

**CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
May 14, 2024 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall**



A quorum of the City Council intends to be physically present at the aforementioned location.

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

OPENING ITEMS

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

PRESENTATIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:
 - 3a. Presentation of Certificates of Completion to the graduates of Midland 101 2023-2024 class.
 - 3b. Presentation of Proclamation for the "TLCA Track State Champions Day"
 - 3c. Presentation of Proclamation for the "TLCA Band State Champions Day"
 - 3d. Presentation of Proclamation for "ALS Awareness Month"
 - 3e. Presentation from Planning and Development Officer Elizabeth Triggs regarding Hogan Park Golf Course Developments.
 - 3f. Presentation from Assistant City Manager Jose Ortiz regarding Solid Waste Needs.
 - 3g. Presentation from Utilities Director Carl Craigo regarding Comprehensive Water Study.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

4a. REGULAR SESSION OF APRIL 23, 2024

5. 2024-074 – RESOLUTION ADOPTING A CAPITAL FUNDING PLAN FOR SANITATION INFRASTRUCTURE AND GOLF COURSE IMPROVEMENTS **(DISTRICT: NONE) (FINANCE) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
6. 2024-075 – DISCUSSION AND CONSIDERATION OF ALL MATTERS INCIDENT AND RELATED TO APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, INCLUDING THE ADOPTION OF A RESOLUTION PERTAINING THERETO **(DISTRICT: NONE) (FINANCE) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
7. 2024-076 – RESOLUTION APPROVING THE PURCHASE OF THREE (3) UTILITY BODIES FROM FABCO INDUSTRIES, INC., FOR A TOTAL COST OF \$114,195.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
8. 2024-077 – RESOLUTION APPROVING THE PROCUREMENT OF ENGINE RECONDITIONING SERVICES FOR A CATERPILLAR COMPACTOR FROM WARREN POWER & MACHINERY, INC., THROUGH SOURCEWELL FOR A TOTAL COST OF \$111,405.75 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
9. 2024-078 – RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) RAS PUMPS FROM ODESSA PUMPS AND EQUIPMENT, INC., THROUGH BUYBOARD FOR A TOTAL COST OF \$130,402.00 **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
10. 2024-079 – RESOLUTION AWARDING A CONTRACT FOR JANITORIAL SERVICES FOR CITY BUILDINGS TO SOUTHERN CLEANING SERVICE, INC., IN THE AMOUNT OF \$428,400.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
11. 2024-080 – RESOLUTION AWARDING A CONTRACT TO WIND AND SUN PROTECTION, INC., IN THE AMOUNT OF \$128,415.63 FOR THE INSTALLATION OF LITTER NET FENCING AT THE CITY OF MIDLAND LANDFILL **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
12. 2024-081 – RESOLUTION AWARDING A CONTRACT FOR THE T24-03 ON-CALL TRAFFIC SIGNAL PROJECT TO THE SOLE BIDDER, WILLIS ELECTRIC CO., L.P. OF ABILENE, TEXAS, AT A TOTAL COST NOT TO EXCEED \$500,000.00; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
13. 054-2024 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE A DIRECT CASE RATE PRACTITIONER AGREEMENT WITH
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MIDLAND DERMATOLOGY AND TO EXECUTE ANY OTHER DOCUMENTS AND TO TAKE ANY OTHER ACTIONS NECESSARY TO GIVE EFFECT TO SAID AGREEMENT. **(DISTRICT: ALL) (ADMINISTRATIVE SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

14. 055-2024 – MOTION AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO THAT CERTAIN NONEXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT DATED MARCH 29, 2023, BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN AVIATION MAF, LLC **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**
15. 2024-082 – RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE MAY 4, 2024 SPECIAL ELECTION FOR ONE CITY OFFICER **(DISTRICT: ALL) (CITY SECRETARY’S OFFICE)**
16. 2024-083 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) TO DRILL 11 OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 215 FEET AND 539 FEET EAST OF LAMESA ROAD AND BETWEEN 755 FEET AND 835 FEET NORTH OF LOOP 250); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
17. 056-2024 – MOTION AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER OR AN ASSISTANT CITY MANAGER (COLLECTIVELY, THE “CITY MANAGER’S OFFICE”) TO ACCEPT, ON BEHALF OF THE CITY OF MIDLAND, A 5.2689-ACRE RIGHT-OF-WAY DEDICATION OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FROM CWS ROYALE SW, L.P. FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, DRAINAGE AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER’S OFFICE TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCEPT THE RIGHT-OF-WAY DEDICATION; AND ORDERING THE CITY SECRETARY TO RECORD THE INSTRUMENT DEDICATING SAID RIGHT-OF-WAY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS **(DISTRICT 4) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
18. 057-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-008) WITH PERMIAN DEEP ROCK OIL COMPANY, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 13 AND 14, BLOCK 39, T-1-S, MIDLAND COUNTY, TEXAS **(DISTRICT 2) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

SECOND READINGS

19. 10513 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 60 FEET NORTH OF EAST NEW YORK 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 (FIRST READING HELD ON APRIL 23, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE**
20. 10516 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 37.542-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO AE, AGRICULTURAL ESTATE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF MOCKINGBIRD LANE, APPROXIMATELY 840 FEET WEST OF NORTH A 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 (FIRST READING HELD ON APRIL 23, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**
21. 10517 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,100-SQUARE FOOT PORTION OF LOT 1A, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 1,105 FEET WEST 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 (FIRST READING HELD ON APRIL 23, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
22. 10518 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 478 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK 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 (FIRST READING HELD ON APRIL 23, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

PUBLIC HEARINGS

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

23. 10519 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 4.352-ACRE TRACT OF LAND OUT OF TRACT 4, PARKER ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF TODD DRIVE, APPROXIMATELY 420 FEET SOUTH OF EAST GOLF COURSE ROAD), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A WILDLIFE REHABILITATION CENTER; 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**
24. 10520 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, 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 TYLER STREET, APPROXIMATELY 55 FEET SOUTH OF EAST CALIFORNIA 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE**
25. 10521 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST CALIFORNIA AVENUE AND SOUTH TYLER 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE**
26. 10522 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF
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MIDLAND TO REZONE LOTS 7 AND 8, BLOCK 15, 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 AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH TILDEN STREET AND EAST WASHINGTON 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE**

27. 10523 – AN ORDINANCE VACATING AND ABANDONING A 0.25-ACRE PORTION OF SINCLAIR AVENUE RIGHT-OF-WAY AND A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO THE NORTH 380 FEET OF THE EAST HALF OF THE SOUTH HALF OF TRACT 2, SUNSET ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$7,623.00; WAIVING THE FEE FOR SAID VACATION AND ABANDONMENT; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; REPEALING ORDINANCE NO. 10489; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT 3) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

PUBLIC COMMENT

28. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

EXECUTIVE SESSION

29. 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 551.074, Personnel Matters
 - a.1. Deliberate the employment, evaluation, and duties of the City Manager, City Attorney, City Secretary, Municipal Court Presiding Judge, and Municipal Court Associate Judge.
 - b. Section 551.072, Deliberation Regarding Real Property
 - b.1. Discuss the purchase, exchange, lease or value of real property.

Respectfully Submitted,

Tommy Gonzalez
City Manager

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

**MIDLAND CITY COUNCIL
MINUTES
April 23, 2024**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., April 23, 2024.

Council Members present: Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman

Council Members absent: None

Staff members present: City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz

The meeting was called to order at 10:01 a.m.

OPENING ITEMS

1. Invocation – Pastor John Grabanski, Temple Baptist Church
2. Pledge of Allegiance

PRESENTATIONS

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

- 3a. Presentation of a check to the City of Midland's Parks and Recreation Department from the Leadership Midland Class of 2024.

The presentation of a check in the amount of \$44,000.00 was presented to the City of Midland's Parks & Recreation Department from the Leadership Midland Class of 2024. The funds were raised for a shade structure to be built at the Reyes-Mashburn-Nelms park.

- 3b. Presentation of Proclamation for Recognition and Commendation of Tasha Sport.

- 3c. Presentation from Director of Finance Christy Weakland regarding Budget Update.

Finance Director Christy Weakland gave a presentation on the budget by reviewing sound fiscal practices, examples of future needs such as competitive staffing and

compensation, future needs such as streets and parks maintenance, enterprise funds review and the increase in fixed costs.

City Manager Tommy Gonzalez reported on future projects and how the City may go about being successful in accomplishing them.

Mayor Blong asked to clarify the term “balloon payment” listed on one of the slides regarding the sports complex as it can be misleading. There is no actual balloon payment as it was paid off in 2014 with a quarter cent sales tax. The fund balance will run out in 2026 which is why a plan needs to be in place.

Council Member Dufford reported that 1/3 of what's left in the budget is used for other items such as roads and parks as an example.

City Manager Tommy Gonzalez reported why it is important for enterprise funds to stand on their own. Mr. Gonzalez also explained how the TIRZ may be utilized.

3d. Presentation from Assistant City Manager Jose Ortiz regarding Solid Waste Needs.

Assistant City Manager Jose Ortiz gave a brief presentation on Solid Waste capital projects such as the different collection stations, landfill entrance road reconstruction and other expenditures such as equipment and facilities. Mr. Ortiz also reported on additional projects such as the landfill gas flare system with regard to federal emission guidelines, the landfill cell construction and the next steps for the City.

City Manager Tommy Gonzalez spoke on unfunded mandates by the federal government.

Council Member Dufford inquired about methane gas. Solid Waste Director Jeffery Ahrlett reported that we have such a small amount due to lack of rainfall in our area.

3e. Presentation from Planning and Development Officer Elizabeth Triggs regarding Hogan Park Golf Course Developments.

Planning & Development Officer Elizabeth Triggs gave a presentation on the Hogan Park Golf Course developments and needs. This development maximizes Hogan Parks potential by seizing a unique market position by being the only public golf course within 20 miles serving a population of more than 225,000.

Ms. Triggs reviewed the amount set aside in the Capital Fund balance for golf course capital improvements is 1.1 million, however, the capital needs exceed 23 million. Ms. Triggs also reviewed other challenges and needs for the golf course.

Ms. Triggs also reported on potential challenges to maximize this potential such as lack of capital investment, capital fund balance and capital needs. The proposed rate realignment regarding what is current and what is proposed will help put the City more in line with national averages.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

4a. REGULAR SESSION OF APRIL 9, 2024

- 5. 2024-070 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) AUTOMATED REFUSE TRUCKS FROM CHASTANG ENTERPRISES, INC., THROUGH BUYBOARD AT A TOTAL COST OF \$863,370.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
- 6. 2024-071 – RESOLUTION AWARDDING A CONTRACT IN THE AMOUNT OF \$142,705.04 FOR THE MIDLAND POLICE DEPARTMENT CONCRETE ENTRY REPLACEMENT PROJECT TO TOMMY KLEIN CONSTRUCTION, INC.; AND APPROVING \$7,294.96 FOR PROJECT RELATED EXPENSES (DISTRICT 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
- 7. 2024-072 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF RAW WATER PUMP #2 BY EVANS ENTERPRISES, INC., FOR A TOTAL COST OF \$112,806.67 (DISTRICT 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
- 8. 2024-073 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY MANHOLE REPLACEMENT IN THE MIDLAND DRAW BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF \$139,100.00 (DISTRICT 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
- 9. 045-2024 – MOTION APPROVING A NEW AIR SERVICE INCENTIVE PROGRAM TO ASSIST IN LOCAL MARKETING FOR NEW AIR SERVICE AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**
- 10. 046-2024 – MOTION APPROVING PLANS AND SPECIFICATION FOR THE RECONSTRUCT RUNWAY 16R BLAST PAD, REMOVE RUNWAY 34L CONCRETE BLAST PAD AND ADD ASPHALT SHOULDERS TO RUNWAY 10 BLAST PAD PROJECT, AND AUTHORIZING THE CITY MANAGER OR CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**
- 13. 049-2024 – MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE MIDLAND DEVELOPMENT CORPORATION FOR THE CONSTRUCTION, INSTALLATION, REMOVAL, AND REPLACEMENT OF CERTAIN PROPOSED AND EXISTING STORM DRAIN AND PAVING INFRASTRUCTURE IMPROVEMENTS LOCATED ON AND ADJACENT TO**

STATE HIGHWAY 158 **(DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

14. 050-2024 – MOTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS AND LEGAL INSTRUMENTS NECESSARY FOR THE ACCEPTANCE OF CERTAIN DONATION FUNDS FOR THE CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS AT BEAL PARK **(DISTRICT 4) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**
15. 2024-074 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE FISCAL YEAR 2025 BODY-WORN CAMERA GRANT PROGRAM; AUTHORIZING THE COMPTROLLER TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING; AUTHORIZING THE APPROPRIATION OF MATCHING FUNDS IN THE AMOUNT OF \$6,536.25 AS REQUIRED BY THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE; AND REPEALING RESOLUTION NO. 2024-022 **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
16. 2024-075 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE FISCAL YEAR 2025 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM; AUTHORIZING THE COMPTROLLER TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING; AND REPEALING RESOLUTION NO. 2024-020 **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
19. 052-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-006) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX L.L.C. REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
20. 053-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-004) WITH ET GATHERING & PROCESSING LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 30, BLOCK 36, T- 3-S, T&P RR CO. SURVEY, MIDLAND AND GLASSCOCK COUNTIES, TEXAS. **(DISTRICT: NONE) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Jack Ladd moved to approve Consent Agenda items 4-20, excluding items 11, 12, 17 and 18; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

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4a.4

May 14, 2024

MINUTES

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AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

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

11. 047-2024 – MOTION AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO THAT CERTAIN NONEXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT DATED MARCH 29, 2023, BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN AVIATION MAF, LLC

Council Member Poole recommended an amendment to give more time to look into this; such as a 90 day extension. Mayor Blong suggested to discuss in executive session. Most of Council agreed to discuss this in Executive Session so they may all receive additional information before making a decision.

COUNCIL TOOK NO ACTION ON THIS ITEM.

12. 048-2024 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND HIGHER ORBITS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

Midland Development Corporation Executive Director Sara Harris, reported this is the third year of an agreement to bring astronauts to Midland, to encourage students to go into aerospace and participate in the STEM program. This is in partnership with the school district, the MISD Education Foundation and other donors.

Council Member Poole reported that the daughter of Assistant City Manager Jose Ortiz was a recipient of this program.

Jack Ladd moved to approve Motion No. 048-2024; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

17. 2024-076 – RESOLUTION ADOPTING THE CITY OF MIDLAND VISION ZERO ACTION PLAN

Council Member Ladd praised staff for the work to get this done.

Mayor Blong thanked the staff and noted they could have waited an additional year but successfully pushed through to move the plan forward.

Ms. Monica Powell, a consultant with Kimley-Horn, gave a brief update of the Vision Zero safety action plan which is a transportation based long range plan.

Jack Ladd moved to approve Resolution No. 2024-076; seconded by John Norman.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

18. 051-2024 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO APPROVE PLANS AND SPECIFICATIONS FOR THE BRIARWOOD AVENUE AT AVALON DRIVE TRAFFIC SIGNAL INSTALLATION PROJECT, SAID PLANS AND SPECIFICATIONS TO BE PLACED ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS

Assistant City Manager Jose Ortiz gave a brief report on this item noting there are plans ready to go out for bid for the project.

Amy Stretcher Burkes moved to approve Motion No. 051-2024; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

SECOND READINGS

21. 10502 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,034-SQUARE FOOT PORTION OF LOT 1-H, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BREWPUB 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10502.

John Norman moved to approve the second and final reading of Ordinance No. 10502; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

22. 10503 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN 8,076-SQUARE FOOT PORTION OF LOT 1, BLOCK 2, CLAYDESTA PLAZA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A MIXED USE, 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10503.

John Norman moved to approve the second and final reading of Ordinance No. 10503; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

23. 10504 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 6,261-SQUARE FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), 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

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CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10504.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10504; seconded by John Norman.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

24. 10505 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,094-SQUARE FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10505.

John Norman moved to approve the second and final reading of Ordinance No. 10505; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

25. 10506 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 20.91-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND SECTION 1, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY
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LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 900 FEET EAST OF TRENWOOD 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10506.

Robin Poole moved to approve the second and final reading of Ordinance No. 10506; seconded by John Norman.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

26. 10507 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4, 5, AND 6, BLOCK 1, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF GEORGE AVENUE AND BRYANT 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10507.

John Norman moved to approve the second and final reading of Ordinance No. 10507; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

27. 10508 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 10, 11 AND 12, BLOCK 82, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST INDIANA AVENUE AND SOUTH FORT WORTH STREET), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK AND A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE;

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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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10508.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10508; seconded by John Norman.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

28. 10509 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 15, BLOCK 1, SOLOMON ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF CHARISMATIC DRIVE, APPROXIMATELY 350 FEET EAST OF SECRETARIAT STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; 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 OF RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10509.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10509; seconded by John Norman.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

29. 10511 – 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT: ALL) (ENGINEERING SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

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Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10511.

John Norman moved to approve the second and final reading of Ordinance No. 10511; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARINGS

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

30. 10512 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 6, BLOCK 4, QUAIL RUN ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF BOBWHITE COURT AND BLUE QUAIL COURT), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK AND A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST 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 **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10512.

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

A motion was made by Council Member Ladd and Council Member Poole seconded. They both recalled their motions and the item then died for lack of a motion.

31. 10513 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 60 FEET NORTH OF EAST NEW YORK 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10513.

Mayor Blong opened the public hearing at 11:21 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. 10513; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

32. 10514 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 11 AND 12, BLOCK 8, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF MILLER COURT, APPROXIMATELY 338 FEET EAST OF TREVINO STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY, A REDUCED MINIMUM REAR YARD SETBACK, AND A REDUCED MINIMUM SEPARATION BETWEEN AN ACCESSORY BUILDING AND THE PRINCIPAL BUILDING; 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10514.

Development Services Planning Manager Xavier Bauguess gave a report as to how they came up with their recommendation and how all situations are different. For this item, the applicant built without getting a permit.

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

Logan Shipman, 407 Miller Court, reported that a storm came through and destroyed his original building so he rebuilt and didn't realize he needed a permit.

There being no one else wishing to speak, the public hearing was closed at 11:37 a.m.

Mr. Bauguess reported how the carport is not in compliance. If Council takes no action as suggested by staff, then staff may continue working with the applicant on the other part of his request.

COUNCIL TOOK NO ACTION ON THIS ITEM. ITEM DIES FOR LACK OF MOTION.

33. 10515 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 3, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF TREVINO STREET AND FLOYD COURT), 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10515.

Development Services Planning Manager Xavier Bauguess gave a brief overview of the item noting the request is to reduce the minimum side yard setback on a corner lot.

Mayor Blong opened the public hearing at 11:47 a.m.

David Harvey, 4504 Trevino St., is currently in the process of buying a home and that this is a temporary structure. He would like Council to grant a one year temporary approval. Staff recommends no action since the structure is already there.

There being no one else wishing to speak, the public hearing was closed at 11:52 a.m.

COUNCIL TOOK NO ACTION ON THIS ITEM. ITEM DIES FOR LACK OF MOTION.

34. 10516 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 37.542-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO AE, AGRICULTURAL ESTATE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF MOCKINGBIRD LANE, APPROXIMATELY 840 FEET WEST OF NORTH A 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 **(DISTRICT 1) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10516.

Development Services Planning Manager Xavier Bauguess reported this is a zone change on Mockingbird Lane. The current zoning is SF1 and they would like to rezone to AE. Staff recommends approval of this item.

Mayor Blong opened the public hearing at 11:56 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10516; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

35. 10517 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,100-SQUARE FOOT PORTION OF LOT 1A, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 1,105 FEET WEST 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 **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10517.

Development Services Planning Manager Xavier Bauguess reported the request is for a Specific Use Designation (SUD) at 4511 N. Midkiff. The property is currently zoned PD for a shopping center. The restaurant is located inside the Midland Park Mall. There are no letters of objection and staff recommends approval.

Planning & Development Senior Planner Diana Geerts reported the owner has a small spot inside the food court area where alcohol will be consumed and is not to be taken outside.

Mayor Blong opened the public hearing at 12:01 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10517; seconded by John Norman.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

36. 10518 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-PACKET
4a.14 May 14, 2024

SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 478 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10518.

Development Services Planning Manager Xavier Bauguess reported this item is for a SUD at Texas Lodge Bar & Grill. There are no letters of objection and staff recommends approval. Mr. Bauguess noted there was a school within 300 feet but it has moved away. All requirements have been met.

Mayor Blong opened the public hearing at 12:04 p.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. 10518; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Stretcher Burkes, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Poole

MISCELLANEOUS

37. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (DISTRICT: NONE) (CITY SECRETARY)

John Norman moved to appoint Charles Harrington to the Citizens Development Hotel/Motel Advisory Board to replace Reggie Lawrence; seconded by Scott Dufford.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

Amy Stretcher Burkes moved to appoint Dara Richardson as an alternate to the Planning and Zoning Commission replacing Sally Vega; seconded by John Norman.

PACKET

4a.15

May 14, 2024

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

PUBLIC COMMENT

38. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

Dr. Jensen, 200 E. County Road 130, gave a brief report on Canine Distemper and is confused how the City came up with the decision to release the animals back into the community.

Dr. Tommy Wilson, Gardendale, owner of A-Z Veterinary Clinic, agrees with Dr. Jensen and is not sure why this decision was made. Dr. Wilson also reported on the effects of the disease and would like to know what the City can do to prevent this from happening again and who is accountable.

Council Member Norman inquired if there is a shot or vaccine for this disease. Dr. Wilson reported there is a vaccine that is effective if given as directed.

EXECUTIVE SESSION

39. 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:

Mayor Blong recessed the Council Meeting to go into Executive Session at 12:18 p.m.

- a. Section 551.071, Consultation with Attorney
 - a.1. Discuss a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

All the business at hand having been completed, the meeting adjourned at 1:56 p.m.

PASSED AND APPROVED May 14, 2024.

Lori Blong, Mayor

ATTEST:

PACKET

4a.16

May 14, 2024

MINUTES

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April 23, 2024

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT



City Council Meeting

Item Number: 5
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Christy Weakland, Director
Subject: RESOLUTION ADOPTING A CAPITAL FUNDING PLAN FOR
SANITATION INFRASTRUCTURE AND GOLF COURSE IMPROVEMENTS
(DISTRICT: NONE) (FINANCE) (STRENGTHEN AND SUSTAIN OUR
INFRASTRUCTURE)

Purpose:

Resolution approving a financing plan for improvements for the sanitation system and the golf course system.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Needs have been identified for facilities and infrastructure improvements for the Sanitation Department and the Golf Course.

The Sanitation system infrastructure and facilities needs amount to \$40,000,000.

The Golf Course system infrastructure and facilities needs amount to \$23,500,000.

The purpose of this resolution is to establish and adopt a capital financing plan with the intention of using long-term financing to fund these important projects.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION ADOPTING A CAPITAL FUNDING PLAN
FOR SANITATION INFRASTRUCTURE AND GOLF
COURSE IMPROVEMENTS**

WHEREAS, the effective management of sanitation infrastructure is paramount to public health and environmental sustainability within the City of Midland; and

WHEREAS, the current state of the City's sanitation infrastructure requires significant upgrades and improvements to meet the growing demands of the City's population and to comply with regulatory standards; and

WHEREAS, the City's golf course serves as a valuable recreational asset, offering opportunities for physical activity, social interaction, and economic development; and

WHEREAS, the maintenance and enhancement of the City's golf course are essential to ensure its continued operation and attractiveness to residents and visitors alike; and

WHEREAS, a comprehensive capital funding plan is necessary to finance critical sanitation and golf course infrastructure projects;

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

SECTION ONE. That the City Council hereby adopts a capital funding plan for sanitation infrastructure and golf course improvements (the "Plan"), which outlines the necessary investments and funding mechanisms to address the identified infrastructure needs, said Plan being attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION TWO. That the City Council hereby expresses the intent to undertake the Plan. Debt issuance to provide financing is planned to occur over a period of years. As of the date of this resolution, the total amounts planned to be financed, including 2024 issuance of certificates of obligation, are \$40 million for sanitation system improvements and \$23.5 million golf system improvements.

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., 2024, by
the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

**Capital Estimates for Solid Waste and Golf Course CO's
"Exhibit A"**

Solid Waste Capital Needs

North Citizen Collection Station	4,100,000.00
West Citizen Collection Station	3,900,000.00
Landfill Entrance Road Reconstruction	3,500,000.00
Landfill Gas Flare System	5,500,000.00
Cell Construction Costs	12,000,000.00
ITSD Tower Relocation	2,000,000.00
Oil Well Relocation	1,000,000.00
Other Capital Costs	8,000,000.00

Total Capital Needs Solid Waste	40,000,000.00
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Golf Course Capital Needs

Bathroom Rennovation	1,250,000.00
Clubhouse Rennovation	500,000.00
Master Plan	250,000.00
Irrigation Systems	6,000,000.00
RO System	3,000,000.00
Roadrunner Greens	2,500,000.00
Quail Greens	2,500,000.00
Clubhouse Rebuild & Expansion	6,500,000.00
Tournament Pavilion Rebuild	1,000,000.00

Total Capital Needs Golf Course	23,500,000.00
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City Council Meeting

Item Number: 6
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Christy Weakland, Director
Subject: DISCUSSION AND CONSIDERATION OF ALL MATTERS INCIDENT AND RELATED TO APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, INCLUDING THE ADOPTION OF A RESOLUTION PERTAINING THERETO. (DISTRICT: NONE) (FINANCE) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

To discuss and consider all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation for the Solid Waste Department and the Golf Course.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Needs have been identified for facilities and infrastructure improvements for the Sanitation Department and the Golf Course. This would authorize the City to publish Notice of Intent to Issue Certificates of Obligation as part of a funding plan for those needs.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING AND AUTHORIZING
PUBLICATION OF NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT
TO EXCEED THIRTY ONE MILLION AND NO/100
DOLLARS (\$31,000,000.00)**

WHEREAS, the City Council of the City of Midland, Texas (the “City”), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purposes of (i) acquiring, constructing, improving and equipping solid waste disposal facilities, including the purchase of land, rights-of-way and equipment therefor, (ii) improving, constructing and equipping municipal golf facilities, including the purchase of land, rights-of-way and equipment therefor and (iii) paying professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City and on the City’s website, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the certificates are to be issued and (iv) the manner in which the Council proposes to pay the certificates;

**NOW THEREFORE, 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 cause notice to be published of the Council’s intention to issue certificates of obligation in the principal amount not to exceed THIRTY ONE MILLION DOLLARS (\$31,000,000), in one or more series,

for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping solid waste disposal facilities, including the purchase of land, rights-of-way and equipment therefor, (ii) improving, constructing and equipping municipal golf facilities, including the purchase of land, rights-of-way and equipment therefor and (iii) paying professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's waterworks and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION TWO. That the City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the Certificates.

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 14th day of May, A.D., 2024, by the following vote:

Council members voting "AYE": _____.

Council members voting "NAY": _____.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF MIDLAND, TEXAS CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Midland, Texas, shall convene at 10:00 A.M. on July 23, 2024, at Midland City Hall at 300 N. Loraine, Midland, Texas, and, during such meeting, the City Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation in an amount not to exceed THIRTY ONE MILLION DOLLARS (\$31,000,000) for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping solid waste disposal facilities, including the purchase of land, rights-of-way and equipment therefor, (ii) improving, constructing and equipping municipal golf facilities, including the purchase of land, rights-of-way and equipment therefor and (iii) paying professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's waterworks and sewer system. In accordance with Texas Local Government Code Section 271.049 (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$496,445,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$812,333,779.20; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$46,610,980; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is March 1, 2050. The certificates are to be issued and this notice is given under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Marcia Bentley-German
City Secretary
City of Midland, Texas

Capital Estimates for Solid Waste and Golf Course CO's
"Exhibit A"

Solid Waste Capital Needs

North Citizen Collection Station	4,100,000.00
West Citizen Collection Station	3,900,000.00
Landfill Entrance Road Reconstruction	3,500,000.00
Landfill Gas Flare System	5,500,000.00
Cell Construction Costs	12,000,000.00
ITSD Tower Relocation	2,000,000.00
Oil Well Relocation	1,000,000.00
Other Capital Costs	8,000,000.00
Total Capital Needs Solid Waste	<u><u>40,000,000.00</u></u>

Golf Course Capital Needs

Bathroom Rennovation	1,250,000.00
Clubhouse Rennovation	500,000.00
Master Plan	250,000.00
Irrigation Systems	6,000,000.00
RO System	3,000,000.00
Roadrunner Greens	2,500,000.00
Quail Greens	2,500,000.00
Clubhouse Rebuild & Expansion	6,500,000.00
Tournament Pavilion Rebuild	1,000,000.00
Total Capital Needs Golf Course	<u><u>23,500,000.00</u></u>



City Council Meeting

Item Number: 7
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF THREE (3) UTILITY BODIES FROM FABCO INDUSTRIES, INC., FOR A TOTAL COST OF \$114,195.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution authorizing the purchase of three (3) utility bodies from Fabco Industries Inc. for the cost of \$114,195.00 for the Utilities Department and Airport Department through the Garage Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund Operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for three (3) utility bodies. The bid request was sent to thirty-two (32) companies. We received two (2) bids. Staff recommends purchasing the three (3) utility bodies from Fabco Industries Inc. Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of three (3) utility bodies from

Fabco Industries Inc. of Odessa, Texas for the cost of \$114,195.00.

Morris Williams Jr.

City Manager's Office



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Bid # 24003558 for Utility bodies with a crane

DATE: April 18, 2024

Fleet services is requesting (3) three utility bodies with cranes that will be installed on three new cab and chassis trucks. The (3) three utility bodies with cranes will be replacements for units that have gone beyond their useful service life.

The budgeted amount for FY24 for (3) three utility bodies with cranes is \$109,500. A bid proposal has been submitted by Fabco Industries of Odessa, Texas in the amount of \$114,195.00 for (3) three utility bodies with cranes.

Fleet services accepts this bid proposal from Fabco Industries which meets all specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF
THREE (3) UTILITY BODIES FROM FABCO
INDUSTRIES, INC., FOR A TOTAL COST OF \$114,195.00**

WHEREAS, the City Manager approved the specifications and authorized advertisement for three (3) utility bodies from Fabco Industries, Inc.; and

WHEREAS, Bid No. 24003558 was opened on April 17, 2024, with the lowest and most advantageous bid being submitted by Fabco Industries, Inc., for a total cost of \$114,195.00, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the prices proposed by Fabco Industries, Inc., for the purchase of said utility bodies to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase three (3) utility bodies from Fabco Industries, Inc., for a total cost of \$114,195.00;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase three (3) utility bodies from Fabco Industries, Inc., for a total cost of \$114,195.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Fabco Industries, Inc., from funds available in the Garage Fund Operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

24003558 FY 2024 Utilities Body																
Bid Opening: April 17,2024																
		Total Cost	FABO Industries							Master Truck and Trailer						
			\$ 114,195.0							\$ 130,832.25						
#	Items	Quantity Required	Cost Each	EPA Mileage Estimates, City	EPA Mileage Estimates, Highway	Brand and Model	Delivery Time ARO	Standard Warranty on Items Bid	Total Cost	Cost Each	EPA Mileage Estimates, City	EPA Mileage Estimates, Highway	Brand and Model	Delivery Time ARO	Standard Warranty on Items Bid	Total Cost
#0-1	Utility Service Body with Crane	3	\$38,065.00	0	0	RKI model S84DW94	NA	NA	\$114,195.00	\$43,610.75	0	0	STAHL B&B AutoCraneEC-2x	1-Aug-24	12 month	\$130,832.25

Bid Summary	
32	Bid requests were issued
2	Bids are listed above
1	NO BIDS were received
29	Bidders did not respond

Exhibit A

24003558 FY 2024 Utilities Body Bid Opening: April 17,2024																
		Total Cost	FABO Industries \$ 114,195.0							Master Truck and Trailer \$ 130,832.25						
#	Items	Quantity Required	Cost Each	EPA Mileage Estimates, City	EPA Mileage Estimates, Highway	Brand and Model	Delivery Time ARO	Standard Warranty on Items Bid	Total Cost	Cost Each	EPA Mileage Estimates, City	EPA Mileage Estimates, Highway	Brand and Model	Delivery Time ARO	Standard Warranty on Items Bid	Total Cost
#0-1	Utility Service Body with Crane	3	\$38,065.00	0	0	RKI model S84DW94	NA	NA	\$114,195.00	\$43,610.75	0	0	STAHL B&B AutoCraneEC-2x	1-Aug-24	12 month	\$130,832.25

Bid Summary	
32	Bid requests were issued
2	Bids are listed above
1	NO BIDS were received
29	Bidders did not respond



City Council Meeting

Item Number: 8
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PROCUREMENT OF ENGINE RECONDITIONING SERVICES FOR A CATERPILLAR COMPACTOR FROM WARREN POWER & MACHINERY, INC., THROUGH SOURCEWELL FOR A TOTAL COST OF \$111,405.75 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution authorizing the purchase to recondition the engine for a Caterpillar Compactor from Warren Power & Machinery, Inc. through Sourcwell contract 011723-CAT for the cost of \$111,405.75 for the Solid Waste Department through the Garage Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund Operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

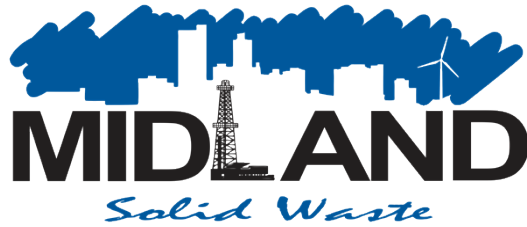
Staff is recommending the purchase to recondition the engine for a Caterpillar Compactor from Warren Power & Machinery, Inc. through Sourcwell contract # 011723-CAT. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program

and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see attached memo from Jeffery Ahrlett, Director of Solid Waste, for additional information.

Therefore, please consider a resolution approving the purchase to recondition the engine for a Caterpillar Compactor from Warren Power & Machinery, Inc. of Odessa, Texas through Sourcewell contract 011723-CAT for the cost of \$111,405.75



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager
FROM: Jeffery Ahrlett, Director of Solid Waste
SUBJECT: Caterpillar 836H Compactor Engine Recondition
DATE: May 2, 2024

Solid Waste is seeking city council approval to recondition the engine for the Landfill 836H Compactor, in the amount of \$111,405.75.

Recommendation is to recondition the engine, in doing so catastrophic damage can be avoided to the engine if any negatively affected components are not replaced.

Unit 7922 compactor is a vital piece of equipment that is utilized at the landfill for waste disposal operations. The landfill receives approx. 5,000 to 7,000 tons of waste per week and this machine enables us to push, spread and compact the waste properly. Along with pushing waste this compactor is also capable of pushing earthen material to cover up waste allowing the landfill to comply with state regulations. It is imperative that this machine get repaired to continue providing safe, efficient waste disposal services to the residents of the City of Midland. At this time, it is recommended we recondition the engine as a new 836H Compactor would cost approximately 1.6 million.

Solid Waste is seeking the approval in the amount of \$111,405.75 for the purchase to recondition the engine for the 836H Compactor.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PROCUREMENT OF
ENGINE RECONDITIONING SERVICES FOR A
CATERPILLAR COMPACTOR FROM WARREN
POWER & MACHINERY, INC., THROUGH
SOURCEWELL FOR A TOTAL COST OF \$111,405.75**

WHEREAS, the Sourcewell is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Warren Power & Machinery, Inc., has submitted a total proposed cost to the City of \$111,405.75 for certain engine reconditioning services for a Caterpillar compactor, through Sourcewell, as shown on the estimate attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Warren Power & Machinery, Inc., for said engine reconditioning services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve the procurement of engine reconditioning services for a Caterpillar compactor from Warren Power & Machinery, Inc., through Sourcewell;

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

SECTION ONE. That the City Manager is hereby authorized and directed to procure engine reconditioning services for a Caterpillar compactor from Warren Power & Machinery, Inc., through Sourcewell for a total cost of \$111,405.75.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Warren Power & Machinery, Inc., for said engine reconditioning services from funds available in the Garage Fund Operating budget upon receipt of proper invoices or statements approved by the City Manager.

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

City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by
the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



Exhibit A

Quote No: 24145674 - 3

CITY OF MIDLAND
FLEET SERVICES DIVISION PO BOX 1152
MIDLAND

ESTIMATE

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
9984010	24145674	2/20/2024	MARTIN NAVARRETE
PHONE NO.	FAX NO.	EMAIL	
432 685 3431		mnavarrete@mmidlandtexas.gov	
MODEL	MAKE	SERIAL NO.	
836H	CATERPILLAR	0BXD01211	
UNIT NO.	HOURS	WO NO.	P.O. NO.
7922	17993		
Note			

MR02293
RECONDITION ENGINE
ADDITIONAL PARTS, LABOR, & TRAVEL MAY BE REQUIRED
PARTS FREIGHT IS NOT INCLUDED
ESTIMATED CORE CREDIT RETURN \$17,420.38 IF ALL THE
CORE PASS INSPECTION.
APPLY PROGRAM NAT-MLP6279 @ 10%
CO-OP # 011723-CAT WITH SOURCEWELL

SEGMENT: 00 CLEAN & INSPECT ENGINE (571 1000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
Total Estimated Parts:				0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	6.00	213.00	1,278.00
Total Estimated Labor:				1,068.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
SUP-**-**-**	SUPPLIES	1	150.00	150.00
Total Estimated Misc:				150.00

Segment 00 Total: 1,218.00

SEGMENT: 01 TROUBLESHOOT ENGINE (035 1000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
09131	CLNR,BRK 200Z CHLR	12	6.27	75.24

PACKET
CITY OF MIDLAND

8.6

24145674 - 3

May 14, 2024

Page 1

Total Time and Material Parts: 75.24

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	9.00	213.00	1,917.00
PRF-**-**-**	PERMIAN FLD SJB	-9.00	213.00	-1,917.00

Total Time and Material Labor: 0.00

Labor Summary

Segment 01 Total: 75.24

SEGMENT: 02 REMOVE CYLINDER HEAD ASSEMBLY HEAD ASSEMBLY (011 1100 HB)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price

Total Time and Material Parts: 0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	13.50	213.00	2,875.50

Total Time and Material Labor: 2,875.50

Labor Summary

Segment 02 Total: 2,875.50

SEGMENT: 03 REMOVE & INSTALL ENGINE (010 1000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
0679425	HOSE	1	17.41	17.41
1063969	ELEMENT AS	1	147.89	147.89
1063973	ELEMENT AS	1	102.89	102.89
1180271	HOSE	1	141.17	141.17
1R0762	FILTER A-FUE	1	35.74	35.74
1R1808	FILTER AS-LU	1	42.88	42.88
2087448	CLAMP-T BOLT	8	10.95	87.60
2190313	CLAMP-T'BOLT	4	10.99	43.96
2388649	CAT ELC	6	86.59	519.54
2732999	HOSE	1	18.60	18.60
4571527	FILTER-FUEL	1	46.33	46.33
5P0597	CLAMP	4	6.73	26.92
5P0597	CLAMP	6	6.73	40.38
5P1471	CM-HOSE STK	45	1.34	60.30
5P1471	CM-HOSE STK	50	1.34	67.00
6Y2090	MOUNT AS	2	407.57	815.14
7E8630	HOSE	4	91.00	364.00
7X2564	BOLT	4	15.92	63.68
8S6824	CLAMP A	1	67.37	67.37
8T4123	WASHER	18	2.33	41.94
8T6381	BOLT	2	13.52	27.04
9W6582	SLEEVE	2	22.61	45.22

9W6584	WASHER	2	45.71	91.42
9W9930	MOUNT ASSY	2	65.41	130.82
9X4008	HOSE	2	82.47	164.94
5153957X	15W40 BULK OIL	16	18.28	292.48
RI-PARTS-4	MISC PARTS	1	200.00	200.00

Total Estimated Parts: 3,702.66

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	53.20	213.00	11,331.60

Total Flat Rate Labor: 9,469.60

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
ACR-**-**-**	AIR COND RECYCLE	1	100.00	100.00

Total Time and Material Misc: 100.00

Segment 03 Total: 13,272.26

SEGMENT: 04

RECONDITION ENGINE (020 1000)

NOTES:

INCLUDES HEAD, COOLERS, CYL PACKS, TURBO, INJECTORS, FUEL PUMP, OIL PUMP, OIL/FUEL FILTERS, WATER PUMP, ROD / MAIN BEARINGS AND ALL SEALS, GASKETS AND BEARINGS NEEDED. DOES NOT INCLUDE DYNO LABOR OR PARTS, DOES NOT INCLUDE R&I LABOR. RESUSE ALTERNATOR AND STARTER.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
0R9056	CORE AS.OIL	1	1,172.77	1,172.77
0R9056	CORE DEPOSIT (CORE)	1	553.33	553.33
0R9449	PUMP GP OIL	1	758.47	758.47
0R9449	CORE DEPOSIT (CORE)	1	1,314.23	1,314.23
0S1577	CAP SCREW	12	3.51	42.12
1018468	BEARING	1	50.39	50.39
1075769	SEAL O RING	2	9.01	18.02
1090072	SEAL O RING	1	9.27	9.27
1090078	SEAL O RING	1	8.33	8.33
10R3205	TURBO GP BAS	1	5,847.37	5,847.37
10R3205	CORE DEPOSIT (CORE)	1	3,178.51	3,178.51
10R3265	INJ AS FUEL	6	724.95	4,349.70
10R3265	CORE DEPOSIT (CORE)	6	279.15	1,674.90
10R4556	CORE AS OIL	1	2,678.51	2,678.51
10R4556	CORE DEPOSIT (CORE)	1	1,263.74	1,263.74
10R9789	ALTERNATOR G	1	789.36	789.36
10R9789	CORE DEPOSIT (CORE)	1	820.59	820.59
10R9815	MOTOR G ELECON	1	827.70	827.70
10R9815	CORE DEPOSIT (CORE)	1	860.45	860.45
1104344	EYE	1	111.44	111.44

1135304	SEAL	2	22.67	45.34
1185068	SEAL O RING	1	3.63	3.63
1241854	BOLT 12PT	10	24.41	244.10
1241855	BOLT 12PT	16	22.18	354.88
1250434	SEAL	1	23.47	23.47
1304698	SLEEVE	1	46.94	46.94
1317123	BEARING	1	46.26	46.26
1393550	GASKET-REGUL	1	5.77	5.77
1425868	SEAL GP-CSHF	1	98.41	98.41
1515925	BOLT-OIL JET	6	2.72	16.32
1678130	DAMPER AS	1	1,347.99	1,347.99
1805567	GAGE AS-O LE	1	100.03	100.03
1918303	SENSOR G-SPD	1	170.82	170.82
1946722	SENSOR GP-PR	1	236.30	236.30
1946725	SENSOR GP-PR	1	236.30	236.30
1946725	SENSOR GP-PR	1	236.30	236.30
1R0762	FILTER A-FUE	1	35.74	35.74
1R1808	FILTER AS-LU	1	42.88	42.88
1S9540	DOWEL	1	9.24	9.24
2016617	SENSOR GP-SP	1	194.23	194.23
20R0629	CYL PCK AS	6	786.99	4,721.94
20R0629	CORE DEPOSIT (CORE)	6	363.29	2,179.74
20R1525	PUMP GP F	1	226.30	226.30
20R1525	CORE DEPOSIT (CORE)	1	101.66	101.66
20R2647	HEAD GP CYL	1	4,702.27	4,702.27
20R2647	CORE DEPOSIT (CORE)	1	4,816.77	4,816.77
20R3322	ARM A UI ROC	6	221.02	1,326.12
20R3322	CORE DEPOSIT (CORE)	6	109.41	656.46
2109246	SEAL-O-RING	1	10.86	10.86
2147566	SEAL-O-RING	1	5.22	5.22
2147566	SEAL-O-RING	1	5.22	5.22
2147566	SEAL-O-RING	1	5.22	5.22
2147568	SEAL-O RING	1	5.56	5.56
2147568	SEAL-O RING	1	5.56	5.56
2178938	TIGHTENING-B	1	266.24	266.24
2271204	GASKET	1	68.50	68.50
2284947	SEAL-O-RING	1	6.60	6.60
2284947	SEAL-O-RING	1	6.60	6.60
2287089	SEAL-O-RING	1	5.51	5.51
2338675	TUBE AS.	1	189.07	189.07
2385080	SEAL-O-RING	1	6.51	6.51
2385080	SEAL-O-RING	1	6.51	6.51
2385080	SEAL-O-RING	1	6.51	6.51
2385080	SEAL-O-RING	1	6.51	6.51
2385081	SEAL-O-RING	1	7.34	7.34
2393478	SENSOR GP-PR	1	219.65	219.65
2466036	HOSE	1	22.86	22.86
2485513	REGULATOR-TE	2	56.11	112.22
2531752	PLATE-THRUST	2	44.24	88.48
2613450	BEARING-ROD	6	40.67	244.02

2644297	SENSOR PG	1	56.07	56.07
2644297	SENSOR PG	1	56.07	56.07
2748359	TUBE AS.-OIL	6	105.25	631.50
2751253	SWITCH AS-PR	1	188.70	188.70
2763104	HARNESS AS	1	116.69	116.69
2843502	CLAMP-BAND	2	6.08	12.16
2N3350	SEAL-O-RING	2	11.46	22.92
3068156	STRAP AS	1	24.32	24.32
3178766	BEARING - MA	7	64.84	453.88
3491530	KIT-GASKET(R	1	174.87	174.87
3540049	HARNESS AS	1	758.84	758.84
3565212	BOLT-12 POIN	12	17.99	215.88
3904622	KIT GASKET	1	51.96	51.96
3S9643	SEAL	2	15.12	30.24
4363460	KIT GASKET	1	231.19	231.19
4363461	KIT GASKET	1	176.56	176.56
4579784	KIT GASKET	1	404.68	404.68
4D3704	WASHER	12	2.19	26.28
4N1156	GASKET	1	2.73	2.73
4N1650	DOWEL	1	8.24	8.24
5440250	KIT GASKET	1	510.87	510.87
5886210	PANEL AS-SOU	1	1,411.82	1,411.82
5927299	GASKET KT	1	950.10	950.10
5H1504	WASHER	26	2.51	65.26
5P0840	SEAL-O-RING	1	6.78	6.78
5P8068	SEAL	2	17.36	34.72
6057481	PUMP GP-WATER	1	1,264.83	1,264.83
6069110	SEAL-CRANKSH	1	98.41	98.41
6I1055	DOWEL	1	5.83	5.83
6I4421	PLATE SPACER	1	549.22	549.22
6V3251	SEAL O RING	1	2.24	2.24
6V3683	SEAL O RING	1	9.58	9.58
6V6609	SEAL	1	2.15	2.15
6V6609	SEAL	1	2.15	2.15
8C3089	SEAL FACE	1	18.49	18.49
8C5230	SEAL O RING	2	19.76	39.52
8J4351	SEAL-O-RING	1	14.29	14.29
8L8413	TIE	6	0.81	4.86
9S8004	PLUG	1	8.53	8.53
9S8005	PLUG	2	6.47	12.94
9S8006	PLUG	1	7.42	7.42
RI-PARTS-4	MISC PARTS	2	200.00	400.00

Total Estimated Parts: 58,919.97

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	111.10	189.00	20,997.90
Total Flat Rate Labor:				20,997.90

Labor Summary**Misc**

Item Number	Description	Qty	Unit Price	Ext Price
GEX-**-**-**	MISC GENERAL (MACHINE SHOP)	1	3,000.00	3,000.00
Total Time and Material Misc:				3,000.00

Segment 04 Total: 82,917.87

SEGMENT: 05 DYNAMOMETER TEST ENGINE (031 1000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1R1808	FILTER AS-LU	1	42.46	42.46
5153957X	15W40 BULK OIL	16	18.28	292.48
Total Estimated Parts:				334.94

Labor

Item Number	Description	Qty	Unit Price	Ext Price
SJM-**-**-**	STD JOB MACH SHP	10.00	172.00	1,720.00
Total Flat Rate Labor:				1,720.00

Labor Summary**Misc**

Item Number	Description	Qty	Unit Price	Ext Price
Total Flat Rate Misc:				831.00

Segment 05 Total: 2,885.94

SEGMENT: 06 REMOVE & INSTALL AFTERCOOLER (010 1063)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
RI-PARTS-2	MISC PARTS	1	100.00	100.00
Total Estimated Parts:				100.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	2.00	213.00	426.00
Total Flat Rate Labor:				356.00

Labor Summary

Segment 06 Total: 456.00

SEGMENT: 07 RECONDITION AFTERCOOLER (020 1063)
NOTES:
INCLUDES CLEAN, INSPECT, AND TEST
ADDITIONAL PARTS MAY BE REQUIRED IF THE COOLER
DOES NOT PASS INSPECTION

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1013125	GASKET	1	7.62	7.62
2087448	CLAMP-T BOLT	8	10.95	87.60
7E8630	HOSE	4	91.00	364.00
7T8331	MOUNTING	4	41.28	165.12
RI-PARTS-1	MISC PARTS	1	50.00	50.00
Total Estimated Parts:				674.34

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	2.70	213.00	575.10
Total Flat Rate Labor:				480.60

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
GEX-**-**-**	CLEAN, INSEPCT, TEST AFTERCOOLER	1	0.00	0.00
Total Time and Material Misc:				0.00

Segment 07 Total: 1,154.94

SEGMENT: 88 TRAVEL TO/FROM MACHINE (056 7000)
 NOTES:
 10 ROUND TRIPS ARE INCLUDED
 ADDITIONAL TRAVEL MAY BE REQUIRED
 INCLUDES TRANSPORTING THE ENGINE TO AND FROM
 WARREN CAT TO CITY OF MIDLAND LANDFILL

Parts

Part Number	Description	Qty	Unit Price	Ext Price
Total Estimated Parts:				0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
TVR-**-**-**	TRAVEL LABOR 10 ROUND TRIPS	20.00	52.50	1,050.00
TVR-**-**-**	TRAVEL LABOR ON MR02293	9.00	52.50	472.50
Total Estimated Labor:				3,335.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
TVL-**-**-**	VEHICLE MILEAGE	650	3.00	1,950.00
MF5-**-**-**	FUEL SURCHARGE	1	110.00	110.00
TVL-**-**-**	VEHICLE MILEAGE ON MR02293	180	3.00	540.00
TVP-**-**-**	TRAVEL MILEAGE ON MR02293	65	1.80	117.00
Total Estimated Misc:				3,215.00

Segment 88 Total: 6,550.00

Total Segments: 111,405.75

SUB TOTAL (BEFORE TAXES) 111,405.75

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Ramon Sotelo Phone: 432-444-2990 Email: Ramon.Sotelo@warrencat.com Fax:

-This estimate will expire 14 days from the estimate date.
-Price excludes Freight Charges, Operating Supplies/EPA Fees, Overtime and supplier prices changes and surcharges
-Terms: Net 10th Prox.
-Sales Taxes where applicable are not included with the above prices.

