development and would love the opportunity to be a part of MDC and help fledgling and growing business realize all the resources MDC makes available.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

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MIDLAND DEVELOPMENT CORPORATION
(Membership - 7: Terms - 3 Years - Staggered)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Chase Gardaphe	Jan 14 2022	70%	7	10	Yes	
Wesley Bownds	Jan 14 2022	100%	10	10	Yes	
Barry Simpson	Jan 14 2022	90%	9	10	Yes	
Stephen Lowery	Jan 14 2023	100%	10	10	Yes	
P Lourcey Sams	Jan 14 2023	40%	4	10	Yes	Appointed April 2020
Jill Pennington	Jan 14 2023	40%	4	10	Yes	Appointed April 2020
VACANT (Bedell)	Jan 14 2023	40%	4	10	Yes	

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Brad Bullock		
Brennan Berry	CDHMAB	
Brandi Alexander		
Garner Gonzales		
Zachary Deck		
Guy McKenzie		
Stephen Taylor		

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory; Membership - 7: Terms - 2 Years Staggered)

4-2020, 3-2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Joey Hopkins	Sept 30 2022	100%	3	3	Yes	
Brandon Ofield	Sept 30 2022	0%	0	3	Yes	Appt. 9/2020
Alex Singh	Sept 30 2020	100%	3	3	Yes	
Becky Wisdom	Sept 30 2020	100%	3	3	Yes	
Ellen K. Rasmsey	Sept 30 2021	100%	3	3	Yes	
VACANT (Williamsom)	Sept 30 2021	0%	0	3	Yes	
David Blackketter	Sept 30 2021	100%	3	3	Yes	

APPLICANTS NAME	Additional Boards Applying to	NOTES
Elizabeth Haigler		
Vicky Hailey		
Daniel Norwood		
Clint Williamson		
Brennan Berry	MDC	

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Matthew Wallace	Sept 30 2020	75%	3	4	No	
Derek Whiting	Sept 30 2021	100%	4	4	Yes	
E.J. Baldridge	Sept 30 2021	100%	4	4	Yes	
Reed Claybrook	Sept 30 2022	50%	2	4	Yes	
Robert Gray	Sept 30 2024	0%	0	4	Yes	Appointed January 2021
ALTERNATES: (not applicable to Airport Zoning)						
James Robert Franklin	Sept 30 2021					
VACANCY	Sept 30 2019					
VACANCY	Sept 30 2020					

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
James Gerety		
James "Jim" Murphy		
Khris O'Grady		

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD
(Advisory; Membership - 6: Terms - 2 Years Staggered)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
VACANT (Westmoreland)	Sept 30 2019	0%		10	Yes	
E.J. Baldridge	Sept 30 2019	90%	9	10	Yes	Still Intrested in Serving
Iris Foster	Sept 30 2019	90%	9	10	Yes	Still Intrested in Serving
Joseph Sanchez	Sept 30 2020	70%	7	10	Yes	Appointed Dec 2019
Jack Ladd	Sept 30 2020	10%	1	10	Yes	Appointed July 2020
John Norman	Sept 30 2021	0%	0	10	Yes	Appointed July 2020

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
James "Jim" Murphy		
Daniel Norwood		