Terms and Conditions

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize Warren CAT, its employees, subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize Warren CAT to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and Warren CAT. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. Warren CAT reserves the right to reject a partial or modified quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at Warren CAT's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS: During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. Warren CAT accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

STANDARD WARRANTY: Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, Warren CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any Warren CAT facility. Ask your service representative about additional or enhanced warranty availability.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATRPIllAR OR WARREN CAT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CORE CHARGES: Core charges will be returned to customer upon acceptance of the core by Caterpillar.

OVERTIME: Overtime can be added at customers request charged at Warren CAT's prevailing overtime rate.

PARTS POLICY: This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

TURNAROUND TIME: Warren CAT will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will Warren CAT or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if Warren CAT or subsidiaries has been advised of the possibility of such loss.



Quote No: 24145674 - 3

CITY OF MIDLAND
FLEET SERVICES DIVISION PO BOX 1152
MIDLAND

ESTIMATE

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
9984010	24145674	2/20/2024	MARTIN NAVARRETE
PHONE NO.	FAX NO.	EMAIL	
432 685 3431		mnavarrete@mmidlandtexas.gov	
MODEL	MAKE	SERIAL NO.	
836H	CATERPILLAR	0BXD01211	
UNIT NO.	HOURS	WO NO.	P.O. NO.
7922	17993		

Note

MR02293
RECONDITION ENGINE
ADDITIONAL PARTS, LABOR, & TRAVEL MAY BE REQUIRED
PARTS FREIGHT IS NOT INCLUDED
ESTIMATED CORE CREDIT RETURN \$17,420.38 IF ALL THE
CORE PASS INSPECTION.
APPLY PROGRAM NAT-MLP6279 @ 10%
CO-OP # 011723-CAT WITH SOURCEWELL

SEGMENT: 00 CLEAN & INSPECT ENGINE (571 1000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
Total Estimated Parts:				0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	6.00	213.00	1,278.00
Total Estimated Labor:				1,068.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
SUP-**-**-**	SUPPLIES	1	150.00	150.00
Total Estimated Misc:				150.00

Segment 00 Total: 1,218.00

SEGMENT: 01 TROUBLESHOOT ENGINE (035 1000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
09131	CLNR,BRK 200Z CHLR	12	6.27	75.24

PACKET
CITY OF MIDLAND

8.14

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May 14, 2024

Page 1

Total Time and Material Parts: 75.24

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	9.00	213.00	1,917.00
PRF-**-**-**	PERMIAN FLD SJB	-9.00	213.00	-1,917.00

Total Time and Material Labor: 0.00

Labor Summary

Segment 01 Total: 75.24

SEGMENT: 02 REMOVE CYLINDER HEAD ASSEMBLY HEAD ASSEMBLY (011 1100 HB)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price

Total Time and Material Parts: 0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	13.50	213.00	2,875.50

Total Time and Material Labor: 2,875.50

Labor Summary

Segment 02 Total: 2,875.50

SEGMENT: 03 REMOVE & INSTALL ENGINE (010 1000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
0679425	HOSE	1	17.41	17.41
1063969	ELEMENT AS	1	147.89	147.89
1063973	ELEMENT AS	1	102.89	102.89
1180271	HOSE	1	141.17	141.17
1R0762	FILTER A-FUE	1	35.74	35.74
1R1808	FILTER AS-LU	1	42.88	42.88
2087448	CLAMP-T BOLT	8	10.95	87.60
2190313	CLAMP-T'BOLT	4	10.99	43.96
2388649	CAT ELC	6	86.59	519.54
2732999	HOSE	1	18.60	18.60
4571527	FILTER-FUEL	1	46.33	46.33
5P0597	CLAMP	4	6.73	26.92
5P0597	CLAMP	6	6.73	40.38
5P1471	CM-HOSE STK	45	1.34	60.30
5P1471	CM-HOSE STK	50	1.34	67.00
6Y2090	MOUNT AS	2	407.57	815.14
7E8630	HOSE	4	91.00	364.00
7X2564	BOLT	4	15.92	63.68
8S6824	CLAMP A	1	67.37	67.37
8T4123	WASHER	18	2.33	41.94
8T6381	BOLT	2	13.52	27.04
9W6582	SLEEVE	2	22.61	45.22

9W6584	WASHER	2	45.71	91.42
9W9930	MOUNT ASSY	2	65.41	130.82
9X4008	HOSE	2	82.47	164.94
5153957X	15W40 BULK OIL	16	18.28	292.48
RI-PARTS-4	MISC PARTS	1	200.00	200.00

Total Estimated Parts: 3,702.66

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	53.20	213.00	11,331.60

Total Flat Rate Labor: 9,469.60

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
ACR-**-**-**	AIR COND RECYCLE	1	100.00	100.00

Total Time and Material Misc: 100.00

Segment 03 Total: 13,272.26

SEGMENT: 04

RECONDITION ENGINE (020 1000)

NOTES:

INCLUDES HEAD, COOLERS, CYL PACKS, TURBO, INJECTORS, FUEL PUMP, OIL PUMP, OIL/FUEL FILTERS, WATER PUMP, ROD / MAIN BEARINGS AND ALL SEALS, GASKETS AND BEARINGS NEEDED. DOES NOT INCLUDE DYNO LABOR OR PARTS, DOES NOT INCLUDE R&I LABOR. RESUSE ALTERNATOR AND STARTER.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
0R9056	CORE AS.OIL	1	1,172.77	1,172.77
0R9056	CORE DEPOSIT (CORE)	1	553.33	553.33
0R9449	PUMP GP OIL	1	758.47	758.47
0R9449	CORE DEPOSIT (CORE)	1	1,314.23	1,314.23
0S1577	CAP SCREW	12	3.51	42.12
1018468	BEARING	1	50.39	50.39
1075769	SEAL O RING	2	9.01	18.02
1090072	SEAL O RING	1	9.27	9.27
1090078	SEAL O RING	1	8.33	8.33
10R3205	TURBO GP BAS	1	5,847.37	5,847.37
10R3205	CORE DEPOSIT (CORE)	1	3,178.51	3,178.51
10R3265	INJ AS FUEL	6	724.95	4,349.70
10R3265	CORE DEPOSIT (CORE)	6	279.15	1,674.90
10R4556	CORE AS OIL	1	2,678.51	2,678.51
10R4556	CORE DEPOSIT (CORE)	1	1,263.74	1,263.74
10R9789	ALTERNATOR G	1	789.36	789.36
10R9789	CORE DEPOSIT (CORE)	1	820.59	820.59
10R9815	MOTOR G ELECON	1	827.70	827.70
10R9815	CORE DEPOSIT (CORE)	1	860.45	860.45
1104344	EYE	1	111.44	111.44

1135304	SEAL	2	22.67	45.34
1185068	SEAL O RING	1	3.63	3.63
1241854	BOLT 12PT	10	24.41	244.10
1241855	BOLT 12PT	16	22.18	354.88
1250434	SEAL	1	23.47	23.47
1304698	SLEEVE	1	46.94	46.94
1317123	BEARING	1	46.26	46.26
1393550	GASKET-REGUL	1	5.77	5.77
1425868	SEAL GP-CSHF	1	98.41	98.41
1515925	BOLT-OIL JET	6	2.72	16.32
1678130	DAMPER AS	1	1,347.99	1,347.99
1805567	GAGE AS-O LE	1	100.03	100.03
1918303	SENSOR G-SPD	1	170.82	170.82
1946722	SENSOR GP-PR	1	236.30	236.30
1946725	SENSOR GP-PR	1	236.30	236.30
1946725	SENSOR GP-PR	1	236.30	236.30
1R0762	FILTER A-FUE	1	35.74	35.74
1R1808	FILTER AS-LU	1	42.88	42.88
1S9540	DOWEL	1	9.24	9.24
2016617	SENSOR GP-SP	1	194.23	194.23
20R0629	CYL PCK AS	6	786.99	4,721.94
20R0629	CORE DEPOSIT (CORE)	6	363.29	2,179.74
20R1525	PUMP GP F	1	226.30	226.30
20R1525	CORE DEPOSIT (CORE)	1	101.66	101.66
20R2647	HEAD GP CYL	1	4,702.27	4,702.27
20R2647	CORE DEPOSIT (CORE)	1	4,816.77	4,816.77
20R3322	ARM A UI ROC	6	221.02	1,326.12
20R3322	CORE DEPOSIT (CORE)	6	109.41	656.46
2109246	SEAL-O-RING	1	10.86	10.86
2147566	SEAL-O-RING	1	5.22	5.22
2147566	SEAL-O-RING	1	5.22	5.22
2147566	SEAL-O-RING	1	5.22	5.22
2147568	SEAL-O RING	1	5.56	5.56
2147568	SEAL-O RING	1	5.56	5.56
2178938	TIGHTENING-B	1	266.24	266.24
2271204	GASKET	1	68.50	68.50
2284947	SEAL-O-RING	1	6.60	6.60
2284947	SEAL-O-RING	1	6.60	6.60
2287089	SEAL-O-RING	1	5.51	5.51
2338675	TUBE AS.	1	189.07	189.07
2385080	SEAL-O-RING	1	6.51	6.51
2385080	SEAL-O-RING	1	6.51	6.51
2385080	SEAL-O-RING	1	6.51	6.51
2385080	SEAL-O-RING	1	6.51	6.51
2385081	SEAL-O-RING	1	7.34	7.34
2393478	SENSOR GP-PR	1	219.65	219.65
2466036	HOSE	1	22.86	22.86
2485513	REGULATOR-TE	2	56.11	112.22
2531752	PLATE-THRUST	2	44.24	88.48
2613450	BEARING-ROD	6	40.67	244.02

2644297	SENSOR PG	1	56.07	56.07
2644297	SENSOR PG	1	56.07	56.07
2748359	TUBE AS.-OIL	6	105.25	631.50
2751253	SWITCH AS-PR	1	188.70	188.70
2763104	HARNESS AS	1	116.69	116.69
2843502	CLAMP-BAND	2	6.08	12.16
2N3350	SEAL-O-RING	2	11.46	22.92
3068156	STRAP AS	1	24.32	24.32
3178766	BEARING - MA	7	64.84	453.88
3491530	KIT-GASKET(R	1	174.87	174.87
3540049	HARNESS AS	1	758.84	758.84
3565212	BOLT-12 POIN	12	17.99	215.88
3904622	KIT GASKET	1	51.96	51.96
3S9643	SEAL	2	15.12	30.24
4363460	KIT GASKET	1	231.19	231.19
4363461	KIT GASKET	1	176.56	176.56
4579784	KIT GASKET	1	404.68	404.68
4D3704	WASHER	12	2.19	26.28
4N1156	GASKET	1	2.73	2.73
4N1650	DOWEL	1	8.24	8.24
5440250	KIT GASKET	1	510.87	510.87
5886210	PANEL AS-SOU	1	1,411.82	1,411.82
5927299	GASKET KT	1	950.10	950.10
5H1504	WASHER	26	2.51	65.26
5P0840	SEAL-O-RING	1	6.78	6.78
5P8068	SEAL	2	17.36	34.72
6057481	PUMP GP-WATER	1	1,264.83	1,264.83
6069110	SEAL-CRANKSH	1	98.41	98.41
6I1055	DOWEL	1	5.83	5.83
6I4421	PLATE SPACER	1	549.22	549.22
6V3251	SEAL O RING	1	2.24	2.24
6V3683	SEAL O RING	1	9.58	9.58
6V6609	SEAL	1	2.15	2.15
6V6609	SEAL	1	2.15	2.15
8C3089	SEAL FACE	1	18.49	18.49
8C5230	SEAL O RING	2	19.76	39.52
8J4351	SEAL-O-RING	1	14.29	14.29
8L8413	TIE	6	0.81	4.86
9S8004	PLUG	1	8.53	8.53
9S8005	PLUG	2	6.47	12.94
9S8006	PLUG	1	7.42	7.42
RI-PARTS-4	MISC PARTS	2	200.00	400.00

Total Estimated Parts: 58,919.97

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRS-**-**-**	PERMIAN SHOP SJB	111.10	189.00	20,997.90
Total Flat Rate Labor:				20,997.90

Labor Summary**Misc**

Item Number	Description	Qty	Unit Price	Ext Price
GEX-**-**-**	MISC GENERAL (MACHINE SHOP)	1	3,000.00	3,000.00
Total Time and Material Misc:				3,000.00

Segment 04 Total: 82,917.87

SEGMENT: 05 DYNAMOMETER TEST ENGINE (031 1000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1R1808	FILTER AS-LU	1	42.46	42.46
5153957X	15W40 BULK OIL	16	18.28	292.48
Total Estimated Parts:				334.94

Labor

Item Number	Description	Qty	Unit Price	Ext Price
SJM-**-**-**	STD JOB MACH SHP	10.00	172.00	1,720.00
Total Flat Rate Labor:				1,720.00

Labor Summary**Misc**

Item Number	Description	Qty	Unit Price	Ext Price
Total Flat Rate Misc:				831.00

Segment 05 Total: 2,885.94

SEGMENT: 06 REMOVE & INSTALL AFTERCOOLER (010 1063)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
RI-PARTS-2	MISC PARTS	1	100.00	100.00
Total Estimated Parts:				100.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	2.00	213.00	426.00
Total Flat Rate Labor:				356.00

Labor Summary

Segment 06 Total: 456.00

SEGMENT: 07 RECONDITION AFTERCOOLER (020 1063)
NOTES:
INCLUDES CLEAN, INSPECT, AND TEST
ADDITIONAL PARTS MAY BE REQUIRED IF THE COOLER
DOES NOT PASS INSPECTION

Parts

Part Number	Description	Qty	Unit Price	Ext Price
1013125	GASKET	1	7.62	7.62
2087448	CLAMP-T BOLT	8	10.95	87.60
7E8630	HOSE	4	91.00	364.00
7T8331	MOUNTING	4	41.28	165.12
RI-PARTS-1	MISC PARTS	1	50.00	50.00
Total Estimated Parts:				674.34

Labor

Item Number	Description	Qty	Unit Price	Ext Price
PRF-**-**-**	PERMIAN FLD SJB	2.70	213.00	575.10
Total Flat Rate Labor:				480.60

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
GEX-**-**-**	CLEAN, INSEPCT, TEST AFTERCOOLER	1	0.00	0.00
Total Time and Material Misc:				0.00

Segment 07 Total: 1,154.94

SEGMENT: 88 TRAVEL TO/FROM MACHINE (056 7000)
 NOTES:
 10 ROUND TRIPS ARE INCLUDED
 ADDITIONAL TRAVEL MAY BE REQUIRED
 INCLUDES TRANSPORTING THE ENGINE TO AND FROM
 WARREN CAT TO CITY OF MIDLAND LANDFILL

Parts

Part Number	Description	Qty	Unit Price	Ext Price
Total Estimated Parts:				0.00

Labor

Item Number	Description	Qty	Unit Price	Ext Price
TVR-**-**-**	TRAVEL LABOR 10 ROUND TRIPS	20.00	52.50	1,050.00
TVR-**-**-**	TRAVEL LABOR ON MR02293	9.00	52.50	472.50
Total Estimated Labor:				3,335.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Ext Price
TVL-**-**-**	VEHICLE MILEAGE	650	3.00	1,950.00
MF5-**-**-**	FUEL SURCHARGE	1	110.00	110.00
TVL-**-**-**	VEHICLE MILEAGE ON MR02293	180	3.00	540.00
TVP-**-**-**	TRAVEL MILEAGE ON MR02293	65	1.80	117.00
Total Estimated Misc:				3,215.00

Segment 88 Total: 6,550.00

Total Segments: 111,405.75

SUB TOTAL (BEFORE TAXES) 111,405.75

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Ramon Sotelo Phone: 432-444-2990 Email: Ramon.Sotelo@warrencat.com Fax:

-This estimate will expire 14 days from the estimate date.
-Price excludes Freight Charges, Operating Supplies/EPA Fees, Overtime and supplier prices changes and surcharges
-Terms: Net 10th Prox.
-Sales Taxes where applicable are not included with the above prices.

Terms and Conditions

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize Warren CAT, its employees, subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize Warren CAT to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and Warren CAT. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. Warren CAT reserves the right to reject a partial or modified quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at Warren CAT's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS: During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. Warren CAT accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

STANDARD WARRANTY: Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, Warren CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any Warren CAT facility. Ask your service representative about additional or enhanced warranty availability.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATRPIllAR OR WARREN CAT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CORE CHARGES: Core charges will be returned to customer upon acceptance of the core by Caterpillar.

OVERTIME: Overtime can be added at customers request charged at Warren CAT's prevailing overtime rate.

PARTS POLICY: This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

TURNAROUND TIME: Warren CAT will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will Warren CAT or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if Warren CAT or subsidiaries has been advised of the possibility of such loss.



City Council Meeting

Item Number: 9
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) RAS PUMPS FROM ODESSA PUMPS AND EQUIPMENT, INC., THROUGH BUYBOARD FOR A TOTAL COST OF \$130,402.00 (DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution approving the purchase of two (2) RAS Pumps with Odessa Pumps and Equipment Inc. through Buyboard contract 672-22 for the cost of \$130,402.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water and Sewer operating budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff is recommending the purchase of two (2) RAS Pumps with Odessa Pumps and Equipment Inc. through Buyboard contract 672-22. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution approving the purchase of two (2) RAS Pumps with Odessa Pumps and Equipment Inc. of Odessa, Texas through Buyboard contract 672-22 for the cost of \$130,402.00.



City Manager's Office



To: Erika Martinez, Purchasing Manager

From: Carl Craig, PE
Utilities Director

Date: 5/2/2024

Subject: Resolution awarding funds for the purchase of two RAS pumps for the WRF under buyboard contract.

I am writing to request the purchase of two new Return Activated Sludge (RAS) pumps following the failure of the existing units at our water reclamation facility. After evaluating the condition of the damaged pumps, it was determined that the cost of repairs would amount to 80% of the cost of acquiring new pumps. Given the marginal difference in cost and the additional benefits of improved efficiency, reliability, and warranty that come with new equipment, replacing the pumps is deemed more economical and beneficial in the long term.

To expedite this necessary upgrade, we propose to procure the replacement pumps from Odessa Pumps via the BuyBoard Cooperative Purchasing Contract. Utilizing the BuyBoard contract allows us to ensure competitive pricing and compliance with procurement regulations without the need for individual bid solicitation.

The total cost for the purchase of the two new pumps is quoted at \$130,402. This investment will not only restore the functionality of our facility but also enhance our operational reliability.

I kindly request a resolution to proceed with the purchase under the terms outlined in the BuyBoard contract.

Thank you for your attention to this matter and your swift action to facilitate the continuous operation of our facility.

Regards,

Carl Craig

www.MidlandTexas.gov

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF
TWO (2) RAS PUMPS FROM ODESSA PUMPS AND
EQUIPMENT, INC., THROUGH BUYBOARD FOR A
TOTAL COST OF \$130,402.00**

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Odessa Pumps and Equipment, Inc., submitted a total cost to the City of \$130,402.00 for the purchase of two (2) RAS pumps through Buyboard as shown on the quote attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the purchase of two (2) RAS pumps to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of two (2) RAS pumps from Odessa Pumps and Equipment, Inc., through Buyboard;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase of two (2) RAS pumps from Odessa Pumps and Equipment, Inc., through Buyboard for a total cost of \$130,402.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Odessa Pumps and Equipment, Inc., for said RAS pumps from funds available in the Water and Sewer operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by

the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

4/25/2024 3:58:47 PM

ODESSA PUMPS & EQUIPMENT, INC
www.odessapumps.com
ODESSA TX 79766
UNITED STATES

1-432-333-2817

Customer: A017790

KAY MCFEARSON
CITY OF MIDLAND
WPCP
3600 FM 307
MIDLAND TX 79706

Phone: 432-685-7215

Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
EO-0035882	NET 30 DAYS	4/25/2024	5/23/2024	OP122	USD US Dollar
Quantity	Item	Unit Price	Extended Price		
2.000	QUOTED ITEM	65,201.00000	130,402.00		

EA

UPEER_10MA/HC PUMP, VERTICAL, TURBINE,

6 STAGES

CONTACT LOCATION:

ODESSA PUMPS
5411 W. McCORMICK RD #100
AMARILLO, TX 79118
(806) 622-9955

FREIGHT WILL BE ADDED TO INVOICE

LEAD TIME IS 15 WORK WEEKS ARO

BUY BOARD CONTRACT 672-22

Sale Amount:	130,402.0
Order Disc(0.0000%):	00.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	130,402.00

REMIT TO: ODESSA PUMPS & EQUIPMENT INC P.O. BOX 207614 DALLAS, TX 75320-7614

PACKET

9.6

May 14, 2024

OP

ODESSA PUMPS & EQUIPMENT, INC

Page 1 of 1

cavitt.ashby@dnw.com

Exhibit A

4/25/2024 3:58:47 PM

ODESSA PUMPS & EQUIPMENT, INC
www.odessapumps.com
ODESSA TX 79766
UNITED STATES

1-432-333-2817

Customer: A017790

KAY MCFEARSON
CITY OF MIDLAND
WPCP
3600 FM 307
MIDLAND TX 79706

Phone: 432-685-7215

Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
EO-0035882	NET 30 DAYS	4/25/2024	5/23/2024	OP122	USD US Dollar
Quantity	Item	Unit Price	Extended Price		
2.000	QUOTED ITEM	65,201.00000	130,402.00		

EA

UPEER_10MA/HC PUMP, VERTICAL, TURBINE,

6 STAGES

CONTACT LOCATION:

ODESSA PUMPS
5411 W. McCORMICK RD #100
AMARILLO, TX 79118
(806) 622-9955

FREIGHT WILL BE ADDED TO INVOICE

LEAD TIME IS 15 WORK WEEKS ARO

BUY BOARD CONTRACT 672-22

Sale Amount:	130,402.0
Order Disc(0.0000%):	00.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	130,402.00

REMIT TO: ODESSA PUMPS & EQUIPMENT INC P.O. BOX 207614 DALLAS, TX 75320-7614

PACKET

9.7

May 14, 2024

OP

ODESSA PUMPS & EQUIPMENT, INC

Page 1 of 1

cavitt.ashby@dnw.com



City Council Meeting

Item Number: 10
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A CONTRACT FOR JANITORIAL SERVICES FOR CITY BUILDINGS TO SOUTHERN CLEANING SERVICE, INC., IN THE AMOUNT OF \$428,400.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding a contract for two (2) years to Southern Cleaning Service, Inc. (SCSI) for janitorial services for City buildings for the General Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund Operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

City Managers approved specifications and authorized advertisement for bids for janitorial services for City buildings. Bid requests were distributed to fifty-four (54) janitorial service companies. We received bids from eleven (11) companies. Southern Cleaning Service, Inc. (SCSI) was the apparent low bidder. Staff recommends awarding a two (2) year contract to Southern Cleaning Service, Inc. Please see the attached memo from Regina Stephenson, General Services Director, for additional information.

Therefore, please consider a resolution awarding a contract for two (2) years to Southern Cleaning Service, Inc. of Springville, Alabama for janitorial services for City buildings for the General Services Department for a cost of \$428,400.00.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Morris Williams, Deputy City Manager
FROM: Regina Stephenson, General Services Director
SUBJECT: 24002365 Janitorial Services for City of Midland buildings
DATE: April 12, 2024

The current janitorial contract was awarded in 2019 and the current janitorial services vendor is requesting a cost increase. Also, buildings have been removed from and added to the current contract, therefore, staff issued a request for proposals for janitorial services for nine (9) buildings in February 2024.

We received eleven (11) proposals ranging in cost from \$231,893.04 to \$1,541,400.00 for an initial twenty-four (24) month contract period. Staff requested a best and final offer from the lowest proposer (\$231,893.04) and from the next lowest proposer that provided a cost for all buildings (\$455,904.00). The lowest proposer's best and final offer increased to \$454,654.32 and the next lowest proposer's (Southern Cleaning Service, Inc.) best and final offer decreased to \$428,400.00. Southern Cleaning Service, Inc. (SCSI) was also scored the highest by the evaluation team and the references gave us positive feedback. Staff recommends awarding the janitorial contract to Southern Cleaning Service, Inc. (SCSI).

Therefore, please consider a resolution awarding a contract for twenty-four (24) months with possible renewals to Southern Cleaning Service, Inc. (SCSI) for \$428,400.00.

24002365 Janitorial Services RFP																									
Bid Opening: March 6, 2024																									
			8A Professional Cleaning Services, LLC		ABM		American Facility Services, Inc.		DLP Services		EcoBrite Services, LLC		Kings Clean		Kleen-Tech Services, LLC		S&T Janitorial Service LLC		SCSI, Southern Cleaning Service Inc		TECHNOLOGIES LINK BUSINESS AND SERVICES		UBM		
			\$933,840.00		\$454,654.32		\$986,609.28		\$806,146.08		\$518,292.72		\$424,464.00		\$461,856.00		\$1,541,400.00		\$428,400.00		\$ 459,839.04		\$545,038.32		
#	Items	Length of Initial Contract (Months)	Area (Square Feet)	UnitPrice	TotalCost	UnitPrice	TotalCost	Unit Price	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
#0-1	City Hall	24	41,048	\$8,900.00	\$213,600.00	\$4,217.50	\$101,220.00	\$8,950.26	\$214,806.24	\$ 4,293.48	\$103,043.52	\$5,044.21	\$121,061.04	\$5,241.00	\$125,784.00	\$4,724.00	\$113,376.00	\$10,400.00	\$249,600.00	\$6,700.00	\$160,800.00	\$3,902.69	\$93,664.56	\$5,687.44	\$136,498.56
#0-2	Municipal Court	24	29,000	\$7,300.00	\$175,200.00	\$2,863.75	\$68,730.00	\$4,076.91	\$97,845.84	\$ 4,415.51	\$ 105,972.24	\$3,625.53	\$87,012.72	\$4,586.00	\$110,064.00	\$3,416.00	\$81,984.00	\$6,950.00	\$166,800.00	\$3,200.00	\$76,800.00	\$2,749.90	\$65,997.60	\$3,641.99	\$87,407.76
#0-3	Health Department	24	8,338	\$4,000.00	\$96,000.00	\$2,289.25	\$54,942.00	\$1,368.36	\$32,840.64	\$ 1,833.99	\$ 44,015.76	\$1,103.42	\$26,482.08	\$1,310.00	\$31,440.00	\$1,113.00	\$26,712.00	\$6,950.00	\$166,800.00	\$1,550.00	\$37,200.00	\$1,111.81	\$26,083.44	\$1,850.65	\$44,415.60
#0-4	Animal Services	24	3,500	\$1,850.00	\$44,400.00	\$1,197.32	\$28,735.68	\$595.14	\$14,283.36	\$1,645.30	\$39,487.20	\$788.16	\$18,915.84	\$655.00	\$15,720.00	\$545.00	\$13,080.00	\$5,200.00	\$124,800.00	\$1,000.00	\$24,000.00	\$796.89	\$19,125.36	\$890.20	\$21,364.80
#0-5	Transportation, Building 3	24	6,776	\$2,700.00	\$64,800.00	\$1,509.87	\$36,236.88	\$1,082.68	\$25,984.32	\$ 1,773.07	\$ 42,553.68	\$788.16	\$18,915.84	\$327.00	\$7,848.00	\$852.00	\$20,448.00	\$5,200.00	\$124,800.00	\$1,000.00	\$24,000.00	\$1,040.89	\$24,981.36	\$1,062.21	\$25,493.04
#0-6	Municipal Garage Office, Building 4	24	2,900	\$1,700.00	\$40,800.00	\$1,509.87	\$36,236.88	\$650.63	\$15,615.12	\$1,621.90	\$38,925.60	\$788.16	\$18,915.84	\$327.00	\$7,848.00	\$529.00	\$12,696.00	\$6,950.00	\$166,800.00	\$1,000.00	\$24,000.00	\$861.09	\$20,666.16	\$505.48	\$12,131.52
#0-7	Municipal Garage Shop	24	29,100	\$2,500.00	\$60,000.00	\$1,509.87	\$36,236.88	\$6,699.48	\$160,787.52	\$ 3,827.51	\$ 91,860.24	\$3,625.53	\$87,012.72	\$1,310.00	\$31,440.00	\$3,518.00	\$84,432.00	\$6,950.00	\$166,800.00	\$500.00	\$12,000.00	\$2,112.98	\$50,711.52	\$3,812.07	\$91,489.68
#0-8	Wall Street Lofts Parking Garage	24	111,256	\$2,560.00	\$61,440.00	\$1,814.04	\$43,536.96	\$13,316.54	\$319,596.96	\$ 8,899.71	\$213,593.04	\$2,364.47	\$56,747.28	\$1,310.00	\$31,440.00	\$3,419.00	\$82,056.00	\$3,475.00	\$83,400.00	\$1,200.00	\$28,800.00	\$3,507.81	\$84,187.44	\$601.12	\$14,426.88
#0-9	F, Vehicle Services	24	8,932	\$2,400.00	\$57,600.00	\$1,176.05	\$28,225.20	\$1,405.93	\$33,742.32	\$ 1,849.94	\$ 44,398.56	\$2,364.47	\$56,747.28	\$2,620.00	\$62,880.00	\$1,128.00	\$27,072.00	\$5,200.00	\$124,800.00	\$1,200.00	\$28,800.00	\$1,267.90	\$30,429.60	\$3,130.14	\$75,123.36
#0-10	Midland Utilities Service Center, Area C Water & Wastewater/ Solid Waste	24	19,252	\$5,000.00	\$120,000.00	\$856.41	\$20,553.84	\$2,712.79	\$65,106.96	\$ 3,429.01	\$ 82,296.24	\$1,103.42	\$26,482.08	No Bid	No Bid	No Bid	No Bid	\$6,950.00	\$166,800.00	\$500.00	\$12,000.00	\$1,808.00	\$43,392.00	\$1,528.63	\$36,687.12
Bidding Summary 54 Bid requests were issued 11 Bids were listed above 0 NO BIDS were received 43 Bidders did not respond																									

RESOLUTION NO.

**RESOLUTION AWARDING A CONTRACT FOR
JANITORIAL SERVICES FOR CITY BUILDINGS TO
SOUTHERN CLEANING SERVICE, INC., IN THE
AMOUNT OF \$428,400.00**

WHEREAS, the City Manager approved specifications and authorized the advertisement for bids for janitorial services for City buildings; and

WHEREAS, eleven (11) bids were received with the lowest and most responsible bid being submitted by Southern Cleaning Service, Inc., at a total cost of \$428,400.00, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Southern Cleaning Service, Inc., of Midland, Texas, for said services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Southern Cleaning Service, Inc., for said janitorial services at a total cost of \$428,400.00. Said contract being substantially similar to Exhibit B, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Southern Cleaning Service, Inc., pursuant to the terms of said contract from funds available in the General Fund Operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

24002365 Janitorial Services RFP																									
Bid Opening: March 6, 2024																									
				8A Professional Cleaning Services, LLC		ABM		American Facility Services, Inc.		DLP Services		EcoBrite Services, LLC		Kings Clean		Kleen-Tech Services, LLC		S&T Janitorial Service LLC		SCSI, Southern Cleaning Service Inc		TECHNOLOGIES LINK BUSINESS AND SERVICES		UBM	
				\$933,840.00		\$454,654.32		\$980,609.28		\$806,146.08		\$518,292.72		\$424,464.00		\$461,856.00		\$1,541,400.00		\$428,400.00		\$ 469,839.04		\$545,038.32	
		Length of Initial Contract (Months)	Area (Square Feet)	UnitPrice	TotalCost	UnitPrice	TotalCost	Unit Price	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
#	Items																								
#0-1	City Hall	24	41,048	\$8,900.00	\$213,600.00	\$4,217.50	\$101,220.00	\$8,950.26	\$214,806.24	\$ 4,293.48	\$103,043.52	\$5,044.21	\$121,061.04	\$5,241.00	\$125,784.00	\$4,724.00	\$113,376.00	\$10,400.00	\$249,600.00	\$6,700.00	\$160,800.00	\$3,902.69	\$93,664.56	\$5,687.44	\$136,498.56
#0-2	Municipal Court	24	29,000	\$7,300.00	\$175,200.00	\$2,863.75	\$68,730.00	\$4,076.91	\$97,845.84	\$ 4,415.51	\$ 105,972.24	\$3,625.53	\$87,012.72	\$4,586.00	\$110,064.00	\$3,416.00	\$81,984.00	\$6,950.00	\$166,800.00	\$3,200.00	\$78,800.00	\$2,749.90	\$66,997.60	\$3,641.99	\$87,407.76
#0-3	Health Department	24	8,338	\$4,000.00	\$96,000.00	\$2,289.25	\$54,942.00	\$1,368.36	\$32,840.64	\$ 1,833.99	\$ 44,015.76	\$1,103.42	\$26,482.08	\$1,310.00	\$31,440.00	\$1,113.00	\$26,712.00	\$6,950.00	\$166,800.00	\$1,550.00	\$37,200.00	\$1,111.81	\$26,083.44	\$1,850.65	\$44,415.60
#0-4	Animal Services	24	3,500	\$1,850.00	\$44,400.00	\$1,197.32	\$28,735.68	\$595.14	\$14,283.36	\$1,645.30	\$39,487.20	\$788.16	\$18,915.84	\$655.00	\$15,720.00	\$545.00	\$13,080.00	\$5,200.00	\$124,800.00	\$1,000.00	\$24,000.00	\$796.89	\$19,125.36	\$890.20	\$21,364.80
#0-5	Transportation, Building 3	24	6,776	\$2,700.00	\$64,800.00	\$1,509.87	\$36,236.88	\$1,082.68	\$25,984.32	\$ 1,773.07	\$ 42,553.68	\$788.16	\$18,915.84	\$327.00	\$7,848.00	\$852.00	\$20,448.00	\$5,200.00	\$124,800.00	\$1,000.00	\$24,000.00	\$1,040.89	\$24,981.36	\$1,062.21	\$25,493.04
#0-6	Municipal Garage Office, Building 4	24	2,900	\$1,700.00	\$40,800.00	\$1,509.87	\$36,236.88	\$650.63	\$15,615.12	\$1,621.90	\$38,925.60	\$788.16	\$18,915.84	\$327.00	\$7,848.00	\$529.00	\$12,696.00	\$6,950.00	\$166,800.00	\$1,000.00	\$24,000.00	\$861.09	\$20,666.16	\$505.48	\$12,131.52
#0-7	Municipal Garage Shop	24	29,100	\$2,500.00	\$60,000.00	\$1,509.87	\$36,236.88	\$6,699.48	\$160,787.52	\$ 3,827.51	\$ 91,860.24	\$3,625.53	\$87,012.72	\$1,310.00	\$31,440.00	\$3,518.00	\$84,432.00	\$6,950.00	\$166,800.00	\$500.00	\$12,000.00	\$2,112.98	\$50,711.52	\$3,812.07	\$91,489.68
#0-8	Wall Street Lofts Parking Garage	24	111,256	\$2,560.00	\$61,440.00	\$1,814.04	\$43,536.96	\$13,316.54	\$319,596.96	\$ 8,899.71	\$213,593.04	\$2,364.47	\$56,747.28	\$1,310.00	\$31,440.00	\$3,419.00	\$82,056.00	\$3,475.00	\$83,400.00	\$1,200.00	\$28,800.00	\$3,507.81	\$84,187.44	\$601.12	\$14,426.88
#0-9	F, Vehicle Services	24	8,932	\$2,400.00	\$57,600.00	\$1,176.05	\$28,225.20	\$1,405.93	\$33,742.32	\$ 1,849.94	\$ 44,398.56	\$2,364.47	\$56,747.28	\$2,620.00	\$62,880.00	\$1,128.00	\$27,072.00	\$5,200.00	\$124,800.00	\$1,200.00	\$28,800.00	\$1,267.90	\$30,429.60	\$3,130.14	\$75,123.36
	Midland Utilities Service Center, Area																								
#0-10	C Water & Wastewater/ Solid Waste	24	19,252	\$5,000.00	\$120,000.00	\$856.41	\$20,553.84	\$2,712.79	\$65,106.96	\$ 3,429.01	\$ 82,296.24	\$1,103.42	\$26,482.08	No Bid	No Bid	No Bid	No Bid	\$6,950.00	\$166,800.00	\$500.00	\$12,000.00	\$1,808.00	\$43,392.00	\$1,528.63	\$36,687.12
Bidding Summary																									
54 Bid requests were Issued																									
11 Bids were listed above																									
0 NO BIDS were received																									
43 Bidders did not respond																									

Exhibit A

**CITY OF MIDLAND
SERVICE CONTRACT
#24002365**

THIS CONTRACT, effective this 14th day of May 2024, by and between the City of Midland, hereinafter referred to as the "CITY" and Southern Cleaning Service, Inc., hereinafter referred to as the "COMPANY".

Projected Cost for Two (2) Years for Janitorial Services for City Buildings: \$428,400.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor; all of which are made a part hereof and collectively evidence and constitute the entire Contract.
2. **EMPLOYEES:** COMPANY 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 City Buildings pursuant to this contract. The names and records of all employees used pursuant to this contract shall be furnished by COMPANY to the City's Supervisor of Building Maintenance. The Supervisor of Building Maintenance may, for cause, forbid employment of any particular employee by COMPANY for work at City Buildings. All of COMPANY'S employees at City Buildings shall be furnished a button or badge affixed to their shirts or blouses with the name of COMPANY clearly legible thereon. Such identification must be worn by those employees while fulfilling their duties at City Buildings. COMPANY 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.
3. **FIDELITY REQUIREMENT:** COMPANY shall indemnify and hold harmless CITY from any property theft or damage or theft of information occasioned by the presence of COMPANY or its employees at City Buildings. COMPANY shall supply to CITY a Fidelity Bond guaranteeing the honesty of it and each of its employees and indemnifying CITY to the extent of \$10,000.00 for theft or damage of property or theft of information which CITY may suffer as a result of actions of COMPANY or its

employees. In lieu of the Fidelity Bond COMPANY may furnish liability insurance with Crime and Employee Dishonesty endorsements at minimum limits of \$250,000.00. Should CITY institute an investigation into the theft or damage of property or theft of information in which COMPANY or its employees shall be suspect, COMPANY and its employees shall submit to polygraph tests as part of that investigation. Should the investigation ultimately reveal culpability on the part of COMPANY or its employees, the polygraph test shall be paid for by COMPANY, otherwise the cost will be borne by CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. **INDEMNITY: COMPANY 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, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S 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 COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

5.1. COMPANY 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, 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 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 COMPANY OR COMPANY'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 COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE 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 AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS 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 COMPANY 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 CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

- a. defective work not corrected;
- b. completed service report not submitted;
- c. failure of COMPANY to pay subcontractors or suppliers;

- d. damage to other work or CITY's property or equipment; or
- e. default of COMPANY in performance of this Contract.

8. This contract shall extend according to its terms from the date first set out in the execution to two (2) years therefrom. Thereafter, this contract may be extended only upon written agreement of the parties. Any increase in cost shall be limited for labor to any increases in minimum wage and any increase in other costs shall be limited to documented changes in the Consumer Price Index All Items, Dallas-Fort Worth SMA, latest data as of the date of the contract. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters and in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal. However, if at any time the City deems the Company's performance under this contract to be unsatisfactory, it may cancel this contract upon ninety (90) days notice to the Company. Likewise, the Company may terminate this contract upon ninety (90) days written notice to the City should the City breach any of the material terms of this contract.

9. COMPANY shall:

- a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;
- b. have a designated supervisor on the job site at all times work is in progress;
- c. make no changes in the scheduled work without written authorization from CITY;
- e. permit and facilitate inspection of the work in progress by CITY;
- f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;
- g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;
- h. remedy all defects in workmanship which develop within a period of one (1) year from the date of service report acceptance by CITY; and
- i. not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option,

terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY. Southern Cleaning Service, Inc.
13052 US HWY 11
Springville, AL 35146

The above addresses may be changed at any time by providing written notice to the other party.

13. **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. The obligations and undertakings of each of the parties 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 contract or the performance of this contract shall be in Midland County, Texas.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be

binding.

17. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the “Prompt Pay Act”) does not waive governmental immunity.

18. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY’S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY’S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

19. **WAIVER OF ATTORNEY FEES:** BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY 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, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY’S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT

THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

20. **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, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) 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 COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification 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 COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract 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.

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

23. **THIRD-PARTY BENEFICIARY:** 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.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

26. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due

thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

27. **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.

28. **TERMINATION AT WILL:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY 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.

29. **INSURANCE**

COMPANY 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

Worker's Compensation: Statutory limits

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

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

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or

termination of such coverage.

COMPANY 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 CITY of Midland and policies that name 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, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

30. **COMPLIANCE:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

31. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the “Anti-Boycott Statutes”) apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

33. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

35. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.
THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of Southern Cleaning Service, Inc., 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 _____, 2024.

Notary Public, State of _____

BAFO 24002365 Janitorial Services RFP from Southern Cleaning Services, Inc.

Success: All data is valid!

							Numeric	
Status	Bid/No Bid Decision	#	Item	Length of Initial Contract (Months)	Area (Square Feet)	Time (Average daily time required to complete service)	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	City Hall	24	41048	Daily 6:00 PM to 12:00 AM	\$ 6,700.00	\$ 160,800.00
Success: All values provided	Bid	#0-2	Municipal Court	24	29000	Daily 6:00 PM to 12:00 AM	\$ 3,200.00	\$ 76,800.00
Success: All values provided	Bid	#0-3	Health Department	24	8338	Daily 12:00 PM to 1:30 PM and 6:00 PM to 12:00 AM	\$ 1,550.00	\$ 37,200.00
Success: All values provided	Bid	#0-4	Animal Services	24	3500	Daily 6:00 PM to 12:00 AM	\$ 1,000.00	\$ 24,000.00
Success: All values provided	Bid	#0-5	Transportation, Building 3	24	6776	Daily 6:00 PM to 12:00 AM	\$ 1,000.00	\$ 24,000.00
Success: All values provided	Bid	#0-6	Municipal Garage Office, Building 4	24	2900	Daily 6:00 PM to 12:00 AM	\$ 1,000.00	\$ 24,000.00
Success: All values provided	Bid	#0-7	Municipal Garage Shop	24	29100	Daily 6:00 PM to 12:00 AM	\$ 500.00	\$ 12,000.00
Success: All values provided	Bid	#0-8	Wall Street Lofts Parking Garage	24	111256	Monday, Wednesday, & Friday 9:00 AM to 12:00 PM	\$ 1,200.00	\$ 28,800.00
Success: All values provided	Bid	#0-9	Midland Utilities Service Center, Area C, Water & Wastewater & Solid Waste	24	19252	Daily 6:00 PM to 12:00 AM	\$ 1,200.00	\$ 28,800.00
Success: All values provided	Bid	#0-10	Midland Utilities Service Center, Area F, Vehicle Services	24	8932	Daily 6:00 PM to 12:00 AM	\$ 500.00	\$ 12,000.00
Basket Total								\$ 428,400.00
Grand Total								\$ 428,400.00

THE CITY OF MIDLAND
DETAIL SHEET
For Janitorial Services
#24002365

ITEM	DESCRIPTION	AREA*	TIME**	QTY** *	COST EA.	TOTAL
1	City Hall	41,048 sq ft	6pm – 12am	24 mo	\$6,700	\$160,800
2	Municipal Court	29,000 sq ft	6pm - 12am	24 mo	\$3,200	\$76,800
3	Health Department	8,338 sq ft	6pm – 12am	24 mo	\$1,550	\$37,200
4	Animal Services	3,500 sq ft	6pm – 12am	24 mo	\$1,000	\$24,000
5	Transportation, Bldg 3	6,776 sq ft	6pm – 12am	24 mo	\$1,000	\$24,000
6	Municipal Garage Office, Bldg 6	2,900 sq ft	6pm – 12am	24 mo	\$1,000	\$24,000
7	Municipal Garage Shop, Bldg 6	29,100 sq ft	6pm – 12am	24 mo	\$500	\$12,000
8	Wall Street Lofts Parking Garage	111,256 sq ft	Monday, Wednesday and Friday 9am – 12pm	24 mo	\$1,200	\$28,800
9	Midland Utilities Service Center, Area C, Water & Wastewater & Solid Waste	19,252 sq ft	6pm – 12am	24 mo	\$1,200	\$28,800
10	Midland Utilities Service Center, Area F, Vehicle Services	8,932 sq ft	6pm – 12am	24 mo	\$500	\$12,000
	Total Bid					\$428,400

* Bidders are to ensure that the areas to be serviced correspond to the estimated square footage shown above. Any addition or subtraction of space per square foot should be noted.

** Average daily time required to complete service.

*** Length of initial contract.

VENDOR CONTACT:

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

The City Of Midland

Office of the Purchasing Agent

P.O. Box 1152

Midland, TX 79702

OR

FAX: (432) 685-0523

E-mail: purchasing@midlandtexas.gov

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

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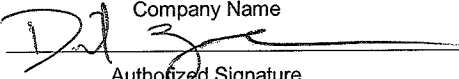
10.21

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

responsive and will be rejected.

Southern Cleaning Service, Inc.

Company Name


Authorized Signature
David Yance

Print Above Name

4/12/2024

Date
205-467-6655

Phone

Fax

Request for Proposals

RFP 24002365

for

Janitorial Services for various City owned buildings

Proposals for this requirement will be accepted until 2:00 P.M. on February 28, 2024

Proposals May be Mailed or Delivered to:

**City Secretary
City of Midland
Suite 330
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 330 Midland, TX 79701)**

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. **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
2. **COMPLIANCE**. – COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS GOVERNMENT CODE SECTION 2252.908, *ET SEQ.*, AS AMENDED. COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 176.006, *ET SEQ.*, AS AMENDED.
3. **PUBLIC INFORMATION**. TO THE EXTENT THAT PROPOSER IS SUBMITTING A PROPOSAL FOR A CONTRACT DESCRIBED BY SECTION 552.371 OF THE TEXAS GOVERNMENT CODE, PROPOSER AGREES AS FOLLOWS IN ACCORDANCE WITH SECTION 552.372(B) OF THE TEXAS GOVERNMENT CODE: THE REQUIREMENTS OF SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE, MAY APPLY TO THIS PROPOSAL, AND THE CONTRACTOR OR VENDOR AGREES THAT THE CONTRACT CAN BE TERMINATED IF THE CONTRACTOR OR VENDOR KNOWINGLY OR INTENTIONALLY FAILS TO COMPLY WITH A REQUIREMENT OF THAT SUBCHAPTER.

See Section 1.9 for Pre-proposal Meeting Information

SCHEDULE OF EVENTS

RFP 24002365
For
Janitorial Services

Event	Date*
Intended date for RFP Release.....	02/07/24
Non-mandatory Pre-proposal Meeting at 3:00 PM	2/14/24
Cutoff Date for inquiries and clarification.....	02/21/24
Proposal Due Date	02/28/24
Notification of Vendor Interviews / Product Demonstrations	To Be Determined
Intended Date for Contract Award.....	04/09/24

*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.

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 (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for Janitorial Services 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. TRADE SECRETS

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

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

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

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

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

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

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

1.7. LATE PROPOSALS

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

1.8. PREPARING A RESPONSE

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

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

1.9. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be conducted at City Hall, Classroom B, 300 North Loraine, Midland, Texas on February 14, 2024 at 3:00 PM. Offerors may use this opportunity to notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City.

1.10. CLARIFICATION/ INTERPRETATION

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

The City Of Midland
Office of the Purchasing Agent OR
P.O. Box 1152
Midland, TX 79702

FAX: (432) 685-0523

Email: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

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

1.12. INTERPRETATION:

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

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

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

1.13. OFFER PRICING

Offerors must respond to this RFP by utilizing the RFP Bid Table. The Bid Table 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.

1.14. ALTERNATE PROPOSALS

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

1.15. SUBMITTING A SEALED PROPOSAL

1.15.1. Number of copies and Location:

1.15.1.1. 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.

PACKET

10:27

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1.15.2. Each Offeror who submits a proposal represents that:

- 1.15.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- 1.15.2.2. 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.
- 1.15.2.3. 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.

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

1.15.4. 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.

1.16. 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.

1.17. BONDING REQUIREMENTS

See 7.2.15.1

1.18. 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.

(Section 1.19 is optional based on whether or not subcontractors will be involved.)

1.19. SUBCONTRACTING

1.19.1. 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.

1.19.2. 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.

1.20. INSURANCE REQUIREMENTS

See Contract or Agreement

1.21. 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.

1.22. 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.

1.23. CONTRACT PROVISIONS AND TERMS

1.23.1. Contract Execution

1.23.1.1. 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.

1.23.2. Terms and Conditions

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

1.23.3. 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.

1.23.4. The initial contract(s) term is for a period of Two (2) years. This contract may be extended only upon written agreement of the parties. Any increase in cost shall be limited for labor to any increases in minimum wage and any increase in other costs shall be limited to documented changes in the Consumer Price Index All Items, Dallas-Fort Worth SMA, latest data as of the date of the contract. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters and in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal. However, if at any time the City deems the Company's performance under this contract to be unsatisfactory, it may cancel this contract upon ninety (90) days notice to the Company. Likewise, the Company may terminate this contract upon ninety (90) days written notice to the City should the City breach any of the material terms of this contract.

1.23.5. 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.

1.23.6. 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 CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS PROPOSAL, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS PROPOSAL. OFFEROR SPECIFICALLY AGREES THAT IF OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS PROPOSAL, 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, 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. OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS PROPOSAL. OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THE CONTRACT.
- 2.3. OFFEROR IS RELYING ON ITS OWN JUDGMENT. OFFEROR HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.
- 2.4. WAIVER:
- 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

Janitorial Services Specifications

The City of Midland is seeking a Company to provide janitorial services in accordance with the attached contract and the specifications herein for the following area(s):

BUILDING/ADDRESS	Sq. Ft.	Contact
City Hall, 300 N. Loraine	41,048	Mark Garcia, Superintendent
Municipal Court, 201 E Texas Ave	29,000	Judge Tim Meeks
Health Department, 3303 W. Illinois	8,338	Whitney Craig, Administrator
Animal Services, 1200 N Fairgrounds Rd.	3,500	Melissa Griffin-Hobson Animal Services Manager
Transportation, 1602 E. Orchard Lane, Bldg 3	6,776	Abe Langston, Asst. Trans. Manager
Municipal Garage Office, 1701 E. Orchard Lane	2,900	Manuel Salinas, Superintendent
Municipal Garage Shop, 1701 E. Orchard Lane	29,100	Manuel Salinas, Superintendent
Wall St. Lofts Parking Garage, 108 East Texas	111,256	Mark Garcia, Superintendent
Midland Utilities Service Center, Area C – Water & Wastewater/Solid Waste, 401 N. Carver St.	19,252	Mark Garcia, Superintendent
Midland Utilities Service Center, Area F – Vehicle Services, 401 N. Carver St.	8,932	Mark Garcia, Superintendent

3.1 PURPOSE

Maintain a clean office and work environment for employees using these facilities.

3.2 VENDOR CONTACT:

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

The City Of Midland
Attn: Purchasing Manager
P.O. Box 1152
Midland, TX 79702

OR

Fax: 432-685-0523
Email: purchasing@midlandtexas.gov

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

4. DEFINITIONS

4.1. CITY

City of Midland

4.2. COMPANY

PACKET
Successful Bidder

10.31

May 14, 2024

4.3 Dusted Surface

A surface free of dirt, dust streaks, lint and cobwebs

4.4 Vacuumed Surface

A floor or stairway free of dust, dirt, and debris in corners, behind doors and under desks, tables, radiators and other furniture standing off the floor on legs.

4.5 Mopped Surface

A floor free of dirt, dust, debris, streaks or standing water and without splash marks or water stains on baseboards.

4.6 Waxed Surface

A thin, even coating of approved non-slip wax. Floors are clean and bright in the entire area, including corners and under furniture.

5. DOCUMENTS

Contract

Exhibit A - These specifications, Proposal or Cost Summary

Exhibit B – Intentionally Omitted

Exhibit C – Intentionally Omitted

Exhibit D – Intentionally Omitted

6. REQUIREMENTS

Vendor shall comment in the right margin as to whether his bid meets or exceeds the minimum specification shown. Please explain how it exceeds or falls short of the requirement. Use blue or Black ink if complete by hand.

**Requirement
Comment**

Vendor

6.1.1. Permits and Licenses:

- 6.1.1.1. The Company shall, at his expense, obtain all permits and licenses necessary for the performance of the contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Company's performance of the work. (Call 685-7390 for permit information.)

6.1.2. Taxes:

- 6.1.2.1. Portions of the contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. (Refer to Texas Tax Code, Title 2, Subtitle E, Chapter 151, Subchapter H, Subsections 151.309, 151.311 and 151.3111.)
- 6.1.2.2. Tax Exemption Certificate.
The Company may obtain a sales tax exemption certificate from the City of Midland upon request from the Purchasing Office.
- 6.1.2.3. All labor performed on the project, all materials incorporated into the project and other costs such as overhead allocation qualify for the exemption. However, equipment, parts for equipment, and tools purchased for use on the project, but are not incorporated may not qualify for the exemption.
- 6.1.2.4. Company shall be responsible for the determination of what portion, if any, of the contract has taxes due and payment of said taxes. DO NOT BILL ANY SALES OR USE TAX TO THE CITY.

6.2. GENERAL

6.2.1. Bid Validity Period

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

6.2.2. Work Hours

- 6.2.1.2. See Detail Sheet.

6.2.3. Supervision

- 6.2.3.1. Supervisors (on the job) will accompany work in progress. Representatives of Company will be on duty when labor personnel are performing duties as listed in this agreement.
- 6.2.3.2. The supervisor is responsible for:
- 6.2.3.3. Daily contact with building management
- 6.2.3.4. Supervision of nightly work schedules
- 6.2.3.5. Periodic frequency logs

- 6.2.3.6. All of these job records shall be available upon request
- 6.2.3.7. **Licenses:** Company shall possess, pay for, and keep current all state and local licenses required for the services to be performed herein.

6.2.4. Wage Scale

- 6.2.4.1. All personnel in housekeeping categories will be paid no less than minimum wage scale per hour as required by Federal law.

6.2.5. Machinery, Equipment, Supplies

- 6.2.5.1. All floor machines, vacuums, related hand tools, expendable materials, and other needed equipment will be stored on the premises. Company to furnish all equipment and material necessary to perform services

6.2.6. Storage Areas

- 6.2.6.1. Company shall store supplies, materials and equipment in storage areas and custodial closets as designated by the Director.
- 6.2.6.2. Storage practices shall be consistent with all applicable safety and fire prevention procedures
- 6.2.6.3. All space assigned to or used by the Company as storage, supply or janitorial closet space shall be cleaned and kept in a state of cleanliness satisfactory to the Director.

6.2.7. Records Keeping

- 6.2.7.1. Security file
- 6.2.7.2. Company agrees that all of its books and records relating to the hours of service, including direct and indirect payroll and cost of machines, equipment, supplies, and materials and Material Safety Data Sheets (MSDS) used in the performance of the services under this Contract shall be maintained at all times during the term thereof. These documents can be used for auditing purposes and shall be supplied to Director when requested.
- 6.2.7.3. A record file will be set up and accurately maintained on each employee
- 6.2.7.4. Each employee will be thoroughly screened prior to employment.
- 6.2.7.5. Company agrees that its employees who perform series hereunder shall be properly trained and qualified to perform the work and service herein. All Company's employees who perform services shall do so in a careful and efficient manner consistent with the highest standards in the janitorial maintenance industry.
- 6.2.7.6. Management and supervisory staff of Company will have the authority for employment, substitution, replacement, or discharge of cleaning personnel needed to satisfactorily perform these agreements in said buildings. It is agreed that the Company will co-operate with the City Officials in regard

to personnel matters.

6.2.8. Building Keys and Access Cards

- 6.2.8.1. All keys and access cards for cleaning personnel will be assigned at the beginning of each work shift and will be turned in to the job supervisor at the end of that shift.

6.2.9. Periodic Service Log

- 6.2.9.1. Periodic service log will be accurately maintained to record the frequencies of services scheduled in this contract.

6.2.10. Inspections

- 6.2.10.1. Company's Supervisor is required to perform and log daily inspections. Customer's Building Manager will conduct monthly inspections.

6.2.11. Personnel Documents

- 6.2.11.1. The Company shall always maintain a personnel file on each individual employed on a permanent, temporary, or reserve/on-call basis. The file shall include as a minimum the originals or copies of the following:
 - 6.2.11.2. Employee Information Form (form provided by Director)
 - 6.2.11.3. Driver's License
 - 6.2.11.4. Social Security Card
 - 6.2.11.5. Resident alien documentation (if applicable)
 - 6.2.11.6. Attendance Record
 - 6.2.11.7. Certification of employment background check
 - 6.2.11.8. Training records
 - 6.2.11.9. Originals and copies of the personnel file shall be made available to the Director for each employee upon request.

6.2.12. Identification of Employees

- 6.2.12.1. Each cleaning employee shall be furnished a button or badge that could be affixed to shirt or blouse with the name of the contractual service.

6.2.13. Safety

- 6.2.13.1. Company will be responsible for instructing its employees in safe work habit to comply with Occupational Safety and Health (OSHA) regulations.

6.2.14. Bonding Statement

- 6.2.14.1. The Company shall be responsible for any loss or damage to property including money, securities, merchandise, fixtures, and equipment belonging to the customer or to any other person or organization to as the customer is legally liable for such loss or damage, if any such loss or damage was caused by the Company's employee while such employee is on the premises of the customer. Proof of necessary bonding will be

presented at Customer's request.

6.2.15. Materials

- 6.2.15.1. The Company shall not use any oil treated cloths for dusting and cleaning. Detergent and water will be used with cloths to prevent any oily residue forming on cabinets, chairs, tables, etc.
- 6.2.15.2. High Quality floor finish shall be used on all tile floors. High Quality floor finish shall be used on all terrazzo floors. No deviation from these products shall be permitted unless approved in writing prior to use.
- 6.2.15.3. All Company furnished materials, equipment and supplies used in connection with the performance of the Contract shall be approved by the Director prior to use.
- 6.2.15.4. All materials, equipment, and supplies shall be listed with a complete description by the Company and submitted to the Director prior to use. This list shall be kept current during the term of the Contract.
- 6.2.15.5. All waxes, strippers, sealers, disinfectants, detergents or other cleaning agents deemed by the Director as having an offensive odor shall be discontinued immediately from use and a different product substituted at no additional cost to the City.
- 6.2.15.6. Company shall at all times during the term of the Contract maintain an adequate inventory of supplies such as toilet paper, paper towels, soap dispensers that match the City's existing dispensers. If City dispensers do not match company consumable supplies the Company shall supply new dispensers as needed.
- 6.2.15.7. In addition, the Director shall have the right, at any time and from time to time during the term of the contract, to require the Company to substitute, modify or alter such supplies at no additional cost to the City.

6.2.16. Deductions for Noncompliance

- 6.2.16.1. Failure on the part of the Company to utilize skilled and productive employees may produce unsatisfactory results which may cause the City to make deductions from the Company's payments for unsatisfactory work or work not accomplished.
- 6.2.16.2. If the Company fails to complete work satisfactory or omits work required daily,

weekly, or several times within a week, a deduction shall be made covering the cost of the service omitted or not satisfactorily performed from the amount due to the Company. Costs to be deducted under this section will be determined as stated as such.

- 6.2.16.3. If the work performed by the Company is found to be defective or unsatisfactory, the Company shall initiate corrective work at the Company's sole expense including the cost of materials, supplies, and labor.
- 6.2.16.4. Should the Company neglect or fail to perform corrective work after a reasonable period, the Director may without prejudice to any other remedy it may have make good such deficiencies and deduct the cost thereof from any payment due to the Company and charge the Company for defective work and deduct the charge from any payment due to Company.
- 6.2.16.5. The Director will inform the Company, in writing, of the type and dollar amount of proposed deductions.
- 6.2.16.6. The Company may, within ten (10) days of receipt of the notification of the proposed deductions, present to the Director specific reasons why any or all of the proposed deductions are not justified.
- 6.2.16.7. Reason must provide specific facts that justify reconsideration and/or adjustments of the amount to be deducted.
- 6.2.16.8. Failure to respond within the ten (10) day period will be interpreted to mean that the Company accepts the deductions proposed.

6.2.17. Cancellation

- 6.2.17.1. The City or the Company may terminate this contract at will for no or any reason upon giving at least ninety (90) days written notice to the Company.

6.3. FREQUENCIES OF SERVICES:

6.3.1. Daily

- 6.3.1.1. Five (5) days per week – Begin after 5:15 PM but no later than 6:00 PM and be completed normally by 12:00AM Monday through Friday at all buildings except for the facilities listed in section 7.3.1.2.
- 6.3.1.2. At the Police & Communications building, work shall be performed between 8:00AM and 5:00PM each workday. Wall ST Loft Parking Garage shall

be serviced Monday, Wednesday and Friday between 8:00 AM – 4:00PM each day.

- 6.3.1.3. Company shall be responsible for securing office suites and main entrances to the buildings during the work shift and at the end of every work shift.

6.3.2. Weekly

- 6.3.2.1. Stairways to be mopped and handrails cleaned
- 6.3.2.2. Entrance glass to be washed.
- 6.3.2.3. Office floors (composition covered type) will be cleaned and buffed.

6.3.3. Monthly

- 6.3.3.1. Restroom floors to be scrubbed. (If floors are waxed then daily mopping is sufficient until floors are stripped and new finish applied.)

6.3.4. Quarterly

- 6.3.4.1. Venetian blinds to be dusted.
- 6.3.4.2. Vents to be dusted.
- 6.3.4.3. Desks, filing cabinets, bookcases, chairs, tables, and other office furniture to be cleaned. Grime and body oil deposits to be removed.

6.3.5. Annually

- 6.3.5.1. Strip and refinish tile floors twice a year (clean cove base at the same time).

6.4. AREAS TO BE SERVICED

6.4.1. The following areas shall be serviced daily:

6.4.2. Public Areas

- 6.4.2.1. The public areas of the said facilities including the hallways, lobbies, stairways and break room shall receive the following services on a daily basis.
- 6.4.2.2. Hard surface floors, including the cove bases and carpet caps to be swept or dust mopped with a dust control treated mop or other similarly effective instrument and left clean and free of all dust. Noticeable heel marks to be removed with floor finish applied as needed.
- 6.4.2.3. All lobby floors to be polished or spray buffed with floor finish to be applied as needed.
- 6.4.2.4. Carpets to be vacuumed and spot cleaned where needed.
- 6.4.2.5. Stairs to be swept and/or dust mopped.
- 6.4.2.6. Spillage to be removed where needed.
- 6.4.2.7. Partition glasses shall be spot cleaned.
- 6.4.2.8. Entrance doors and glasses shall be cleaned as well as other doors. Grime and body oil to be removed.
- 6.4.2.9. Waste receptacles to be emptied and resulting

debris placed in designated area daily. Waste receptacles shall be cleaned if needed.

6.4.2.10. Window sills, low ledges, moldings, picture frames, and other similar surfaces shall be dusted.

6.4.2.11. Drinking fountains shall be cleaned and sanitized.

6.4.2.12. Walls shall be spot cleaned.

6.4.2.13. Entrance mats shall be cleaned by shaking out and vacuuming, and washed if needed.

6.4.2.14. All levels of the Parking Garage shall be blown clean three times a week and resulting debris shall be placed in designated area.

6.4.3. Restrooms

6.4.3.1. Floors shall be swept, mopped and rinsed with a disinfectant detergent.

6.4.3.2. Fixtures to be cleaned and sanitized.

6.4.3.3. Fittings, pipes and mirrors to be cleaned.

6.4.3.4. Company shall service and maintain sanitary machines in all facilities.

6.4.3.5. Stall partitions and tile walls shall be cleaned.

6.4.3.6. Waste receptacles shall be emptied and resulting debris placed in designated areas.

6.4.3.7. Towel, tissue and soap receptacles shall be cleaned and filled from Company's stock.

6.4.4. Elevators:

6.4.4.1. Floors shall be spot cleaned daily and waxed or buffed bi-weekly.

6.4.4.2. Metal trim and doors shall be polished using a high quality and professional foam or other approved product.

6.4.4.3. Tracks shall be cleaned.

6.4.5. Office Spaces:

6.4.5.1. Office spaces shall include all working offices, the Council Chambers, classrooms, conference rooms and similar areas.

6.4.5.2. Hard surface floors: same as public areas

6.4.5.3. Spillage to be cleaned and removed.

6.4.5.4. Waste receptacles shall be emptied, and the resulting debris emptied in designated areas. Waste receptacles shall be cleaned with detergent and wiped out if needed.

6.4.5.5. Plastic liners to be replaced as needed from Company's stock.

6.4.5.6. Desks, filing cabinets, bookcases, chairs, tables, letter files, telephones and other items shall be dusted, and the space under them shall be dusted also. Units are to be replaced to their original locations.

6.4.5.7. Windowsills, low ledges, moldings, picture frames to be dusted.

- 6.4.5.8. Partition glass to be spot cleaned.
- 6.4.5.9. Doors shall be cleaned with fingerprints, grime, and body oil removed.
- 6.4.5.10. Walls shall be spot cleaned as needed and all entrance steps shall be swept.
- 6.4.5.11. Janitorial closets shall be kept neat and orderly. Lights shall be turned off when nightly cleaning is completed.

7. SAFETY

SAFETY OF THE COMPANY'S EMPLOYEES IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

NOTE: Where the term "required Field" appears in the requirements, the intent is that the user may not leave that field blank.

*Included means that if the feature or requirement is normally included and will be at No Extra Charge

**Will be at an additional cost. These added costs shall be listed on the cost summary/price sheet proposal page (whichever is attached)

8. VENDOR QUALIFICATIONS

8.1 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.

8.2 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.

8.3 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):

8.3.1 References

8.3.1.1 Offeror shall provide a minimum of three (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.

8.3.1.2 These references should include City government and universities where the offeror, preferably within the last five (5) years, has successfully provided janitorial services.

8.4.1 Vendor Stability

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

8.4.1.2 Provide financial statements, preferably audited, for the two (2) consecutive years immediately preceding the issuance of this RFP.

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

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

9 EVALUATION PROCESS

9.1 EVALUATION PROCEDURE

9.1.1 Committee Actions

9.1.1.1 The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.

9.1.1.2 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.

9.1.1.3 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.

9.2 EVALUATION CRITERIA

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

9.2.1.1 This Contract will be awarded 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 will consider the following criteria:

9.2.1.2 **Manpower/Staffing Process** – Vendor must provide a detailed response to staffing and personnel that will be providing services. This includes providing information for cleaning and supervisory staff that are qualified to fulfill and abide by specifications and who have shown experience in janitorial services **(35%)**

9.2.1.3 **Price** – Price will be evaluated for fairness and reasonable costs **(25%)**

9.2.1.4 **References** – Vendors shall submit three (3) business references, preferably from current customers **(25%)**

9.2.1.5 **Quality and Program Management Plan** – Vendor must provide approach to performance and quality assurance of services **(10%)**

9.2.1.6 **Transition Plan** – Implementation and execution of transition that will address risks and timeline associated with implementation of this contract **(5%)**

10 . PROPOSAL CONTENTS

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

10.1 THE RFP RESPONSE

10.2 THE BID TABLE

10.3 REQUESTED ATTACHMENTS

10.3.1 References

10.3.2 Resumes

10.3.3 Financial Information

10.3.4 Signed Execution of Offer

11 . 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.



SOUTHERN CLEANING SERVICE INC.



Marty Suto
11482 Columbia Park Dr. W.
Jacksonville, FL. 32258
(904) 553-2445
msuto@scsione.com

Janitorial Services for City of Midland
RFP # 2024-01-02
Due Date 03/06/2024

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Tab 1 – Experience and Resources of Organization



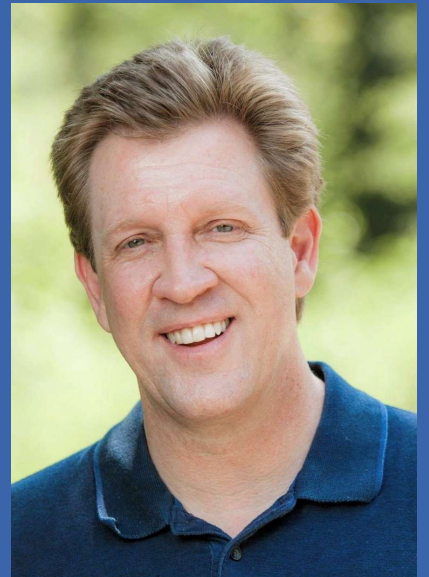
SOUTHERN CLEANING SERVICE INC.

Cover Letter from Marty Suto

Hi, my name is Marty Suto and I will be your primary connection to SCSI, managing the day-to-day operations with the City of Midland. I have a background in sales with a strong understanding of servicing accounts in all industries. It is important to me to make the pre-proposal site inspections to evaluate and prepare a concise cleaning strategy. I plan on doing quarterly and annually reviews with my crew and with each department head of the City of Midland to maintain a consistent level of quality service.

At SCSI, we specialize in all forms of facilities management/janitorial care, servicing, healthcare, education, big box retail, industrial manufacturing and distribution facilities, banks, and offices.

Thank you - Marty Suto





SOUTHERN CLEANING SERVICE INC.

“Our promise is to guarantee the best facility maintenance experience from start to finish with relationships that will last a lifetime”

WHO WE ARE

Southern Cleaning Service, Inc. (SCSI) was established in 1983 and has been providing professional janitorial services for numerous locations throughout the Southeast. Customer service and keeping our clients long-term has always been our main focus. Building trust and becoming a long-term partner with each client is what makes us one of the strongest in our industry. Over the last 40+ years, SCSI has evolved into a facility maintenance services company that offers a wide variety of services to our clients, including full-service facility cleaning and supply management, consulting and program development, equipment and supply services, polished concrete maintenance and supply, commercial and residential outdoor/landscaping supplies and propane fuel sales.

Our long term client retention rate is the strength and support of our business. We have a strong foundation and are prepared to grow with new and existing clients across the US. We continue to grow organically and through acquisitions and partnerships with other great businesses in our industry.



H. Dean Goforth

President/CEO/Founder



SCSI was founded in 1983 in order to meet facility maintenance and management needs of multiple clients. The company continues to grow under his leadership and follows the same vision today as he had in the beginning: “Be the best at what we do and retain long-term relationships with our customers by delivering on our promise to them.” His experience in this area, process, efficiency, design, and implementation for both retail and industrial clients led him to be awarded the US Small Business Young Entrepreneur award in 1992.

He has also served and affiliated with the State of Alabama Economic Development Board, US Small Business Council, State of Alabama Forever Wild Program, and SBA Economic Development Board. He works with various philanthropic organizations and youth mentoring programs and is proactive in helping those in need.

Dean has authored many industry articles and labels one of his strengths is building long term relationships with customers, employees, advisers, and financial partners.

Dean’s philosophy for success is first, his faith in God, second, his relationship with his family, and after that comes his successful business endeavors.



David Yance
EVP Business
Development



Carlos R. Sanchez
EVP Strategy/Execution



Rob Leonardi
EVP of Operations



Chris Collins
EVP of Operations



James Jennings
RVP South Carolina



Mike Wheeler
Chief Financial Officer



Ron Ryals
Human Resource
Manager



Russ Metevia
Jacksonville Regional
Sales Manager
SCSI – 3 years

Russ is a customer focused, results-driven sales manager with 30+ years of experience delivering revenue growth by developing and implementing strategic client solutions. He has a proven track record working for fortune 500 multi-national enterprises while guiding teams of 10+ resources by prospecting and winning key accounts through customer needs satisfaction. His has a background in telecommunications, technology and office services with client relationship building skills that translate across industry. Russ is a Business Management Graduate from Oakland University leading the team in Florida and South GA through consultative selling and building long customer relationships.



David McDowell
Jacksonville Regional
Operations Manger
SCSI – 10 years

David is a respected and proven leader with 30+ years in management while working with various types of people in a variety of types of facilities. He started at SCSI in 2014 as a District Manager handling Winn Dixie, Sav A Lot, and Hitchcock accounts and was promoted to Regional Manager just a year later. He is currently managing over 235 janitorial locations including some of the largest retail stores in the country. David is recognized for his high level of commitment in exceeding customer expectations, implementing performance improvements and conquering challenges. He has an exceptional ability to inspire the qualities of a team to exceed the customer's expectations.

Regional Operations Manager



INTEGRATED APPROACH

- ✓ Standardization
- ✓ Simplification
- ✓ Sustainable
- ✓ Continuous Improvement

SCSI has provided superior service for its customers for 40+ years. Our executive management team has 100 + years of combined facility maintenance and management experience. The key to our success, is long term relationships with our customers. We develop an in depth understanding of their business and the goals of their leaders.

VALUE ADDED RELATIONSHIPS



We conduct business in a way that instills a sense of confidence in our customers. It's something that reaches beyond SCSi's service competence; it's a sense of security. You'll know you chose correctly when you choose SCSi.

We continue to transform the industry through our knowledge, integrity, and professionalism. We can expertly handle most anything you ask of us. Consistent and steady growth is what sustains us long term and ensures we maintain long-term relationships with our clients and employees.

The SCSi mission is simple: we build long-term, profitable relationships with our clients and employees.



YOU CAN COUNT ON US

SCSI SUSTAINABLE INTEGRATED SOLUTION CONTINUOUS IMPROVEMENT



WHAT MAKES SCSi SUCCESSFUL

- Listening to and understanding our customers' needs
- Recognizing that our customers have choices
- Creating and keeping an open line of communication
- Managing our business with high ethical standards
- And constantly keeping Customer Satisfaction our top priority





MEETING YOUR NEEDS

Customers rely on SCSi for reliable facility maintenance services. They know we understand their everyday demands and special circumstances. They appreciate the fact that SCSi doesn't provide "one-size-fits-all" answers. Our diverse management team, with experience managing annual budgets from ten thousand to one billion, enables us to offer a unique perspective and wide range of experience to each relationship, and stay ahead of any industry changes that may impact our customers.



WE HAVE PARTNERED WITH KROGER FROM THE VERY BEGINNING AT THE FULFILLMENT CENTER IN DALLAS. PERFORMING ALL TYPES OF JANITORIAL SERVICES CLEANING ALL OF THESE CENTERS NATIONWIDE.



Facilities Management Expertise and Customer Retention

We are focused on delivering consistently superior solutions servicing over 2,000 locations DAILY:

- Daily Cleaning – Janitorial Service
- Post Construction Cleaning Specialists
- VCT (Vinyl Composite Tile) Wet Work – ALL Floors
- Concrete Polishing & Stain Removal
- Carpet Extractions & High Dusting
- Deep Cleaning of Food Areas in Stores
- Deep Cleaning of Food Distribution Centers
- Auto Scrubber Equipment Repair & Rental
- Specialized Services – COVID Protection
- Window Cleaning – Pressure Washing
- Cleaning Supplies/Disinfectants

We provide **INTEGRATED SOLUTIONS** combining labor, products and equipment, based on our **35+ year's of Experience!**



Tab 2 – Approach to Perform the Services as Requested

Transition Plan Page 1 of 8

Step One (4 Week Prior to Transition)

Objective: Initial Account Meeting

Participants: City of Midland and SCSI Management Teams

Actions:

- Meet and review our step-by-step plan for Transition with SCSI and the City
- Organize and Set Time and particulars for Transition Date
- Get contact information exchanged for all transition steps, Example: fingerprinting, Badges, Etc...
- Supply Contact Information to City Personal overseeing Cleaning Account

Transition Plan Page 2 of 8

Step Two (4 Week Prior to Transition)

Objective: Building and Location Walkthrough

Participants: City of Midland and SCSI Management Teams

Actions:

- Walkthrough building locations to be serviced
- Inventory equipment and solidify plan for equipment and supplies needed for each building
- Clarify any special cleaning instructions in scope of work for each shift
- Verify staffing plan will be sufficient for each shift, and note special staffing needs
- Verify Ads and search areas are updated to meet any new information for Supervisors and Techs

Transition Plan Page 3 of 8

Step Three (3 Week Prior to Transition)

Objective: Management Planning and Supervision

Participants: SCSJ Management Team

Actions:

- Review Preliminary staffing plan
- Identify and make necessary tech staffing changes to original plan
- Evaluate Supervisor plan and needs for shifts and locations
- Identify and make necessary Supervisory changes to original plan
- Verify Management oversight and Management team is sufficient and in place
- Order, inventory and organize, any needed supplies and equipment

Transition Plan Page 4 of 8

Step Four (3 Week Prior to Transition)

Objective: Launch Tech Hiring Process

Participants: SCSI Management Team

Actions:

- Review existing Supervisors and assign new areas and locations
- Review Applicants and Hire new Supervisory Positions, once they pass all criteria and SCSI Background checks
- Review existing Cleaning Techs and assign new areas and locations
- Review Applicants and Hire new Cleaning Techs, once they pass all criteria and SCSI Background checks
- Assign Cleaning Techs per shift and/or locations

Transition Plan Page 5 of 8

Step Five (2 Week Prior to Transition)

Objective: Train and onboarding of new employees

Participants: SCSI Management Team

Actions:

- Safety and Awareness Training for each new employee
- Cleaning Training of each new employee
- Train and cross-train employees on equipment that will be used for account
- Train new employees on each chemical and/or cleaning solutions, including accident or spill solutions
- Test each employee on knowledge and skills needed for each location

Transition Plan Page 6 of 8

Step Six

Objective: Launch Account

Participants: SCSI Management Team, Supervisors and Cleaning Techs

Actions:

- Deliver Supplies and Equipment for each area and/or locations
- Organize Janitorial Closets with equipment and supplies
- Work with Supervisors and techs to make smooth transition and that any special cleaning instructions are relayed
- Meet with City Management for any last minute updates or changes, etc...
- Oversee initial launch and cleaning abilities of each tech

Transition Plan Page 7 of 8

Step Seven

Objective: Monitor and Oversee Account

Participants: SCSI Management Team, Supervisors

Actions:

- Continue to monitor Cleaning Techs, Spot check each building
- Work with the Waxahachie Area Management on any issues or changes that may be needed
- Continually Train and work with Cleaning Techs on Equipment or cleaning techniques, etc..
- Keep Janitorial Closets stocked and organized
- Ensure chemicals and cleaners are sufficient for services needed

Transition Plan Page 8 of 8

Step Eight

Objective: Continual Hiring Practices

Participants: SCSi Management Team And Supervisors

Actions:

- Continually monitor supervisors and techs for any changes or improvements needed
- Continue ads and interviews for potential hires and background process with SCSi
- Keep back-up techs prepared and ready for implementation
- Make changes as needed, swiftly and smoothly
- Train new techs on new shifts as needed

City of Midland Estimated Staffing Plan Page 1 of 4

Preliminary Staffing Plan

We have created a preliminary and estimated staffing plan, for each shift and services associated with this account.

- This pre-bid plan is only an estimate for our staff planning and hours, for each shift, for pre-planning and pricing purposes.
- Once the Bid is awarded, we will then complete a comprehensive walkthrough of every building to inventory, and to thoroughly plan and finish preparing for the process of hiring and fulfilling our staffing needs.
- The original estimated staffing plan may fluctuate slightly, from our original pre-bid staff planning, to our final comprehensive staffing needs, as we continue to organize and staff each shift.

City of Midland Estimated Staffing Plan Page 2 of 4

Implementation and Roll-out Team

We have a very knowledgeable staff, that has successfully, planned and staffed multiple City and County Municipalities previously, and we will utilize our entire roll-out staff to ensure a very successful implementation of this account.

- We strive to personally handle each account, as we would want our account handled, if we were the client.
- We do not settle once the account is awarded to us, as that is when we kick into gear, and complete this process, that we are very effective in accomplishing, and we are excited to fulfill all of your expectations, from the first day of the award, throughout the three years of this contract and the two subsequent, one year contracts to follow.

City of Midland Estimated Staffing Plan Page 3 of 4

Supervisors, Management, and Administration

- Marty Suto, the Overall Account Manager, will be monitoring SCSI's compliance with the terms and conditions of the Janitorial Agreement.
- We will have Supervisors in place for day and night shifts for the City of Midland.
- Our Regional Operation's Manager will be overseeing all Supervisors.
- Our Project Manager will be overseeing the entire account.
- Our Account Manager, Regional Operation's Manager, and Project Manager, will be available, 24 hours a day, by phone, text or email.

City of Midland Estimated Staffing Plan Page 4 of 4

Cleaning and Specialty Techs

- Each of our techs will be fully trained for safety and awareness.
- Our techs are completely trained for each cleaning assignment.
- All of our employees are cross-trained to be able to clean, any and all issues or circumstances that may arise, on any given day.
- Through our sister company ServiceStar, we are able to train and provide continuous training to each of our techs, on any and all cleaning equipment, that may be needed at any time, for your account.

Quality Assurance Program Page 1 of 3

Customized Reporting and Monitoring Tools

- Proficient reporting tools that provide data from QC Compliance. Some of our detail-rich reports include service quality accountability, work site compliance, scheduling, budget adherence, and other essential metrics. For analysis purposes, reports are easily organized according to location, facility type, service type, or time period.
- Tracking and analyzing such details allows for increased efficiency, ongoing service improvements, and overall cost reduction.

Quarterly Business Reviews

- Comprehensive business reviews are conducted every quarter with customers to assess performance and discuss best practices. This is an important opportunity to analyze program achievement, recognize problems, determine future trajectories, and deepen engagement with our customers.

Quality Assurance Program Page 2 of 3

Daily Cleaning Schedules – Scope of Work (SOW)

- Each Shift will have an individual SOW created along with a check list.
- Each room will have a QR code attached to a specific location of where the cleaning techs will scan each code to pull up the checklist for that building and for that day
 - We have an app that the techs will be able to have on their smart phone, when they scan the QR code then a checklist pulls up for the techs. The techs marks off the areas that have been cleaned on their app.
 - Our customers can scan the QR code to tell when each area has been cleaned.
 - Cleaning reports can be pulled from each QR code.

Quality Assurance Program Page 3 of 3

Quality Control inspections

- Our PM (Project Manager) will do monthly site inspections for each location and will do unannounced site visits on a weekly basis.
- Regional Managers will perform Quarterly site inspections.
 - Site inspections will be performed on our Janitorial Manager app and these reports will be readily accessible by the site managers.
- Locations that have different levels of cleaning per week will be monitored on specific days to monitor each level of cleaning to ensure that the customer is getting what is paid for.
- Failed inspections will be re-evaluated in 3 days for any inspection below 80%. Techs that have failed an inspection will be evaluated to decide if they need the following.
 - Additional training
 - Reassignment
 - Termination

Partnering with SCSJ, means you are hiring a professional cleaning contractor focused on providing you with a clean safe and healthy learning environment. We use a state-of-the-art Janitorial Manager software to provide you with the following benefits.

Your Own Customer Portal

Janitorial Manager's Client portal gives you the ability to request services or supplies, provide feedback on our services, view inspection reports, and communicate special requests.

Messaging System

The comprehensive instant communication ability with the JM Connect App, allows us to keep communication flowing with our cleaning professionals and with you our valued customer. This assures we meet your expectations, and pro-actively share critical information to address concerns before they become problems.

Time Keeping w/Geo Fencing

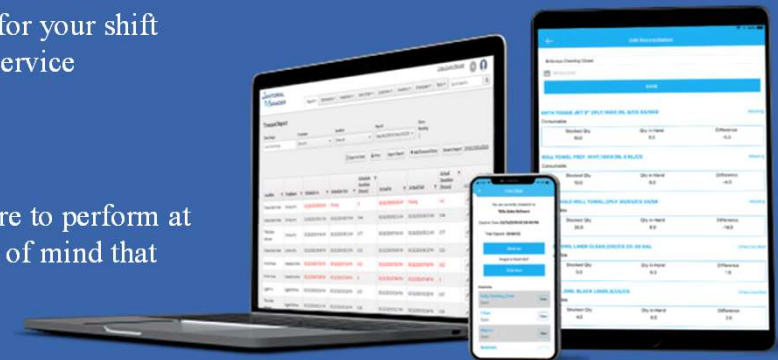
Our new time keeping system will assure that our staff are physically at your site when they clock in for your shift and provide us instant alerts on the rare occasion that there is a no show. This allows us to address service inconsistencies before they become problems.

Checklists & Documentation

The checklist feature of Janitorial Manager, assures all of our staff are fully aware of the tasks they are to perform at your facility and provides documentation of the activities they have performed to provide you peace of mind that essential cleaning and disinfecting tasks are being accomplished.

Scan4Clean

Scan4Clean allows us to develop QR Codes to be placed throughout your facilities to track, measure, and communicate clean. Our cleaning staff scans the QR Codes to report start and end times as they perform their services and they view the specific tasks to be performed in each location. The general public can scan the same QR Codes to see when an area was last cleaned, who performed the service, and provide feedback or request for service if required.





SOUTHERN CLEANING SERVICE INC.

Sara Gresham

Janitorial Manager Administrator

SCSI – 2 years

(904)776-2126

sgresham@scsione.com

Sara will oversee the Janitorial Manager Software for the City of Midland. She will coordinate the implementation of the software throughout each facility. She will be developing individualized QR codes for each building, with a detailed checklist of the scope of work. She will be responsible for training our custodians on how to properly use the Janitorial Manager app. She will also be overseeing and organizing the labor hours of all of our SCSI custodians, ensuring that they are clocking in and out each day according to schedule.



Safety Program Page 1 of 5

EMPLOYEE SAFETY

- All SCSi employees will receive training needed to safely and competently perform the services required by this contract, including compliance with green cleaning practices.
- SCSi provides environmental health and safety training to ensure compliance with all federal, state, and local laws or regulations.
- SCSi is familiar with all applicable federal, state, county, city and local laws, regulations or codes as they apply to this service and is aware of the safety standards concerning materials used.
- SCSi develops and implements procedures to ensure employees use chemicals in accordance with the instructions of the chemical manufacturers. SCSi shall provide to the Contract Administrator Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS) for chemicals and cleaning products used.
- SCSi will keep a record of all training for each employee. The record shall show, as a minimum, the employee's name, date of employment, and date and type of training for each class attended.

Safety Program Page 2 of 5

EMPLOYEE SAFETY PRACTICES

- SCSi provides and uses adequate barricades and signs to block off hazardous work areas and/or to provide sufficient warning prior to, during and after the performance of services. SCSi provides employees with Personal Protective Equipment (PPE) as required.
- SCSi employees are trained in accident prevention and provide barricades necessary to protect persons or property against injury or damage, and at all times, is responsible for any such damage or injury that occurs as a result of their fault or negligence.
- SCSi takes precautions necessary to protect persons or property against injury or damage and is responsible for any such damage, or injury that occurs as a result of fault or negligence of SCSi employees.
- Property/Equipment Damage should be reported and documented using the Property and/or Equipment Damage Report Form found in the Project Site Logbook.
- All generally accepted and government required safety practices shall be followed.

Safety Program Page 3 of 5

GENERAL SAFETY RULES

Important general safety rules and regulations:

- If the load is too heavy either enlist assistance or use a trolley or mechanical device that you are authorized to use and have been trained on how to use.
- Keep aisles stairways and exits clear of boxes and other hazardous material. Do not obstruct exits or doorways.
- Do not leave janitorial carts/equipment/tools/chemicals/supplies unattended. Place all in a locked janitorial closet before you leave the area unattended.
- Clean all spills immediately. Use caution when mopping floors. Put out caution signs indicating “Caution - Wet Floors.”
- All employees shall keep tools, equipment, and work areas clean and orderly. Cleaning material, supplies, and janitorial carts will be stored in a safe and orderly fashion. All janitorial closets will be kept clean and organized.
- Never store chemicals in unmarked containers.
- Use a stepladder or a step stool for reaching areas above shoulder height. Never stand on the cap of a ladder. Do not use a step stool/ ladder if not authorized by Site Supervisor or if you have knee/leg pain, issues or no balance or assistance.

Safety Program Page 4 of 5

- Do not operate machinery that you are not familiar with and have not been trained or authorized to use.
- After use put all tools/or equipment back in their proper place.
- Disconnect all electrical cords by grasping the plug and carefully disengaging; never yank by the cord. If an electrical cord is frayed or wires are exposed, report to Site Supervisor for documentation. Mark the tool or equipment that is out of order so that it will be sent in for repair.
- Report all unsafe or damaged tools and equipment to your Site Supervisor for documentation. Mark the tool or equipment that is out of order so that it will be sent in for repair.
- Observe all warning signs, safety bulletins and posters.
- Do not do any job that appears unsafe (i.e., cautionary tape, construction work area, do not enter signs, etc.); ask your Site Supervisor for guidance.
- Always wear gloves and protective equipment.

Safety Program Page 5 of 5

COMPLIANCE

- SCSi will remain in compliance with all Federal and State OSHA requirements, Green Seal Standards, and FAA, CBP and TSA regulations.
- SCSi will comply with all federal security mandates in relation to the performance of this RFP. PROTECTION & SAFETY It is the responsibility of each employee to correct or report any unsafe conditions or practices that he or she may observe. The site supervisor is responsibility for training and reinforcing safe working environments and safe working techniques and cleaning practices.
- SCSi employees injured or not feeling well while on duty and/or while performing work tasks as described in SCSi task checklists, must report such incidents immediately to their Site Supervisor for documentation. Appropriate measures must be taken, if necessary (i.e., call 911, first aid kit, send employee home, etc.).
- SCSi employees are trained to report any suspicious or illegal activity. Employees are to never make contact with, pursue, or interfere with an individual or group who may be engaging in suspicious or illegal activity, but must immediately report all situations by calling 911, reporting to the facility security personnel on duty/security office, and Site Supervisor.

HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 1 OF 4

- We have developed standard operating procedures. This gives our employees step-by step instructions for different tasks.
- Extensive training on the chemical safety standards and the proper use of dilution control.
- Create cleaning checklist to help cleaners follow instructions, manage their time, and remember everything they need to do every day.
- Provide all and any new cleaning employees a training schedule.
- Educate all employees on your workplace safety program.
- Foster the importance of time management.
- Evaluate performance regularly.



HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 2 OF 4

- Our employees are trained on how to clean and disinfect all restrooms, offices, and all other general areas.
- While getting hands on training, our employees learn how to use various chemicals for the correct application.
- Our employees are educated on microfiber systems and innovative ways to stop cross contamination.
- We train our employees how to clean in a way to ensure quality, efficient, and consistent cleaning while always maintaining hygiene.
- We train our employees to be sensitive and attentive to our clients needs and expectations.



HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 3 OF 4

HARD FLOOR CARE (VCT)

- Our employees experience hands on training with all wet floor machines and supplies.
- Trained on the basics of VCT Floors and how to properly strip and wax a VCT Floor.
- Our employees are trained on how to apply finish on VCT, and how to perform daily maintenance and burnishing.
- We also teach our employees how to top scrub and recoat.
- Our employees are trained and taught the use of the right supplies and equipment for VCT floors.



HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 4 OF 4

CARPET CARE

- Our Employees are thoroughly trained in all types of Carpet Care, including vacuuming and cleaning.
- They learn how each machines works, and taught which chemicals to use and how to maintain your carpets.
- We teach our Employees how to recognize various carpets and fibers and how to remove a wide range of stains from carpet
- Our Employees are trained on how to properly steam clean carpets.
- Our Employees are trained in extraction equipment, and how to use in carpet care and cleaning.



Tab 3 – Experience and Expertise of Personnel



SOUTHERN CLEANING SERVICE INC.

Jammie Byrd
Regional Operations Manager
(904) 870-1550
Jbyrd@scsione.com

With 30+ years of experience in the industry, Jammie will serve as the Regional Operations Manager overseeing all aspects of your account. He will be in constant contact with our Project Manager, to ensure that everything is being done to your specifications outlined in the scope of work per the contract. Jammie has many years of leadership and experience in all aspects of facility management and maintenance, and he will use his knowledge to direct and lead all those involved in your account in a professional manner and to the highest possible standards. Jammie will work in tandem with Marty Suto, to guarantee that your trust in SCSI, will be upheld, and that any issues that may arise or that any concerns you may have, will be handled quickly and to your complete satisfaction. Jammie will be available to you, at any time, by phone, text or email.





SOUTHERN CLEANING SERVICE INC.

Name: Arturo Alcalde
Title: Project Manager
Phone: (720) 275-0288
Email: aalcalde@scsione.com

Arturo Alcalde has been with SCSI for 2 years and has over 20 years of experience in the cleaning industry. He will be the Project Manager assigned to oversee the custodial services for the City Midland. He will be handling the day to day operations, as well as performing weekly inspections to make sure that all duties are being performed properly and adequately. He is responsible for the training, management, and supervision of all cleaning personnel. He will maintain all equipment, supplies, reports and records as well. He will respond to emails, texts, or phone calls within 15 minutes. Based on the level of urgency, an action plan and ETA will be provided accordingly. We will have leaders on site at all times to address issues such as missed cleanings, lack of supplies, or unsatisfactory work quickly.



WE DO NOT USE SUB CONTRACTORS OR A STAFFING COMPANY EVER.

For the City of Waxahachie, SCSi will use direct SCSi employees to manage and supervise. We “may” use a combination of SCSi direct and W-9 employees as cleaning technicians, however; our goal to be 100% direct employees.

As additional back-up resources, we have over 100 full time techs a few hours away at the Kroger Distribution Center in Dallas, Texas. We plan to continually train them as back-up employees for the City of Midland.



SCSI STAFFING STRATEGY

We make sure to hire only the best employees to meet the demands of this job. Due to our continuous growth and successful Janitorial business, we steadily advertise using ZipRecruiter and Indeed; constantly prospecting for the best possible candidates for our many janitorial positions. In case of an emergency situation, we also have access to over 250 local, full time employees from some of our major accounts such as Kroger and Publix, that can fill in to assure the job gets done daily.

The Regional Operation's Manager will assign a Project Manager to oversee the Janitorial Technicians for City of Midland.

PROJECT MANAGER JOB DUTIES

- The Project Manager performs regular inspection to make sure that all duties are being performed properly and adequately.
- Responsible for training all employees and any new employees that join the team.
- The Project Manager will be the primary contact. They will respond to unusual or irregular operational requests, emergency calls, special events, plumbing repairs and/or drain back-up, or unforeseen circumstances.
- The Project Manager will make sure the proper amount of supplies are on hand at all times at all the locations according to the minimum required supply checklist that we will provide. Inventory will be replenished as needed.

Staffing Levels~Escalation path:

1 Regional Operation's Manager

1 Project Manager

6-8 Cleaning Technicians

1 Overall Account Manager

Tab 4 – Public Entity Experience

SCSI – Partial Client List (Related Experience)

1. Sumter County
2. St Johns County
3. Martin County
4. Glynn County
5. City of Clermont
6. City of South Daytona
7. City of Daytona Beach
8. City of Orange City
9. City of Tallahassee
10. City of Ocala
11. City of Fort Pierce
12. Gainesville Regional Utilities
13. Kroger Fulfillment Centers
14. Dave & Buster's (Jacksonville)
15. Florida State College of Jacksonville (FSCJ)
16. Alachua County Public Schools
17. Fox Creek High School
18. Holy Family Church/School
19. Murgado Bentley / Alfa Romeo Dealership
20. Sally Beauty Distribution Center
21. Bacardi Distribution Center
22. Publix
23. Whole Foods
24. Piggly Wiggly
25. Pinch-A-Penny



SUMTER COUNTY (HEADQUARTERED IN BUSHNELL, FL)

1. Type of business/ sq. foot - County Buildings Janitorial - 389,721 total sq. ft.
2. Contract amount: \$525,324 per year
3. Services included: Janitorial, Floor Care, Pressure Washing
4. Total of 46 Sumter County buildings cleaned daily
5. Type of Contract: Fixed Price
6. Contract start date/term: 12/01/2022 – 5 years



CITY OF CLERMONT

1. Type of business/sq. foot – City Buildings & Park Restrooms - Janitorial – 50,345 total sq. ft.
2. Contract amount: \$200,000 per year
3. Services included: Janitorial, Floor Care, Porter Services
4. Total of 19 City of Clermont buildings and restrooms cleaned daily
5. Type of Contract: Fixed Price
6. Contract start date/term: 10/01/2022 – 5 years



ST JOHNS COUNTY (HEADQUARTERED IN ST. AUGUSTINE, FL.)

1. Type of business/sq. foot – County Buildings - Floor Care – 273,995 total sq. ft.
2. Contract amount: \$75,000 per year
3. Services included: Floor Care
4. Total of 13 St. Johns County buildings in all
5. Type of Contract: Fixed Price
6. Contract start date/term: 10/01/2022 – 5 years



KROGER FULFILLMENT CENTER – GROVELAND. FL.

1. Type of business/ sq. foot – Warehouse Fulfillment Center - 375,000 sq. ft.
2. Contract amount: \$24,000,000 per year (20 sites nationwide)
3. Services included: Janitorial, Floor Care, Sanitation,
4. Type of Contract: Hourly rate
5. Contract start date/term: 03/01/2021-Current

Other Kroger Fulfillment Centers we Service:

- Monroe, Ohio
- Frederick, Maryland
- Forest Park, Atlanta, GA
- Dallas, Texas
- Pleasant Prairie, Wisconsin
- Denver, Colorado
- Michigan



SCSI Suppliers:

WE ARE PARTNERED WITH STAPLES AND HOME DEPOT ON A NATIONAL LEVEL. THIS ALLOWS OUR CUSTOMERS TO BENEFIT FROM COST SAVINGS, ON AVERAGE OF 15% WITH OUR DISCOUNT.



EQUIPMENT

Features:

The SC750 REV automatic floor scrubber from Advance is nothing like you've ever seen in a large walk-behind scrubber. In a single pass, our exclusive Random Orbital Scrubbing Technology scrubs floors deeper and more uniformly, leaving your floors with a perfectly scrubbed surface with no swirl marks.

- Advance's innovative EcoFlex™ System
- Ultra low flow rate for high productivity
- 3.5 hours of scrubbing on a single tank max
- One-Touch™ scrubbing
- 170 pounds of down pressure max
- 21-gallon tanks

Typical Applications:

- Daily and routine scrubbing
- Floor finish removal from VCT, terrazzo, and other hard floors
- Surface preparation for recoating floors
- Education
- Healthcare
- Grocery
- Hospitality
- Other smooth floors with floor finish



SAVING YOU THOUSANDS ON OUTSIDE STAFFING ACTIVITIES JUST LIKE THIS:

SUMTER COUNTY FAIR – SCSI PROVIDED THE CLEANING (3/3/23-3/11/23)

SCSI provided:

- All labor and supervision
- Restroom, building, refuge, and staffing detail
- Daily pre and post clean-up per schedule
- All equipment, chemicals, paper products and supplies
- Trash picking equipment and blowers
- Gator ATV for transportation
- Radios for communication



Tab 5 – References

REFERENCES

Sumter County
319 E. Anderson Ave.
Bushnell, FL. 33513
Freddie Fudge – Assistant Director – Facilities & Parks
freddie.fudge@sumtercountyfl.gov
352 689 4400

City of Clermont
400 12th Street
Clermont, FL. 34711
Todd Lewis – Public Services Facilities Operations Chief
tlewis@clermontfl.org
352 255 2973

St. Johns County
500 San Sebastian View
St. Augustine, FL. 32084
Allen Karapcik – Building Operations
akarapcik@sjcfl.us
904 669 9708

Kroger Fulfillment Center
7925 American Way
Groveland, FL. 34736
Devin Delgado– Facilities Supervisor
devin.delgado@kroger.com
951 282 9687

THANK YOU

EXECUTION OF OFFER

Date: 3/1/2024

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.

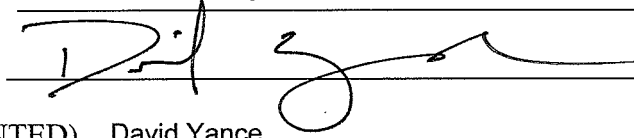
By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure 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: Southern Cleaning Service, Inc.

SIGNATURE (INK):



NAME: (TYPED/PRINTED) David Yance

TITLE: EVP of Business Development

STREET: 13052 US HWY 11

CITY/STATE/ZIP: Springville, AL. 35146

TELEPHONE: 205-467-6655

FAX:

E-MAIL ADDRESS: Dyance@scsione.com

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Southern Cleaning Service, Inc.

- 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)
NA

3 Name of local government officer about whom the information is being disclosed.

NA

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

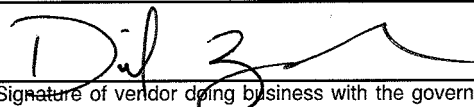
☒

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NA

- 6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). NA

7 

Signature of vendor doing business with the governmental entity

3/1/2024

Date

PACKET

10-101

May 14, 2024

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Southern Cleaning Service, Inc. has been in business for over 40 years, and we are enjoying double digit growth, through the last few years. Our financial and human resources, allow us the ability to take on larger municipal clients, like yourselves. Through our current and past experience and contracts, with multiple larger and smaller municipalities, we have the resources and experience to take on and succeed with any additional municipal contracts. Our staffing and equipment resources, are above anything needed, to take on additional clients, due to our company structure and our excellent planning staff and our pre-developed new start-up contract strategies. Our continued attention to detail, and our diversity in the market, contribute to our continued financial growth and stability. We certify, that our current Financial and Human Resources, are stable and are more than enough to provide the at the services level and beyond, as required by Flagler County.

Southern Cleaning Service, Inc. has never filed for bankruptcy, in it's over 40 years of business.

Southern Cleaning Service, Inc. is not or has ever been involved in any litigations or disputes with any past or current clients.

Southern Cleaning Service, Inc. has been in business for over 40 years, and we are enjoying double digit growth, through the last few years. Our financial and human resources, allow us the ability to take on larger municipal clients, like yourselves. Through our current and past experience and contracts, with multiple larger and smaller municipalities, we have the resources and experience to take on and succeed with any additional municipal contracts. Our staffing and equipment resources, are above anything needed, to take on additional clients, due to our company structure and our excellent planning staff and our pre-developed new start-up contract strategies. Our continued attention to detail, and our diversity in the market, contribute to our continued financial growth and stability. We certify, that our current Financial and Human Resources, are stable and are more than enough to provide the at the services level and beyond, as required by Flagler County.

Southern Cleaning Service, Inc. has never filed for bankruptcy, in it's over 40 years of business.

Southern Cleaning Service, Inc. is not or has ever been involved in any litigations or disputes with any past or current clients.



24002365 Janitorial Services for various City owned buildings

Addendum # 1

Questions and Clarifications for Janitorial Services

The City of Midland has scheduled a walk through on Tuesday, February 20, 2024 at 9:00 AM meeting point will be at City Hall Council Chambers 300 N Loraine.

Please provide unit per square foot for additional floor cleaning of carpet and the bare floors and attach under "Additional Costs for Floor Cleaning".

Parking Garage is an actual garage that will need to be cleaned including the elevators.

The 24002365 Janitorial Services will not include the Police Department so please omit first sentence of Section 6.3.12.

What is the name of the prior contractor?

ABM Janitorial Services

What was the amount of the award or bid price/table?

The awarded amount was \$404,325.60 for two years.



What is the amount of the bond required?

See Item 6.2.14.1 of the RFP and Item 3 of the Service Contract.

How many resumes are required for the bid?

City of midland would prefer three resumes.

Are you able to break the square footage of the carpet that needs to be cleaned for each of the buildings?

City of Midland is not able to provide square footage, but bidders are able to schedule to come take measurements.

Do employees require background clearance before performing services?

The City of Midland does require background checks for employees.



24002365 Janitorial Services for various City owned building

Addendum # 2

Questions and Clarifications for Janitorial Services

The bid date has been extended to March 6, 2024 at 2:00 PM.

The City of Midland has scheduled a walk through on Thursday, February 22, 2024 at 1:30 PM meeting point will be at City Hall Council Chambers located at 300 N Loraine.

Please provide costs for additional emergency cleaning and attach under “Additional Costs for Emergency Cleaning.”

How many times will the floors need to be stripped and waxed at City Hall? Will the chemicals be provided?

The floors will need to be stripped and waxed semiannually. The company will need to provide chemicals.

Will all the carpets need to be shampooed and vacuumed daily?

Shampooing will need to be done as needed and vacuuming will need to be twice a week.

Will the windows at Municipal Court need to be cleaned?

The windows at the cashier counter, doors, and reachable windows will need to be cleaned daily.

Employees at Water and Wastewater will clean their own offices and place trash bags in hall. The floors in the hall will need to be cleaned daily including the gym equipment.

Vehicle Services will need to be vacuumed, mopped, counters and windows cleaned daily.

Garage Shop has 15 bays (each mechanic has own trash can) will need to be thrown out as needed.

Animal Services' all offices and kennel halls will need to be cleaned except the ones that are locked by employees every night.

Health department will also need daily cleaning during business hours in the restrooms and the common area plus the removal of trash from 12:00 to 1:30 PM including the after-hours cleaning.

Will the City of Midland indicate the number of personnel currently serving on the contract or the number required?

Currently Serving:

City Hall-3 people

Municipal court-2 people

Animal services -1 person

Health department- 1 person

Transportation-1 person

Municipal garage, building 6-1 person

Walk street lofts parking garage-2 people

MUSC buildings- 1 person

Is it mandatory to fill in the excel file BY-12IO the table that indicates "ADDITIONAL RESPONSES"? If so, which elements must be detailed?

This is not mandatory only if additional responses as needed.



Will the original documents need to be delivered the day before the closing by mail or must they be delivered in person at the indicated offices Section 1 page 5?

City of Midland would prefer document submittals through Bonfire.

If the subcontractors have “Worker’s Compensation Insurance” is that okay? Or does the prime contractor require “Worker’s Compensation Insurance” as well?

The prime contractor must provide workers compensation insurance.

Can you let us know if the bid deadline been extended?

Yes, the bid deadline has been extended to March 6, 2024 at 2:00 PM.

Is the current contractor scope of work the same as the current bid scope of work? If not, what has changed?

Police Department was removed from scope of work and Midland Utilities Service Building were added to scope of work.

How many hours per day do your techs work?

This will be determined by the vendor.

What hours are the current cleaning crew working?

The hours working currently are from 5:30 PM to 12:00 AM.

What is the amount spent last year on consumables?

This amount is determined by the vendor

What is your budget?

City of Midland does not provide this information.



When a strip and wax is performed, who would be responsible for moving furniture?

The vendor will be responsible.

What is the total square footage of the floor that would need to be stripped and waxed?

This is determined by the vendor by location.

Is there a change that this bid maybe awarded to more than one company?

This is a possibility.

Would the City be willing to have designated “Desk Dusting Days”? On certain days employees remove belongs off desk to be dusted.

Vendor does not have to designate days. At the end of the day, employees are welcome to remove items from desks.

Is there a confidentiality contract signed? If so, is it just the contract or per employee?

No there is no confidentiality contract signed.



24002365 Janitorial Services for various City owned building

Addendum # 3

Questions and Clarifications for Janitorial Services

Document BT-1210: I noticed that the Midland Utilities Service Center, Area C - Water & Wastewater/Solid Waste building (located at 401 N. Carver Street) is not located on the BT-1210 Excel spreadsheet. Was this building removed from the RFP or is there a way to add it as we would like to bid on it? And, do we need to submit individual proposals for each building or is the BT-1210 considered a proposal for all the buildings?

The bid table has been updated and resent to all vendors. The BT-1210 is considered the proposal for all buildings.

Bonfire Submission Page: The Bonfire submission page is requesting information for Emergency Cleaning. Can you please provide specifics for this? What type of emergencies does this consist of - water leaks, overflowing toilets, etc.?

This is emergency calls such as a stain on the carpet or anything out of the normal.

Conflict-of-Interest Questionnaire: This does not apply to our company. Because of this, do we need to upload a document on our letterhead stating this or, do we just leave it blank and not upload anything?

If the Conflict of Interest does not apply, please attach blank if so, please see below:

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed.

Affidavit of Employment: We do collect sales tax from our clients, and we pay state and local taxes on the 20th of every month. However, I do not understand question 4 of the affidavit. It states, "if you collect sales tax for ANY class of customer, provide the following Reseller information", Reseller Permit Number and company



information. Can you please provide more information on this?

Please see link below about more information about reseller:

<https://comptroller.texas.gov/taxes/sales/faq/resale.php>

Page 10 of 11 of the RFP: states that we need to submit resumes. Is this a resume of our company? Or a resume for the Owner / President of our company? And given the other person is an Owner / VP, do I need to submit a resume as well?

City of Midland is requesting resumes (business references) as it states in 8.3.1.

**CITY OF MIDLAND
SERVICE CONTRACT
#24002365**

THIS CONTRACT, effective this 14th day of May 2024, by and between the City of Midland, hereinafter referred to as the "CITY" and Southern Cleaning Service, Inc., hereinafter referred to as the "COMPANY".

Projected Cost for Two (2) Years for Janitorial Services for City Buildings: \$428,400.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor; all of which are made a part hereof and collectively evidence and constitute the entire Contract.
2. **EMPLOYEES:** COMPANY 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 City Buildings pursuant to this contract. The names and records of all employees used pursuant to this contract shall be furnished by COMPANY to the City's Supervisor of Building Maintenance. The Supervisor of Building Maintenance may, for cause, forbid employment of any particular employee by COMPANY for work at City Buildings. All of COMPANY'S employees at City Buildings shall be furnished a button or badge affixed to their shirts or blouses with the name of COMPANY clearly legible thereon. Such identification must be worn by those employees while fulfilling their duties at City Buildings. COMPANY 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.
3. **FIDELITY REQUIREMENT:** COMPANY shall indemnify and hold harmless CITY from any property theft or damage or theft of information occasioned by the presence of COMPANY or its employees at City Buildings. COMPANY shall supply to CITY a Fidelity Bond guaranteeing the honesty of it and each of its employees and indemnifying CITY to the extent of \$10,000.00 for theft or damage of property or theft of information which CITY may suffer as a result of actions of COMPANY or its

employees. In lieu of the Fidelity Bond COMPANY may furnish liability insurance with Crime and Employee Dishonesty endorsements at minimum limits of \$250,000.00. Should CITY institute an investigation into the theft or damage of property or theft of information in which COMPANY or its employees shall be suspect, COMPANY and its employees shall submit to polygraph tests as part of that investigation. Should the investigation ultimately reveal culpability on the part of COMPANY or its employees, the polygraph test shall be paid for by COMPANY, otherwise the cost will be borne by CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. **INDEMNITY: COMPANY 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, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S 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 COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

5.1. **COMPANY 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, 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 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 COMPANY OR COMPANY'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 COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE 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 AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS 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 COMPANY 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 CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

- a. defective work not corrected;
- b. completed service report not submitted;
- c. failure of COMPANY to pay subcontractors or suppliers;

- d. damage to other work or CITY's property or equipment; or
- e. default of COMPANY in performance of this Contract.

8. This contract shall extend according to its terms from the date first set out in the execution to two (2) years therefrom. Thereafter, this contract may be extended only upon written agreement of the parties. Any increase in cost shall be limited for labor to any increases in minimum wage and any increase in other costs shall be limited to documented changes in the Consumer Price Index All Items, Dallas-Fort Worth SMA, latest data as of the date of the contract. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters and in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal. However, if at any time the City deems the Company's performance under this contract to be unsatisfactory, it may cancel this contract upon ninety (90) days notice to the Company. Likewise, the Company may terminate this contract upon ninety (90) days written notice to the City should the City breach any of the material terms of this contract.

9. COMPANY shall:

- a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;
- b. have a designated supervisor on the job site at all times work is in progress;
- c. make no changes in the scheduled work without written authorization from CITY;
- e. permit and facilitate inspection of the work in progress by CITY;
- f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;
- g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;
- h. remedy all defects in workmanship which develop within a period of one (1) year from the date of service report acceptance by CITY; and
- i. not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option,

terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY. Southern Cleaning Service, Inc.
13052 US HWY 11
Springville, AL 35146

The above addresses may be changed at any time by providing written notice to the other party.

13. **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. The obligations and undertakings of each of the parties 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 contract or the performance of this contract shall be in Midland County, Texas.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be

binding.

17. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the “Prompt Pay Act”) does not waive governmental immunity.

18. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY’S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY’S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

19. **WAIVER OF ATTORNEY FEES:** BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY 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, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY’S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT

THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

20. **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, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) 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 COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification 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 COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract 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.

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

23. **THIRD-PARTY BENEFICIARY:** 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.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

26. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due

thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

27. **CONIDERATION**: 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.

28. **TERMINATION AT WILL**: CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY’s sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY 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.

29. **INSURANCE**

COMPANY 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

Worker’s Compensation: Statutory limits

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

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

The Workers’ Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker’s Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY’s insurance provider not later than thirty (30) days prior to any reduction or

termination of such coverage.

COMPANY 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 CITY of Midland and policies that name 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, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

30. **COMPLIANCE:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

31. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the “Anti-Boycott Statutes”) apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

33. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

35. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.
THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of Southern Cleaning Service, Inc., 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 _____, 2024.

Notary Public, State of _____

BAFO 24002365 Janitorial Services RFP from Southern Cleaning Services, Inc.

Success: All data is valid!

							Numeric	
Status	Bid/No Bid Decision	#	Item	Length of Initial Contract (Months)	Area (Square Feet)	Time (Average daily time required to complete service)	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	City Hall	24	41048	Daily 6:00 PM to 12:00 AM	\$ 6,700.00	\$ 160,800.00
Success: All values provided	Bid	#0-2	Municipal Court	24	29000	Daily 6:00 PM to 12:00 AM	\$ 3,200.00	\$ 76,800.00
Success: All values provided	Bid	#0-3	Health Department	24	8338	Daily 12:00 PM to 1:30 PM and 6:00 PM to 12:00 AM	\$ 1,550.00	\$ 37,200.00
Success: All values provided	Bid	#0-4	Animal Services	24	3500	Daily 6:00 PM to 12:00 AM	\$ 1,000.00	\$ 24,000.00
Success: All values provided	Bid	#0-5	Transportation, Building 3	24	6776	Daily 6:00 PM to 12:00 AM	\$ 1,000.00	\$ 24,000.00
Success: All values provided	Bid	#0-6	Municipal Garage Office, Building 4	24	2900	Daily 6:00 PM to 12:00 AM	\$ 1,000.00	\$ 24,000.00
Success: All values provided	Bid	#0-7	Municipal Garage Shop	24	29100	Daily 6:00 PM to 12:00 AM	\$ 500.00	\$ 12,000.00
Success: All values provided	Bid	#0-8	Wall Street Lofts Parking Garage	24	111256	Monday, Wednesday, & Friday 9:00 AM to 12:00 PM	\$ 1,200.00	\$ 28,800.00
Success: All values provided	Bid	#0-9	Midland Utilities Service Center, Area C, Water & Wastewater & Solid Waste	24	19252	Daily 6:00 PM to 12:00 AM	\$ 1,200.00	\$ 28,800.00
Success: All values provided	Bid	#0-10	Midland Utilities Service Center, Area F, Vehicle Services	24	8932	Daily 6:00 PM to 12:00 AM	\$ 500.00	\$ 12,000.00
Basket Total								\$ 428,400.00
Grand Total								\$ 428,400.00

THE CITY OF MIDLAND
DETAIL SHEET
For Janitorial Services
#24002365

ITEM	DESCRIPTION	AREA*	TIME**	QTY** *	COST EA.	TOTAL
1	City Hall	41,048 sq ft	6pm – 12am	24 mo	\$6,700	\$160,800
2	Municipal Court	29,000 sq ft	6pm - 12am	24 mo	\$3,200	\$76,800
3	Health Department	8,338 sq ft	6pm – 12am	24 mo	\$1,550	\$37,200
4	Animal Services	3,500 sq ft	6pm – 12am	24 mo	\$1,000	\$24,000
5	Transportation, Bldg 3	6,776 sq ft	6pm – 12am	24 mo	\$1,000	\$24,000
6	Municipal Garage Office, Bldg 6	2,900 sq ft	6pm – 12am	24 mo	\$1,000	\$24,000
7	Municipal Garage Shop, Bldg 6	29,100 sq ft	6pm – 12am	24 mo	\$500	\$12,000
8	Wall Street Lofts Parking Garage	111,256 sq ft	Monday, Wednesday and Friday 9am – 12pm	24 mo	\$1,200	\$28,800
9	Midland Utilities Service Center, Area C, Water & Wastewater & Solid Waste	19,252 sq ft	6pm – 12am	24 mo	\$1,200	\$28,800
10	Midland Utilities Service Center, Area F, Vehicle Services	8,932 sq ft	6pm – 12am	24 mo	\$500	\$12,000
	Total Bid					\$428,400

* Bidders are to ensure that the areas to be serviced correspond to the estimated square footage shown above. Any addition or subtraction of space per square foot should be noted.

** Average daily time required to complete service.

*** Length of initial contract.

VENDOR CONTACT:

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

The City Of Midland

Office of the Purchasing Agent

P.O. Box 1152

Midland, TX 79702

OR

FAX: (432) 685-0523

E-mail: purchasing@midlandtexas.gov

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

PACKET

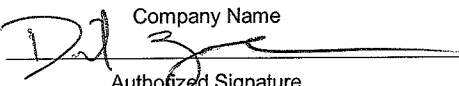
10.126

May 14, 2024

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

responsive and will be rejected.

Southern Cleaning Service, Inc.

Company Name

Authorized Signature
David Yance
Print Above Name

4/12/2024

Date
205-467-6655
Phone
Fax

Request for Proposals

RFP 24002365

for

Janitorial Services for various City owned buildings

Proposals for this requirement will be accepted until 2:00 P.M. on February 28, 2024

Proposals May be Mailed or Delivered to:

**City Secretary
City of Midland
Suite 330
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 330 Midland, TX 79701)**

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. **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
2. **COMPLIANCE**. – COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS GOVERNMENT CODE SECTION 2252.908, *ET SEQ.*, AS AMENDED. COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 176.006, *ET SEQ.*, AS AMENDED.
3. **PUBLIC INFORMATION**. TO THE EXTENT THAT PROPOSER IS SUBMITTING A PROPOSAL FOR A CONTRACT DESCRIBED BY SECTION 552.371 OF THE TEXAS GOVERNMENT CODE, PROPOSER AGREES AS FOLLOWS IN ACCORDANCE WITH SECTION 552.372(B) OF THE TEXAS GOVERNMENT CODE: THE REQUIREMENTS OF SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE, MAY APPLY TO THIS PROPOSAL, AND THE CONTRACTOR OR VENDOR AGREES THAT THE CONTRACT CAN BE TERMINATED IF THE CONTRACTOR OR VENDOR KNOWINGLY OR INTENTIONALLY FAILS TO COMPLY WITH A REQUIREMENT OF THAT SUBCHAPTER.

See Section 1.9 for Pre-proposal Meeting Information

SCHEDULE OF EVENTS

RFP 24002365
For
Janitorial Services

Event	Date*
Intended date for RFP Release.....	02/07/24
Non-mandatory Pre-proposal Meeting at 3:00 PM	2/14/24
Cutoff Date for inquiries and clarification.....	02/21/24
Proposal Due Date	02/28/24
Notification of Vendor Interviews / Product Demonstrations	To Be Determined
Intended Date for Contract Award.....	04/09/24

*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.

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 (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for Janitorial Services 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. TRADE SECRETS

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

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

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

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

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

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

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

1.7. LATE PROPOSALS

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

1.8. PREPARING A RESPONSE

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

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

1.9. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be conducted at City Hall, Classroom B, 300 North Loraine, Midland, Texas on February 14, 2024 at 3:00 PM. Offerors may use this opportunity to notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City.

1.10. CLARIFICATION/ INTERPRETATION

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

The City Of Midland
Office of the Purchasing Agent OR
P.O. Box 1152
Midland, TX 79702

FAX: (432) 685-0523

Email: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

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

1.12. INTERPRETATION:

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

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

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

1.13. OFFER PRICING

Offerors must respond to this RFP by utilizing the RFP Bid Table. The Bid Table 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.

1.14. ALTERNATE PROPOSALS

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

1.15. SUBMITTING A SEALED PROPOSAL

1.15.1. Number of copies and Location:

1.15.1.1. 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.

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10.132

May 14, 2024

1.15.2. Each Offeror who submits a proposal represents that:

- 1.15.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- 1.15.2.2. 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.
- 1.15.2.3. 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.

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

1.15.4. 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.

1.16. 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.

1.17. BONDING REQUIREMENTS

See 7.2.15.1

1.18. 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.

(Section 1.19 is optional based on whether or not subcontractors will be involved.)

1.19. SUBCONTRACTING

1.19.1. 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.

1.19.2. 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.

1.20. INSURANCE REQUIREMENTS

See Contract or Agreement

1.21. 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.

1.22. 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.

1.23. CONTRACT PROVISIONS AND TERMS

1.23.1. Contract Execution

1.23.1.1. 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.

1.23.2. Terms and Conditions

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

1.23.3. 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.

1.23.4. The initial contract(s) term is for a period of Two (2) years. This contract may be extended only upon written agreement of the parties. Any increase in cost shall be limited for labor to any increases in minimum wage and any increase in other costs shall be limited to documented changes in the Consumer Price Index All Items, Dallas-Fort Worth SMA, latest data as of the date of the contract. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters and in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal. However, if at any time the City deems the Company's performance under this contract to be unsatisfactory, it may cancel this contract upon ninety (90) days notice to the Company. Likewise, the Company may terminate this contract upon ninety (90) days written notice to the City should the City breach any of the material terms of this contract.

1.23.5. 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.

1.23.6. 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 CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS PROPOSAL, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS PROPOSAL. OFFEROR SPECIFICALLY AGREES THAT IF OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS PROPOSAL, 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 GOVERNMENTS CODE, 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. OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS PROPOSAL. OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THE CONTRACT.
- 2.3. OFFEROR IS RELYING ON ITS OWN JUDGMENT. OFFEROR HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.
- 2.4. WAIVER:
- 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

Janitorial Services Specifications

The City of Midland is seeking a Company to provide janitorial services in accordance with the attached contract and the specifications herein for the following area(s):

BUILDING/ADDRESS	Sq. Ft.	Contact
City Hall, 300 N. Loraine	41,048	Mark Garcia, Superintendent
Municipal Court, 201 E Texas Ave	29,000	Judge Tim Meeks
Health Department, 3303 W. Illinois	8,338	Whitney Craig, Administrator
Animal Services, 1200 N Fairgrounds Rd.	3,500	Melissa Griffin-Hobson Animal Services Manager
Transportation, 1602 E. Orchard Lane, Bldg 3	6,776	Abe Langston, Asst. Trans. Manager
Municipal Garage Office, 1701 E. Orchard Lane	2,900	Manuel Salinas, Superintendent
Municipal Garage Shop, 1701 E. Orchard Lane	29,100	Manuel Salinas, Superintendent
Wall St. Lofts Parking Garage, 108 East Texas	111,256	Mark Garcia, Superintendent
Midland Utilities Service Center, Area C – Water & Wastewater/Solid Waste, 401 N. Carver St.	19,252	Mark Garcia, Superintendent
Midland Utilities Service Center, Area F – Vehicle Services, 401 N. Carver St.	8,932	Mark Garcia, Superintendent

3.1 PURPOSE

Maintain a clean office and work environment for employees using these facilities.

3.2 VENDOR CONTACT:

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

The City Of Midland
Attn: Purchasing Manager
P.O. Box 1152
Midland, TX 79702

OR

Fax: 432-685-0523
Email: purchasing@midlandtexas.gov

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

4. DEFINITIONS

4.1. CITY

City of Midland

4.2. COMPANY

PACKET
Successful Bidder

4.3 Dusted Surface

A surface free of dirt, dust streaks, lint and cobwebs

4.4 Vacuumed Surface

A floor or stairway free of dust, dirt, and debris in corners, behind doors and under desks, tables, radiators and other furniture standing off the floor on legs.

4.5 Mopped Surface

A floor free of dirt, dust, debris, streaks or standing water and without splash marks or water stains on baseboards.

4.6 Waxed Surface

A thin, even coating of approved non-slip wax. Floors are clean and bright in the entire area, including corners and under furniture.

5. DOCUMENTS

Contract

Exhibit A - These specifications, Proposal or Cost Summary

Exhibit B – Intentionally Omitted

Exhibit C – Intentionally Omitted

Exhibit D – Intentionally Omitted

6. REQUIREMENTS

Vendor shall comment in the right margin as to whether his bid meets or exceeds the minimum specification shown. Please explain how it exceeds or falls short of the requirement. Use blue or Black ink if complete by hand.

**Requirement
Comment**

Vendor

6.1.1. Permits and Licenses:

- 6.1.1.1. The Company shall, at his expense, obtain all permits and licenses necessary for the performance of the contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Company's performance of the work. (Call 685-7390 for permit information.)

6.1.2. Taxes:

- 6.1.2.1. Portions of the contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. (Refer to Texas Tax Code, Title 2, Subtitle E, Chapter 151, Subchapter H, Subsections 151.309, 151.311 and 151.3111.)
- 6.1.2.2. Tax Exemption Certificate.
The Company may obtain a sales tax exemption certificate from the City of Midland upon request from the Purchasing Office.
- 6.1.2.3. All labor performed on the project, all materials incorporated into the project and other costs such as overhead allocation qualify for the exemption. However, equipment, parts for equipment, and tools purchased for use on the project, but are not incorporated may not qualify for the exemption.
- 6.1.2.4. Company shall be responsible for the determination of what portion, if any, of the contract has taxes due and payment of said taxes. DO NOT BILL ANY SALES OR USE TAX TO THE CITY.

6.2. GENERAL

6.2.1. Bid Validity Period

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

6.2.2. Work Hours

- 6.2.1.2. See Detail Sheet.

6.2.3. Supervision

- 6.2.3.1. Supervisors (on the job) will accompany work in progress. Representatives of Company will be on duty when labor personnel are performing duties as listed in this agreement.
- 6.2.3.2. The supervisor is responsible for:
- 6.2.3.3. Daily contact with building management
- 6.2.3.4. Supervision of nightly work schedules
- 6.2.3.5. Periodic frequency logs

- 6.2.3.6. All of these job records shall be available upon request
- 6.2.3.7. **Licenses:** Company shall possess, pay for, and keep current all state and local licenses required for the services to be performed herein.

6.2.4. Wage Scale

- 6.2.4.1. All personnel in housekeeping categories will be paid no less than minimum wage scale per hour as required by Federal law.

6.2.5. Machinery, Equipment, Supplies

- 6.2.5.1. All floor machines, vacuums, related hand tools, expendable materials, and other needed equipment will be stored on the premises. Company to furnish all equipment and material necessary to perform services

6.2.6. Storage Areas

- 6.2.6.1. Company shall store supplies, materials and equipment in storage areas and custodial closets as designated by the Director.
- 6.2.6.2. Storage practices shall be consistent with all applicable safety and fire prevention procedures
- 6.2.6.3. All space assigned to or used by the Company as storage, supply or janitorial closet space shall be cleaned and kept in a state of cleanliness satisfactory to the Director.

6.2.7. Records Keeping

- 6.2.7.1. Security file
- 6.2.7.2. Company agrees that all of its books and records relating to the hours of service, including direct and indirect payroll and cost of machines, equipment, supplies, and materials and Material Safety Data Sheets (MSDS) used in the performance of the services under this Contract shall be maintained at all times during the term thereof. These documents can be used for auditing purposes and shall be supplied to Director when requested.
- 6.2.7.3. A record file will be set up and accurately maintained on each employee
- 6.2.7.4. Each employee will be thoroughly screened prior to employment.
- 6.2.7.5. Company agrees that its employees who perform series hereunder shall be properly trained and qualified to perform the work and service herein. All Company's employees who perform services shall do so in a careful and efficient manner consistent with the highest standards in the janitorial maintenance industry.
- 6.2.7.6. Management and supervisory staff of Company will have the authority for employment, substitution, replacement, or discharge of cleaning personnel needed to satisfactorily perform these agreements in said buildings. It is agreed that the Company will co-operate with the City Officials in regard

to personnel matters.

6.2.8. Building Keys and Access Cards

- 6.2.8.1. All keys and access cards for cleaning personnel will be assigned at the beginning of each work shift and will be turned in to the job supervisor at the end of that shift.

6.2.9. Periodic Service Log

- 6.2.9.1. Periodic service log will be accurately maintained to record the frequencies of services scheduled in this contract.

6.2.10. Inspections

- 6.2.10.1. Company's Supervisor is required to perform and log daily inspections. Customer's Building Manager will conduct monthly inspections.

6.2.11. Personnel Documents

- 6.2.11.1. The Company shall always maintain a personnel file on each individual employed on a permanent, temporary, or reserve/on-call basis. The file shall include as a minimum the originals or copies of the following:
 - 6.2.11.2. Employee Information Form (form provided by Director)
 - 6.2.11.3. Driver's License
 - 6.2.11.4. Social Security Card
 - 6.2.11.5. Resident alien documentation (if applicable)
 - 6.2.11.6. Attendance Record
 - 6.2.11.7. Certification of employment background check
 - 6.2.11.8. Training records
 - 6.2.11.9. Originals and copies of the personnel file shall be made available to the Director for each employee upon request.

6.2.12. Identification of Employees

- 6.2.12.1. Each cleaning employee shall be furnished a button or badge that could be affixed to shirt or blouse with the name of the contractual service.

6.2.13. Safety

- 6.2.13.1. Company will be responsible for instructing its employees in safe work habit to comply with Occupational Safety and Health (OSHA) regulations.

6.2.14. Bonding Statement

- 6.2.14.1. The Company shall be responsible for any loss or damage to property including money, securities, merchandise, fixtures, and equipment belonging to the customer or to any other person or organization to as the customer is legally liable for such loss or damage, if any such loss or damage was caused by the Company's employee while such employee is on the premises of the customer. Proof of necessary bonding will be

presented at Customer's request.

6.2.15. Materials

- 6.2.15.1. The Company shall not use any oil treated cloths for dusting and cleaning. Detergent and water will be used with cloths to prevent any oily residue forming on cabinets, chairs, tables, etc.
- 6.2.15.2. High Quality floor finish shall be used on all tile floors. High Quality floor finish shall be used on all terrazzo floors. No deviation from these products shall be permitted unless approved in writing prior to use.
- 6.2.15.3. All Company furnished materials, equipment and supplies used in connection with the performance of the Contract shall be approved by the Director prior to use.
- 6.2.15.4. All materials, equipment, and supplies shall be listed with a complete description by the Company and submitted to the Director prior to use. This list shall be kept current during the term of the Contract.
- 6.2.15.5. All waxes, strippers, sealers, disinfectants, detergents or other cleaning agents deemed by the Director as having an offensive odor shall be discontinued immediately from use and a different product substituted at no additional cost to the City.
- 6.2.15.6. Company shall at all times during the term of the Contract maintain an adequate inventory of supplies such as toilet paper, paper towels, soap dispensers that match the City's existing dispensers. If City dispensers do not match company consumable supplies the Company shall supply new dispensers as needed.
- 6.2.15.7. In addition, the Director shall have the right, at any time and from time to time during the term of the contract, to require the Company to substitute, modify or alter such supplies at no additional cost to the City.

6.2.16. Deductions for Noncompliance

- 6.2.16.1. Failure on the part of the Company to utilize skilled and productive employees may produce unsatisfactory results which may cause the City to make deductions from the Company's payments for unsatisfactory work or work not accomplished.
- 6.2.16.2. If the Company fails to complete work satisfactory or omits work required daily,

weekly, or several times within a week, a deduction shall be made covering the cost of the service omitted or not satisfactorily performed from the amount due to the Company. Costs to be deducted under this section will be determined as stated as such.

- 6.2.16.3. If the work performed by the Company is found to be defective or unsatisfactory, the Company shall initiate corrective work at the Company's sole expense including the cost of materials, supplies, and labor.
- 6.2.16.4. Should the Company neglect or fail to perform corrective work after a reasonable period, the Director may without prejudice to any other remedy it may have make good such deficiencies and deduct the cost thereof from any payment due to the Company and charge the Company for defective work and deduct the charge from any payment due to Company.
- 6.2.16.5. The Director will inform the Company, in writing, of the type and dollar amount of proposed deductions.
- 6.2.16.6. The Company may, within ten (10) days of receipt of the notification of the proposed deductions, present to the Director specific reasons why any or all of the proposed deductions are not justified.
- 6.2.16.7. Reason must provide specific facts that justify reconsideration and/or adjustments of the amount to be deducted.
- 6.2.16.8. Failure to respond within the ten (10) day period will be interpreted to mean that the Company accepts the deductions proposed.

6.2.17. Cancellation

- 6.2.17.1. The City or the Company may terminate this contract at will for no or any reason upon giving at least ninety (90) days written notice to the Company.

6.3. FREQUENCIES OF SERVICES:

6.3.1. Daily

- 6.3.1.1. Five (5) days per week – Begin after 5:15 PM but no later than 6:00 PM and be completed normally by 12:00AM Monday through Friday at all buildings except for the facilities listed in section 7.3.1.2.
- 6.3.1.2. At the Police & Communications building, work shall be performed between 8:00AM and 5:00PM each workday. Wall ST Loft Parking Garage shall

be serviced Monday, Wednesday and Friday between 8:00 AM – 4:00PM each day.

- 6.3.1.3. Company shall be responsible for securing office suites and main entrances to the buildings during the work shift and at the end of every work shift.

6.3.2. Weekly

- 6.3.2.1. Stairways to be mopped and handrails cleaned
- 6.3.2.2. Entrance glass to be washed.
- 6.3.2.3. Office floors (composition covered type) will be cleaned and buffed.

6.3.3. Monthly

- 6.3.3.1. Restroom floors to be scrubbed. (If floors are waxed then daily mopping is sufficient until floors are stripped and new finish applied.)

6.3.4. Quarterly

- 6.3.4.1. Venetian blinds to be dusted.
- 6.3.4.2. Vents to be dusted.
- 6.3.4.3. Desks, filing cabinets, bookcases, chairs, tables, and other office furniture to be cleaned. Grime and body oil deposits to be removed.

6.3.5. Annually

- 6.3.5.1. Strip and refinish tile floors twice a year (clean cove base at the same time).

6.4. AREAS TO BE SERVICED

6.4.1. The following areas shall be serviced daily:

6.4.2. Public Areas

- 6.4.2.1. The public areas of the said facilities including the hallways, lobbies, stairways and break room shall receive the following services on a daily basis.
- 6.4.2.2. Hard surface floors, including the cove bases and carpet caps to be swept or dust mopped with a dust control treated mop or other similarly effective instrument and left clean and free of all dust. Noticeable heel marks to be removed with floor finish applied as needed.
- 6.4.2.3. All lobby floors to be polished or spray buffed with floor finish to be applied as needed.
- 6.4.2.4. Carpets to be vacuumed and spot cleaned where needed.
- 6.4.2.5. Stairs to be swept and/or dust mopped.
- 6.4.2.6. Spillage to be removed where needed.
- 6.4.2.7. Partition glasses shall be spot cleaned.
- 6.4.2.8. Entrance doors and glasses shall be cleaned as well as other doors. Grime and body oil to be removed.
- 6.4.2.9. Waste receptacles to be emptied and resulting

debris placed in designated area daily. Waste receptacles shall be cleaned if needed.

6.4.2.10. Window sills, low ledges, moldings, picture frames, and other similar surfaces shall be dusted.

6.4.2.11. Drinking fountains shall be cleaned and sanitized.

6.4.2.12. Walls shall be spot cleaned.

6.4.2.13. Entrance mats shall be cleaned by shaking out and vacuuming, and washed if needed.

6.4.2.14. All levels of the Parking Garage shall be blown clean three times a week and resulting debris shall be placed in designated area.

6.4.3. Restrooms

6.4.3.1. Floors shall be swept, mopped and rinsed with a disinfectant detergent.

6.4.3.2. Fixtures to be cleaned and sanitized.

6.4.3.3. Fittings, pipes and mirrors to be cleaned.

6.4.3.4. Company shall service and maintain sanitary machines in all facilities.

6.4.3.5. Stall partitions and tile walls shall be cleaned.

6.4.3.6. Waste receptacles shall be emptied and resulting debris placed in designated areas.

6.4.3.7. Towel, tissue and soap receptacles shall be cleaned and filled from Company's stock.

6.4.4. Elevators:

6.4.4.1. Floors shall be spot cleaned daily and waxed or buffed bi-weekly.

6.4.4.2. Metal trim and doors shall be polished using a high quality and professional foam or other approved product.

6.4.4.3. Tracks shall be cleaned.

6.4.5. Office Spaces:

6.4.5.1. Office spaces shall include all working offices, the Council Chambers, classrooms, conference rooms and similar areas.

6.4.5.2. Hard surface floors: same as public areas

6.4.5.3. Spillage to be cleaned and removed.

6.4.5.4. Waste receptacles shall be emptied, and the resulting debris emptied in designated areas. Waste receptacles shall be cleaned with detergent and wiped out if needed.

6.4.5.5. Plastic liners to be replaced as needed from Company's stock.

6.4.5.6. Desks, filing cabinets, bookcases, chairs, tables, letter files, telephones and other items shall be dusted, and the space under them shall be dusted also. Units are to be replaced to their original locations.

6.4.5.7. Windowsills, low ledges, moldings, picture frames to be dusted.

- 6.4.5.8. Partition glass to be spot cleaned.
- 6.4.5.9. Doors shall be cleaned with fingerprints, grime, and body oil removed.
- 6.4.5.10. Walls shall be spot cleaned as needed and all entrance steps shall be swept.
- 6.4.5.11. Janitorial closets shall be kept neat and orderly. Lights shall be turned off when nightly cleaning is completed.

7. SAFETY

SAFETY OF THE COMPANY'S EMPLOYEES IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

NOTE: Where the term "required Field" appears in the requirements, the intent is that the user may not leave that field blank.

*Included means that if the feature or requirement is normally included and will be at No Extra Charge

**Will be at an additional cost. These added costs shall be listed on the cost summary/price sheet proposal page (whichever is attached)

8. VENDOR QUALIFICATIONS

8.1 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.

8.2 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.

8.3 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):

8.3.1 References

8.3.1.1 Offeror shall provide a minimum of three (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.

8.3.1.2 These references should include City government and universities where the offeror, preferably within the last five (5) years, has successfully provided janitorial services.

8.4.1 Vendor Stability

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

8.4.1.2 Provide financial statements, preferably audited, for the two (2) consecutive years immediately preceding the issuance of this RFP.

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

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

9 EVALUATION PROCESS

9.1 EVALUATION PROCEDURE

9.1.1 Committee Actions

9.1.1.1 The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.

9.1.1.2 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.

9.1.1.3 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.

9.2 EVALUATION CRITERIA

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

9.2.1.1 This Contract will be awarded 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 will consider the following criteria:

9.2.1.2 **Manpower/Staffing Process** – Vendor must provide a detailed response to staffing and personnel that will be providing services. This includes providing information for cleaning and supervisory staff that are qualified to fulfill and abide by specifications and who have shown experience in janitorial services **(35%)**

9.2.1.3 **Price** – Price will be evaluated for fairness and reasonable costs **(25%)**

9.2.1.4 **References** – Vendors shall submit three (3) business references, preferably from current customers **(25%)**

9.2.1.5 **Quality and Program Management Plan** – Vendor must provide approach to performance and quality assurance of services **(10%)**

9.2.1.6 **Transition Plan** – Implementation and execution of transition that will address risks and timeline associated with implementation of this contract **(5%)**

10 . PROPOSAL CONTENTS

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

10.1 THE RFP RESPONSE

10.2 THE BID TABLE

10.3 REQUESTED ATTACHMENTS

10.3.1 References

10.3.2 Resumes

10.3.3 Financial Information

10.3.4 Signed Execution of Offer

11 . 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.



SOUTHERN CLEANING SERVICE INC.



Marty Suto
11482 Columbia Park Dr. W.
Jacksonville, FL. 32258
(904) 553-2445
msuto@scsione.com

Janitorial Services for City of Midland
RFP # 2024-01-02
Due Date 03/06/2024

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- Tab 7 – Required Documents

Tab 1 – Experience and Resources of Organization



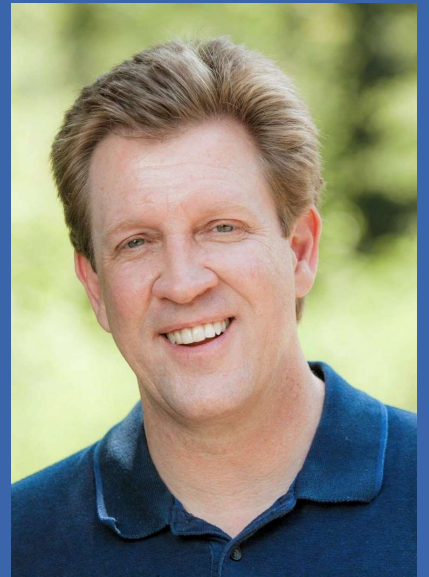
SOUTHERN CLEANING SERVICE INC.

Cover Letter from Marty Suto

Hi, my name is Marty Suto and I will be your primary connection to SCSI, managing the day-to-day operations with the City of Midland. I have a background in sales with a strong understanding of servicing accounts in all industries. It is important to me to make the pre-proposal site inspections to evaluate and prepare a concise cleaning strategy. I plan on doing quarterly and annually reviews with my crew and with each department head of the City of Midland to maintain a consistent level of quality service.

At SCSI, we specialize in all forms of facilities management/janitorial care, servicing, healthcare, education, big box retail, industrial manufacturing and distribution facilities, banks, and offices.

Thank you - Marty Suto





SOUTHERN CLEANING SERVICE INC.

“Our promise is to guarantee the best facility maintenance experience from start to finish with relationships that will last a lifetime”

WHO WE ARE

Southern Cleaning Service, Inc. (SCSI) was established in 1983 and has been providing professional janitorial services for numerous locations throughout the Southeast. Customer service and keeping our clients long-term has always been our main focus. Building trust and becoming a long-term partner with each client is what makes us one of the strongest in our industry. Over the last 40+ years, SCSI has evolved into a facility maintenance services company that offers a wide variety of services to our clients, including full-service facility cleaning and supply management, consulting and program development, equipment and supply services, polished concrete maintenance and supply, commercial and residential outdoor/landscaping supplies and propane fuel sales.

Our long term client retention rate is the strength and support of our business. We have a strong foundation and are prepared to grow with new and existing clients across the US. We continue to grow organically and through acquisitions and partnerships with other great businesses in our industry.



H. Dean Goforth

President/CEO/Founder



SCSI was founded in 1983 in order to meet facility maintenance and management needs of multiple clients. The company continues to grow under his leadership and follows the same vision today as he had in the beginning: “Be the best at what we do and retain long-term relationships with our customers by delivering on our promise to them.” His experience in this area, process, efficiency, design, and implementation for both retail and industrial clients led him to be awarded the US Small Business Young Entrepreneur award in 1992.

He has also served and affiliated with the State of Alabama Economic Development Board, US Small Business Council, State of Alabama Forever Wild Program, and SBA Economic Development Board. He works with various philanthropic organizations and youth mentoring programs and is proactive in helping those in need.

Dean has authored many industry articles and labels one of his strengths is building long term relationships with customers, employees, advisers, and financial partners.

Dean’s philosophy for success is first, his faith in God, second, his relationship with his family, and after that comes his successful business endeavors.



David Yance
EVP Business
Development



Carlos R. Sanchez
EVP Strategy/Execution



Rob Leonardi
EVP of Operations



Chris Collins
EVP of Operations



James Jennings
RVP South Carolina



Mike Wheeler
Chief Financial Officer



Ron Ryals
Human Resource
Manager



Russ Metevia
Jacksonville Regional
Sales Manager
SCSI – 3 years

Russ is a customer focused, results-driven sales manager with 30+ years of experience delivering revenue growth by developing and implementing strategic client solutions. He has a proven track record working for fortune 500 multi-national enterprises while guiding teams of 10+ resources by prospecting and winning key accounts through customer needs satisfaction. His has a background in telecommunications, technology and office services with client relationship building skills that translate across industry. Russ is a Business Management Graduate from Oakland University leading the team in Florida and South GA through consultative selling and building long customer relationships.



David McDowell
Jacksonville Regional
Operations Manger
SCSI – 10 years

David is a respected and proven leader with 30+ years in management while working with various types of people in a variety of types of facilities. He started at SCSI in 2014 as a District Manager handling Winn Dixie, Sav A Lot, and Hitchcock accounts and was promoted to Regional Manager just a year later. He is currently managing over 235 janitorial locations including some of the largest retail stores in the country. David is recognized for his high level of commitment in exceeding customer expectations, implementing performance improvements and conquering challenges. He has an exceptional ability to inspire the qualities of a team to exceed the customer's expectations.

Regional Operations Manager



INTEGRATED APPROACH

- ✓ Standardization
- ✓ Simplification
- ✓ Sustainable
- ✓ Continuous Improvement

SCSI has provided superior service for its customers for 40+ years. Our executive management team has 100 + years of combined facility maintenance and management experience. The key to our success, is long term relationships with our customers. We develop an in depth understanding of their business and the goals of their leaders.

VALUE ADDED RELATIONSHIPS



We conduct business in a way that instills a sense of confidence in our customers. It's something that reaches beyond SCSi's service competence; it's a sense of security. You'll know you chose correctly when you choose SCSi.

We continue to transform the industry through our knowledge, integrity, and professionalism. We can expertly handle most anything you ask of us. Consistent and steady growth is what sustains us long term and ensures we maintain long-term relationships with our clients and employees.

The SCSi mission is simple: we build long-term, profitable relationships with our clients and employees.



YOU CAN COUNT ON US

SCSI SUSTAINABLE INTEGRATED SOLUTION CONTINUOUS IMPROVEMENT



WHAT MAKES SCSI SUCCESSFUL

- Listening to and understanding our customers' needs
- Recognizing that our customers have choices
- Creating and keeping an open line of communication
- Managing our business with high ethical standards
- And constantly keeping Customer Satisfaction our top priority





MEETING YOUR NEEDS

Customers rely on SCSi for reliable facility maintenance services. They know we understand their everyday demands and special circumstances. They appreciate the fact that SCSi doesn't provide "one-size-fits-all" answers. Our diverse management team, with experience managing annual budgets from ten thousand to one billion, enables us to offer a unique perspective and wide range of experience to each relationship, and stay ahead of any industry changes that may impact our customers.



WE HAVE PARTNERED WITH KROGER FROM THE VERY BEGINNING AT THE FULFILLMENT CENTER IN DALLAS. PERFORMING ALL TYPES OF JANITORIAL SERVICES CLEANING ALL OF THESE CENTERS NATIONWIDE.



Facilities Management Expertise and Customer Retention

We are focused on delivering consistently superior solutions servicing over 2,000 locations DAILY:

- Daily Cleaning – Janitorial Service
- Post Construction Cleaning Specialists
- VCT (Vinyl Composite Tile) Wet Work – ALL Floors
- Concrete Polishing & Stain Removal
- Carpet Extractions & High Dusting
- Deep Cleaning of Food Areas in Stores
- Deep Cleaning of Food Distribution Centers
- Auto Scrubber Equipment Repair & Rental
- Specialized Services – COVID Protection
- Window Cleaning – Pressure Washing
- Cleaning Supplies/Disinfectants

We provide **INTEGRATED SOLUTIONS** combining labor, products and equipment, based on our **35+ year's of Experience!**



Tab 2 – Approach to Perform the Services as Requested

Transition Plan Page 1 of 8

Step One (4 Week Prior to Transition)

Objective: Initial Account Meeting

Participants: City of Midland and SCSI Management Teams

Actions:

- Meet and review our step-by-step plan for Transition with SCSI and the City
- Organize and Set Time and particulars for Transition Date
- Get contact information exchanged for all transition steps, Example: fingerprinting, Badges, Etc...
- Supply Contact Information to City Personal overseeing Cleaning Account

Transition Plan Page 2 of 8

Step Two (4 Week Prior to Transition)

Objective: Building and Location Walkthrough

Participants: City of Midland and SCSI Management Teams

Actions:

- Walkthrough building locations to be serviced
- Inventory equipment and solidify plan for equipment and supplies needed for each building
- Clarify any special cleaning instructions in scope of work for each shift
- Verify staffing plan will be sufficient for each shift, and note special staffing needs
- Verify Ads and search areas are updated to meet any new information for Supervisors and Techs

Transition Plan Page 3 of 8

Step Three (3 Week Prior to Transition)

Objective: Management Planning and Supervision

Participants: SCSI Management Team

Actions:

- Review Preliminary staffing plan
- Identify and make necessary tech staffing changes to original plan
- Evaluate Supervisor plan and needs for shifts and locations
- Identify and make necessary Supervisory changes to original plan
- Verify Management oversight and Management team is sufficient and in place
- Order, inventory and organize, any needed supplies and equipment

Transition Plan Page 4 of 8

Step Four (3 Week Prior to Transition)

Objective: Launch Tech Hiring Process

Participants: SCSI Management Team

Actions:

- Review existing Supervisors and assign new areas and locations
- Review Applicants and Hire new Supervisory Positions, once they pass all criteria and SCSI Background checks
- Review existing Cleaning Techs and assign new areas and locations
- Review Applicants and Hire new Cleaning Techs, once they pass all criteria and SCSI Background checks
- Assign Cleaning Techs per shift and/or locations

Transition Plan Page 5 of 8

Step Five (2 Week Prior to Transition)

Objective: Train and onboarding of new employees

Participants: SCSI Management Team

Actions:

- Safety and Awareness Training for each new employee
- Cleaning Training of each new employee
- Train and cross-train employees on equipment that will be used for account
- Train new employees on each chemical and/or cleaning solutions, including accident or spill solutions
- Test each employee on knowledge and skills needed for each location

Transition Plan Page 6 of 8

Step Six

Objective: Launch Account

Participants: SCSI Management Team, Supervisors and Cleaning Techs

Actions:

- Deliver Supplies and Equipment for each area and/or locations
- Organize Janitorial Closets with equipment and supplies
- Work with Supervisors and techs to make smooth transition and that any special cleaning instructions are relayed
- Meet with City Management for any last minute updates or changes, etc...
- Oversee initial launch and cleaning abilities of each tech

Transition Plan Page 7 of 8

Step Seven

Objective: Monitor and Oversee Account

Participants: SCSI Management Team, Supervisors

Actions:

- Continue to monitor Cleaning Techs, Spot check each building
- Work with the Waxahachie Area Management on any issues or changes that may be needed
- Continually Train and work with Cleaning Techs on Equipment or cleaning techniques, etc..
- Keep Janitorial Closets stocked and organized
- Ensure chemicals and cleaners are sufficient for services needed

Transition Plan Page 8 of 8

Step Eight

Objective: Continual Hiring Practices

Participants: SCSI Management Team And Supervisors

Actions:

- Continually monitor supervisors and techs for any changes or improvements needed
- Continue ads and interviews for potential hires and background process with SCSI
- Keep back-up techs prepared and ready for implementation
- Make changes as needed, swiftly and smoothly
- Train new techs on new shifts as needed

City of Midland Estimated Staffing Plan Page 1 of 4

Preliminary Staffing Plan

We have created a preliminary and estimated staffing plan, for each shift and services associated with this account.

- This pre-bid plan is only an estimate for our staff planning and hours, for each shift, for pre-planning and pricing purposes.
- Once the Bid is awarded, we will then complete a comprehensive walkthrough of every building to inventory, and to thoroughly plan and finish preparing for the process of hiring and fulfilling our staffing needs.
- The original estimated staffing plan may fluctuate slightly, from our original pre-bid staff planning, to our final comprehensive staffing needs, as we continue to organize and staff each shift.

City of Midland Estimated Staffing Plan Page 2 of 4

Implementation and Roll-out Team

We have a very knowledgeable staff, that has successfully, planned and staffed multiple City and County Municipalities previously, and we will utilize our entire roll-out staff to ensure a very successful implementation of this account.

- We strive to personally handle each account, as we would want our account handled, if we were the client.
- We do not settle once the account is awarded to us, as that is when we kick into gear, and complete this process, that we are very effective in accomplishing, and we are excited to fulfill all of your expectations, from the first day of the award, throughout the three years of this contract and the two subsequent, one year contracts to follow.

City of Midland Estimated Staffing Plan Page 3 of 4

Supervisors, Management, and Administration

- Marty Suto, the Overall Account Manager, will be monitoring SCSI's compliance with the terms and conditions of the Janitorial Agreement.
- We will have Supervisors in place for day and night shifts for the City of Midland.
- Our Regional Operation's Manager will be overseeing all Supervisors.
- Our Project Manager will be overseeing the entire account.
- Our Account Manager, Regional Operation's Manager, and Project Manager, will be available, 24 hours a day, by phone, text or email.

City of Midland Estimated Staffing Plan Page 4 of 4

Cleaning and Specialty Techs

- Each of our techs will be fully trained for safety and awareness.
- Our techs are completely trained for each cleaning assignment.
- All of our employees are cross-trained to be able to clean, any and all issues or circumstances that may arise, on any given day.
- Through our sister company ServiceStar, we are able to train and provide continuous training to each of our techs, on any and all cleaning equipment, that may be needed at any time, for your account.

Quality Assurance Program Page 1 of 3

Customized Reporting and Monitoring Tools

- Proficient reporting tools that provide data from QC Compliance. Some of our detail-rich reports include service quality accountability, work site compliance, scheduling, budget adherence, and other essential metrics. For analysis purposes, reports are easily organized according to location, facility type, service type, or time period.
- Tracking and analyzing such details allows for increased efficiency, ongoing service improvements, and overall cost reduction.

Quarterly Business Reviews

- Comprehensive business reviews are conducted every quarter with customers to assess performance and discuss best practices. This is an important opportunity to analyze program achievement, recognize problems, determine future trajectories, and deepen engagement with our customers.

Quality Assurance Program Page 2 of 3

Daily Cleaning Schedules – Scope of Work (SOW)

- Each Shift will have an individual SOW created along with a check list.
- Each room will have a QR code attached to a specific location of where the cleaning techs will scan each code to pull up the checklist for that building and for that day
 - We have an app that the techs will be able to have on their smart phone, when they scan the QR code then a checklist pulls up for the techs. The techs marks off the areas that have been cleaned on their app.
 - Our customers can scan the QR code to tell when each area has been cleaned.
 - Cleaning reports can be pulled from each QR code.

Quality Assurance Program Page 3 of 3

Quality Control inspections

- Our PM (Project Manager) will do monthly site inspections for each location and will do unannounced site visits on a weekly basis.
- Regional Managers will perform Quarterly site inspections.
 - Site inspections will be performed on our Janitorial Manager app and these reports will be readily accessible by the site managers.
- Locations that have different levels of cleaning per week will be monitored on specific days to monitor each level of cleaning to ensure that the customer is getting what is paid for.
- Failed inspections will be re-evaluated in 3 days for any inspection below 80%. Techs that have failed an inspection will be evaluated to decide if they need the following.
 - Additional training
 - Reassignment
 - Termination

Partnering with SCSJ, means you are hiring a professional cleaning contractor focused on providing you with a clean safe and healthy learning environment. We use a state-of-the-art Janitorial Manager software to provide you with the following benefits.

Your Own Customer Portal

Janitorial Manager's Client portal gives you the ability to request services or supplies, provide feedback on our services, view inspection reports, and communicate special requests.

Messaging System

The comprehensive instant communication ability with the JM Connect App, allows us to keep communication flowing with our cleaning professionals and with you our valued customer. This assures we meet your expectations, and pro-actively share critical information to address concerns before they become problems.

Time Keeping w/Geo Fencing

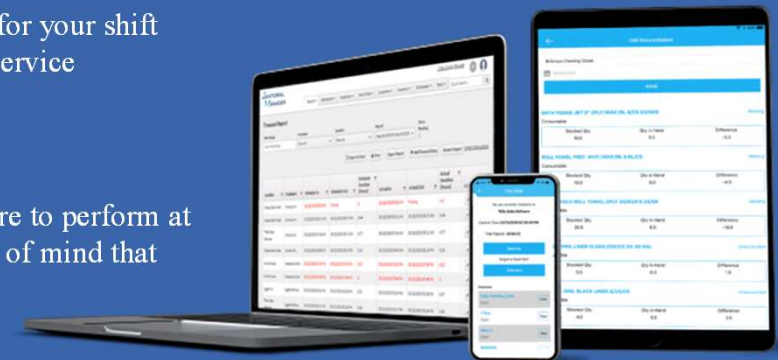
Our new time keeping system will assure that our staff are physically at your site when they clock in for your shift and provide us instant alerts on the rare occasion that there is a no show. This allows us to address service inconsistencies before they become problems.

Checklists & Documentation

The checklist feature of Janitorial Manager, assures all of our staff are fully aware of the tasks they are to perform at your facility and provides documentation of the activities they have performed to provide you peace of mind that essential cleaning and disinfecting tasks are being accomplished.

Scan4Clean

Scan4Clean allows us to develop QR Codes to be placed throughout your facilities to track, measure, and communicate clean. Our cleaning staff scans the QR Codes to report start and end times as they perform their services and they view the specific tasks to be performed in each location. The general public can scan the same QR Codes to see when an area was last cleaned, who performed the service, and provide feedback or request for service if required.





SOUTHERN CLEANING SERVICE INC.

Sara Gresham

Janitorial Manager Administrator

SCSI – 2 years

(904)776-2126

sgresham@scsione.com

Sara will oversee the Janitorial Manager Software for the City of Midland. She will coordinate the implementation of the software throughout each facility. She will be developing individualized QR codes for each building, with a detailed checklist of the scope of work. She will be responsible for training our custodians on how to properly use the Janitorial Manager app. She will also be overseeing and organizing the labor hours of all of our SCSI custodians, ensuring that they are clocking in and out each day according to schedule.



Safety Program Page 1 of 5

EMPLOYEE SAFETY

- All SCSi employees will receive training needed to safely and competently perform the services required by this contract, including compliance with green cleaning practices.
- SCSi provides environmental health and safety training to ensure compliance with all federal, state, and local laws or regulations.
- SCSi is familiar with all applicable federal, state, county, city and local laws, regulations or codes as they apply to this service and is aware of the safety standards concerning materials used.
- SCSi develops and implements procedures to ensure employees use chemicals in accordance with the instructions of the chemical manufacturers. SCSi shall provide to the Contract Administrator Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS) for chemicals and cleaning products used.
- SCSi will keep a record of all training for each employee. The record shall show, as a minimum, the employee's name, date of employment, and date and type of training for each class attended.

Safety Program Page 2 of 5

EMPLOYEE SAFETY PRACTICES

- SCSi provides and uses adequate barricades and signs to block off hazardous work areas and/or to provide sufficient warning prior to, during and after the performance of services. SCSi provides employees with Personal Protective Equipment (PPE) as required.
- SCSi employees are trained in accident prevention and provide barricades necessary to protect persons or property against injury or damage, and at all times, is responsible for any such damage or injury that occurs as a result of their fault or negligence.
- SCSi takes precautions necessary to protect persons or property against injury or damage and is responsible for any such damage, or injury that occurs as a result of fault or negligence of SCSi employees.
- Property/Equipment Damage should be reported and documented using the Property and/or Equipment Damage Report Form found in the Project Site Logbook.
- All generally accepted and government required safety practices shall be followed.

Safety Program Page 3 of 5

GENERAL SAFETY RULES

Important general safety rules and regulations:

- If the load is too heavy either enlist assistance or use a trolley or mechanical device that you are authorized to use and have been trained on how to use.
- Keep aisles stairways and exits clear of boxes and other hazardous material. Do not obstruct exits or doorways.
- Do not leave janitorial carts/equipment/tools/chemicals/supplies unattended. Place all in a locked janitorial closet before you leave the area unattended.
- Clean all spills immediately. Use caution when mopping floors. Put out caution signs indicating “Caution - Wet Floors.”
- All employees shall keep tools, equipment, and work areas clean and orderly. Cleaning material, supplies, and janitorial carts will be stored in a safe and orderly fashion. All janitorial closets will be kept clean and organized.
- Never store chemicals in unmarked containers.
- Use a stepladder or a step stool for reaching areas above shoulder height. Never stand on the cap of a ladder. Do not use a step stool/ ladder if not authorized by Site Supervisor or if you have knee/leg pain, issues or no balance or assistance.

Safety Program Page 4 of 5

- Do not operate machinery that you are not familiar with and have not been trained or authorized to use.
- After use put all tools/or equipment back in their proper place.
- Disconnect all electrical cords by grasping the plug and carefully disengaging; never yank by the cord. If an electrical cord is frayed or wires are exposed, report to Site Supervisor for documentation. Mark the tool or equipment that is out of order so that it will be sent in for repair.
- Report all unsafe or damaged tools and equipment to your Site Supervisor for documentation. Mark the tool or equipment that is out of order so that it will be sent in for repair.
- Observe all warning signs, safety bulletins and posters.
- Do not do any job that appears unsafe (i.e., cautionary tape, construction work area, do not enter signs, etc.); ask your Site Supervisor for guidance.
- Always wear gloves and protective equipment.

Safety Program Page 5 of 5

COMPLIANCE

- SCSi will remain in compliance with all Federal and State OSHA requirements, Green Seal Standards, and FAA, CBP and TSA regulations.
- SCSi will comply with all federal security mandates in relation to the performance of this RFP. PROTECTION & SAFETY It is the responsibility of each employee to correct or report any unsafe conditions or practices that he or she may observe. The site supervisor is responsibility for training and reinforcing safe working environments and safe working techniques and cleaning practices.
- SCSi employees injured or not feeling well while on duty and/or while performing work tasks as described in SCSi task checklists, must report such incidents immediately to their Site Supervisor for documentation. Appropriate measures must be taken, if necessary (i.e., call 911, first aid kit, send employee home, etc.).
- SCSi employees are trained to report any suspicious or illegal activity. Employees are to never make contact with, pursue, or interfere with an individual or group who may be engaging in suspicious or illegal activity, but must immediately report all situations by calling 911, reporting to the facility security personnel on duty/security office, and Site Supervisor.

HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 1 OF 4

- We have developed standard operating procedures. This gives our employees step-by step instructions for different tasks.
- Extensive training on the chemical safety standards and the proper use of dilution control.
- Create cleaning checklist to help cleaners follow instructions, manage their time, and remember everything they need to do every day.
- Provide all and any new cleaning employees a training schedule.
- Educate all employees on your workplace safety program.
- Foster the importance of time management.
- Evaluate performance regularly.



HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 2 OF 4

- Our employees are trained on how to clean and disinfect all restrooms, offices, and all other general areas.
- While getting hands on training, our employees learn how to use various chemicals for the correct application.
- Our employees are educated on microfiber systems and innovative ways to stop cross contamination.
- We train our employees how to clean in a way to ensure quality, efficient, and consistent cleaning while always maintaining hygiene.
- We train our employees to be sensitive and attentive to our clients needs and expectations.



HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 3 OF 4

HARD FLOOR CARE (VCT)

- Our employees experience hands on training with all wet floor machines and supplies.
- Trained on the basics of VCT Floors and how to properly strip and wax a VCT Floor.
- Our employees are trained on how to apply finish on VCT, and how to perform daily maintenance and burnishing.
- We also teach our employees how to top scrub and recoat.
- Our employees are trained and taught the use of the right supplies and equipment for VCT floors.



HOW SCSi TRAINS OUR CLEANING EMPLOYEES PAGE 4 OF 4

CARPET CARE

- Our Employees are thoroughly trained in all types of Carpet Care, including vacuuming and cleaning.
- They learn how each machines works, and taught which chemicals to use and how to maintain your carpets.
- We teach our Employees how to recognize various carpets and fibers and how to remove a wide range of stains from carpet
- Our Employees are trained on how to properly steam clean carpets.
- Our Employees are trained in extraction equipment, and how to use in carpet care and cleaning.



Tab 3 – Experience and Expertise of Personnel



SOUTHERN CLEANING SERVICE INC.

Jammie Byrd
Regional Operations Manager
(904) 870-1550
Jbyrd@scsione.com

With 30+ years of experience in the industry, Jammie will serve as the Regional Operations Manager overseeing all aspects of your account. He will be in constant contact with our Project Manager, to ensure that everything is being done to your specifications outlined in the scope of work per the contract. Jammie has many years of leadership and experience in all aspects of facility management and maintenance, and he will use his knowledge to direct and lead all those involved in your account in a professional manner and to the highest possible standards. Jammie will work in tandem with Marty Suto, to guarantee that your trust in SCSI, will be upheld, and that any issues that may arise or that any concerns you may have, will be handled quickly and to your complete satisfaction. Jammie will be available to you, at any time, by phone, text or email.





SOUTHERN CLEANING SERVICE INC.

Name: Arturo Alcalde
Title: Project Manager
Phone: (720) 275-0288
Email: aalcalde@scsione.com

Arturo Alcalde has been with SCSI for 2 years and has over 20 years of experience in the cleaning industry. He will be the Project Manager assigned to oversee the custodial services for the City Midland. He will be handling the day to day operations, as well as performing weekly inspections to make sure that all duties are being performed properly and adequately. He is responsible for the training, management, and supervision of all cleaning personnel. He will maintain all equipment, supplies, reports and records as well. He will respond to emails, texts, or phone calls within 15 minutes. Based on the level of urgency, an action plan and ETA will be provided accordingly. We will have leaders on site at all times to address issues such as missed cleanings, lack of supplies, or unsatisfactory work quickly.



WE DO NOT USE SUB CONTRACTORS OR A STAFFING COMPANY EVER.

For the City of Waxahachie, SCSi will use direct SCSi employees to manage and supervise. We “may” use a combination of SCSi direct and W-9 employees as cleaning technicians, however; our goal to be 100% direct employees.

As additional back-up resources, we have over 100 full time techs a few hours away at the Kroger Distribution Center in Dallas, Texas. We plan to continually train them as back-up employees for the City of Midland.



SCSI STAFFING STRATEGY

We make sure to hire only the best employees to meet the demands of this job. Due to our continuous growth and successful Janitorial business, we steadily advertise using ZipRecruiter and Indeed; constantly prospecting for the best possible candidates for our many janitorial positions. In case of an emergency situation, we also have access to over 250 local, full time employees from some of our major accounts such as Kroger and Publix, that can fill in to assure the job gets done daily.

The Regional Operation's Manager will assign a Project Manager to oversee the Janitorial Technicians for City of Midland.

PROJECT MANAGER JOB DUTIES

- The Project Manager performs regular inspection to make sure that all duties are being performed properly and adequately.
- Responsible for training all employees and any new employees that join the team.
- The Project Manager will be the primary contact. They will respond to unusual or irregular operational requests, emergency calls, special events, plumbing repairs and/or drain back-up, or unforeseen circumstances.
- The Project Manager will make sure the proper amount of supplies are on hand at all times at all the locations according to the minimum required supply checklist that we will provide. Inventory will be replenished as needed.

Staffing Levels~Escalation path:

1 Regional Operation's Manager

1 Project Manager

6-8 Cleaning Technicians

1 Overall Account Manager

Tab 4 – Public Entity Experience

SCSI – Partial Client List (Related Experience)

1. Sumter County
2. St Johns County
3. Martin County
4. Glynn County
5. City of Clermont
6. City of South Daytona
7. City of Daytona Beach
8. City of Orange City
9. City of Tallahassee
10. City of Ocala
11. City of Fort Pierce
12. Gainesville Regional Utilities
13. Kroger Fulfillment Centers
14. Dave & Buster's (Jacksonville)
15. Florida State College of Jacksonville (FSCJ)
16. Alachua County Public Schools
17. Fox Creek High School
18. Holy Family Church/School
19. Murgado Bentley / Alfa Romeo Dealership
20. Sally Beauty Distribution Center
21. Bacardi Distribution Center
22. Publix
23. Whole Foods
24. Piggly Wiggly
25. Pinch-A-Penny



SUMTER COUNTY (HEADQUARTERED IN BUSHNELL, FL)

1. Type of business/ sq. foot - County Buildings Janitorial - 389,721 total sq. ft.
2. Contract amount: \$525,324 per year
3. Services included: Janitorial, Floor Care, Pressure Washing
4. Total of 46 Sumter County buildings cleaned daily
5. Type of Contract: Fixed Price
6. Contract start date/term: 12/01/2022 – 5 years



CITY OF CLERMONT

1. Type of business/sq. foot – City Buildings & Park Restrooms - Janitorial – 50,345 total sq. ft.
2. Contract amount: \$200,000 per year
3. Services included: Janitorial, Floor Care, Porter Services
4. Total of 19 City of Clermont buildings and restrooms cleaned daily
5. Type of Contract: Fixed Price
6. Contract start date/term: 10/01/2022 – 5 years



ST JOHNS COUNTY (HEADQUARTERED IN ST. AUGUSTINE, FL.)

1. Type of business/sq. foot – County Buildings - Floor Care – 273,995 total sq. ft.
2. Contract amount: \$75,000 per year
3. Services included: Floor Care
4. Total of 13 St. Johns County buildings in all
5. Type of Contract: Fixed Price
6. Contract start date/term: 10/01/2022 – 5 years



KROGER FULFILLMENT CENTER – GROVELAND. FL.

1. Type of business/ sq. foot – Warehouse Fulfillment Center - 375,000 sq. ft.
2. Contract amount: \$24,000,000 per year (20 sites nationwide)
3. Services included: Janitorial, Floor Care, Sanitation,
4. Type of Contract: Hourly rate
5. Contract start date/term: 03/01/2021-Current

Other Kroger Fulfillment Centers we Service:

- Monroe, Ohio
- Frederick, Maryland
- Forest Park, Atlanta, GA
- Dallas, Texas
- Pleasant Prairie, Wisconsin
- Denver, Colorado
- Michigan



SCSI Suppliers:

WE ARE PARTNERED WITH STAPLES AND HOME DEPOT ON A NATIONAL LEVEL. THIS ALLOWS OUR CUSTOMERS TO BENEFIT FROM COST SAVINGS, ON AVERAGE OF 15% WITH OUR DISCOUNT.



EQUIPMENT

Features:

The SC750 REV automatic floor scrubber from Advance is nothing like you've ever seen in a large walk-behind scrubber. In a single pass, our exclusive Random Orbital Scrubbing Technology scrubs floors deeper and more uniformly, leaving your floors with a perfectly scrubbed surface with no swirl marks.

- Advance's innovative EcoFlex™ System
- Ultra low flow rate for high productivity
- 3.5 hours of scrubbing on a single tank max
- One-Touch™ scrubbing
- 170 pounds of down pressure max
- 21-gallon tanks

Typical Applications:

- Daily and routine scrubbing
- Floor finish removal from VCT, terrazzo, and other hard floors
- Surface preparation for recoating floors
- Education
- Healthcare
- Grocery
- Hospitality
- Other smooth floors with floor finish



SAVING YOU THOUSANDS ON OUTSIDE STAFFING ACTIVITIES JUST LIKE THIS:

SUMTER COUNTY FAIR – SCSI PROVIDED THE CLEANING (3/3/23-3/11/23)

SCSI provided:

- All labor and supervision
- Restroom, building, refuge, and staffing detail
- Daily pre and post clean-up per schedule
- All equipment, chemicals, paper products and supplies
- Trash picking equipment and blowers
- Gator ATV for transportation
- Radios for communication



Tab 5 – References

REFERENCES

Sumter County
319 E. Anderson Ave.
Bushnell, FL. 33513
Freddie Fudge – Assistant Director – Facilities & Parks
freddie.fudge@sumtercountyfl.gov
352 689 4400

City of Clermont
400 12th Street
Clermont, FL. 34711
Todd Lewis – Public Services Facilities Operations Chief
tlewis@clermontfl.org
352 255 2973

St. Johns County
500 San Sebastian View
St. Augustine, FL. 32084
Allen Karapcik – Building Operations
akarapcik@sjcfl.us
904 669 9708

Kroger Fulfillment Center
7925 American Way
Groveland, FL. 34736
Devin Delgado– Facilities Supervisor
devin.delgado@kroger.com
951 282 9687

THANK YOU

EXECUTION OF OFFER

Date: 3/1/2024

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.

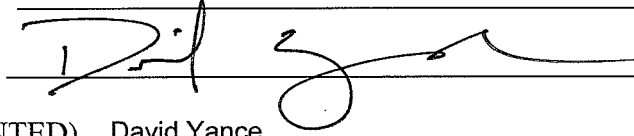
By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure 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: Southern Cleaning Service, Inc.

SIGNATURE (INK):



NAME: (TYPED/PRINTED) David Yance

TITLE: EVP of Business Development

STREET: 13052 US HWY 11

CITY/STATE/ZIP: Springville, AL. 35146

TELEPHONE: 205-467-6655

FAX:

E-MAIL ADDRESS: Dyance@scsione.com

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Southern Cleaning Service, Inc.

- 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)
NA

3 Name of local government officer about whom the information is being disclosed.

NA

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

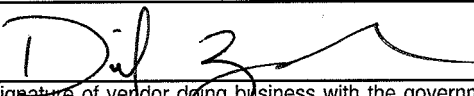
☒

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NA

- 6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). NA

7 

Signature of vendor doing business with the governmental entity

3/1/2024

Date

PACKET

10-206

May 14, 2024

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Southern Cleaning Service, Inc. has been in business for over 40 years, and we are enjoying double digit growth, through the last few years. Our financial and human resources, allow us the ability to take on larger municipal clients, like yourselves. Through our current and past experience and contracts, with multiple larger and smaller municipalities, we have the resources and experience to take on and succeed with any additional municipal contracts. Our staffing and equipment resources, are above anything needed, to take on additional clients, due to our company structure and our excellent planning staff and our pre-developed new start-up contract strategies. Our continued attention to detail, and our diversity in the market, contribute to our continued financial growth and stability. We certify, that our current Financial and Human Resources, are stable and are more than enough to provide the at the services level and beyond, as required by Flagler County.

Southern Cleaning Service, Inc. has never filed for bankruptcy, in it's over 40 years of business.

Southern Cleaning Service, Inc. is not or has ever been involved in any litigations or disputes with any past or current clients.

Southern Cleaning Service, Inc. has been in business for over 40 years, and we are enjoying double digit growth, through the last few years. Our financial and human resources, allow us the ability to take on larger municipal clients, like yourselves. Through our current and past experience and contracts, with multiple larger and smaller municipalities, we have the resources and experience to take on and succeed with any additional municipal contracts. Our staffing and equipment resources, are above anything needed, to take on additional clients, due to our company structure and our excellent planning staff and our pre-developed new start-up contract strategies. Our continued attention to detail, and our diversity in the market, contribute to our continued financial growth and stability. We certify, that our current Financial and Human Resources, are stable and are more than enough to provide the at the services level and beyond, as required by Flagler County.

Southern Cleaning Service, Inc. has never filed for bankruptcy, in it's over 40 years of business.

Southern Cleaning Service, Inc. is not or has ever been involved in any litigations or disputes with any past or current clients.



24002365 Janitorial Services for various City owned buildings

Addendum # 1

Questions and Clarifications for Janitorial Services

The City of Midland has scheduled a walk through on Tuesday, February 20, 2024 at 9:00 AM meeting point will be at City Hall Council Chambers 300 N Loraine.

Please provide unit per square foot for additional floor cleaning of carpet and the bare floors and attach under "Additional Costs for Floor Cleaning".

Parking Garage is an actual garage that will need to be cleaned including the elevators.

The 24002365 Janitorial Services will not include the Police Department so please omit first sentence of Section 6.3.12.

What is the name of the prior contractor?

ABM Janitorial Services

What was the amount of the award or bid price/table?

The awarded amount was \$404,325.60 for two years.



What is the amount of the bond required?

See Item 6.2.14.1 of the RFP and Item 3 of the Service Contract.

How many resumes are required for the bid?

City of midland would prefer three resumes.

Are you able to break the square footage of the carpet that needs to be cleaned for each of the buildings?

City of Midland is not able to provide square footage, but bidders are able to schedule to come take measurements.

Do employees require background clearance before performing services?

The City of Midland does require background checks for employees.



24002365 Janitorial Services for various City owned building

Addendum # 2

Questions and Clarifications for Janitorial Services

The bid date has been extended to March 6, 2024 at 2:00 PM.

The City of Midland has scheduled a walk through on Thursday, February 22, 2024 at 1:30 PM meeting point will be at City Hall Council Chambers located at 300 N Loraine.

Please provide costs for additional emergency cleaning and attach under “Additional Costs for Emergency Cleaning.”

How many times will the floors need to be stripped and waxed at City Hall? Will the chemicals be provided?

The floors will need to be stripped and waxed semiannually. The company will need to provide chemicals.

Will all the carpets need to be shampooed and vacuumed daily?

Shampooing will need to be done as needed and vacuuming will need to be twice a week.

Will the windows at Municipal Court need to be cleaned?

The windows at the cashier counter, doors, and reachable windows will need to be cleaned daily.

Employees at Water and Wastewater will clean their own offices and place trash bags in hall. The floors in the hall will need to be cleaned daily including the gym equipment.

Vehicle Services will need to be vacuumed, mopped, counters and windows cleaned daily.

Garage Shop has 15 bays (each mechanic has own trash can) will need to be thrown out as needed.

Animal Services' all offices and kennel halls will need to be cleaned except the ones that are locked by employees every night.

Health department will also need daily cleaning during business hours in the restrooms and the common area plus the removal of trash from 12:00 to 1:30 PM including the after-hours cleaning.

Will the City of Midland indicate the number of personnel currently serving on the contract or the number required?

Currently Serving:

City Hall-3 people

Municipal court-2 people

Animal services -1 person

Health department- 1 person

Transportation-1 person

Municipal garage, building 6-1 person

Walk street lofts parking garage-2 people

MUSC buildings- 1 person

Is it mandatory to fill in the excel file BY-12IO the table that indicates "ADDITIONAL RESPONSES"? If so, which elements must be detailed?

This is not mandatory only if additional responses as needed.



Will the original documents need to be delivered the day before the closing by mail or must they be delivered in person at the indicated offices Section 1 page 5?

City of Midland would prefer document submittals through Bonfire.

If the subcontractors have “Worker’s Compensation Insurance” is that okay? Or does the prime contractor require “Worker’s Compensation Insurance” as well?

The prime contractor must provide workers compensation insurance.

Can you let us know if the bid deadline been extended?

Yes, the bid deadline has been extended to March 6, 2024 at 2:00 PM.

Is the current contractor scope of work the same as the current bid scope of work? If not, what has changed?

Police Department was removed from scope of work and Midland Utilities Service Building were added to scope of work.

How many hours per day do your techs work?

This will be determined by the vendor.

What hours are the current cleaning crew working?

The hours working currently are from 5:30 PM to 12:00 AM.

What is the amount spent last year on consumables?

This amount is determined by the vendor

What is your budget?

City of Midland does not provide this information.



When a strip and wax is performed, who would be responsible for moving furniture?

The vendor will be responsible.

What is the total square footage of the floor that would need to be stripped and waxed?

This is determined by the vendor by location.

Is there a change that this bid maybe awarded to more than one company?

This is a possibility.

Would the City be willing to have designated "Desk Dusting Days"? On certain days employees remove belongs off desk to be dusted.

Vendor does not have to designate days. At the end of the day, employees are welcome to remove items from desks.

Is there a confidentiality contract signed? If so, is it just the contract or per employee?

No there is no confidentiality contract signed.



24002365 Janitorial Services for various City owned building

Addendum # 3

Questions and Clarifications for Janitorial Services

Document BT-1210: I noticed that the Midland Utilities Service Center, Area C - Water & Wastewater/Solid Waste building (located at 401 N. Carver Street) is not located on the BT-1210 Excel spreadsheet. Was this building removed from the RFP or is there a way to add it as we would like to bid on it? And, do we need to submit individual proposals for each building or is the BT-1210 considered a proposal for all the buildings?

The bid table has been updated and resent to all vendors. The BT-1210 is considered the proposal for all buildings.

Bonfire Submission Page: The Bonfire submission page is requesting information for Emergency Cleaning. Can you please provide specifics for this? What type of emergencies does this consist of - water leaks, overflowing toilets, etc.?

This is emergency calls such as a stain on the carpet or anything out of the normal.

Conflict-of-Interest Questionnaire: This does not apply to our company. Because of this, do we need to upload a document on our letterhead stating this or, do we just leave it blank and not upload anything?

If the Conflict of Interest does not apply, please attach blank if so, please see below:

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed.

Affidavit of Employment: We do collect sales tax from our clients, and we pay state and local taxes on the 20th of every month. However, I do not understand question 4 of the affidavit. It states, "if you collect sales tax for ANY class of customer, provide the following Reseller information", Reseller Permit Number and company



information. Can you please provide more information on this?

Please see link below about more information about reseller:

<https://comptroller.texas.gov/taxes/sales/faq/resale.php>

Page 10 of 11 of the RFP: states that we need to submit resumes. Is this a resume of our company? Or a resume for the Owner / President of our company? And given the other person is an Owner / VP, do I need to submit a resume as well?

City of Midland is requesting resumes (business references) as it states in 8.3.1.



City Council Meeting

Item Number: 11
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A CONTRACT TO WIND AND SUN PROTECTION, INC., IN THE AMOUNT OF \$128,415.63 FOR THE INSTALLATION OF LITTER NET FENCING AT THE CITY OF MIDLAND LANDFILL (DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution awarding a contract for the installation of Litter Net Fencing at the Landfill for the Solid Waste Department to Wind and Sun Protection, Inc. of Coaldale, AB Canada for a cost of \$128,415.63.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Solid Waste Fund budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the installation of Litter Net Fencing at the Landfill for the Solid Waste Department. The bid request was sent to one hundred eight (108) vendors. We received three (3) bids. Staff recommends awarding a contract to Wind and Sun Protection, Inc. Please see the attached memo from Jeffery Ahrlett, Director of Solid Waste, for more information.

Therefore, please consider a resolution awarding a contract to Wind and Sun Protection, Inc. of Coaldale, AB Canada for the installation of Litter Net Fencing at the Landfill for the Solid Waste Department for a cost of \$128,415.63.

A handwritten signature in black ink, appearing to read "Morris Williams".

City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager
FROM: Jeffery Ahrlett, Director of Solid Waste
SUBJECT: Litter Net Fencing Installation
DATE: May 2, 2024

Solid Waste is seeking city council approval for the installation of Litter Net Fencing at the Landfill in the amount of \$128,415.63 to Wind and Sun Protection, Inc.

The City of Midland Landfill Division is needing to install a 25- to 30-foot-tall litter net fence alongside the northern perimeter of cells 5 and 6. The approximate linear length will span approximately 1400 feet. The netting is needed to catch any windblown trash from leaving the site and littering the private property directly north of these cells. Cell development is now above natural grade level and because of this, windblown litter can easily travel over the existing 6-foot perimeter fence into the private property. The Landfill is regulated to control its windblown litter.

Solid Waste is seeking the approval in the amount of \$128,415.63 for the installation of Litter net fencing for cells 5 and 6 at the Landfill, for the control of windblown litter.

Funds are available in the Solid Waste budget.

RESOLUTION NO. _____

**RESOLUTION AWARDDING A CONTRACT TO WIND
AND SUN PROTECTION, INC., IN THE AMOUNT OF
\$128,415.63 FOR THE INSTALLATION OF LITTER NET
FENCING AT THE CITY OF MIDLAND LANDFILL**

WHEREAS, the City Manager approved plans and specification and authorized advertisement for bids for the installation of litter net fencing at the City of Midland landfill; and

WHEREAS, bids were opened on March 27, 2024, with the lowest bid being submitted by Wind and Sun Protection, Inc., in the amount of \$128,415.63 as shown on the bid tabulation attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Wind and Sun Protection, Inc., for agronomic compliance consulting services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Wind and Sun Protection, Inc., for the installation of said litter net fencing;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract in the amount of \$128,415.63 with Wind and Sun Protection, Inc., for the installation of litter net fencing at the City of Midland landfill. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That funding shall be available in the Solid Waste Fund budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Wind and Sun Protection, Inc., pursuant to the terms of said contract upon receipt of proper invoices or statements approved by the City Manager.

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

City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by
the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2024\Contracts\Award Contract - Litter Net Fencing Installation.wpd



THE CITY OF MIDLAND

CONTRACT

24003367

THIS CONTRACT, effective the 15th day of May, 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Wind and Sun Protection, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 128,415.63 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for the installation of Litter Net Fencing at the Landfill. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B..... Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more
EXHIBIT D..... Wage Scale

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

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

8. **INDEMNITY: COMPANY 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, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, 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 COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. COMPANY 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, 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 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 COMPANY OR COMPANY'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 COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE 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 AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS 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 COMPANY 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 CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 80 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding \$25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY 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, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. Governmental Immunity: By executing this contract 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.

20. **Insurance:**

COMPANY 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

Workers' 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 a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY 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 CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

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

COMPANY 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, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

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

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

23. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties 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 contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) 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 COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification 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 COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY 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.

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

29. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

33. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Wind and Sun Protction, Inc., 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____.

Date: 03/08/2024



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

BID NO: 24003367**CLOSING DATE:**

March 27, 2024

CLOSING TIME:

2: 00 PM

BIDS WILL BE RECEIVED UNTIL 2: 00 PM on 03/27/2024 THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: City of Midland Landfill 7901 E Garden City Hwy, Midland, Texas

DESCRIPTION	
Litter Net Fencing Project for the City of Midland Landfill located at 7901 E Garden City Hwy, Midland, Texas.	
TOTAL	
NOTICE TO BIDDERS: - FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM. - 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 REQUIREMENTS OF CONTRACT, 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. - BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA. PUBLIC INFORMATION: To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.	
FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV	
NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID. THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.	
COMPANY NAME: <u>Wind and Sun Protection Inc.</u> ADDRESS: <u>1112 14 Ave</u> CITY: <u>Coaldale</u> STATE: <u>AB</u> ZIP: <u>7141MB</u> PHONE NO: <u>405 328 9463</u> EMAIL: <u>anthony@wind and sun protection.com</u> DELIVERY CAN BE MADE: <u>1112 14 Ave</u> AUTHORIZED SIGNATURE: <u>[Signature]</u>	



Wind & Sun Protection Inc.

A Complete Windbreak Service

P.O. BOX 928 T1M 1M8 COALDALE AB CANADA

Phone: (403) 328-WIND

Web: www.windandsunprotection.com

Email: anthony@windandsunprotection.com

March 27, 2024

24003367 – Litter Net Fencing

Scope:

1. 25'-30' tall x 1400' long litter control fence.
2. Design Criteria:
 - i. The objective is stop litter from leaving the site
 - ii. Netting Density 15%
 - iii. Litter netting designed for landfill applications
 - i. UV treated
 - ii. 3/8" rope border
3. Design:
 - i. Certified wood poles.
 - i. Lodgepole pine or equivalent.
 - ii. CAA or similar treatment.
 - iii. Post spacing is 40' on center.
 - iv. Backfilled with concrete.
 - v. Aircraft cables.
4. Upgraded Specifications included (Optional)
 - i. Poles to be installed at an slanted angle. This will make it easier for the litter to shed the netting as well as reduces the chance of litter going above the top of the netting. It will also shed the litter further away from the poles and netting so equipment can get easier access to cleaning it up.
 - i. Poles can also be installed straight if that is the wishes of the City.
 - ii. Upgraded cable size to 3/8" for additional strength.
 - iii. Substitute cable clamps to crimped sleeves. This will prevent the netting from getting caught on the cable clamps and avoid potential rips.
 - iv. Each cable connection is individually installed between posts for additional strength and easier replacement if ever required.
 - v. Poles to be backfilled with concrete as opposed to backfilled with spill dirt.

- vi. Netting to be secured with snap hooks. If required, this makes the replacement of the netting easier. It will also greatly increase the strength of the connection points between the netting and structure.
- 5. Expected life span:**
- i. Mechanical or animal damage excluded.
 - ii. “Force Majeure” (Beyond design parameters) excluded.
 - iii. Posts: we anticipate a life span of a minimum of 30 years.
 - iv. Litter control netting 10-15 years.
- 6. Installation time frame:**
- i. The fence will be installed in 2 phases.
 - ii. Phase one will include:
 - i. Excavation of the holes.
 - ii. Installation and backfilling the poles in the ground.
 - iii. Phase two will include:
 - i. Hanging of all netting system. (Use of man lift).
 - ii. Installation of bracing and anchors
 - iii. Final inspection of the fence.
 - iv. Expected duration:
 - i. Phase 1: 2-3 day.
 - ii. Phase 2: 4-6 days.
- 7. Start date:**
- i. Wind and Sun Protection is dedicated to making this job our priority. Once a contract has been executed, Wind and Sun Protection will immediately start working on logistics and will execute the work as quickly as possible.
- 8. Maintenance requirements:**
- i. Tension on the wires should be checked periodically – every 6 months.
 - ii. This fence should be virtually free from any maintenance during its life expectancy.
- 9. Risks associated with this proposal:**
- i. Any time excavation is involved, the risk exists to damage underground objects. It is absolutely important to have all underground services; liners and such identified.
 - ii. Bedrock is outside the scope of this proposal.
 - iii. Soil instability. This tender assumes proper soil bearing capacity. Collapsing of the soil; unstable soil; requirements to use casings are not included as no soil conditions were provided through the bid.
 - iv. Removal of spoil dirt to remain on site.
- 10. Qualifications**
- i. Wind and Sun Protection can provide all insurance, workers compensation, safety and training certifications upon award of contract.
 - i. All staff having the appropriate safety certificates including but not limited to: Fall Protection, First Aid, Ground Disturbance, H2S, Elevated Working Platform.

11. Notes:

- a. Non-union labor is included.
- b. Man lift equipment is included.
- c. Mobilization cost to and from the site is included.
- d. Standard on site safety meetings are included.
- e. Standard drilling is assumed, no rock; frost; caving in; sleeving etc. is considered. (No soil information provided).

12. Company experience:

- i. Wind and Sun Protection has years of experience in wind and ball barrier control fences. In addition, many problems caused by the wind also apply to other industries, for which Wind and Sun has completed many solutions.
- ii. WSP was started in 1987 by Mr. Gerrit van Maanen, who still is a shareholder today, and an active participant in day to day operations.
- iii. In 2001 the company was purchased by the current president (René van de Vendel) who is also an active participant both in and out of the field.
- iv. All employees have a lot of experience in specialized fencing, ranging from 10 to 25 years (in addition to the current owners)
- v. Some past clients include The City of Fort McMurray , The City of Regina; City of Medicine Hat; City of Lethbridge; M.D of St. Clements; Beaver Municipal Solutions; N.R.S.Waste Management LTD; Town of Rosetown; M.D. of Willow Creek; City of Moose Jaw; City of Barrie; Town of Maple Creek; And others.
- vi. This project will be installed by in-house staff only.
- vii. Company owner René van de Vendel will be on site to manage and assist the installation.

13. Project Understanding

Wind and Sun Protection has been building specialized fencing for over 30 years. Our team of experts have successfully completed hundreds of projects and feel extremely confident in our ability to produce the desired outcomes.

Our proposal reflects a long term approach that has considered the following:

- Future replacement of components once the lifespan has been reached. (Each section is individually installed).
- Maximum reduction of litter escaping the landfill (see slanted poles).
- Consideration for the ease of litter shedding the fence and pick up once the wind subsides (see slanted poles).
- Structural design that incorporates certified poles and concrete for additional strength.
- Upgraded cable and hardware for additional strength.

14. References**Barrier Fencing Installation References**

Below are just some of our references. Further references can be given upon request. Please note that different objectives require different barrier materials, however the core competency of fence installation remains the same on all of the following references as the design is extremely similar.

City of Kawartha Lakes
 Completion: November 2023
 Contact: Marten Leclerc
 Phone: 705-324-9411 ext 1131
 Email: mleclerc@kawarthalakes.ca
 Value: \$108,000.00
 Scope: Installation of 550' x 27' barrier fence

City of Barrie
 Completion: June 2022
 Contact: Lindsay Quinn
 Phone: 705-739-4220 ex 5831
 Email: Lindsay.quinn@barrie.ca
 Value: \$160,000.00
 Scope: Installation of 1600' x 15' barrier fence

City of Lethbridge
 Completion: May 2023
 Contact: Tom Kinnell
 Phone: 403-359-7188
 Email: tom.kinnell@lethbridge.ca
 Value: \$575,000.00
 Scope: Installation of 5252' x 24' barrier fence

M.D. Wainwright
 Completion: July 2023
 Contact: James Schwindt
 Phone: 780-842-4454
 Email: agfield@mdwainwright.ca
 Value: \$250,000.00
 Scope: Installation of 1000' x 40' barrier fence

GFL Environmental
 Completion: August 2023
 Contact: Todd Muloin
 Phone: 403 874 7738
 Email: tmuloin@gflenv.com
 Value: \$200,000.00
 Scope: Installation of 352' x 30' barrier fence

Keyera Energy
 Completion: August 2022
 Contact: Dan Karl
 Phone: 403-880-0900
 Email: dan_karl@keyera.com
 Value: \$150,000.00
 Scope: Installation of 450' x 30' barrier fence

Caliber construction
 Completion: July 2021
 Contact: Tony Hadi

Phone: 306-559-6052
 Email: admin@calibergroup.ca
 Value: \$110,000.00
 Scope: Installation of 440' x 20' barrier fence

City of Lethbridge
 Completion: May 2021
 Contact: Tom Kinnell
 Phone: 403-359-7188
 Email: tom.kinnell@lethbridge.ca
 Value: \$150,000.00
 Scope: Installation of 1150' x 40' barrier fence

M.D. of Willow Creek
 Year: August 2020
 Contact: Cheryl Friesen
 Phone: 403-687-2603
 Email: wcrlandfill@gmail.com
 Value: \$165,000.00
 Scope: Installation of 1000' x 40' barrier fence

Regional Municipality of Wood Buffalo
 Completion: August 2018
 Contact: Louise Johnson
 Phone: 780- 743-7000
 Value: \$190,000.00
 Scope: Installation of 1000' x 40' barrier fence

Town of Raymond – Hells creek golf course
 Completion: June 2021
 Contact: Hugh Simpson
 Phone: 403-892-2954
 Email: hughsimpson@raymond.ca
 Value: \$60,000.00
 Scope: Installation of 175' x 50' barrier fence

Nutragrow
 Completion: October 2022
 Contact: John Dyck
 Phone: 204-806-2117
 Email: jdyck@nutragro.ca
 Value: \$50,000.00
 Scope: Installation of 100' x 15' barrier fence

Dew it Green Inc. Project Consultant
 Completion: August 2021
 Contact: Stephen Wilson
 Phone: 403-640-1806
 Email: dewitgreen@shaw.ca
 Value: \$55,000.00
 Scope: Installation of custom barrier fencing

City of Barrie

Completion: November 2020

Contact: Lindsay Quinn

Phone: 705-739-4220 ex 5831

Email: Lindsay.quinn@barrie.ca

Value: \$60,000.00

Scope: Installation of 656' x 19' barrier fence

Contact: Mark Clarke

Phone: 403-837-3037

Email: Mark@calgarymetal.com

Value: \$75,000.00

Scope: Installation of 175' x 30' barrier fence

Town of Granum

Completion: May 2022

Contact: Blaine Ellis

Phone: 403 625 6281

Email: blaine.ellis@mdwillowcreek.com

Value: \$65,000.00

Scope: Installation of 450' x 30' barrier fencing

Lafarge

Completion: June 2019

Contact: Niko Veriotes

Phone: 403-837-2095

Value: \$30,000.00

Scope: Installation of 40' x 30' barrier fence

Teck coal

Completion: October 2018

Contact: Anthony Anderson

Phone: 250-425-8720

Value: \$30,000.00

Scope: Installation of 800' x 10' barrier fence

Town of Gravenhurst

Year: July 2023

Contact: Caroline Kirkpatrick

Phone: 705-816-5880

Email: caroline.kirkpatrick@gravenhurst.ca

Value: \$75,000.00

Scope: Installation of 200' x 26' barrier fence

Rosetown

Completion: October 2020

Contact: Bob Bors

Phone: 306-882-2142

Value: \$50,000.00

Scope: Installation of 1100' x 40' barrier fence

Calgary Metals

Completion: August 2021

12. Price breakdown

a. 25'-30' x 1400' Litter control fence

\$128,415.63 USD

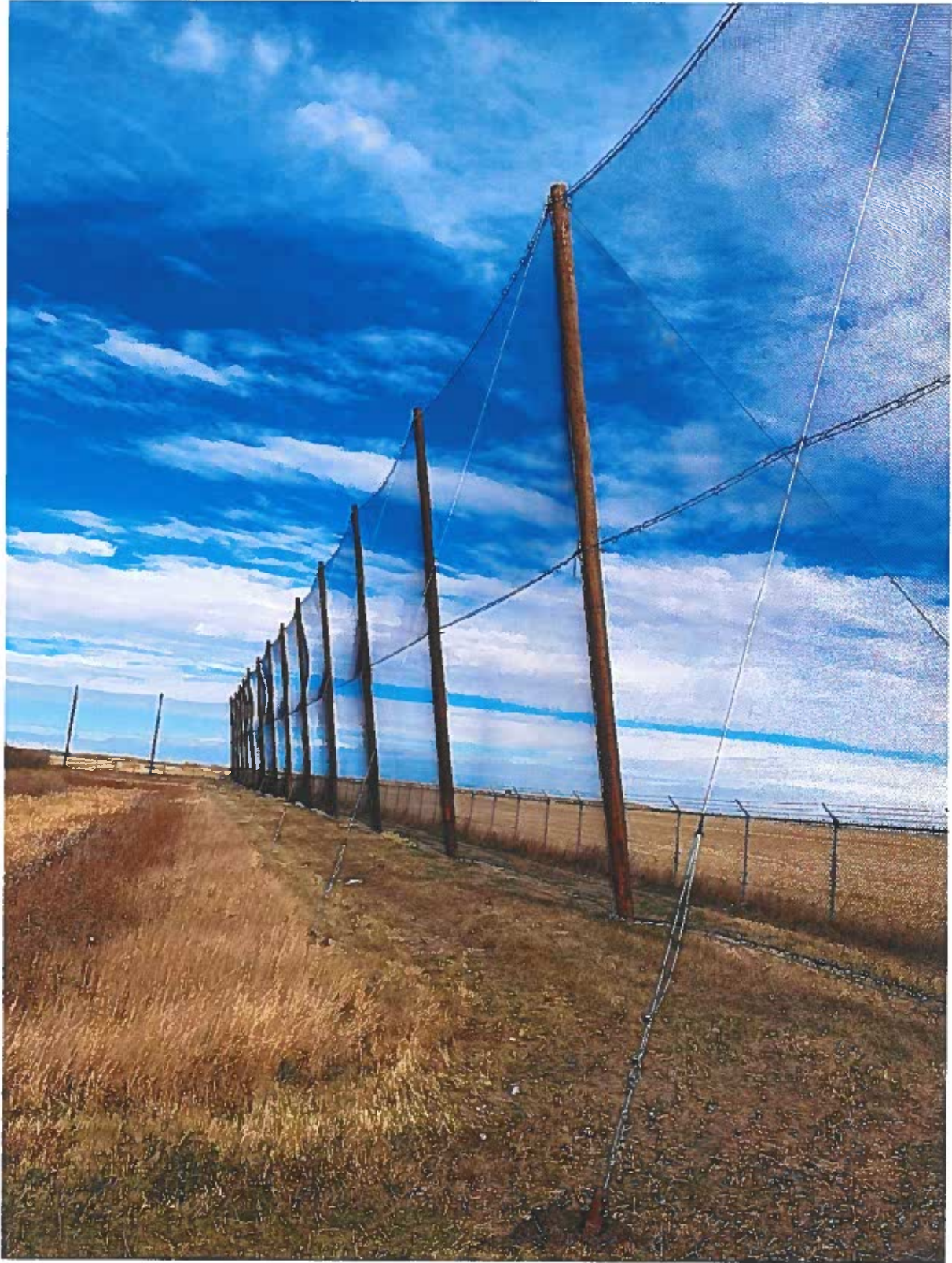
We appreciate the opportunity to provide you with the details on your tender, and look forward to the possibility to work together with you on this project!

We are available to discuss further details at your convenient time,

Thank you for considering Wind and Sun Protection Inc.

Anthony van de Vendel,

WSP Inc.







U.S. DOLLAR DRAFT

1921 - 20TH AVENUE
COALDALE AB T1M 1N2

PAY TO ORDER OF CITY OF MIDLAND LANDFILL

1359042394

2 0 2 4 0 3 2 6
DATE Y Y Y M M D D

\$ 6,420.78

U.S. DOLLARS

SUM OF EXACTLY 6,420 DOLLARS ***** 78/100

TO:
U.S. Bank National Association
MINNEAPOLIS, MN

AUTH NO.	AUTH NO.
	AUTHORIZED OFFICER

AUTHORIZED OFFICER

Purchaser's Name: *WIND AND SUN PROTECTION INC.

⑆ 1359042394 ⑆ ⑆ 091000022 ⑆ 10479268953 ⑆

THE DEPOSIT TO WHICH THIS INSTRUMENT RELATES IS NOT INSURED
UNDER THE CANADA DEPOSIT INSURANCE CORPORATION ACT.

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE



Wind & Sun Protection Inc.

A Complete Windbreak Service

P.O. BOX 928 T1M 1M8 COALDALE AB CANADA

Web: www.windandsunprotection.com

Phone: (403) 328-WIND

Email: anthony@windandsunprotection.com

March 27, 2024

A copy of our certified cheque for the bid bond has been included. As this is an online submission, the bid bond shall be sent physically to the City of Midland

Primary Responses

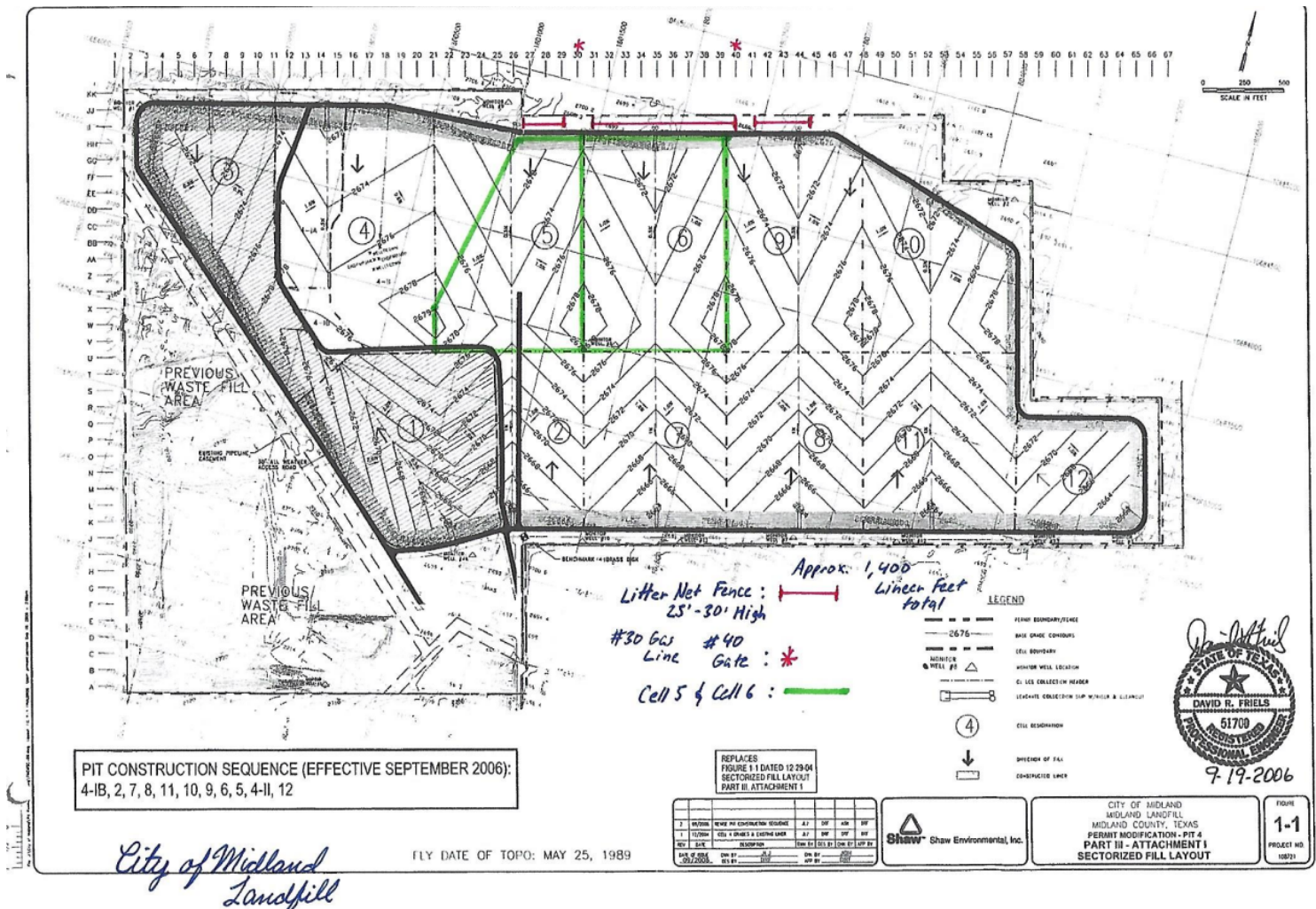
Success: All data is valid!						
					Numeric	
Status	Bid/No Bid Decision	#	Litter Net Fencing	Quantity Required	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	Materials Portion Incorporated Into Project	1	\$ 94,243.86	\$ 94,243.86
Success: All values provided	Bid	#0-2	Labor Portion Incorporated Into Project	1	\$ 34,171.77	\$ 34,171.77
Not Bidding	No Bid	#0-3	Other Costs Not Incorporated Into Project	1		-
Basket Total						\$ 128,415.63
Grand Total						\$ 128,415.63

Litter Net Fencing for Landfill

Specifications

The work to be accomplished under this contract is located at the City of Midland Landfill 7901 E Garden City Hwy, Midland, Texas 79706.

The work will include the installation of a Litter Net Fence at cells 5/6. Each company will set the net using wood poles extending 25 to 30 feet high. Total linear feet is 1,400. The netting material is a polyester-type material mesh similar to what is used on golf course driving ranges. Wire and cable will be used to secure the net. Below is a map of the property.





A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Vendor & Contractor Communication

In order to ensure smooth coordination and effective communication between contractors and the City of Midland, **it is imperative that contractors provide adequate advance notice before commencing work on specific projects.** The city requires ten (10) days' notice on commencement of project. This advance notice requirement serves to notify all relevant city departments, ensuring proper preparation and coordination of resources. Additionally, it facilitates timely dissemination of information to the public, if necessary, thereby minimizing potential disruptions and maximizing transparency throughout the project lifecycle. **By adhering to this protocol, contractors demonstrate their commitment to fostering productive partnerships with the City of Midland and upholding standards of efficient project management and community engagement. This commitment is a part of our strategic plan, with direct ties to Goal 4: Transparent and Consistent Communication and Strategies 4.4 and 4.5.**

Strategic Plan

1. Strong Economy with More Quality Jobs

- 1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
- 1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
- 1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
- 1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
- 1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
- 1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
- 1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
- 1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
- 1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

- 2.1 Enhance public safety programs.
- 2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
- 2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
- 2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
- 2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
- 2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

- 3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
- 3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
- 3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
- 3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
- 3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
- 3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

- 4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
- 4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
- 4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
- 4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
- 4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

- 5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
- 5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
- 5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
- 5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
- 5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
- 5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
- 5.7 Ensure Sustained Financial Stability and Accountability: Maintain financial transparency.
- 5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
- 5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

- 5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

- 6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
- 6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
- 6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
- 6.4 Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
- 6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
- 6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.
- 6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

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

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

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

For a current list of the local government officers go to: <http://www.midlandtexas.gov/>

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

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

~~PACKET~~ ~~11.34~~
Signature of vendor doing business with the governmental entity

Date May 14, 2024

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF MIDLAND

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

Affidavit of Eligibility

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

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

Reseller Permit Number: _____

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

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

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

☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY 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/COMPANY 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/COMPANY 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.

COMPLIANCE: Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

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.

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).
2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.
3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.
4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.
5. 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. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.
6. Time of proposed delivery shall be stated in number of calendar days.
7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.
8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.
9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.
10. Detailed specifications rule over General specifications (headings, etc.)
11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.
12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.
13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.
14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

15. Public Information. To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. INSURANCE –

The following provisions apply unless the agreement is for the supply of goods only:

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

Commercial General Liability (including Contractual liability):

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

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

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

The Business Automobile Liability insurance provided by Seller 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 Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

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

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller 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."

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

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

24. **ASSIGNMENT** - Seller 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 Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. **RELEASE** - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER 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 BUYER'S NEGLIGENCE.

26. **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.

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

28. **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, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, 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 Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller 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 Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer 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, Seller's failure to comply with the requirements herein shall perpetually bar Seller's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. Seller agrees that the requirements of this entire agreement are reasonable.

29. **INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS)** - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'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 SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. **SOVEREIGN IMMUNITY** - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

31. **THIRD PARTY BENEFICIARY** - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

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

34. **CERTIFICATION** - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

EXHIBIT C

Bonding Requirements

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

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

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

BID BOND

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

SURETY NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

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

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: **PACKET**
ATTACH POWER OF ATTORNEY

11.48

May 14, 2024

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ of the City of

_____ of the County of _____ and State of Texas

as Principal, and _____, as Surety, are held and

firmly bound unto the City of Midland, Texas, as Oblige, in the amount of

_____ DOLLARS

(\$ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs,

administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____

day of _____, 20____, for the furnishing of materials, equipment to perform all labor and work

necessary for _____, hereof as fully and to the

same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants

supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said

contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition

to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings

accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders,

shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____, specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____, 20__.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

BOIL0074-003 07/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0084-011 06/01/2023		

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

PLUM0404-001 09/01/2022		

	Rates	Fringes
PLUMBER.....	\$ 28.64	10.65

SUTX2014-037 07/21/2014		

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00

OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00 **	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

24003367
Litter Net Fencing
Open: March 27, 2024

America's Nationwide Netting, Inc. dba Nets of Texas
PO Box 1776
Cypress, Texas 77410

West Coast Netting
5075 Flightline Dr.
Kingman, AZ 86401

Wind and Sun Protection
1112 14 Ave
Coaldale, AB T 1M 1N2

		Total Cost	\$199,000.00			\$285,670.00		\$128,415.63	
#	Items	Quantity	UnitPrice	TotalCost		UnitPrice	TotalCost	UnitPrice	TotalCost
0									
#0-1	Materials Portion Incorporated Into Project	1	\$ 99,500.0	\$ 99,500.0		\$ 131,968.0	\$ 131,968.0	\$ 94,243.86	\$ 94,243.86
#0-2	Labor Portion Incorporated Into Project	1	\$ 99,500.0	\$ 99,500.0		\$ 68,418.0	\$ 68,418.0	\$ 34,171.77	\$ 34,171.77
#0-3	Other Costs Not Incorporated Into Project	1	No Bid	No Bid		\$ 85,284.0	\$ 85,284.0	No Bid	No Bid

Bidding Summary

Bid requests were issued: 8
NO BIDS were received: 0
Bidders did not respond: 5



City Council Meeting

Item Number: 12
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A CONTRACT FOR THE T24-03 ON-CALL TRAFFIC SIGNAL PROJECT TO THE SOLE BIDDER, WILLIS ELECTRIC CO., L.P. OF ABILENE, TEXAS, AT A TOTAL COST NOT TO EXCEED \$500,000.00; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding a contract for the On-Call Traffic Signal Project for the Engineering Department to Willis Electric Co., LP of Abilene, Texas for a cost of not to exceed \$500,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the General Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the On-Call Traffic Signal Project for the Engineering Department. The bid request was sent to twenty-three (23) companies. We received a sole bid. Staff recommends awarding a contract to the sole bidder Willis Electric Co., LP. Please see the attached memo from Taha Sakrani,

City Traffic Engineer, for more information.

Therefore, please consider a resolution awarding a contract for the On-Call Traffic Signal Project for the Engineering Department to Willis Electric Co., LP of Abilene, Texas for a cost of not to exceed \$500,000.00.

A handwritten signature in black ink, appearing to read "Morris Williams Jr.", is positioned above a horizontal line.

City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez; City of Midland, Purchasing Manager
FROM: Taha Sakrani, P.E.; City of Midland, City Traffic Engineer
SUBJECT: On-Call Traffic Signal Contract ♦ Project T24-03 ♦ Bid Tabulation
DATE: April 24, 2024

The Traffic Operation Division requested the issuance of an On-Call Traffic Signal contract to allow for the maintenance replacement of traffic equipment, and also to allow for installation of new traffic controlling devices.

This contract is structured such that the bidders have provided unit prices for a variety of types of signal work. Artificial quantities have been assigned to each item for the purpose of calculating a total bid amount.

However, regardless of the total bid, the contract is to be awarded for an amount not to exceed \$500,000 for the remainder of FY2024. The contractor will be assigned individual tasks and payment for each task will be based on the quantities of individual items actually used and the unit prices in the contract.

The Willis Electric Co. of Abilene, Texas is the sole bidder, and therefore is the apparent low bidder. Staff is comfortable with the performance history of this contractor based on the information available, and recommends award to Willis Electric Co.

Taha Sakrani

Taha Sakrani, P.E.
City Traffic Engineer

RESOLUTION NO. _____

**RESOLUTION AWARDDING A CONTRACT FOR THE
T24-03 ON-CALL TRAFFIC SIGNAL PROJECT TO THE
SOLE BIDDER, WILLIS ELECTRIC CO., L.P. OF
ABILENE, TEXAS, AT A TOTAL COST NOT TO
EXCEED \$500,000.00; AND AUTHORIZING PAYMENT**

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the T24-03 On-Call Traffic Signal Project (the “Project”); and

WHEREAS, Bid No. 24003780 was opened on April 10, 2024, with the sole bidder and the lowest responsible bidder being Willis Electric Co., L.P. of Abilene, Texas (“Contractor”), having submitted a bid of \$2,316,000.00 to establish unit prices as shown on the bid tabulation attached hereto as Exhibit “A” and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit “A”, shall not exceed \$500,000.00; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Contractor for said Project;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost not to exceed \$500,000.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract in an amount not to exceed \$500,000.00 from funds available in the General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

Gabriel McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

24003780
T24-03 On-Call Traffic Signal Project
Open: April 10, 2024

Willis Electric Co LP
4242 Sayles Blvd
Abilene, Texas 79605

				Total Cost		\$ 2,316,000.0	
#	Items	Lowest	Qty.	Notes	Unit/Price	Total Cost	
0							
#0-1	Remove and salvage traffic signal pole without arm, pedestal or luminaire pole; deliver to City yard	\$ 12,500.0	5	REMOVAL ONLY	\$ 2,500.0	\$ 12,500.0	
#0-2	Remove and salvage traffic signal mast arm pole; deliver to City yard	\$ 15,000.0	5	REMOVAL ONLY	\$ 3,000.0	\$ 15,000.0	
#0-3	Remove and salvage traffic signal controller cabinet with equipment and accessories; deliver to City yard	\$ 5,000.0	5	REMOVAL ONLY	\$ 1,000.0	\$ 5,000.0	
#0-4	Remove and dispose of pole foundation; to 18"	\$ 5,000.0	5	REMOVAL ONLY	\$ 1,000.0	\$ 5,000.0	
#0-5	Remove and dispose of pole foundation; full depth up to 10 ft; backfill and compact	\$ 10,000.0	2	REMOVAL ONLY	\$ 5,000.0	\$ 10,000.0	
#0-6	Traffic signal controller cabinet; ground mounted with riser pedestal; NEMA TS2 Type 2; controller and MMU programming by City staff	\$ 8,000.0	2	INSTALL ONLY See Note 2	\$ 4,000.0	\$ 8,000.0	
#0-7	Traffic signal controller cabinet; pole mounted; NEMA TS2 Type 2; controller and MMU programming by City staff	\$ 30,000.0	5	INSTALL ONLY See Note 2	\$ 6,000.0	\$ 30,000.0	
#0-8	Traffic signal controller cabinet foundation and pad per TxDOT Standard Drawing TS-CF-04	\$ 30,000.0	5	FURNISH AND INSTALL See Note 3	\$ 6,000.0	\$ 30,000.0	
#0-9	Uninterruptible power supply/battery backup system; pole or cabinet mounted	\$ 20,000.0	5	INSTALL ONLY See Note 2	\$ 4,000.0	\$ 20,000.0	
#0-10	Conduit; (1) 4" PVC; by trenching	\$ 110,000.0	1000	FURNISH AND INSTALL See Note 3	\$ 110	\$ 110,000.0	
#0-11	Conduit; (2) 4" PVC; by trenching; in common trench	\$ 55,000.0	1000	FURNISH AND INSTALL See Note 3	\$ 55	\$ 55,000.0	
#0-12	Conduit; (1) 4" PVC; by boring or directional drilling	\$ 100,000.0	500	FURNISH AND INSTALL See Note 3	\$ 200	\$ 100,000.0	
#0-13	Conduit; (2) 4" PVC; by boring or directional drilling; adjacent runs using common end points	\$ 50,000.0	500	FURNISH AND INSTALL See Note 3	\$ 100	\$ 50,000.0	
#0-14	Ground box with apron; TxDOT Type D (15.25" W x 28.25" L x 20" D inside)	\$ 45,000.0	10	FURNISH AND INSTALL See Note 3	\$ 4,500.0	\$ 45,000.0	
#0-15	Ground box with apron; TxDOT Type E (11.5" W x 21" L x 16" D inside)	\$ 35,000.0	10	FURNISH AND INSTALL See Note 3	\$ 3,500.0	\$ 35,000.0	
#0-16	Signal post; aluminum; with or without T-base; 8-20 ft height	\$ 7,500.0	5	INSTALL ONLY See Note 4	\$ 1,500.0	\$ 7,500.0	
#0-17	Signal pole; TxDOT standard single mast arm style; signal arm up to 32 ft long	\$ 22,500.0	5	INSTALL ONLY See Note 4	\$ 4,500.0	\$ 22,500.0	
#0-18	Signal pole; TxDOT standard single mast arm style; signal arm 36-48 ft long	\$ 15,000.0	3	INSTALL ONLY See Note 4	\$ 5,000.0	\$ 15,000.0	
#0-19	Signal pole; TxDOT standard single mast arm style; signal arm 50-65 ft long	\$ 21,000.0	3	INSTALL ONLY See Note 4	\$ 7,000.0	\$ 21,000.0	
#0-20	Signal pole; TxDOT standard dual mast arm style; signal arms up to 32 ft and 28 ft each	\$ 15,000.0	2	INSTALL ONLY See Note 4	\$ 7,500.0	\$ 15,000.0	
#0-21	Signal pole; TxDOT standard dual mast arm style; signal arms 36-44 ft and up to 28 ft each	\$ 17,000.0	2	INSTALL ONLY See Note 4	\$ 8,500.0	\$ 17,000.0	
#0-22	Signal pole; TxDOT standard dual mast arm style; signal arms 44 ft and 32-36 ft each	\$ 19,000.0	2	INSTALL ONLY See Note 4	\$ 9,500.0	\$ 19,000.0	
#0-23	Luminaire pole; TxDOT standard; single arm and fixture; T-base; 20-50 ft height	\$ 20,000.0	5	INSTALL ONLY See Note 4	\$ 4,000.0	\$ 20,000.0	
#0-24	Luminaire pole; TxDOT standard; dual arms and fixtures; T-base; 20-50 ft height	\$ 22,500.0	5	INSTALL ONLY See Note 4	\$ 4,500.0	\$ 22,500.0	
#0-25	Signal pole foundation; TxDOT Type 24-A Depth 10 ft.	\$ 27,500.0	5	FURNISH AND INSTALL See Note 4	\$ 5,500.0	\$ 27,500.0	
#0-26	Signal pole foundation; TxDOT Type 30-A, Depth 12 ft.	\$ 50,000.0	5	FURNISH AND INSTALL See Note 4	\$ 10,000.0	\$ 50,000.0	
#0-27	Signal pole foundation; TxDOT Type 36-A, Depth 12 ft.	\$ 75,000.0	5	FURNISH AND INSTALL See Note 4	\$ 15,000.0	\$ 75,000.0	
#0-28	Signal pole foundation; TxDOT Type 36-B, Depth 15 ft.	\$ 87,500.0	5	FURNISH AND INSTALL See Note 4	\$ 17,500.0	\$ 87,500.0	
#0-29	Signal pole foundation; TxDOT Type 48-A, Depth 21 ft.	\$ 175,000.0	5	FURNISH AND INSTALL See Note 4	\$ 35,000.0	\$ 175,000.0	
#0-30	Luminaire pole foundation; TxDOT; 30" dia.; 6 ft depth	\$ 45,000.0	10	FURNISH AND INSTALL See Note 4	\$ 4,500.0	\$ 45,000.0	
#0-31	Luminaire arm and fixture on traffic signal pole	\$ 3,250.0	5	INSTALL ONLY See Note 2	\$ 650	\$ 3,250.0	
#0-32	Signal display; 3-section; with bracket	\$ 35,000.0	50	INSTALL ONLY See Note 2	\$ 700	\$ 35,000.0	
#0-33	Signal display; 4-section; with bracket	\$ 18,000.0	20	INSTALL ONLY See Note 2	\$ 900	\$ 18,000.0	
#0-34	Signal display; 5-section; with bracket	\$ 55,000.0	50	INSTALL ONLY See Note 2	\$ 1,100.0	\$ 55,000.0	
#0-35	Signal display; pedestrian; with bracket	\$ 15,000.0	30	INSTALL ONLY See Note 2	\$ 500	\$ 15,000.0	
#0-36	Accessible pedestrian push button station; with bracket; programming and audio messages by City staff	\$ 4,500.0	30	INSTALL ONLY See Note 2	\$ 150	\$ 4,500.0	
#0-37	Video image detection or radar-based vehicle detection system; 2-unit configuration; with brackets, cabling, and cabinet equipment	\$ 32,500.0	5	INSTALL ONLY See Note 2	\$ 6,500.0	\$ 32,500.0	
#0-38	Video image detection or radar-based vehicle detection system; 4-unit configuration; with brackets, cabling, and cabinet equipment	\$ 130,000.0	10	INSTALL ONLY See Note 2	\$ 13,000.0	\$ 130,000.0	
#0-39	Video image detection or radar-based vehicle detection system; 6-unit configuration; with brackets, cabling, and cabinet equipment	\$ 39,000.0	2	INSTALL ONLY See Note 2	\$ 19,500.0	\$ 39,000.0	
#0-40	Opticom GPS emergency vehicle preemption system; with brackets, cabling, and cabinet single radio unit configuration	\$ 12,500.0	5	INSTALL ONLY See Note 2	\$ 2,500.0	\$ 12,500.0	
#0-41	Opticom optical emergency vehicle preemption system; with brackets, cabling, and cabinet equipment; equipment; 2-unit configuration	\$ 25,000.0	5	INSTALL ONLY See Note 2	\$ 5,000.0	\$ 25,000.0	
#0-42	Radio unit and antenna; with brackets and cabling; configuration by City staff	\$ 15,000.0	10	INSTALL ONLY See Note 2	\$ 1,500.0	\$ 15,000.0	
#0-43	Sign on signal pole or arm; typical aluminum traffic sign; with bracket	\$ 75,000.0	50	INSTALL ONLY	\$ 1,500.0	\$ 75,000.0	
#0-44	Sign on signal pole or arm; illuminated or blank-out; with bracket and cabling	\$ 33,000.0	20	INSTALL ONLY See Note 2	\$ 1,650.0	\$ 33,000.0	
#0-45	Traffic signal cable; 16 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	\$ 11,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 11	\$ 11,000.0	
#0-46	Traffic signal cable; 12 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	\$ 10,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 10	\$ 10,000.0	
#0-47	Traffic signal cable; 7 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	\$ 6,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 6	\$ 6,000.0	
#0-48	Traffic signal cable; 5 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	\$ 5,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 5	\$ 5,000.0	
#0-49	IMSA 50-2 cable; 2 conductor with shield; 12 AWG; install in existing conduit, pole, signal arm, or other raceway	\$ 3,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 3	\$ 3,000.0	
#0-50	Power (tray) cable; 12 AWG; XHHW; install in existing conduit, pole, signal arm, or other raceway	\$ 12,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 12	\$ 12,000.0	
#0-51	Electrical conductor; 6 AWG; bare; install in existing conduit, pole, signal arm, or other raceway	\$ 3,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 3	\$ 3,000.0	
#0-52	Electrical conductor; 6 AWG; insulated; install in existing conduit, pole, signal arm, or other raceway	\$ 3,250.0	1000	FURNISH AND INSTALL See Note 6	\$ 3.25	\$ 3,250.0	
#0-53	Coaxial video cable; RG-6Q; install in existing conduit, pole, signal arm, or other raceway	\$ 9,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 9	\$ 9,000.0	
#0-54	Opticom™ Model 138 detector cable, or equivalent; 3 conductor; 20 AWG; shielded; install in existing conduit, pole, signal arm, or other raceway	\$ 4,000.0	500	FURNISH AND INSTALL See Note 6	\$ 8	\$ 4,000.0	
#0-55	Single section flashing beacon on existing school zone flasher assembly; with bracket and cabling	\$ 10,000.0	20	INSTALL ONLY See Note 2	\$ 500	\$ 10,000.0	
#0-56	Remove and salvage school flasher assembly with pole, cabinet, beacons, radios, solar panels, and all related accessories; deliver to City yard	\$ 2,500.0	5	REMOVAL ONLY	\$ 500	\$ 2,500.0	
#0-57	School flasher assembly with pole, cabinet, beacons, radios, solar panels, and all related accessories; radio and timeclock programming by City staff	\$ 17,500.0	5	INSTALL ONLY See Note 2	\$ 3,500.0	\$ 17,500.0	
#0-58	Concrete sidewalk; 4" thickness per City of Midland standards	\$ 220,000.0	500	FURNISH AND INSTALL	\$ 440	\$ 220,000.0	
#0-59	Accessible curb ramp with truncated domes; per TxDOT standards; ramp type to be determined by City based on site conditions	\$ 132,000.0	20	FURNISH AND INSTALL	\$ 6,600.0	\$ 132,000.0	
#0-60	Electrician, signal technician, or foreman (regular work hours)	\$ 40,000.0	200	SEE NOTE 5	\$ 200	\$ 40,000.0	
#0-61	Electrician, signal technician, or foreman (night/weekend/holiday hours)	\$ 20,000.0	50	SEE NOTE 5	\$ 400	\$ 20,000.0	
#0-62	Laborer (regular work hours)	\$ 30,000.0	200	SEE NOTE 5	\$ 150	\$ 30,000.0	
#0-63	Laborer (night/weekend/holiday hours)	\$ 15,000.0	50	SEE NOTE 5	\$ 300	\$ 15,000.0	
#0-64	Bucket Truck	\$ 80,000.0	200	SEE NOTE 5	\$ 400	\$ 80,000.0	
#0-65	Crane / Line Truck	\$ 40,000.0	50	SEE NOTE 5	\$ 800	\$ 40,000.0	
#0-66	Material Mark-up 10%	\$ 0	0	SEE NOTE 5	No Bid	No Bid	

Bidding Summary
Bid requests were issued: 23
NO BIDS were received: 0
Bidders did not respond: 22



THE CITY OF MIDLAND

CONTRACT

24003780

THIS CONTRACT, effective the 15th day of May 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Willis Electric Company, LP, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Not to Exceed: \$ 500,000.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for the T24-03 on-call traffic signal project. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B..... Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more
EXHIBIT D..... Wage Scale

3. **Term:** The initial term of the contract shall be from the date of award until May 14, 2025. If the City and Contractor agree in writing, the company may be renewed for up to two additional one-year terms. Each annual renewal will be in an amount not to exceed the amount shown in Section 1 above. The exact value of tasks assigned under the annual contract renewals, if any, shall be determined by the City based on available funds, as authorized by the City Council. In order to renew this contract, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this contract.

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

5. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in

accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

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

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

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

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

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

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

with federal, state or municipal laws or regulations.

9. **INDEMNITY:** COMPANY 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, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, 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 COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9.1. COMPANY 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, 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 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 COMPANY OR COMPANY'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 COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF

May 14, 2024

SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS 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 COMPANY 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 CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

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

13. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of
PACKET 12.11 May 14, 2024

any payment to such extent as may be necessary to protect itself from loss on account of:

- 13.1. Defective work not remedied; or

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

- 13.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

- 13.4. Damages to another contractor or subcontractor.

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

14. **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 CITY of any kind whatsoever.

15. **Wage Scale:** COMPANY 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.

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

16. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the “Prompt Pay Act”) does not waive governmental immunity.

17. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding \$25,000 and contracts exceeding \$50,000, CITY shall

ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

18. **No Third-Party Beneficiary:** 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.

19. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY 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, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL

PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

20. **Governmental Immunity:** By executing this contract 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.

21. **Insurance:**

COMPANY 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

Workers' 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 a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY 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 CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice

by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY 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, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

22. **Assignment:** COMPANY 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 CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

24. **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. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or action

arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

26. **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, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) 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 COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification 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 COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information

regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

27. **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.

28. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY 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.

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

30. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

34. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Willis Electric Company, 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____.



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

BID NO: 24003780

CLOSING DATE:

April 10, 2024,

CLOSING TIME:

2:00 PM

BIDS WILL BE RECEIVED UNTIL **2: 00 PM** on **04/10/2024** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various Locations, Midland, Texas**

DESCRIPTION	
Labor, material, equipment, and supervision necessary for the T24-03 On-Call Traffic Signal Contract in accordance with the attached specifications and contract.	
TOTAL	
NOTICE TO BIDDERS: - FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM. - 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 REQUIREMENTS OF CONTRACT, 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. - BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA. PUBLIC INFORMATION: To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.	
FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV	
NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID. THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.	
COMPANY NAME: <u>Willis Electric Co LP</u> ADDRESS: <u>4242 Sayles Blvd</u> CITY: <u>Abilene</u> STATE: <u>TX</u> ZIP: <u>79605</u> PHONE NO: <u>325-698-3444</u> EMAIL: <u>weston@willislp.com</u> DELIVERY CAN BE MADE: <u>Per Contract Terms</u> AUTHORIZED SIGNATURE: <u>Tom Allen General Partner</u>	

SPECIAL PROVISIONS

1. SCOPE OF WORK:

Included in this Project will be the construction, reconstruction, and/or modification of traffic signals, school flashers, and other electrically-operated traffic control devices at various locations throughout the City of Midland. The exact scope of work will be determined based on the City's needs throughout the contract period. Therefore, there are no plans or specifications included with this bid request.

Bids will be received on a unit price basis and the contract will be awarded for the total bid amount for all items. Bidders are advised that quantities of individual items may be adjusted as needed to meet the needs of the City, subject to all applicable procurement rules and regulations.

The project will be awarded for an initial **amount not to exceed \$500,000.00** to be determined by the actual quantities of bid items used.

The City reserves the right to abandon, without obligation to the Contractor, any task, or the entire project, at any time before the Contractor begins work authorized by the City. No minimum amount of work is guaranteed.

The initial term of the contract shall be for a period of one year from the date of award. If the City and Contractor agree in writing, the contract may be renewed for up to two (2) additional one-year terms.

The Traffic Operations Division will assign individual tasks for work to be performed under this contract and will coordinate with the Contractor to determine an acceptable schedule for completion of proposed tasks. The City's intent is to group tasks so that a sufficient quantity of work is assigned at one time to allow for cost-effective mobilization of the crew and equipment.

With the assignment of each work task, the City shall provide maps, plans, details, lists, schematics, and/or other documents as necessary for the Contractor to fully understand the proposed scope of the task.

All equipment, materials, installation, and testing for all items shall be per the Texas Department of Transportation publication *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* (June 2004) unless otherwise noted or approved by the City or modified by these Special Provisions.

2. PAYMENT:

Payment will be made only for material installed and complete in place, and not for material delivery or materials on hand.

3. TRAFFIC CONTROL:

All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City.

4. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner.

MIDLAND - T24-03 - ON CALL TRAFFIC SIGNAL PROJECT



Willis Electric Co. LP

4242 Sayles Blvd
Abilene, TX 79605

Contact: Weston Willis

Phone: (325)-698-3444

Email WESTON@WILLISLP.COM or TOMMY@WILLISLP.COM

CITY	MIDLAND
PROJECT #	T24-03
BID DATE	04/10/2024
ADDENDUM	ACKNOWLEDGE #1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Remove traffic signal pole without arm, pedestal o	5.00	EA	2,500.00	12,500.00
20	Remove traffic signal mast arm pole	5.00	EA	3,000.00	15,000.00
30	Remove traffic signal controller cabinet	5.00	EA	1,000.00	5,000.00
40	Remove foundation; to 18"	5.00	EA	1,000.00	5,000.00
50	Remove pole foundation; full depth up to 10 ft	2.00	EA	5,000.00	10,000.00
60	Traffic signal controller cabinet; ground mounted	2.00	EA	4,000.00	8,000.00
70	Traffic signal controller cabinet; pole mounted	5.00	EA	6,000.00	30,000.00
80	Traffic signal controller cabinet pad TS-CF-04	5.00	EA	6,000.00	30,000.00
90	BBU system; pole or cabinet mounted	5.00	EA	4,000.00	20,000.00
100	Conduit; (1) 4" PVC; trenching	1,000.00	LF	110.00	110,000.00
110	Conduit; (2) 4" PVC; trenching; in common trench	1,000.00	LF	55.00	55,000.00
120	Conduit; (1) 4" PVC; boring	500.00	LF	200.00	100,000.00
130	Conduit; (2) 4" PVC; boring; in common bore	500.00	LF	100.00	50,000.00
140	Ground box with apron; TxDOT Type D	10.00	EA	4,500.00	45,000.00
150	Ground box with apron; TxDOT Type E	10.00	EA	3,500.00	35,000.00
160	Signal PED POLE with T-base	5.00	EA	1,500.00	7,500.00
170	Signal pole; SMA up to 32 ft	5.00	EA	4,500.00	22,500.00
180	Signal pole; SMA up to 36 ft to 48 ft	3.00	EA	5,000.00	15,000.00
190	Signal pole; SMA up to 50 ft to 65 ft	3.00	EA	7,000.00	21,000.00
200	Signal pole; DMA up to 32 ft and 28 ft	2.00	EA	7,500.00	15,000.00
210	Signal pole; DMA up to 36 ft to 44 ft and 28 ft	2.00	EA	8,500.00	17,000.00
220	Signal pole; DMA up to 44 ft and 32 ft to 36 ft	2.00	EA	9,500.00	19,000.00
230	Luminaire pole; single arm and fixture; T-base; 20	5.00	EA	4,000.00	20,000.00
240	Luminaire pole; dual arms and fixture; T-base; 20-	5.00	EA	4,500.00	22,500.00
250	TRF SIG foundation; 24-A Depth 10 ft	5.00	EA	5,500.00	27,500.00
260	TRF SIG foundation; 30-A Depth 12 ft	5.00	EA	10,000.00	50,000.00
270	TRF SIG foundation; 36-A Depth 12 ft	5.00	EA	15,000.00	75,000.00
280	TRF SIG foundation; 36-B Depth 15 ft	5.00	EA	17,500.00	87,500.00
290	TRF SIG foundation; 48-A Depth 21 ft	5.00	EA	35,000.00	175,000.00
300	ILLUM foundation 30" Depth 6 ft	10.00	EA	4,500.00	45,000.00
310	Luminaire arm and fixture on traffic signal pole	5.00	EA	650.00	3,250.00

PACKET

12.23

May 14, 2024

Page 1 of 2

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
320	Signal display; 3-section; with bracket	50.00	EA	700.00	35,000.00
330	Signal display; 4-section; with bracket	20.00	EA	900.00	18,000.00
340	Signal display; 5-section; with bracket	50.00	EA	1,100.00	55,000.00
350	Signal display; pedestrian; with bracket	30.00	EA	500.00	15,000.00
360	APS Pushbutton; with bracket	30.00	EA	150.00	4,500.00
370	VIVRDS; 2-unit configuration; cabling, and equipme	5.00	EA	6,500.00	32,500.00
380	VIVRDS; 4-unit configuration; cabling, and equipme	10.00	EA	13,000.00	130,000.00
390	VIVRDS; 6-unit configuration; cabling, and equipme	2.00	EA	19,500.00	39,000.00
400	Opticom system; cabling, and cabinet single radio	5.00	EA	2,500.00	12,500.00
410	Opticom system; cabling, and cabinet dual radio un	5.00	EA	5,000.00	25,000.00
420	Radio unit and antenna; and cabling	10.00	EA	1,500.00	15,000.00
430	Sign on signal pole; typical aluminum traffic sign	50.00	EA	1,500.00	75,000.00
440	Sign on signal pole; illuminated or blank-out; wit	20.00	EA	1,650.00	33,000.00
450	TRF SIG cable; 16 cond 14 AWG; in conduit, pole, s	1,000.00	LF	11.00	11,000.00
460	TRF SIG cable; 12 cond 14 AWG; in conduit, pole, s	1,000.00	LF	10.00	10,000.00
470	TRF SIG cable; 7 cond 14 AWG; in conduit, pole, si	1,000.00	LF	6.00	6,000.00
480	TRF SIG cable; 5 cond 14 AWG; in conduit, pole, si	1,000.00	LF	5.00	5,000.00
490	IMSA 50-2 cable; 2 cond 12 AWG shield; in conduit,	1,000.00	LF	3.00	3,000.00
500	TRAY cable; 4 cond 12 AWG; XHHW; in conduit, pole,	1,000.00	LF	12.00	12,000.00
510	6 AWG; bare; in conduit, pole, signal arm	1,000.00	LF	3.00	3,000.00
520	6 AWG; insulated; in conduit, pole, signal arm	1,000.00	LF	3.25	3,250.00
530	Coaxial cable; RG-6Q; in conduit, pole, signal arm	1,000.00	LF	9.00	9,000.00
540	Opticom Model 138 cable; 3 cond 20 AWG; in conduit	500.00	LF	8.00	4,000.00
550	Single section flashing beacon on existing; with b	20.00	EA	500.00	10,000.00
560	Remove SPRSFBA	5.00	EA	500.00	2,500.00
570	Install SPRSFBA	5.00	EA	3,500.00	17,500.00
580	Concrete sidewalk; 4"	500.00	LF	440.00	220,000.00
590	Accessible curb ramp with truncated domes	20.00	EA	6,600.00	132,000.00
600	Signal technician, or foreman (regular work hours)	200.00	HR	200.00	40,000.00
610	Signal technician, or foreman (night/weekend/holid	50.00	HR	400.00	20,000.00
620	Laborer (regular work hours)	200.00	HR	150.00	30,000.00
630	Laborer (night/weekend/holiday hours)	50.00	HR	300.00	15,000.00
640	Bucket Truck	200.00	HR	400.00	80,000.00
650	Crane / Line Truck	50.00	HR	800.00	40,000.00
660	Material Mark-up 10%		EA		

GRAND TOTAL

\$2,316,000.00

NOTES:

Signed: _____

BID BOND

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

SURETY NO. 04102024

KNOW ALL MEN BY THESE PRESENTS, THAT Willis Electric Co., LP

(hereinafter called the Principal), as Principal, and Travelers Casualty and Surety Company of America

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

(\$ 5%), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to T24-03 On-Call Traffic Signal Contract Bid No: 24003780

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this 10th day of April, 2024.

Willis Electric Co., LP

Principal

By _____

Address PO BOX 7109
Abilene, TX 79605

Travelers Casualty and Surety Company of America

Surety

By Teresa Ayala
Teresa Ayala Atty-in-Fact

Address 9601 McAllister Freeway suite 700
San Antonio, TX 78216

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Teresa Ayala** of **FT WORTH, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

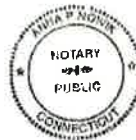
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10** day of **April**, 2024.



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PACKET

12.26

May 14, 2024

CITY OF MIDLAND

ADDENDUM

BID # 24003780

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: April 4, 2024

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Q1. There are no bid items for traffic control bidders to supply traffic control or for the city?

A1. City will provide Traffic Control.

Q2. There is no items for Mobilization or Traffic Control.

A2. City will provide the Traffic Control.

Q3. Is this an annual project?

A3. The City's intent is to group tasks so that a sufficient quantity of work is assigned at one time to allow for cost-effective mobilization of the crew and equipment. Incorporate mobilization expense into the items.

Q4. How many days if not?

A4. Please refer to question 3.

Q5. What are the depths of the foundations for items 25 thru 29?

A5. For Item 25-29, depths are added please see revised bid item list.

Q6. What should be put in item 66 for markup, a dollar amount or a percentage amount?

A6. Item 66, If contractor furnish any material, they could charge 10 % markup. Bid item list has been revised. Bidders doesn't need to enter anything.

Q7. I assume there are no plans for locations, if so, please send them.

A7. Currently, there is no project or plans.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Willis Electr Co. L.P.

Company Name

Willis

Bidder Authorized Signature

4-8-2024

Date

Weston Willis

Please Print Above Name

325-698-3444

Phone

Primary Responses

Success: All data is valid!

						Numeric	
Status	Bid/No Bid Decision	#	T24-03 On-Call Traffic Signal Project	Quantity Required	Notes	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	Remove and salvage traffic signal pole without arm, pedestal or luminaire pole; deliver to City yard	5	REMOVAL ONLY	\$ 2,500.00	\$ 12,500.00
Success: All values provided	Bid	#0-2	Remove and salvage traffic signal mast arm pole; deliver to City yard	5	REMOVAL ONLY	\$ 3,000.00	\$ 15,000.00
Success: All values provided	Bid	#0-3	Remove and salvage traffic signal controller cabinet with equipment and accessories; deliver to City yard	5	REMOVAL ONLY	\$ 1,000.00	\$ 5,000.00
Success: All values provided	Bid	#0-4	Remove and dispose of pole foundation; to 18"	5	REMOVAL ONLY	\$ 1,000.00	\$ 5,000.00
Success: All values provided	Bid	#0-5	Remove and dispose of pole foundation; full depth up to 10 ft; backfill and compact	2	REMOVAL ONLY	\$ 5,000.00	\$ 10,000.00
Success: All values provided	Bid	#0-6	Traffic signal controller cabinet; ground mounted with riser pedestal; NEMA TS2 Type 2; controller and MMU programming by City staff	2	INSTALL ONLY See Note 2	\$ 4,000.00	\$ 8,000.00
Success: All values provided	Bid	#0-7	Traffic signal controller cabinet; pole mounted; NEMA TS2 Type 2; controller and MMU programming by City staff	5	INSTALL ONLY See Note 2	\$ 6,000.00	\$ 30,000.00
Success: All values provided	Bid	#0-8	Traffic signal controller cabinet foundation and pad per TxDOT Standard Drawing TS-CF-04	5	FURNISH AND INSTALL See Note 3	\$ 6,000.00	\$ 30,000.00
Success: All values provided	Bid	#0-9	Uninterruptible power supply/battery backup system; pole or cabinet mounted	5	INSTALL ONLY See Note 2	\$ 4,000.00	\$ 20,000.00
Success: All values provided	Bid	#0-10	Conduit; (1) 4" PVC; by trenching	1000	FURNISH AND INSTALL See Note 3	\$ 110.00	\$ 110,000.00
Success: All values provided	Bid	#0-11	Conduit; (2) 4" PVC; by trenching; in common trench	1000	FURNISH AND INSTALL See Note 3	\$ 55.00	\$ 55,000.00
Success: All values provided	Bid	#0-12	Conduit; (1) 4" PVC; by boring or directional drilling	500	FURNISH AND INSTALL See Note 3	\$ 200.00	\$ 100,000.00
Success: All values provided	Bid	#0-13	Conduit; (2) 4" PVC; by boring or directional drilling; adjacent runs using common end points	500	FURNISH AND INSTALL See Note 3	\$ 100.00	\$ 50,000.00
Success: All values provided	Bid	#0-14	Ground box with apron; TxDOT Type D (15.25" W x 28.25" L x 20" D inside)	10	FURNISH AND INSTALL See Note 3	\$ 4,500.00	\$ 45,000.00
Success: All values provided	Bid	#0-15	Ground box with apron; TxDOT Type E (11.5" W x 21" L x 16" D inside)	10	FURNISH AND INSTALL See Note 3	\$ 3,500.00	\$ 35,000.00
Success: All values provided	Bid	#0-16	Signal post; aluminum; with or without T-base; 8-20 ft height	5	INSTALL ONLY See Note 4	\$ 1,500.00	\$ 7,500.00
Success: All values provided	Bid	#0-17	Signal pole; TxDOT standard single mast arm style; signal arm up to 32 ft long	5	INSTALL ONLY See Note 4	\$ 4,500.00	\$ 22,500.00
Success: All values provided	Bid	#0-18	Signal pole; TxDOT standard single mast arm style; signal arm 36-48 ft long	3	INSTALL ONLY See Note 4	\$ 5,000.00	\$ 15,000.00

Success: All values provided	Bid	#0-19	Signal pole; TxDOT standard single mast arm style; signal arm 50-65 ft long	3	INSTALL ONLY See Note 4	\$ 7,000.00	\$ 21,000.00
Success: All values provided	Bid	#0-20	Signal pole; TxDOT standard dual mast arm style; signal arms up to 32 ft and 28 ft each	2	INSTALL ONLY See Note 4	\$ 7,500.00	\$ 15,000.00
Success: All values provided	Bid	#0-21	Signal pole; TxDOT standard dual mast arm style; signal arms 36-44 ft and up to 28 ft each	2	INSTALL ONLY See Note 4	\$ 8,500.00	\$ 17,000.00
Success: All values provided	Bid	#0-22	Signal pole; TxDOT standard dual mast arm style; signal arms 44 ft and 32-36 ft each	2	INSTALL ONLY See Note 4	\$ 9,500.00	\$ 19,000.00
Success: All values provided	Bid	#0-23	Luminaire pole; TxDOT standard; single arm and fixture; T-base; 20-50 ft height	5	INSTALL ONLY See Note 4	\$ 4,000.00	\$ 20,000.00
Success: All values provided	Bid	#0-24	Luminaire pole; TxDOT standard; dual arms and fixtures; T-base; 20-50 ft height	5	INSTALL ONLY See Note 4	\$ 4,500.00	\$ 22,500.00
Success: All values provided	Bid	#0-25	Signal pole foundation; TxDOT Type 24-A Depth 10 ft.	5	FURNISH AND INSTALL See Note 4	\$ 5,500.00	\$ 27,500.00
Success: All values provided	Bid	#0-26	Signal pole foundation; TxDOT Type 30-A, Depth 12 ft.	5	FURNISH AND INSTALL See Note 4	\$ 10,000.00	\$ 50,000.00
Success: All values provided	Bid	#0-27	Signal pole foundation; TxDOT Type 36-A, Depth 12 ft.	5	FURNISH AND INSTALL See Note 4	\$ 15,000.00	\$ 75,000.00
Success: All values provided	Bid	#0-28	Signal pole foundation; TxDOT Type 36-B, Depth 15 ft.	5	FURNISH AND INSTALL See Note 4	\$ 17,500.00	\$ 87,500.00
Success: All values provided	Bid	#0-29	Signal pole foundation; TxDOT Type 48-A, Depth 21 ft.	5	FURNISH AND INSTALL See Note 4	\$ 35,000.00	\$ 175,000.00
Success: All values provided	Bid	#0-30	Luminaire pole foundation; TxDOT; 30" dia.; 6 ft depth	10	FURNISH AND INSTALL See Note 4	\$ 4,500.00	\$ 45,000.00
Success: All values provided	Bid	#0-31	Luminaire arm and fixture on traffic signal pole	5	INSTALL ONLY See Note 2	\$ 650.00	\$ 3,250.00
Success: All values provided	Bid	#0-32	Signal display; 3-section; with bracket	50	INSTALL ONLY See Note 2	\$ 700.00	\$ 35,000.00
Success: All values provided	Bid	#0-33	Signal display; 4-section; with bracket	20	INSTALL ONLY See Note 2	\$ 900.00	\$ 18,000.00
Success: All values provided	Bid	#0-34	Signal display; 5-section; with bracket	50	INSTALL ONLY See Note 2	\$ 1,100.00	\$ 55,000.00
Success: All values provided	Bid	#0-35	Signal display; pedestrian; with bracket	30	INSTALL ONLY See Note 2	\$ 500.00	\$ 15,000.00
Success: All values provided	Bid	#0-36	Accessible pedestrian push button station; with bracket; programming and audio messages by City staff	30	INSTALL ONLY See Note 2	\$ 150.00	\$ 4,500.00
Success: All values provided	Bid	#0-37	Video image detection or radar-based vehicle detection system; 2-unit configuration; with brackets, cabling, and cabinet equipment	5	INSTALL ONLY See Note 2	\$ 6,500.00	\$ 32,500.00
Success: All values provided	Bid	#0-38	Video image detection or radar-based vehicle detection system; 4-unit configuration; with brackets, cabling, and cabinet equipment	10	INSTALL ONLY See Note 2	\$ 13,000.00	\$ 130,000.00
Success: All values provided	Bid	#0-39	Video image detection or radar-based vehicle detection system; 6-unit configuration; with brackets, cabling, and cabinet equipment	2	INSTALL ONLY See Note 2	\$ 19,500.00	\$ 39,000.00

Success: All values provided	Bid	#0-40	Opticom GPS emergency vehicle preemption system; with brackets, cabling, and cabinet single radio unit configuration	5	INSTALL ONLY See Note 2	\$ 2,500.00	\$ 12,500.00
Success: All values provided	Bid	#0-41	Opticom optical emergency vehicle preemption system; with brackets, cabling, and cabinet equipment; equipment; 2-unit configuration	5	INSTALL ONLY See Note 2	\$ 5,000.00	\$ 25,000.00
Success: All values provided	Bid	#0-42	Radio unit and antenna; with brackets and cabling; configuration by City staff	10	INSTALL ONLY See Note 2	\$ 1,500.00	\$ 15,000.00
Success: All values provided	Bid	#0-43	Sign on signal pole or arm; typical aluminum traffic sign; with bracket	50	INSTALL ONLY	\$ 1,500.00	\$ 75,000.00
Success: All values provided	Bid	#0-44	Sign on signal pole or arm; illuminated or blank-out; with bracket and cabling	20	INSTALL ONLY See Note 2	\$ 1,650.00	\$ 33,000.00
Success: All values provided	Bid	#0-45	Traffic signal cable; 16 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	1000	FURNISH AND INSTALL See Note 6	\$ 11.00	\$ 11,000.00
Success: All values provided	Bid	#0-46	Traffic signal cable; 12 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	1000	FURNISH AND INSTALL See Note 6	\$ 10.00	\$ 10,000.00
Success: All values provided	Bid	#0-47	Traffic signal cable; 7 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	1000	FURNISH AND INSTALL See Note 6	\$ 6.00	\$ 6,000.00
Success: All values provided	Bid	#0-48	Traffic signal cable; 5 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	1000	FURNISH AND INSTALL See Note 6	\$ 5.00	\$ 5,000.00
Success: All values provided	Bid	#0-49	IMSA 50-2 cable; 2 conductor with shield; 12 AWG; install in existing conduit, pole, signal arm, or other raceway	1000	FURNISH AND INSTALL See Note 6	\$ 3.00	\$ 3,000.00
Success: All values provided	Bid	#0-50	Power (tray) cable; 12 AWG; XHHW; install in existing conduit, pole, signal arm, or other raceway	1000	FURNISH AND INSTALL See Note 6	\$ 12.00	\$ 12,000.00
Success: All values provided	Bid	#0-51	Electrical conductor; 6 AWG; bare; install in existing conduit, pole, signal arm, or other raceway	1000	FURNISH AND INSTALL See Note 6	\$ 3.00	\$ 3,000.00
Success: All values provided	Bid	#0-52	Electrical conductor; 6 AWG; insulated; install in existing conduit, pole, signal arm, or other raceway	1000	FURNISH AND INSTALL See Note 6	\$ 3.25	\$ 3,250.00
Success: All values provided	Bid	#0-53	Coaxial video cable; RG-6Q; install in existing conduit, pole, signal arm, or other raceway	1000	FURNISH AND INSTALL See Note 6	\$ 9.00	\$ 9,000.00
Success: All values provided	Bid	#0-54	Opticom™ Model 138 detector cable, or equivalent; 3 conductor; 20 AWG; shielded; install in existing conduit, pole, signal arm, or other raceway	500	FURNISH AND INSTALL See Note 6	\$ 8.00	\$ 4,000.00
Success: All values provided	Bid	#0-55	Single section flashing beacon on existing school zone flasher assembly; with bracket and cabling	20	INSTALL ONLY See Note 2	\$ 500.00	\$ 10,000.00
Success: All values provided	Bid	#0-56	Remove and salvage school flasher assembly with pole, cabinet, beacons, radios, solar panels, and all related accessories; deliver to City yard	5	REMOVAL ONLY	\$ 500.00	\$ 2,500.00

Success: All values provided	Bid	#0-57	School flasher assembly with pole, cabinet, beacons, radios, solar panels, and all related accessories; radio and timeclock programming by City staff	5	INSTALL ONLY See Note 2	\$ 3,500.00	\$ 17,500.00
Success: All values provided	Bid	#0-58	Concrete sidewalk; 4" thickness per City of Midland standards	500	FURNISH AND INSTALL	\$ 440.00	\$ 220,000.00
Success: All values provided	Bid	#0-59	Accessible curb ramp with truncated domes; per TxDOT standards; ramp type to be determined by City based on site conditions	20	FURNISH AND INSTALL	\$ 6,600.00	\$ 132,000.00
Success: All values provided	Bid	#0-60	Electrician, signal technician, or foreman (regular work hours)	200	SEE NOTE 5	\$ 200.00	\$ 40,000.00
Success: All values provided	Bid	#0-61	Electrician, signal technician, or foreman (night/weekend/holiday hours)	50	SEE NOTE 5	\$ 400.00	\$ 20,000.00
Success: All values provided	Bid	#0-62	Laborer (regular work hours)	200	SEE NOTE 5	\$ 150.00	\$ 30,000.00
Success: All values provided	Bid	#0-63	Laborer (night/weekend/holiday hours)	50	SEE NOTE 5	\$ 300.00	\$ 15,000.00
Success: All values provided	Bid	#0-64	Bucket Truck	200	SEE NOTE 5	\$ 400.00	\$ 80,000.00
Success: All values provided	Bid	#0-65	Crane / Line Truck	50	SEE NOTE 5	\$ 800.00	\$ 40,000.00
Not Bidding	No Bid	#0-66	Material Mark-up 10%	0	SEE NOTE 5		-
Basket Total							\$ 2,316,000.00
Grand Total							\$ 2,316,000.00

PROPOSAL

PROJECT NAME: On-Call Traffic Signal Contract
PROJECT NUMBER: T24-03

Item	Quantity	Description	Notes	Unit
1	5	Remove and salvage traffic signal pole without arm, pedestal or luminaire pole; deliver to City yard	REMOVAL ONLY	EA
2	5	Remove and salvage traffic signal mast arm pole; deliver to City yard	REMOVAL ONLY	EA
3	5	Remove and salvage traffic signal controller cabinet with equipment and accessories; deliver to City yard	REMOVAL ONLY	EA
4	5	Remove and dispose of pole foundation; to 18"	REMOVAL ONLY	EA
5	2	Remove and dispose of pole foundation; full depth up to 10 ft; backfill and compact	REMOVAL ONLY	EA
6	5	Traffic signal controller cabinet; ground mounted with riser pedestal; NEMA TS2 Type 2; controller and MMU programming by City staff	INSTALL ONLY See Note 2	EA
7	2	Traffic signal controller cabinet; pole mounted; NEMA TS2 Type 2; controller and MMU programming by City staff	INSTALL ONLY See Note 2	EA
8	5	Traffic signal controller cabinet foundation and pad per TxDOT Standard Drawing TS-CF-04	FURNISH AND INSTALL	EA

PACKET

12.33

May 14, 2024

Item	Quantity	Description	Notes	Unit
9	5	Uninterruptible power supply/battery backup system; pole or cabinet mounted	INSTALL ONLY See Note	EA
10	1,000	Conduit; (1) 4" PVC; by trenching	FURNISH AND INSTALL See Note 3	LF
11	1,000	Conduit; (2) 4" PVC; by trenching; in common trench	FURNISH AND INSTALL See Note 3	LF
12	500	Conduit; (1) 4" PVC; by boring or directional drilling	FURNISH AND INSTALL See Note 3	LF
13	500	Conduit; (2) 4" PVC; by boring or directional drilling; adjacent runs using common end points	FURNISH AND INSTALL See Note 3	LF
14	10	Ground box with apron; TxDOT Type D (15.25" W x 28.25" L x 20" D inside)	FURNISH AND INSTALL See Note 3	EA

Item	Quantity	Description	Notes	Unit
15	10	Ground box with apron; TxDOT Type E (11.5" W x 21" L x 16" D inside)	FURNISH AND INSTALL See Note 3	EA
16	5	Signal post; aluminum; with or without T-base; 8-20 ft height	INSTALL ONLY See Note 4	EA
17	5	Signal pole; TxDOT standard single mast arm style; signal arm up to 32 ft long	INSTALL ONLY See Note 4	EA
18	3	Signal pole; TxDOT standard single mast arm style; signal arm 36-48 ft long	INSTALL ONLY See Note 4	EA
19	3	Signal pole; TxDOT standard single mast arm style; signal arm 50-65 ft long	INSTALL ONLY See Note 4	EA
20	2	Signal pole; TxDOT standard dual mast arm style; signal arms up to 32 ft and 28 ft each	INSTALL ONLY See Note 4	EA
21	2	Signal pole; TxDOT standard dual mast arm style; signal arms 36-44 ft and up to 28 ft each	INSTALL ONLY See Note 4	EA
22	2	Signal pole; TxDOT standard dual mast arm style; signal arms 44 ft and 32-36 ft each	INSTALL ONLY See Note 4	EA

Item	Quantity	Description	Notes	Unit
23	5	Luminaire pole; TxDOT standard; single arm and fixture; T-base; 20-50 ft height	INSTALL ONLY See Note 4	EA
24	5	Luminaire pole; TxDOT standard; dual arms and fixtures; T-base; 20-50 ft height	INSTALL ONLY See Note 4	EA
25	5	Signal pole foundation; TxDOT Type 24-A	FURNISH AND INSTALL See Note 4	EA
26	5	Signal pole foundation; TxDOT Type 30-A	FURNISH AND INSTALL See Note 4	EA
27	5	Signal pole foundation; TxDOT Type 36-A	FURNISH AND INSTALL See Note 4	EA
28	5	Signal pole foundation; TxDOT Type 36-B	FURNISH AND INSTALL See Note 4	EA
29	5	Signal pole foundation; TxDOT Type 48-A	FURNISH AND INSTALL See Note 4	EA
30	10	Luminaire pole foundation; TxDOT; 30" dia.; 6 ft depth	FURNISH AND INSTALL See Note 4	EA

Item	Quantity	Description	Notes	Unit
31	5	Luminaire arm and fixture on traffic signal pole	INSTALL ONLY See Note 2	EA
32	50	Signal display; 3-section; with bracket	INSTALL ONLY See Note 2	EA
33	20	Signal display; 4-section; with bracket	INSTALL ONLY See Note 2	EA
34	50	Signal display; 5-section; with bracket	INSTALL ONLY See Note 2	EA
35	30	Signal display; pedestrian; with bracket	INSTALL ONLY See Note 2	EA
36	30	Accessible pedestrian push button station; with bracket; programming and audio messages by City staff	INSTALL ONLY See Note 2	EA
37	5	Video image detection or radar-based vehicle detection system; 2-unit configuration; with brackets, cabling, and cabinet equipment	INSTALL ONLY See Note 2	EA
38	10	Video image detection or radar-based vehicle detection system; 4-unit configuration; with brackets, cabling, and cabinet equipment	INSTALL ONLY See Note 2	EA

Item	Quantity	Description	Notes	Unit
39	2	Video image detection or radar-based vehicle detection system; 6-unit configuration; with brackets, cabling, and cabinet equipment	INSTALL ONLY See Note 2	EA
40	5	Opticom GPS emergency vehicle preemption system; with brackets, cabling, and cabinet equipment; single radio unit configuration	INSTALL ONLY See Note 2	EA
41	5	Opticom optical emergency vehicle preemption system; with brackets, cabling, and cabinet equipment; 2-unit configuration	INSTALL ONLY See Note 2	EA
42	10	Radio unit and antenna; with brackets and cabling; configuration by City staff	INSTALL ONLY See Note 2	EA
43	50	Sign on signal pole or arm; typical aluminum traffic sign; with bracket	INSTALL ONLY	EA
44	20	Sign on signal pole or arm; illuminated or blank-out; with bracket and cabling	INSTALL ONLY See Note 2	EA
45	1,000	Traffic signal cable; 16 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	FURNISH AND INSTALL See Note 6	LF
46	1,000	Traffic signal cable; 12 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	FURNISH AND INSTALL See Note 6	LF

Item	Quantity	Description	Notes	Unit
47	1,000	Traffic signal cable; 7 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	FURNISH AND INSTALL See Note 6	LF
48	1,000	Traffic signal cable; 5 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	FURNISH AND INSTALL See Note 6	LF
49	1,000	IMSA 50-2 cable; 2 conductor with shield; 12 AWG; install in existing conduit, pole, signal arm, or other raceway	FURNISH AND INSTALL See Note 6	LF
50	1,000	Power (tray) cable; 12 AWG; XHHW; install in existing conduit, pole, signal arm, or other raceway	FURNISH AND INSTALL See Note 6	LF
51	1,000	Electrical conductor; 6 AWG; bare; install in existing conduit, pole, signal arm, or other raceway	FURNISH AND INSTALL See Note 6	LF
52	1,000	Electrical conductor; 6 AWG; insulated; install in existing conduit, pole, signal arm, or other raceway -	FURNISH AND INSTALL See Note 6	LF
53	1,000	Coaxial video cable; RG-6Q; install in existing conduit, pole, signal arm, or other raceway	FURNISH AND INSTALL See Note 6	LF

Item	Quantity	Description	Notes	Unit
54	500	Opticom™ Model 138 detector cable, or equivalent; 3 conductor; 20 AWG; shielded; install in existing conduit, pole, signal arm, or other raceway	FURNISH AND INSTALL See Note 6	LF
55	20	Single section flashing beacon on existing school zone flasher assembly; with bracket and cabling	INSTALL ONLY See Note 2	EA
56	5	Remove and salvage school flasher assembly with pole, cabinet, beacons, radios, solar panels, and all related accessories; deliver to City yard	REMOVAL ONLY	EA
57	5	School flasher assembly with pole, cabinet, beacons, radios, solar panels, and all related accessories; radio and timeclock programming by City staff	INSTALL ONLY See Note 2	EA
58	500	Concrete sidewalk; 4" thickness per City of Midland standards	FURNISH AND INSTALL	SF
59	20	Accessible curb ramp with truncated domes; per TxDOT standards; ramp type to be determined by City based on site conditions	FURNISH AND INSTALL	EA
60	200	Electrician, signal technician, or foreman (regular work hours)	See Note 5	HR

Item	Quantity	Description	Notes	Unit
61	50	Electrician, signal technician, or foreman (night/weekend/holiday hours)	See Note 5	HR
62	200	Laborer (regular work hours) -	See Note 5	HR
63	50	Laborer (night/weekend/holiday hours)	See Note 5	HR
64	200	Bucket Truck -	See Note 5	HR
65	50	Crane / Line Truck .	See Note 5	HR
66	N/A	Material Mark-up -	See Note 5	%

NOTICE -- Estimated quantities are for proposal comparison purposes only. Actual quantities shall be determined as described in the Scope of Work.						
Item	Quantity	Description	Notes	Unit	Unit Price	Total Amount

PAY ITEM NOTES:

1. All equipment, materials, installation, and testing for all items shall be per the Texas Department of Transportation publication *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* (June 2004) unless otherwise noted or approved by the City.
2. Complete assembly, mounting, wiring, configuration, and testing of the item and related accessories (where applicable) shall be considered incidental to the installation item. Detection systems shall be configured by the City.
3. Installation shall include restoration of disturbed areas when placed in unpaved areas. Pavement/sidewalk restoration, when required, shall be paid as a separate item.
4. Anchor bolts shall be furnished by the City with the signal pole, and installed by the Contractor. Installation is incidental to the pole foundation item.
5. Work not included under other items in this contract shall be paid on a time and materials basis in accordance with these unit prices. All work must be authorized in advance by the City.
6. Items to furnish and install cable shall be measured by the number of linear feet of cable installed, as measured in a straight line between end points, in existing conduit, poles, signal arms, or other raceways. Slack cable shall be furnished and neatly coiled, with a minimum of 5 ft of cable provided in all pole bases and a minimum of 10 ft provided in all pullboxes and cabinet bases. Payment for slack cable shall be made based on these minimum quantities, and shall not be increased in cases where the Contractor installs extra cable unless the extra cable is specifically requested by the City.



A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Vendor & Contractor Communication

In order to ensure smooth coordination and effective communication between contractors and the City of Midland, **it is imperative that contractors provide adequate advance notice before commencing work on specific projects.** The city requires ten (10) days' notice on commencement of project. This advance notice requirement serves to notify all relevant city departments, ensuring proper preparation and coordination of resources. Additionally, it facilitates timely dissemination of information to the public, if necessary, thereby minimizing potential disruptions and maximizing transparency throughout the project lifecycle. **By adhering to this protocol, contractors demonstrate their commitment to fostering productive partnerships with the City of Midland and upholding standards of efficient project management and community engagement. This commitment is a part of our strategic plan, with direct ties to Goal 4: Transparent and Consistent Communication and Strategies 4.4 and 4.5.**

Strategic Plan

1. Strong Economy with More Quality Jobs

- 1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
- 1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
- 1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
- 1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
- 1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
- 1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
- 1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
- 1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
- 1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

- 2.1 Enhance public safety programs.
- 2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
- 2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
- 2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
- 2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
- 2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

- 3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
- 3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
- 3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
- 3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
- 3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
- 3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

- 4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
- 4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
- 4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
- 4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
- 4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

- 5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
- 5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
- 5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
- 5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
- 5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
- 5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
- 5.7 Ensure Sustained Financial Stability and Accountability: Maintain financial transparency.
- 5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
- 5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

- 5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

- 6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
- 6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
- 6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
- 6.4 Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
- 6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
- 6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.
- 6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

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

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

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

For a current list of the local government officers go to: <http://www.midlandtexas.gov/>

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

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

~~PACKET~~ ~~12/4/17~~ ~~Signature of vendor doing business with the governmental entity~~

~~Date~~ ~~May 14, 2024~~

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF MIDLAND

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

Affidavit of Eligibility

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

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

Reseller Permit Number: _____

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

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

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

☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY 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/COMPANY 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/COMPANY 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.

COMPLIANCE: Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

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.

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).
2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.
3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.
4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.
5. 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. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.
6. Time of proposed delivery shall be stated in number of calendar days.
7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.
8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.
9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.
10. Detailed specifications rule over General specifications (headings, etc.)
11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.
12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.
13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.
14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

15. Public Information. To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. INSURANCE –

The following provisions apply unless the agreement is for the supply of goods only:

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person
	\$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit -
	Personal Injury and Property Damage

Worker's Compensation: Statutory limits

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

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

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

The Business Automobile Liability insurance provided by Seller 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 Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

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

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller 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."

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

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

24. **ASSIGNMENT** - Seller 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 Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. **RELEASE** - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER 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 BUYER'S NEGLIGENCE.

26. **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.

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

28. **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, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, 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 Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller 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 Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer 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, Seller's failure to comply with the requirements herein shall perpetually bar Seller's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. Seller agrees that the requirements of this entire agreement are reasonable.

29. **INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS)** - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'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 SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. **SOVEREIGN IMMUNITY** - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

31. **THIRD PARTY BENEFICIARY** - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

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

34. **CERTIFICATION** - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

EXHIBIT C

Bonding Requirements

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

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

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

BID BOND

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

SURETY NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

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

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

_____ DOLLARS

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: **PACKET**
ATTACH POWER OF ATTORNEY

12.61

May 14, 2024

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ of the City of

_____ of the County of _____ and State of Texas

as Principal, and _____, as Surety, are held and

firmly bound unto the City of Midland, Texas, as Oblige, in the amount of

_____ DOLLARS

(\$ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs,

administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____

day of _____, 20____, for the furnishing of materials, equipment to perform all labor and work

necessary for _____, hereof as fully and to the

same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants

supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said

contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition

to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings

accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders,

shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____, specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____, 20__.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

EXHIBIT D - Heavy & Highway Wage Rate Rev 01/05/2024

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

Front End Loader, 3CY or
 less.....\$ 12.28 **
 Loader/Backhoe.....\$ 14.18 **
 Mechanic.....\$ 20.14
 Milling Machine.....\$ 15.54 **
 Motor Grader, Rough.....\$ 16.15 **
 Motor Grader, Fine.....\$ 17.49
 Pavement Marking Machine....\$ 16.42 **
 Reclaimer/Pulverizer.....\$ 12.85 **
 Roller, Asphalt.....\$ 10.95 **
 Roller, Other.....\$ 10.36 **
 Scraper.....\$ 10.61 **
 Spreader Box.....\$ 12.60 **

Servicer.....\$ 13.98 **

Steel Worker (Reinforcing).....\$ 13.50 **

TRUCK DRIVER

Lowboy-Float.....\$ 14.46 **
 Single Axle.....\$ 12.74 **
 Single or Tandem Axle Dump..\$ 11.33 **
 Tandem Axle Tractor with
 Semi.....\$ 12.49 **

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$17.20) or 13658
 (\$12.90). Please see the Note at the top of the wage
 determination for more information. Please also note that the
 minimum wage requirements of Executive Order 14026 are not
 currently being enforced as to any contract or subcontract to
 which the states of Texas, Louisiana, or Mississippi, including
 their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

24003780
T24-03 On-Call Traffic Signal Project
Open: April 10, 2024

Willis Electric Co LP
4242 Sayles Blvd
Abilene, Texas 79605

					Total Cost	\$ 2,316,000.0	
#	Items	Lowest	Qty.	Notes	Unit/Price	Total Cost	
#0-1	Remove and salvage traffic signal pole without arm, pedestal or luminaire pole; deliver to City yard	\$ 12,500.0	5	REMOVAL ONLY	\$ 2,500.0	\$ 12,500.0	
#0-2	Remove and salvage traffic signal mast arm pole; deliver to City yard	\$ 15,000.0	5	REMOVAL ONLY	\$ 3,000.0	\$ 15,000.0	
#0-3	Remove and salvage traffic signal controller cabinet with equipment and accessories; deliver to City yard	\$ 5,000.0	5	REMOVAL ONLY	\$ 1,000.0	\$ 5,000.0	
#0-4	Remove and dispose of pole foundation; to 18"	\$ 5,000.0	5	REMOVAL ONLY	\$ 1,000.0	\$ 5,000.0	
#0-5	Remove and dispose of pole foundation; full depth up to 10 ft; backfill and compact	\$ 10,000.0	2	REMOVAL ONLY	\$ 5,000.0	\$ 10,000.0	
#0-6	Traffic signal controller cabinet; ground mounted with riser pedestal; NEMA TS2 Type 2; controller and MMU programming by City staff	\$ 8,000.0	2	INSTALL ONLY See Note 2	\$ 4,000.0	\$ 8,000.0	
#0-7	Traffic signal controller cabinet; pole mounted; NEMA TS2 Type 2; controller and MMU programming by City staff	\$ 30,000.0	5	INSTALL ONLY See Note 2	\$ 6,000.0	\$ 30,000.0	
#0-8	Traffic signal controller cabinet foundation and pad per TxDOT Standard Drawing TS-CF-04	\$ 30,000.0	5	FURNISH AND INSTALL See Note 3	\$ 6,000.0	\$ 30,000.0	
#0-9	Uninterruptible power supply/battery backup system; pole or cabinet mounted	\$ 20,000.0	5	INSTALL ONLY See Note 2	\$ 4,000.0	\$ 20,000.0	
#0-10	Conduit; (1) 4" PVC; by trenching	\$ 110,000.0	1000	FURNISH AND INSTALL See Note 3	\$ 110	\$ 110,000.0	
#0-11	Conduit; (2) 4" PVC; by trenching; in common trench	\$ 55,000.0	1000	FURNISH AND INSTALL See Note 3	\$ 55	\$ 55,000.0	
#0-12	Conduit; (1) 4" PVC; by boring or directional drilling	\$ 100,000.0	500	FURNISH AND INSTALL See Note 3	\$ 200	\$ 100,000.0	
#0-13	Conduit; (2) 4" PVC; by boring or directional drilling; adjacent runs using common end points	\$ 50,000.0	500	FURNISH AND INSTALL See Note 3	\$ 100	\$ 50,000.0	
#0-14	Ground box with apron; TxDOT Type D (15.25" W x 28.25" L x 20" D inside)	\$ 45,000.0	10	FURNISH AND INSTALL See Note 3	\$ 4,500.0	\$ 45,000.0	
#0-15	Ground box with apron; TxDOT Type E (11.5" W x 21" L x 16" D inside)	\$ 35,000.0	10	FURNISH AND INSTALL See Note 3	\$ 3,500.0	\$ 35,000.0	
#0-16	Signal post; aluminum; with or without T-base; 8-20 ft height	\$ 7,500.0	5	INSTALL ONLY See Note 4	\$ 1,500.0	\$ 7,500.0	
#0-17	Signal pole; TxDOT standard single mast arm style; signal arm up to 32 ft long	\$ 22,500.0	5	INSTALL ONLY See Note 4	\$ 4,500.0	\$ 22,500.0	
#0-18	Signal pole; TxDOT standard single mast arm style; signal arm 36-48 ft long	\$ 15,000.0	3	INSTALL ONLY See Note 4	\$ 5,000.0	\$ 15,000.0	
#0-19	Signal pole; TxDOT standard single mast arm style; signal arm 50-65 ft long	\$ 21,000.0	3	INSTALL ONLY See Note 4	\$ 7,000.0	\$ 21,000.0	
#0-20	Signal pole; TxDOT standard dual mast arm style; signal arms up to 32 ft and 28 ft each	\$ 15,000.0	2	INSTALL ONLY See Note 4	\$ 7,500.0	\$ 15,000.0	
#0-21	Signal pole; TxDOT standard dual mast arm style; signal arms 36-44 ft and up to 28 ft each	\$ 17,000.0	2	INSTALL ONLY See Note 4	\$ 8,500.0	\$ 17,000.0	
#0-22	Signal pole; TxDOT standard dual mast arm style; signal arms 44 ft and 32-36 ft each	\$ 19,000.0	2	INSTALL ONLY See Note 4	\$ 9,500.0	\$ 19,000.0	
#0-23	Luminaire pole; TxDOT standard; single arm and fixture; T-base; 20-50 ft height	\$ 20,000.0	5	INSTALL ONLY See Note 4	\$ 4,000.0	\$ 20,000.0	
#0-24	Luminaire pole; TxDOT standard; dual arms and fixtures; T-base; 20-50 ft height	\$ 22,500.0	5	INSTALL ONLY See Note 4	\$ 4,500.0	\$ 22,500.0	
#0-25	Signal pole foundation; TxDOT Type 24-A Depth 10 ft.	\$ 27,500.0	5	FURNISH AND INSTALL See Note 4	\$ 5,500.0	\$ 27,500.0	
#0-26	Signal pole foundation; TxDOT Type 30-A, Depth 12 ft.	\$ 50,000.0	5	FURNISH AND INSTALL See Note 4	\$ 10,000.0	\$ 50,000.0	
#0-27	Signal pole foundation; TxDOT Type 36-A, Depth 12 ft.	\$ 75,000.0	5	FURNISH AND INSTALL See Note 4	\$ 15,000.0	\$ 75,000.0	
#0-28	Signal pole foundation; TxDOT Type 36-B, Depth 15 ft.	\$ 87,500.0	5	FURNISH AND INSTALL See Note 4	\$ 17,500.0	\$ 87,500.0	
#0-29	Signal pole foundation; TxDOT Type 48-A, Depth 21 ft.	\$ 175,000.0	5	FURNISH AND INSTALL See Note 4	\$ 35,000.0	\$ 175,000.0	
#0-30	Luminaire pole foundation; TxDOT; 30" dia.; 6 ft depth	\$ 45,000.0	10	FURNISH AND INSTALL See Note 4	\$ 4,500.0	\$ 45,000.0	
#0-31	Luminaire arm and fixture on traffic signal pole	\$ 3,250.0	5	INSTALL ONLY See Note 2	\$ 650	\$ 3,250.0	
#0-32	Signal display; 3-section; with bracket	\$ 35,000.0	50	INSTALL ONLY See Note 2	\$ 700	\$ 35,000.0	
#0-33	Signal display; 4-section; with bracket	\$ 18,000.0	20	INSTALL ONLY See Note 2	\$ 900	\$ 18,000.0	
#0-34	Signal display; 5-section; with bracket	\$ 55,000.0	50	INSTALL ONLY See Note 2	\$ 1,100.0	\$ 55,000.0	
#0-35	Signal display; pedestrian; with bracket	\$ 15,000.0	30	INSTALL ONLY See Note 2	\$ 500	\$ 15,000.0	
#0-36	Accessible pedestrian push button station; with bracket; programming and audio messages by City staff	\$ 4,500.0	30	INSTALL ONLY See Note 2	\$ 150	\$ 4,500.0	
#0-37	Video image detection or radar-based vehicle detection system; 2-unit configuration; with brackets, cabling, and cabinet equipment	\$ 32,500.0	5	INSTALL ONLY See Note 2	\$ 6,500.0	\$ 32,500.0	
#0-38	Video image detection or radar-based vehicle detection system; 4-unit configuration; with brackets, cabling, and cabinet equipment	\$ 130,000.0	10	INSTALL ONLY See Note 2	\$ 13,000.0	\$ 130,000.0	
#0-39	Video image detection or radar-based vehicle detection system; 6-unit configuration; with brackets, cabling, and cabinet equipment	\$ 39,000.0	2	INSTALL ONLY See Note 2	\$ 19,500.0	\$ 39,000.0	
#0-40	Opticom GPS emergency vehicle preemption system; with brackets, cabling, and cabinet single radio unit configuration	\$ 12,500.0	5	INSTALL ONLY See Note 2	\$ 2,500.0	\$ 12,500.0	
#0-41	Opticom optical emergency vehicle preemption system; with brackets, cabling, and cabinet equipment; 2-unit configuration	\$ 25,000.0	5	INSTALL ONLY See Note 2	\$ 5,000.0	\$ 25,000.0	
#0-42	Radio unit and antenna; with brackets and cabling; configuration by City staff	\$ 15,000.0	10	INSTALL ONLY See Note 2	\$ 1,500.0	\$ 15,000.0	
#0-43	Sign on signal pole or arm; typical aluminum traffic sign; with bracket	\$ 75,000.0	50	INSTALL ONLY	\$ 1,500.0	\$ 75,000.0	
#0-44	Sign on signal pole or arm; illuminated or blank-out; with bracket and cabling	\$ 33,000.0	20	INSTALL ONLY See Note 2	\$ 1,650.0	\$ 33,000.0	
#0-45	Traffic signal cable; 16 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	\$ 11,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 11	\$ 11,000.0	
#0-46	Traffic signal cable; 12 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	\$ 10,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 10	\$ 10,000.0	
#0-47	Traffic signal cable; 7 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	\$ 6,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 6	\$ 6,000.0	
#0-48	Traffic signal cable; 5 conductor; 14 AWG; install in existing conduit, pole, signal arm, or other raceway	\$ 5,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 5	\$ 5,000.0	
#0-49	IMSA 50-2 cable; 2 conductor with shield; 12 AWG; install in existing conduit, pole, signal arm, or other raceway	\$ 3,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 3	\$ 3,000.0	
#0-50	Power (tray) cable; 12 AWG; XHHW; install in existing conduit, pole, signal arm, or other raceway	\$ 12,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 12	\$ 12,000.0	
#0-51	Electrical conductor; 6 AWG; bare; install in existing conduit, pole, signal arm, or other raceway	\$ 3,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 3	\$ 3,000.0	
#0-52	Electrical conductor; 6 AWG; insulated; install in existing conduit, pole, signal arm, or other raceway	\$ 3,250.0	1000	FURNISH AND INSTALL See Note 6	\$ 3.25	\$ 3,250.0	
#0-53	Coaxial video cable; RG-6Q; install in existing conduit, pole, signal arm, or other raceway	\$ 9,000.0	1000	FURNISH AND INSTALL See Note 6	\$ 9	\$ 9,000.0	
#0-54	Opticom™ Model 138 detector cable, or equivalent; 3 conductor; 20 AWG; shielded; install in existing conduit, pole, signal arm, or other raceway	\$ 4,000.0	500	FURNISH AND INSTALL See Note 6	\$ 8	\$ 4,000.0	
#0-55	Single section flashing beacon on existing school zone flasher assembly; with bracket and cabling	\$ 10,000.0	20	INSTALL ONLY See Note 2	\$ 500	\$ 10,000.0	
#0-56	Remove and salvage school flasher assembly with pole, cabinet, beacons, radios, solar panels, and all related accessories; deliver to City yard	\$ 2,500.0	5	REMOVAL ONLY	\$ 500	\$ 2,500.0	
#0-57	School flasher assembly with pole, cabinet, beacons, radios, solar panels, and all related accessories; radio and timeclock programming by City staff	\$ 17,500.0	5	INSTALL ONLY See Note 2	\$ 3,500.0	\$ 17,500.0	
#0-58	Concrete sidewalk; 4" thickness per City of Midland standards	\$ 220,000.0	500	FURNISH AND INSTALL	\$ 440	\$ 220,000.0	
#0-59	Accessible curb ramp with truncated domes; per TxDOT standards; ramp type to be determined by City based on site conditions	\$ 132,000.0	20	FURNISH AND INSTALL	\$ 6,600.0	\$ 132,000.0	
#0-60	Electrician, signal technician, or foreman (regular work hours)	\$ 40,000.0	200	SEE NOTE 5	\$ 200	\$ 40,000.0	
#0-61	Electrician, signal technician, or foreman (night/weekend/holiday hours)	\$ 20,000.0	50	SEE NOTE 5	\$ 400	\$ 20,000.0	
#0-62	Laborer (regular work hours)	\$ 30,000.0	200	SEE NOTE 5	\$ 150	\$ 30,000.0	
#0-63	Laborer (night/weekend/holiday hours)	\$ 15,000.0	50	SEE NOTE 5	\$ 300	\$ 15,000.0	
#0-64	Bucket Truck	\$ 80,000.0	200	SEE NOTE 5	\$ 400	\$ 80,000.0	
#0-65	Crane / Line Truck	\$ 40,000.0	50	SEE NOTE 5	\$ 800	\$ 40,000.0	
#0-66	Material Mark-up 10%	\$ 0	0	SEE NOTE 5	No Bid	No Bid	

Bidding Summary
Bid requests were issued: 23
NO BIDS were received: 0
Bidders did not respond: 22



City Council Meeting

Item Number: 13
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Mark Widmann, Director
Subject: MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE A DIRECT CASE RATE PRACTITIONER AGREEMENT WITH MIDLAND DERMATOLOGY AND TO EXECUTE ANY OTHER DOCUMENTS AND TO TAKE ANY OTHER ACTIONS NECESSARY TO GIVE EFFECT TO SAID AGREEMENT. (DISTRICT: ALL) (ADMINISTRATIVE SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

The purpose of the agreement is to provide Healthcare Services to Covered Individuals under the City's health plans in the most cost-efficient setting.

Recommended City Council Action:

Approve

Fiscal Impact:

The City's health plan shall be limited to the fee schedule rate of between 165% of the Provider's specific Medicare allowable amount. Payments shall be paid from the Employee benefit Fund.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The direct agreement between Midland Dermatology and The City of Midland benefits city employees by providing access to services. Midland Dermatology is not currently an in-

network provider with UMR (United Healthcare). Under this agreement, Midland Dermatology has agreed to accept the amount assigned in the fee schedule as payment for Covered Services provided to city employees. At the time of service, Midland Dermatology may only collect co-payments, coinsurance, deductibles, and charges for non-covered services. Similar agreements have been established with other vendors, including Midland Memorial Hospital, Midland Emergency Room Management Group, and Midland Memorial Hospital Anesthesiologists.



City Manager's Office

DIRECT CASE RATE PRACTITIONER AGREEMENT

By and Between City of Midland and Midland Dermatology

THIS Practitioner AGREEMENT, "Agreement" made and entered into on and effective January 1, 2024, is by and between City of Midland hereinafter referred to as "THE CITY"; and **Midland Dermatology**, hereafter referred to as the "Practitioner" and shall continue for a period of 2 years, subject to the provisions set forth below.

I. RECITALS

WHEREAS, THE CITY, desires to make appropriate Healthcare Services available at a reasonable cost to the eligible plan participants who are covered by the healthcare benefit plans that have been established by THE CITY; and

WHEREAS, the Practitioner is a hospital, Practitioner, and/or other healthcare providing entity organized specifically to facilitate the provision of Healthcare Services to individuals; and

WHEREAS, THE CITY desires to contract with the Practitioner to arrange for the provision of Healthcare Services to Covered Individuals pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, and in consideration of the premises and the mutual covenants herein contained, the receipt and adequacy of which are acknowledged by the parties, the parties agree as follows:

II. DEFINITIONS

For the purposes of this Agreement, certain terms are defined as follows:

- 2.1 **Ancillary Practitioner:** Durable medical equipment suppliers, home health agencies, infusion therapists, physical therapists, occupational therapists, outpatient surgery centers, ambulatory surgical centers, allied health professionals, chiropractic practitioners and laboratories.
- 2.2 **Clean Claim:** A billing form UB-92 or HCFA 1500 or any successor form which provides the beneficiary's name and identification number, claim date, date of birth, group name and number; Practitioner's name and identification number; dates and location of services, description of procedures, diagnosis code, secondary diagnosis code, most current ICD version, procedure codes, DRG, units, modifiers and amount billed for each procedure, where applicable, and includes itemized claim statements and/or beneficiaries' medical records if requested by payer within 20 calendar days after payer's receipt of a claim.
- 2.3 **Covered Individuals Benefit Plan Percentage:** A specific amount that is the Covered Individual's responsibility to pay to the Practitioner up to The Plan's out-of-pocket maximum.
- 2.4 **Co-Payment:** A specific amount that is the Covered Individual's responsibility to pay to the Practitioner at the time of service. Co-Payments are usually connected with specific benefits and may be used instead of The Plan deductible and Covered Individuals Benefit Percentage.
- 2.5 **Coordination of Benefits (COB):** A process by which two (2) or more health benefit plans, providing the same Covered Individual the same or similar health benefits, share the aggregate benefits on the actual billed charges the individual receives for an illness or injury. One plan will be determined primary and the other secondary.
- 2.6 **Covered Services:** Medically necessary services or supplies specified in the Covered Individual's Plan for which benefits will be paid when provided by a Practitioner acting within the scope of his/her license pursuant to this agreement.
- 2.7 **Deductible:** The amount of eligible expenses which must be paid by a Covered Individual before benefits become payable by The Plan.

- 2.8 **Emergency or Emergency Services:** Health care services provided in a hospital emergency facility or comparable facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his or her condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in: 1) placing the patient's health in serious jeopardy; 2) serious impairment of bodily functions; 3) serious dysfunction of any bodily organ or part; 4) serious disfigurement; or 5) in the case of a pregnant woman, serious jeopardy to the health of the fetus.
- 2.9 **Fee Schedule:** The schedule, attached hereto as Attachment A and incorporated herein by reference, which specifies the maximum amount payable to the Practitioner for providing Covered Services to Covered Individuals. The fee schedules services will be paid at the network benefit percentage and deductible. The Practitioner will not balance bill the Covered Individual
- 2.10 **Healthcare Service:** A service the Practitioner is licensed to provide and which he/she customarily provides to individuals; or those inpatient and outpatient services that a Healthcare Facility is licensed, equipped and staffed to provide, and which it customarily provides to individuals.
- 2.11 **Integration of Benefits:** A process by which two (2) or more health benefit plans providing the same individual the same or similar health benefits limit the aggregate benefits the individual receives for an illness or injury to the amount payable by The Plan.
- 2.12 **Medically Necessary Treatment:** Medical or surgical services which a Covered Individual requires for the identification or treatment of illness, injury, disease or impairment, or skilled care that is (a) consistent with the Covered Individual's diagnosis or symptoms and (b) appropriate with regards to standards of good medical practice, and as defined by Medicare and or
- 2.13 **THE CITY:** The City of Midland, the entity responsible for the administration or payment of claims under The Plan.
- 2.14 **Practitioner Agreement:** An Agreement between the Practitioner and THE CITY.
- 2.15 **Skilled Care:** The recognition and utilization of professional methods and procedures in the assessment, observation, or treatment of an illness or injury; and must be performed by or under the supervision of the Practitioner.
- 2.16 **Utilization Management:** A program which may include, without limitation, evaluation of the necessity, appropriateness, and efficiency of the use of Healthcare Services, procedures, and facilities on a prospective, concurrent, or retrospective basis.
- 2.17 **Practitioner:** A Physician or a person acting within the scope of applicable state licensing/certification requirements, including, but not limited to, the following designations: Medical Doctor (MD), Doctor of Osteopathy (DO), Doctor of Optometry (OD), Physician Assistant (PA), State Licensed Durable and Medical Device/Equipment Organizations, Certified Nurse Midwife (CNM), Certified Professional Midwife (CPM), Registered Respiratory Therapist (RRT), Certified Respiratory Therapist (CRT), Licensed Physical Therapist (LPT), Licensed Aquatic Therapist (LAT), Licensed Psychologist, Doctor of Chiropractic (DC), Doctor of Podiatric Medicine (DPM), Registered Nurse (RN), Licensed Vocational Nurse (LVN), Licensed Practical Nurse (LPN), Speech Therapist, Audiologist, Occupational Therapist, Licensed or Registered Dietitian (LD or RD), Certified Registered Nurse Anesthetist (CRNA), Advanced Nurse Practitioner (ANP) or Registered Nurse First Assistant (RNFA).

III. THE CITY'S RESPONSIBILITIES

- 3.1 THE CITY shall define and determine all eligibility requirements for Covered Individuals. THE CITY shall establish procedures to verify the eligibility of Covered Individuals seeking services from the Practitioner, including ID cards and an 800 number. The eligibility procedures shall be set out or referenced in The Plan.
- 3.2 The contents, description, and nature of the benefits provided by The Plan(s), and dissemination to the Practitioner and to Covered Individuals of all such information, whether or not required by

law, shall be the sole responsibility of THE CITY and shall be in accordance with federal, state, and local law.

- 3.3 THE CITY shall designate an independent **Third-Party Administrator** (UMR) to adjudicate/process/pay all claims under this agreement. The Administrator shall provide utilization management services, determine medical necessity, and all other services as defined but this agreement.

IV. PRACTITIONER RESPONSIBILITIES

- 4.1 The Practitioner shall provide medically necessary Healthcare Services to Covered Individuals in a manner similar to and within the same time availability in which the Practitioner provides such services to any other individuals and will not differentiate or discriminate against Covered Individuals as a result of this Agreement.
- 4.2 The Practitioner shall provide Healthcare Services to Covered Individuals in the most cost-effective manner.
- 4.3 The Practitioner shall maintain currently and for the duration of this Agreement professional liability insurance coverage in such amount at least equal to or greater than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. For dependent/independent Practitioners, amounts at least equal to or greater than two hundred thousand dollars (\$200,000) per occurrence and six hundred thousand dollars (\$600,000) in the aggregate. Evidence of such coverage shall be provided to THE CITY upon request. The Practitioner shall agree to give THE CITY not less than thirty days prior written notice of any cancellation, non-renewal, or material alterations of such coverage.
- 4.4 The Practitioner shall prepare and maintain all appropriate medical, financial, administrative, and other records which involve transactions relating to Covered Individuals receiving Healthcare Services. The Practitioner agrees to maintain records on Covered Individuals in accordance with prudent record-keeping procedures and as required by any applicable federal, state, or local laws, rules or regulations.
- 4.5 The Practitioner shall comply with the requirements of all laws and regulations applicable to THE CITY's business and shall maintain in effect all licenses, permits and all governmental and board authorizations and approvals as necessary for the Practitioner's business operations and for the provision of Healthcare Services.
- 4.6 The Practitioner shall immediately send written notice to THE CITY of any legal, governmental, or other action taken against the Practitioner which could materially impair the ability of the Practitioner to carry out the duties and obligations of this Agreement, including, but not limited to, actions related to 1) any revocation, suspensions, or limitation in staff privileges; 2) any disciplinary action taken by a hospital; and 3) suspension from participation in the Medicare or Medicaid program as a result of alleged fraud or abuse.
- 4.7 The Practitioner affirms that the application, which is hereby incorporated by reference, contains true and correct information and the Practitioner acknowledges that THE CITY is relying on such information.
- 4.8 The Practitioner shall permit THE CITY or its designee to confer directly with the Practitioner's agents and employees regarding Healthcare Services provided to Covered Individuals.
- 4.9 The Practitioner warrants that all persons or entities providing Healthcare Services under this agreement are licensed to perform such services by all appropriate licensing agencies in the State of Texas.
- 4.10 The Practitioner shall make his/her best efforts to inform the Covered Individual that lesser benefits may be available under The Plan in the event a Network Practitioner refers or admits the Covered Individual to a healthcare Practitioner other than a Network Practitioner.
- 4.11 The Practitioner shall make his/her best effort to refer and admit Covered Individuals to other Network Practitioner except when 1) an emergency exists and the Network Practitioner is not available; 2) the Healthcare Service is not geographically available in a timely fashion; or 3) the Covered Individual refuses to accept the recommendation of a Network Practitioner and the

Practitioner documents that the Covered Individual elected to receive the Healthcare Service from a non-network Practitioner.

- 4.12 The Practitioner shall comply and assist with implementing THE CITY's Administrator's Utilization Management plan or program as long as the Utilization Management plan or program complies with or does not conflict with the requirements of any government or regulatory compliance board.
- 4.13 The Practitioner acknowledges that THE CITY does not warrant or guarantee that the Practitioner will be utilized by any particular number of Covered Individuals.
- 4.14 The Practitioner acknowledges that THE CITY may remove the Practitioner from participation under this Agreement at any time with or without cause by giving thirty (30) days written notice to the Practitioner.
- 4.15 The Practitioner agrees to assist THE CITY in contacting the appropriate individuals for services not performed by the Practitioner, e.g., emergency room, laboratory, anesthesiologist, etc.
- 4.16 The Practitioner agrees to deliver Healthcare Services in the most cost-efficient setting. A Healthcare Service will not be considered Medically Necessary if the Covered Individual's symptoms or conditions indicate that it would be safe to provide the service or supplies in a less comprehensive setting. The fact that any particular Practitioner may prescribe, order, recommend, or approve a service, supply or level of care does not, of itself, make such treatment Medically Necessary. The Practitioner may freely communicate with patients about their treatment, regardless of benefit coverage limitations. The Practitioner will cooperate with THE CITY quality improvement activities and allow THE CITY to use the Practitioner's performance data.
- 4.17 The Practitioner may freely communicate with patients about their treatment, regardless of benefit coverage limitations.

V. REIMBURSEMENT AND BILLING

- 5.1 The Practitioner shall agree to accept the amount specified on the fee schedule (Attachment A) as payment in full for Covered Services provided to Covered Individuals, provided however that THE CITY or The Third-Party Administrator (UMR) makes payment to Practitioner within the timeframe specified in this agreement. The fee schedule is effective regardless if City of Midland or Third-Party Administrator is the primary, secondary or tertiary payor. The fee schedule paid will be the lessor of billed charges or the amount specified on the fee schedule (Attachment A). THE CITY or Third-Party Administrator (UMR) agrees to process received claims in accordance with the CITY'S plan document and in a timely manner consistent with the Third-Party Administrator's internal claim standards. The Practitioner shall implement an assignment of benefits procedure for claims payment to be made directly to the Practitioner. The Practitioner may only collect co-payment, co-insurance, deductible, and charges for non-covered services at the time of service.
- 5.2 The Practitioner will be solely responsible for collection of any deductibles, coinsurance, co-payments, and charges for non-Medically Necessary Services that are the Covered Individual's responsibility, provided that the total collected may not exceed the amount specified on the fee schedule (Attachment A). The collection effort for the Co-payment should be at the time of service. The Practitioner agrees not to balance bill the patient for any amounts other than the Deductible, Co-payments and/or Covered Individual's Benefit Percentage.
- 5.3 The Practitioner shall not seek payment from the Covered Individual for Healthcare Services which are not Medically Necessary except when a Covered Individual request the Practitioner to provide Healthcare Services that are not Medically Necessary and agrees to reimburse the Practitioner for those provided Healthcare Services. The fee schedule (Attachment A) will apply to non-Medically Necessary services. The fee schedule paid will be the lessor of billed charges or the amount specified on the fee schedule (Attachment A). The Practitioner can negotiate with the patient regarding the patient's payment for services in the event that Practitioner and THE CITY or Third Party Administrator have a disagreement over the necessity of proposed services provided that the Practitioner has informed the patient about this dispute and the fact that the patient will be personally responsible for payment. Nothing with the provision of the agreement prohibits the Practitioner from pursuing the patient for collection of fees for services determined to be Medically

Necessary in the event the payor fails to pay the claim for such services within 90 days or in the event of any bankruptcy, receivership, or insolvency of the payer.

- 5.4 The Practitioner agrees to timely filing requirement of 180 days from the date the services were rendered. Any claim filed and date stamped by CITY'S Third Party Administrator beyond this date will be considered non-reimbursable under the plan with no financial responsibility of the patient. Practitioner also agrees to refund all uncontested duplicate or erroneous claim payments regardless of the cause upon thirty (30) days written notice. Appeal rights will be sent in writing to Practitioner with the refund request. The Practitioner will have 45 days to file an appeal on the refund request. All payments made to the Practitioner are considered final after 180 days.

VI. DISCLAIMER

- 6.1 The benefits described are subject to all plan limitations, pre-existing information, filing deadlines, exclusions and eligibility requirements. All benefits are based on the plan document language. If a patient is on continuation of coverage ("COC" or "COBRA"), coverage could terminate retroactively if the individual's contribution is not made within COC time guidelines.
- 6.2 If a Covered Individual is receiving care or is about to receive care and is identified as not actively at work, continuation of coverage benefits may be offered but must be accepted and paid per the COC time guidelines for Practitioner services to be considered eligible for benefit payment.
- 6.3 Notification is the determination only of the medical necessity of a proposed treatment based on the information provided at the time the precertification is issued. Precertification does not verify or certify:
- (1) Eligibility of any individual for coverage;
 - (2) Benefit coverage for services rendered pursuant to the precertification;
 - (3) Network status of the Practitioner(s).

VII. INDEMNIFICATION

- 7.1 Each party will be responsible for its own acts or omissions that result in injury or damage to individuals or property that arise as a consequence of the party's performance of this Agreement whether or not as a result of negligence. This provision shall survive the termination of this Agreement.

VIII. CONFIDENTIALITY

- 8.1 The Practitioner and THE CITY understand and agree that all information and records related to Covered Individuals are privileged and confidential. To the extent provided by law, the parties agree to keep confidential and not disclose patient identifiable information to any third party without the prior written consent of the Covered Individual, except that information required for Utilization Management, quality assurance and claims adjudication will be released to THE CITY and/or its designee. The Practitioner shall conform to all confidentiality and/or privacy requirements of state and federal law.
- 8.2 All information and materials provided by THE CITY to the Practitioner will remain proprietary to THE CITY including but not limited to contracts, reimbursement rates and methodology, and any operations manuals. This statement shall survive the termination of this Agreement.

IX. TERM AND TERMINATION OF AGREEMENT

- 9.1 **Term:** The initial term of this Agreement, subject to the terms and conditions hereof, shall be one (1) year. At the expiration of the initial term, this Agreement shall continue from year to year under its then existing conditions unless and until a party hereto gives the other no less than 90 days written notice of termination
- 9.2 **Legislative or Administrative Changes:** In the event that there is a change in the federal or state statutes or regulations or in the application thereof any of which materially affects the

reimbursement which the Practitioner may receive for its services furnished to Covered Individuals, either party with notice may propose a new basis for compensation for the Practitioner's services furnished pursuant to this Agreement. If such notice of new basis is given and if the parties are unable to agree upon a new basis for compensation within sixty days thereafter, either party may terminate this Agreement by thirty days' notice to the other on any future date specified in such notice.

- 9.3 **Effect of Termination:** Upon termination of this Agreement, neither party shall have any further obligation unless noted hereunder, except that termination of this Agreement shall not affect the rights and obligations of the parties hereto 1) arising out of transactions occurring prior to termination, including without limitation (a) THE CITY's obligation pursuant to this Agreement to render, payment to the Practitioner for its services, and (b) the Practitioner's obligation for continuity of care through patient discharge including medically appropriate transfer of care or other medically appropriate transition of care with adherence to contracted fee schedule; and 2) obligations, promises and covenants expressly made to extend beyond the term of this Agreement, including without limitation confidentiality of information, indemnities, and releases.

X. GENERAL PROVISIONS

- 10.1 **Assignment:** This Agreement shall be binding upon and inure to the benefit of the respective legal successors and assignees of the parties. However, neither this Agreement, or any rights or obligations hereunder may be assigned, delegated, or transferred in whole or in part without the prior written consent of the other party.
- 10.2 **Force Majeure:** Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including without limitation, acts of God, acts of any public enemy, flood, strikes, statutory or other laws, regulations, rules, or orders of the federal, state, or local government or any agency thereof.
- 10.3 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 10.4 **Venue:** Venue for any cause of action arising under this agreement shall be in Midland County, Texas.
- 10.5 **Intent of the Parties:** It is the intent of the parties that this Agreement is to be effective only in regard to their rights and obligations with respect to each other, the Covered individual(s) and THE CITY's stop loss carrier(s).
- 10.6 **Non-Exclusive Participation:** None of the provisions of this Agreement shall prevent THE CITY or the Practitioner from participating in or contracting with any other organization, health maintenance organization, or any other health delivery or insurance program.
- 10.7 **Notice:** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered or sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the addresses set forth on the signature page. Such address may be changed from time to time by written notice to the other party.
- 10.8 **Severability:** In case any one or more of the provision of this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall be construed liberally in order to effectuate the purposes of this Agreement, and the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.
- 10.9 **Waiver:** Failure by either parties following notice of a breach or a default, to enforce any of the provisions of this Agreement, shall not thereafter be construed as a waiver of any subsequent breach or default of any of the provisions of this Agreement.
- 10.10 **Appeal Rights:** If any of the parties who receive a copy of the City's Claim Administrators Utilization Management Department's determination disagree with the decision, they may appeal in writing to THE CITY Claim Administrator within thirty (30) days of the date of the initial date of

the denial letter but, prior to the completion of the procedure or discharge from the hospital. The available medical information must be provided to the City's Claim Administrator at no cost to The Plan. The Claims Administrator's determination will be reviewed by an appropriate Practitioner specialist who has not previously reviewed the case. When all medical information necessary to render a determination is received, all parties who were notified of the original recommendation will be notified of the reconsideration decision within five (5) working days.

- 10.11 **Right to Cure:** Both parties agree to meet and confer in good faith to resolve any problems, disputes or issues of breach that may arise under this Agreement. The non-conforming party is entitled to ten (10) days right to cure the alleged defect after receiving notice pursuant to Section 10.7 herein. Said notice shall include reasonable detail of the event(s) which constitutes the alleged problem, dispute or issue of breach.
- 10.12 **Compliance:** Practitioner agrees that it shall comply with Texas Government Code Section 2252.908, et seq., as amended. Practitioner agrees that it shall comply with Texas Local Government Code Section 176.006, et seq., as amended.
- 10.13 To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, Practitioner hereby verifies:
- (1) that Practitioner does not boycott Israel and will not boycott Israel during the term of this Agreement;
 - (2) that Practitioner does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
 - (3) that Practitioner does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- To the extent that the Anti-Boycott Statutes do not apply to this Agreement, such verification is not required, and Practitioner shall be deemed to have not made such verification.
- 10.14 **Records Retention and Production of Information:** To the extent that this Agreement is a contract described by Section 552.371 of the Texas Government Code, Practitioner shall (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Practitioner on request of City, and (3) on completion of the Agreement, either (i) provide at no cost to City all contracting information related to the Agreement that is in the custody or possession of Practitioner, or (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to City.
- 10.15 **Public Information:** To the extent that this Agreement is a contract described by Section 552.371 of the Texas Government Code, Practitioner agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the Practitioner or vendor agrees that the contract can be terminated if the Practitioner or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 10.16 **Conflict of Terms:** If a conflict of terms or language exists between (i) any of the provisions of this Agreement and (ii) any of the provisions contained in Attachments, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in Attachments.

Each party to this Agreement warrants that it has the full power and authority to enter into this Agreement and the Individual signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

THE CITY: City of Midland 300 N. Loraine Midland, TX 79701	Practitioner: Midland Dermatology 5117 Sunmore Circle Midland, TX 79707
Signature	Signature
Name (Printed) & Title	Name (Printed) & Title
Date	Date

ATTACHMENT A
CONTRACT RATES

Preferred Provider: Midland Dermatology

Effective Date of Contract Rates January 1, 2024

Physical Address: 5117 Sunmore Circle, Midland TX 79707

Billing Address: 5117 Sunmore Circle, Midland TX 79707

Tax ID: 27-0443227

Specialty: Dermatology

Telephone 432-689-2512

E-mail Address kakin@midland-derm.com

NPI Number: 1811203524

Note: All claims processed under the Tax ID listed above will process according to the terms of this Contract.

Effective July 1, 2018, for Reference Based Pricing Health Plan ("RBPHP"). A Reference Based Pricing Health Plan is a Plan that has modified the terms of its Health Benefit Plan to recognize reference-based pricing and communicate such changes to its Covered Persons.

A. Medical Services and Supplied (billed on a 1500 Claim Form or electronic equivalent):

Payment option:.

- The allowable amount for medical services will be based on 165% of the 2023 Medicare allowable rate for covered medical services.
- For any Medicare CPT code that does not have an assigned value, the default payment shall be 70% of billed charges.
- By this agreement, the Practitioner is not subject to the Third-Party Administrator's (UMR) Claim Edit System (CES) for claim administration of the CITY's medical benefit plan.

B. Term and Termination:

1. The initial term of this Attachment, subject to the terms and conditions hereof, shall be one year. At the expiration of the initial term, this Attachment shall continue from year to year under its then existing conditions unless and until a party hereto gives the other no less than 90 days written notice of termination.
2. This Attachment may be terminated by either party upon ninety (90) days written advance notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate on the most recent date shown below:

THE CITY: City of Midland 300 N. Loraine Midland, TX 79701	Practitioner: Midland Dermatology 5117 Sunmore Circle Midland, TX 79707
Signature	Signature
Name (Printed) & Title	Name (Printed) & Title
Date	Date



City Council Meeting

Item Number: 14
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO THAT CERTAIN NONEXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT DATED MARCH 29, 2023, BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN AVIATION MAF, LLC (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

Motion authorizing the execution of the revised Fourth Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas and Franklin Mountain Aviation MAF, LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

To be Determined

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

On March 29, 2023, the City of Midland entered into a Non-Exclusive Commercial Fixed Base Operator Lease Agreement with Franklin Mountain MAF, LLC for leased premises at MAF for the operation of a second Fixed Base Operator (FBO). The original agreement allowed for a 120-day due diligence period. The subsequent amendments extended the due diligence period

allowing Franklin Mountain to address what was discovered. This revised Amendment #4 clarifies the buildings that Franklin Mountain intends to demo (with a new exhibit), acknowledges some easements and addresses title issues that Franklin Mountain discovered during due diligence. There is also an Extraordinary Costs section that allows Franklin Mountain to terminate the agreement if their expenses exceed \$24 million.

Frederick D. Out

City Manager's Office

**FOURTH AMENDMENT TO NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATOR
LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS AND FRANKLIN
MOUNTAIN AVIATION MAF, LLC**

This Fourth Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement ("**Fourth Amendment**") is made to be effective the April 29, 2024 (the "**Fourth Amendment Effective Date**") between City of Midland, Texas, a home rule municipal corporation, (hereinafter "**City**" or "**Lessor**") and Franklin Mountain Aviation MAF, LLC, a Texas limited liability company (hereinafter "**Lessee**"), and does hereby amend the Non-Exclusive Commercial Fixed Base Operator Lease Agreement with an "**Effective Date**") of March 29, 2023 (the "**Original Lease**"); which has been previously amended by First Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas and Franklin Mountain Aviation MAF, LLC dated effective July 26, 2023 (the "**First Amendment**"); by Second Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas, and Franklin Mountain Aviation MAF, LLC, dated effective November 23, 2023 (the "**Second Amendment**"); and by Third Amendment Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas, and Franklin Mountain Aviation MAF, LLC, dated effective January 24, 2024 (the "**Third Amendment**").

RECITALS

- A. The Original Lease, First Amendment, Second Amendment, Third Amendment, and any additional amendments are collectively the "**Lease**".
- B. Lessor and Lessee wish to amend the Lease as follows.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Amendment Sections.**

Section 1.01 is deleted and replaced with the following:

1.01 **Leased Premises:** City agrees to lease to Lessee approximately 11.6411 acres (507,085.83 square feet) of land containing certain City-owned buildings and improvements, including all fixtures, apparatus, and equipment situated therein, located at the Airport, and being more particularly described as on **Exhibit A-1**, attached hereto and incorporated herein and being: (a) a portion of Lot 2A, Block 11, Midland International Airport Industrial Park, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet F, Page 187, of the Plat Records of Midland County, Texas, and (b) a portion of Lot 3B, Block 11, Midland International Airport Industrial Park Addition Section 6, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet I, Page 94, of the Plat Records of Midland County, Texas; said buildings and improvements and land hereinafter being referred to collectively as the "**Leased Premises**." For the purposes of this Lease, the Leased Premises shall consist of the "**Improved Property**", the "**Unimproved Property**", the "**Ramp Property**", and the "**Fueling Property**", each as identified and described on the attached **Exhibit A** and collectively referred to as the "**Intended Uses**". The City and Lessee acknowledge and agree that the Improved Property consists of approximately 43,036 square feet, the Unimproved Property consists of approximately 119,177 square feet, the Ramp Property consists of approximately 312,478 square feet, and the Fueling Property consists of 42,210 square feet. Lessee acknowledges

and agrees that, consistent with the City's obligations to the FAA, Lessee's use of the Ramp Property improved in whole or in part with federal financial assistance as described on Exhibit B attached hereto (the "**Federally Aided Property**") shall be preferential but nonexclusive, and Lessee must reasonably accommodate other Airport users on the Federally Aided Property if requested by the City. Lessee and Lessee's customers shall have first priority for use of the Federally Aided Property, but shall not exclude third parties from, nor interfere with third party use of, the Federally Aided Property to the extent space is available and not then presently in use by Lessee or its customers. The City will use commercially reasonable efforts to notify Lessee in advance of any such third-party use. Lessee shall not be responsible to monitor, service, or otherwise attend to any such third parties unless requested by those users. Except to the extent caused in whole or in part by the negligence or intentional misconduct of Lessee, Lessee shall not be liable to the City for damages or claims occurring on the Federally Aided Property.

1.01. **The following new Section 1.01.1 is added to the Lease:**

1.01.1. Easements and License. City grants, conveys and established the following four "**Easements**" and two "**Licenses**" in, on and under the Drainage Parcel, Access Parcel, Access Road and Landscape Parcel, each defined below, for the use and benefit of Lessee:

- a. Drainage Easement. The right and easement for Storm Water Drainage on, through, over and under the "**Drainage Parcel**" described on Exhibit A-2, along with the right and easement for use of existing Drainage Improvements and construction, installation, and maintenance of additional Drainage Improvements. "**Storm Water Drainage**" means both developed and undeveloped storm water run-off passing through the Leased Premises or produced from the Leased Premises, currently or in the future, and into and through the Drainage Improvements. "**Drainage Improvements**" means any improvements to accommodate or assist in the transfer, flow, retention or detention of Storm Water Drainage along with any related grading.
- b. Access Easement. The right and easement for ingress and egress of vehicular, aeronautical and pedestrian traffic in and over: (i) the "**Access Parcel**" described on Exhibit A-3; and (ii) the "**Access Road**" described on Exhibit A-4; along with the right and easement for construction, installation, and maintenance of the Access Improvements within the Access Parcel and Access Road. "**Access Improvements**" means driveways, roadways, curbs, gutters, sidewalks, and entrances. "**Access Area**" means the Access Parcel and Access Road.
- c. Landscape Easement. The right and easement for planting, replacing and maintaining Landscape Improvements in, over and under the "**Landscape Parcel**" described on Exhibit A-5. "**Landscape Improvements**" means any medians, landscape plantings, trees and shrubs, and planters, along with related water irrigation systems within the Landscape Parcel.
- d. Utility Easement. The right and easement for the purpose of installation, operation, maintenance, repair, replacement, removal, and relocation of Utility Improvements within the Drainage Parcel, Access Parcel, Access Road and Landscape Parcel. "**Utility Improvements**" means water lines, sewer lines, sanitary sewer pipes, water, sewer and gas mains, electric power lines, telephone lines, cable lines, television lines, fiber optic lines and other lines and conduits and improvements to carry utilities, along with related facilities such as inlets, grates, meters, poles, anchors, valves, junction boxes and transformers.

- e. Improvement Facilities License. The right and benefit of a temporary license providing for the installation, operation, maintenance, repair, replacement, removal and relocation of Drainage Improvements, Access Improvements, Landscape Improvements and Utility Improvements in, on and under the Drainage Parcel, Access Parcel, Access Road and Landscape Parcel and to perform grading and excavation work related thereto, except that Lessee must obtain prior written approval from the City (which shall not be unreasonably conditioned, withheld, or delayed) prior to performing any such work to Drainage Improvements, Access Improvements, or the Access Road owned by the City.
- f. Staging and Construction License. The right and benefit of a temporary license providing for Lessee's use of the Drainage Parcel, Access Parcel and Landscape Parcel for temporary staging, material storage, construction trailers and parking of equipment during periods when construction is being performed on the Leased Premises, provided that the Staging and Construction License shall expire three (3) months after substantial completion of the Initial Improvements.

1.01.2. Nature of Easements and Licenses. The Easements and Licenses listed herein will run for the Lease Term except as otherwise specified. The Easement Area will continue to be used by the City for airport purposes; provided the same does not unreasonably interfere with the use and enjoyment of the Easements by Lessee. "**Easement Area**" means the Drainage Parcel, Access Parcel and Landscape Parcel.

1.01.3. Maintenance of Easement Area. City will maintain the Easement Area and existing improvements located within the Easement Area. Lessee will maintain the Drainage Improvements, Access Improvements, Landscape Improvements and Utility Improvements constructed by Lessee within the Easement Area.

1.10.4 No Barriers. Neither City nor Lessee shall construct or place walls, fences, obstacles or other barriers across the Access Area which would prevent the use or exercise of the Access Easement or the free ingress, egress and access of pedestrians and vehicular traffic over and across the Access Area; provided, however, curbs, landscaping and directional signage as may be necessary to guide and control the orderly flow of traffic may be installed. so long as the Access Area are not closed or blocked in a manner that would materially obstruct access use and passage by vehicles over the Access Area. The foregoing language prohibiting closures and barriers across the Access Area shall not apply to (i) temporary closures and/or barriers which may be reasonably necessary in connection with the construction, extension, maintenance, replacement and/or repair of the Access Area, provided that once such construction, extension, maintenance, replacement and/or repair is commenced, the same will be performed in a commercially reasonable manner to cause minimal disruption of operations by Lessee and will be diligently pursued to completion or (ii) any walls, fences, or other barriers that the City has determined, in its reasonable discretion, are necessary for the City to comply with federal security regulations.

1.01.5 Use of Easements and Licenses. The Easements and Licenses granted in Section 1.01.1 shall be for the sole benefit of the Lessee, provided, however, that Lessee may grant the benefit of the Access Easement to the other occupants of the Leased Premises for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof; but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. The Easement Areas are granted for said use for the Lease Term, except as otherwise specified. Further, Lessee may grant the right to use the Easements to governmental or

quasi-governmental authorities or to public utilities for service to the Easement Area and / or Leased Premises.

1.01.6 Documentation of Easements. During the Due Diligence Period, City will execute separate easement and license agreements to document the Easements and Licenses containing the terms as provided herein and otherwise in form and substance approved by City and Lessee; provided, the separate documentation of the Easements is not necessary to establishing the Easements.

1.01.7 Incorporation of Easement Area. The Parties agree that the Easement Area is not part of the Leased Premises, and Lessee shall only use the Easement Area for the purposes set forth in the Easements and Licenses and for no other purposes, even if such purposes are permitted on the Leased Premises. Notwithstanding the previous sentence and anything else in the Lease to the contrary, the term “Leased Premises” shall be read to include the Easement Area in the following Sections and Articles, and the Parties’ rights and obligations shall apply to the Easement Area in the same manner as the Leased Premises:

- a. Section 4.08 (Prohibited Uses);
- b. Article 6 (Environmental Considerations), *except for* Section 6.02 (Environmental Baseline Investigation) and as modified by new Section 6.01 E. as to the Easement Area;
- c. Sections 7.02, 7.03, 7.04, 7.05 (pertaining to construction);
- d. Sections 8.04, 8.05, 8.06, 8.07, 8.08, 8.09, 8.10 and 8.11 (pertaining to Taking);
- e. Sections 9.05, 9.06, 9.07, and 9.08 (pertaining to protection of the Airport);
- f. Article 10 (Insurance), *except for* Section 10.C (pertaining to Aircraft Liability);
- g. Article 11 (Indemnity);
- h. Article 12 (Utilities);
- i. Article 13 (Signs);
- j. Article 16 (Default and Remedies);
- k. Section 19.05 (Inspection by City); and
- l. Section 19.18 (Non-Discrimination)

Section 1.04. The first sentence of Section 1.04 shall be deleted in its entirety and replaced with the following:

“The “**Due Diligence Period**” will expire on the day following satisfaction of the Conditions provided below.”

Section 1.05. **The following is added as a new Section 1.05:**

1.05 Conditions. This Lease is subject to the following “**Conditions**”:

- a. **Plans.** Approval of all plans for Initial Improvements required under Sections 7.01, 7.02, and 7.03 of the Lease (the “**Plans**”), including any removal of existing improvements (“**Removal Work**”) as reflected by the plans submitted. Removal Work shall include the removal and disposal (in the manner determined by Lessee) of the Removal Buildings described in Exhibit A-6, attached hereto (“**Removal Buildings**”).
- b. **Permits.** Lessee obtaining, after expiration of all applicable appeal periods, all permits, variances, special use permits, licenses, permissions, approvals or other

authorizations (collectively called "**Permits**") necessary for the Removal Work, construction of the Initial Improvements and operation of a Commercial Fixed Base Operation, including, but not limited to any Permitted Aviation Activities and Services under this Lease (the "**FBO Operations**"), built according to Lessee's plans and specifications along with access to Airport runway facilities.

- c. **Evidence of Title:** Issuance of a TLTA Owner's Policy of Title Insurance (Form T-1) along with a Leasehold Owner's Policy Endorsement (Form T-4) or other policy type sufficient to meet the needs of Lessee from a title company acceptable to Lessee with a policy amount of not less than the estimated cost to be expended by Lessee for the Removal Work and Initial Improvements along with any additional amounts required by Lessee or by law or the title insurer, which policy will provide the Lessee as insured with extended coverage, insuring Lessee's leasehold interest in the Leased Premises and rights in the Easements and include the following endorsements (T-19.1; T-23; T-36.1 and T-25) and be subject only to the exceptions approved in writing by Lessee.
- d. **Title Objections.** Lessee has received the Commitments for Title Insurance on TLTA form T-7 issued by Fidelity National Title Insurance Company through WestStar Title ("**Title Company**") (a) issued March 29, 2023, effective March 17, 2023, and (b) issued August 24, 2023, effective March 17, 2023, under GF 211812-COM (collectively the "**Commitment**"). Based on the Commitment, Lessee delivered a Title and Survey Objection Letter dated August 22, 2023 (the "**Objection Letter**"). During the Due Diligence Period, Lessee agrees to take the following actions with respect to the Commitment and Objection Letter:
 - i. Warranty Deed from Clarence Scharbauer to the City of Midland recorded July 2, 1941 recorded in Volume 69, Page 574, Real Property Records of Midland County, Texas conveying Part of Sections 4, 5, 8 and 9, Block 40 T-2-S, containing 487.8 acres, more or less; to be used in connection with Midland Airport and U.S. Government as a twin engine school and bombardment training school, as part of the government defense program.
 - a. Obtain a Surface Waiver for the Leased Premises and Easement Area with respect to the mineral rights reserved;
 - b. Obtain an estoppel and / or waiver from Grantor under the above Deed as to the right of reversion.
 - ii. Warranty Deed dated March 22, 1947, recorded in Volume 96, Page 3, Real Property Records of Midland County, Texas, from Ruth Scharbauer et al as Grantor to The City of Midland as Grantee conveying a 5 separate Tracts described by metes and bounds; rents to be reserved to Grantor under Leases on property with the U.S. Government.
 - a. Obtain a Surface Waiver for the Property with respect to the mineral rights reserved;

- b. Terminate Lease Contract W-359- ong – 3899, dated December 18, 1941, recorded, in Volume 72, Page 241, Deed Records of Midland County, Texas.
 - c. Terminate Lease Contract W-359- ong – 4214, dated March 24, 1942, recorded, in Volume 72, Page 459, Deed Records of Midland County, Texas.
 - iii. Lease dated November 29, 2005, recorded in Volume 2775, Page 30, Real Property Records of Midland County, Texas, between The United States of America Department of Transportation Federal Aviation Administration as Lessee and Scharbauer Brothers & Co., a Texas corporation as Lessor creating easement for use as a Radar and Surveillance site.
 - a. Terminate the above lease.
 - iv. Provide Tax certificate showing current status of Taxes, exceptions and exemptions.
 - v. Provide affidavits to the Title Company confirming that, to the best of City's knowledge, there are no unrecorded leases or mineral reservations affecting the Leased Premises or Easement Area.
 - vi. Release the Leased Premises and Easement Area from all blanket easements shown on the Plats including the Leased Premises and Easement Area; provided, however, that Lessee shall provide City with a metes and bounds description of the portion of the Leased Premises and Easement Area for which City shall retain an easement for ingress and egress for garbage and trash collection and the location and maintenance of trash containers.
 - vii. Release Designated Drill Site located within the Easement Area.
 - viii. Release Twenty (20) foot x Twenty (20) foot Water Well Easement on any portion of the Leased Premises or Easement Area.
 - ix. Release all blanket easements affecting the Leased Premises or Easement Area or obtain a stipulation as to location of any blanket easements and a waiver of any surface rights by the current holders of any of the easements. Note: If location of easement when stipulated impacts the use and development of the Leased Premises or Easement Area, obtain a release from the holder as to the portion impacting the Leased Premises or Easement Area.
 - x. Deed of Water Rights and Easement to the City of Midland, recorded in Volume 93, Page 444, Deed Records, Midland County, Texas from Ruth Scharbauer, et al to The City of Midland, with the exclusive right, privilege and authority to investigate, explore, prospect, drill, develop and operate the land for the production of water and to construct and maintain dams, reservoirs, tanks, roads, pump stations, power stations, fences around the

facilities for producing, storing, conserving, and handling water, and to lay, construct and maintain, inspect, erect, operate and remove such pipe lines for handling and transporting said water and the accompanying telephone, telegraph and electric power lines under, upon, over and across the land with ingress and egress. Reservation to Scharbauer of right to use water from any wells for livestock purposes.

- i. Obtain a waiver of Surface Rights applicable to the Leased Premises or Easement Area.
- xi. Drill sites retained in Deed from Clarence Scharbauer, Jr. et al to the City of Midland, recorded in Volume 377, Page 59 Official Records of Midland County, Texas between Clarence Scharbauer, Jr. et al and the City of Midland, in reference to Scharbauer owning the mineral interests and the City owning the surface rights to the land; Scharbauer is allowing City to have access to drilling sites and to retain drilling sites on a different portion of the land; Amended in Volume 696, Page 804, Deed Records of Midland County, Texas, between Clarence Scharbauer Jr. et al and the City of Midland, wherein they are substituting a "Tract B"; Amendment to Drill Site Agreement recorded in Volume 2471, Page 377, Official Records of Midland County, Texas between Clarence Scharbauer, Jr. et al and the City of Midland, wherein "Tract C" is deleted from the total agreement.
 - i. Obtain a release of any Drill Sites located on the Leased Premises or Easement Area.
- xii. Terms, conditions and provisions contained in Surface Use Agreement, by and between the City of Midland, and HEP Fin-Tex/Trust River, LP, as referred to in Memorandum of Surface Use Agreement, dated April 29, 2020, recorded under Clerk's File No. 2020-12511, Official Records of Midland County, Texas between the City of Midland, Texas and HEP FIN-TEX/Trust River, L.P. in reference to a Surface Use Agreement dated April 29, 2020 between the parties for which it provides the terms that HEP may drill and/or maintain monitoring wells, recovery wells, air sparge wells, and other remediation wells and maintain and install the Associated Facilities for purposes of tracking a spill of gasoline and diesel fuel from HEP pipeline.
 - i. Obtain a waiver of any Surface Rights applicable to the Leased Premises or Easement Area.
- e. **Access:** Lessor has confirmed that Wright Drive is publicly dedicated right of way.
- f. **CAF.** The agreement with the Commemorative Air Force (the "CAF") is amended to clearly define the CAF Premises by metes and bounds and confirmation that the CAF Premises is not included in the Leased Premises, Option Premises or Easement Area. Once amended, Exhibit D to this Lease will be replaced with the metes and bounds description of the CAF Premises.

Section 1.06 **Satisfaction of Conditions.** In the event that Lessee has commenced construction of its building and improvements on the Leased Premises, said commencement being defined as

the pouring of Lessee's footings for Lessee's proposed buildings within the Leased Premises, Lessee shall be deemed to have waived its right to terminate this Lease solely for the Conditions, and the Conditions shall be deemed satisfied as of the date of such commencement of construction. Lessee may terminate this Lease at any time prior to (i) satisfaction of the Conditions by written waiver of the Conditions delivered to City or (ii) deemed satisfaction of the Conditions. If, within twelve (12) months from the Fourth Amendment Effective Date, Lessee fails to (i) deliver written notice of waiver or satisfaction of the Conditions, (ii) deliver written notice of termination, or (iii) commence construction, the City shall have the right but not the obligation to terminate this Lease upon ninety (90) days' written notice to Lessee ("**City Conditions Termination**"). The City Conditions Termination shall not become effective if, within such ninety (90) day period, (i) the Conditions are deemed satisfied as set forth herein, or (ii) Lessee delivers written notice of waiver or satisfaction of the Conditions.

Section 2.01. **The first sentence of Section 2.01 is deleted and replaced with the following:**

The "**Original Term**" of this Lease shall commence at 12:01 a.m. on the day following the later of: (a) expiration of the Due Diligence Period; or (b) satisfaction of the Conditions (the "**Commencement Date**"), and continue until 11:59 p.m. on the date that is twenty (20) Lease Years after the Commencement Date (the "**Expiration Date**") unless the Lease Term is extended pursuant to Section 2.02 or is earlier terminated as provided in this Lease, in which case, the last day of the Renewal Term or earlier termination term shall be the Expiration Date.

Section 3.01. **Section 3.01 is deleted in its entirety and replaced with the following:**

3.01 Base Annual Rent: Beginning on the Rent Commencement Date and thereafter during the Lease Term, Lessee shall pay to City an amount of Fifteen Cents (\$0.15) per square foot for the 43,036 square feet of the Improved Property and Three Cents (\$0.03) per square foot for an initial 119,177 square feet of the Unimproved Property and 42,210 square feet of the Fueling Property totaling \$11,297.01 Dollars ("**Base Annual Rent**") for each Lease Year and each twelve (12) calendar month period during any holdover tenancy permitted by City after the Expiration Date at the times and in the manner set forth in Section 3.02 subject to the adjustments set forth in Sections 3.03 and 3.07. The "**Rent Commencement Date**" shall be the earlier of (i) the first day of the month following the Date of Beneficial Occupancy of the Leased Premises; or (ii) twenty-four (24) months from the Commencement Date, whichever is sooner. For the purposes of Section 3.01, the "**Date of Beneficial Occupancy**" means the date when Lessee opens any portion of its business on the Leased Premises to the public.

Section 6.01. **The following is added as a new Section 6.01 E.**

E. Notwithstanding anything in the Lease to the contrary, as to the Easement Area, Lessee will only be responsible for Lessee Caused Environmental Condition on the Easement Area. "Lessee Caused Environmental Condition on the Easement Area" means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Easement Area of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under applicable laws, and the presence of which Lessor demonstrates were introduced by Lessee after the Commencement Date.

Exhibits:

Exhibit A to the Lease is deleted and replaced with Exhibit A attached to this Fourth Amendment.

Exhibits A-1 through Exhibits A-6 are added to the Lease and incorporated in the Lease by reference.

Exhibit F to the Lease is deleted and replaced with Exhibit F attached to this Fourth Amendment.

2. **City Use of Leased Premises during Due Diligence Period.** The City may enter into one (1) short term hangar agreement (“**Hangar Agreement**”) for the George H.W. Bush hangar (“**GHW Hangar**”) located on the Leased Premises with one third party only (“**Hangar Tenant**”) during Lessee’s Due Diligence Period. All rent under the Hangar Agreement shall be retained by the City. The City shall submit the Hangar Agreement to Lessee for its review and approval which will not be unreasonably withheld. The Hangar Agreement shall include but not be limited to insurance (including additional insured coverage) and indemnification provision for the benefit of the City and Lessee. Notwithstanding anything to the contrary herein, the Hangar Tenant shall vacate the Hangar Premises ten (10) days a) prior to the end of the Due Diligence Period; or b) after receipt of notice to vacate from Lessee to Lessor. The intent of this provision is to allow the City to use the Hangar while Lessee completes its Due Diligence; provided however, nothing herein shall allow the Hangar Tenant to remain in the GHW Hangar after expiration of the Lessee’s Due Diligence Period nor shall anything contained herein be deemed a waiver of Lessee’s Due Diligence Period or waiver of any Conditions.

3. **Other Time Periods.** All other time periods contained in the Lease which are tied to or related to the Due Diligence Period will be calculated based upon the new Due Diligence Period referenced in this Fourth Amendment.

4. **Recitals.** The recitals set forth above are not mere recitals of fact but are incorporated into this Fourth Amendment by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Fourth Amendment.

5. **Successors and Assigns.** The terms of this Fourth Amendment will be binding upon and inure to the benefit of the successors and assigns of Lessor and Lessee.

6. **Capitalized Terms.** All initial capitalized terms used in this Fourth Amendment are intended to have the same meaning as such initial capitalized terms used in the Lease and vice versa.

7. **Remainder of Lease Unaffected.** Except as expressly amended hereby, the remainder of the Lease shall be unaffected, and the obligations and rights of the Lessor and Lessee under the Lease will remain as provided therein.

9. **Approval and Ratification by City.** This Fourth Amendment will be subject to any required approval and / or ratification by the City, to give effect to this Fourth Amendment (“**City Approval**”). Execution of this Fourth Amendment by Lessee, with or without the joinder of the City and without receiving any City Approval is delivery of the Due Diligence Termination Notice by Lessee as of April 30, 2024; subject to receiving any required City Approval giving effect to this Fourth Amendment. If the City executes this Fourth Amendment and obtains any City Approval within thirty (30) days after the Fourth Amendment Effective Date, the Due Diligence Termination Notice will be deemed retroactively withdrawn by Lessee without further action from Lessee. Once the City receives City Approval, City will notify Lessee in writing.

10. **ESIGN.** This Fourth Amendment may be executed in counterparts, and it is not necessary that signatures of each party appear on the same counterpart, but such counterparts together will constitute a single binding agreement by and between the parties. Counterparts may be executed by hand or by any electronic signature complying the U.S. federal ESIGN Act of 2000, as amended (the “***ESIGN Act***”). Executed counterparts may be delivered via facsimile, electronic mail or other similar transmission method, and any executed counterpart so delivered shall be valid and effective for all purposes. No party shall raise the use of any electronic signature that complies with the ESIGN Act (including www.docusign.com), or the use of a facsimile machine, electronic mail or other similar transmission method as a means to deliver a signature to this Fourth Amendment or any amendment hereto as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

[Signature pages follow]

IN WITNESS WHEREOF, Lessor and Lessee have signed this Fourth Amendment to be effective as of the day and year first above written.

LESSEE:

THE CITY OF MIDLAND, TEXAS

By: _____
Lori Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

[Lessee signature on following page]

LESSEE:

FRANKLIN MOUNTAIN AVIATION MAF, LLC,
a Texas limited liability company

By: _____
William Kell, Chief Operating Officer

EXHIBIT A
Improved Property

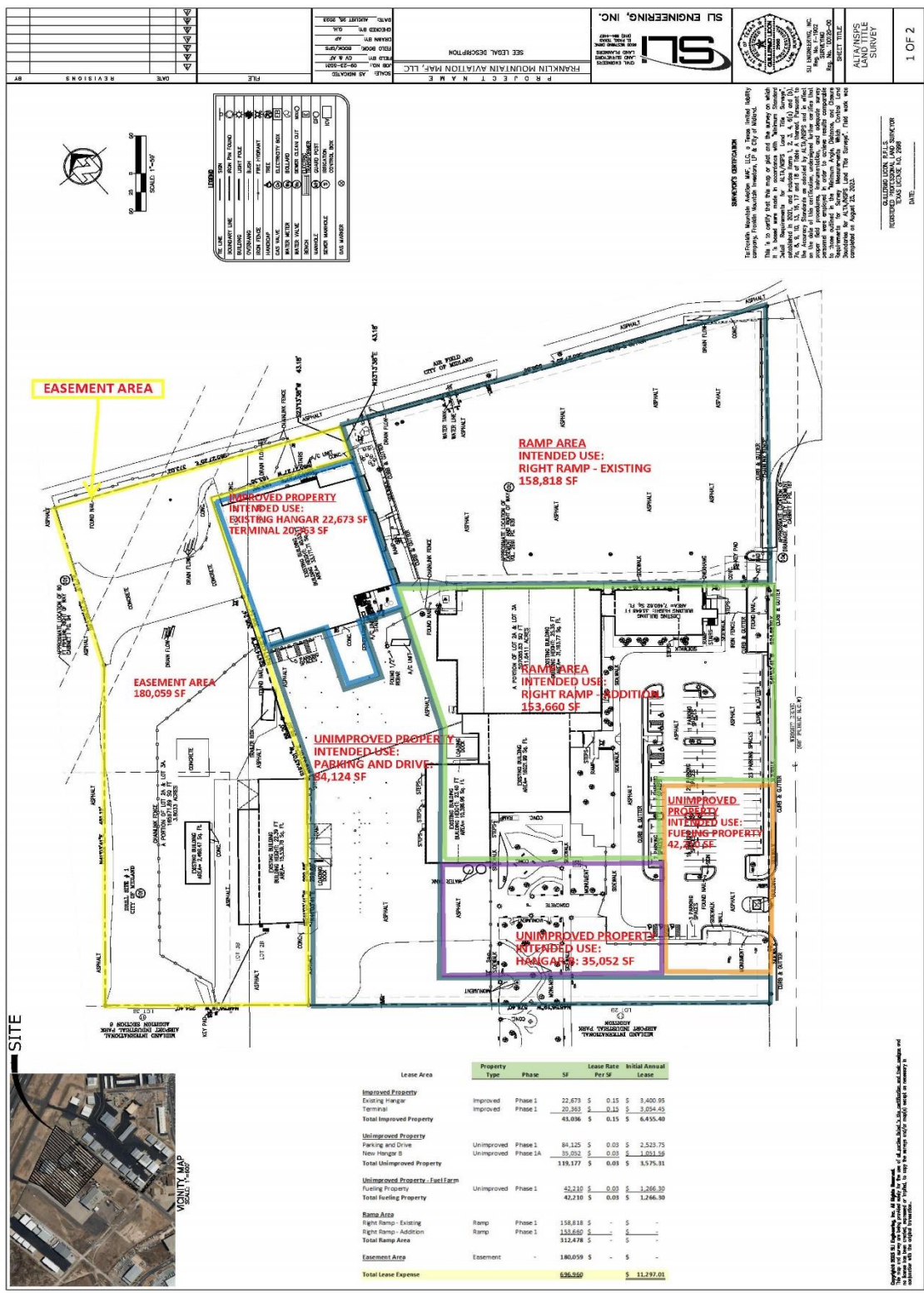


EXHIBIT A-1
Legal Description of Leased Premises
METES AND BOUNDS
MIDLAND AIRPORT
LEASED PREMISES

PARCEL 1: Leasehold estate created by that certain Lease between the City of Midland (Lessor) and Franklin Mountain Aviation MAF, LLC (Lessee) as evidenced by Memorandum of Lease dated ____, 2023, filed ____, 2023, under Volume __, Page ____, Deed Records of Midland County, Texas, covering 11.6411 acres of land containing certain buildings and improvements, including all fixtures, apparatus, and equipment situated therein, located at the Airport, and being more particularly described as a portion of Lot 2A, Block 11, Midland International Airport Industrial Park, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet F, Page 187, of the Plat Records of Midland County, Texas.

PARCEL 2:

A portion Lot 3B, Block 11, Midland International Airport Industrial Park Addition, Section 6, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet I, Page 94, of the Plat Records of Midland County, Texas.

said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, North 48°56'19" West, a distance of 576.40 feet to a point;

THENCE, North 41°03'41" East, a distance of 299.68 feet to a point;

THENCE, North 19°43'01" East, a distance of 86.20 feet to a point;

THENCE, North 24°14'02" East, a distance of 306.24 feet to a point;

THENCE, South 65°27'27" East, a distance of 183.35 feet to a point;

THENCE, North 23°13'38" East, a distance of 43.18 feet to a point;

THENCE, South 65°27'25" East, a distance of 556.86 feet to a point;

THENCE, South 41°03'41" West, a distance of 924.66 feet to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 507,085.83 Sq. Ft. (11.6411 Acres) of land, more or less.

EXHIBIT A-2
Legal Description of Drainage Parcel

Easement Estate in and to a portion of Lot 3B, Block 11, Midland International Airport Industrial Park Addition, Section 6, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet I, Page 94, of the Plat Records of Midland County, Texas.

said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, North 48°56'19" West, a distance of 254.40 feet to a point;

THENCE, North 41°03'41" East, a distance of 451.12 feet to a point;

THENCE, North 24°52'47" East, a distance of 217.79 feet to a point;

THENCE, South 65°27'25" East, a distance of 373.02 feet to a point;

THENCE, South 23°13'38" West, a distance of 43.18 feet to a point;

THENCE, North 65°27'27" West, a distance of 183.35 feet to a point;

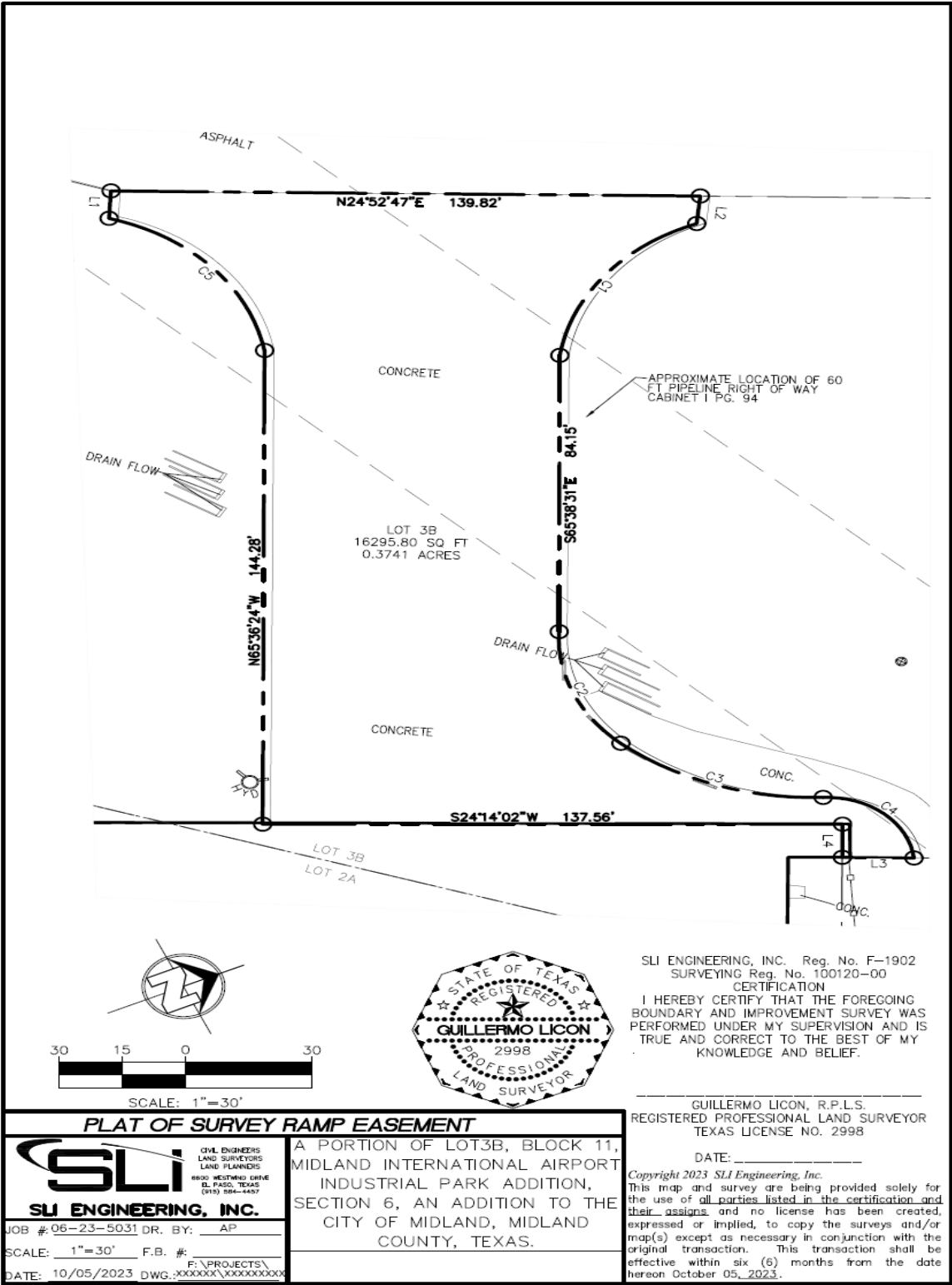
THENCE, South 24°14'02" West, a distance of 306.24 feet to a point;

THENCE, South 19°43'01" West, a distance of 86.20 feet to a point;

THENCE, South 41°03'41" West, a distance of 299.68 feet to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 165,671.89 Sq. Ft. (3.8033 Acres) of land, more or less.

EXHIBIT A-3
Access Parcel



**METES AND BOUNDS
RAMP EASEMENT**

A portion of Lot 3B, Block 11, Midland International Airport Industrial Park Addition, Section 6, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet 1, Page 94, of the Plat Records of Midland County, Texas.

said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, North 24°52'47" East, a distance of 139.82 feet to a point;

THENCE, South 60°07'04" East, a distance of 8.46 feet to a point for a curve;

THENCE, 54.18 feet along the arc of a curve to left, having a radius 50.75 feet, a central of 61°09'50" and a chord which bears South 26°46'54" East, a distance of 51.64 feet to a point;

THENCE, South 65°38'31" East, a distance of 84.15 feet to a point for a curve;

THENCE, 38.34 feet along the arc of a curve to left, having a radius 42.03 feet, a central of 52°15'53" and a chord which bears South 89°05'26" East, a distance of 37.02 feet to a point for a curve;

THENCE, 51.86 feet along the arc of a curve to left, having a radius 71.50 feet, a central of 41°33'20" and a chord which bears North 43°10'17" East, a distance of 50.73 feet to a point for a curve;

THENCE, 31.29 feet along the arc of a curve to right, having a radius 20.72 feet, a central of 86°32'26" and a chord which bears North 64°47'52" East, a distance of 28.40 feet to a point;

THENCE, South 25°00'18" West, a distance of 17.00 feet to a point;

THENCE, North 65°27'27" West, a distance of 10.06 feet to a point;

THENCE, South 24°14'02" West, a distance of 137.56 feet to a point;

THENCE, North 65°36'24" West, a distance of 144.28 feet to a point for a curve;

THENCE, 57.64 feet along the arc of a curve to left, having a radius 50.71 feet, a central of 65°07'18" and a chord which bears South 71°42'39" West, a distance of 54.58 feet to a point;

THENCE, South 62°31'20" East, a distance of 8.39 feet to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 16,295.80 Sq. Ft. (0.3741 Acres) of land, more or less.



SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING
BOUNDARY AND IMPROVEMENT SURVEY WAS
PERFORMED UNDER MY SUPERVISION AND IS
TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

Copyright 2023 SLI Engineering, Inc.
This map and survey are being provided solely for
the use of all parties listed in the certification and
their assigns, and no license has been created,
expressed or implied, to copy the surveys and/or
map(s) except as necessary in conjunction with the
original transaction. This transaction shall be
effective within six (6) months from the date
hereon October 05, 2023.

PLAT OF SURVEY RAMP EASEMENT



JOB # 06-23-5031 DR. BY: AP
SCALE: 1"=30' F.B. 
DATE: 10/05/2023 DWG. XXXXXXXX\XXXXXXXXXX
F:\PROJECTS\

A PORTION OF LOT3B, BLOCK 11,
MIDLAND INTERNATIONAL AIRPORT
INDUSTRIAL PARK ADDITION,
SECTION 6, AN ADDITION TO THE
CITY OF MIDLAND, MIDLAND
COUNTY, TEXAS.

EXHIBIT A-4
Access Road



PLAT OF SURVEY ALLOW LANDSCAPING EASEMENT

A PORTION OF LOT 3B & 2A,
BLOCK 11, MIDLAND
INTERNATIONAL AIRPORT
INDUSTRIAL PARK ADDITION,
SECTION 6, AN ADDITION TO THE
CITY OF MIDLAND, MIDLAND
COUNTY, TEXAS.

SU ENGINEERING, INC., Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING
BOUNDARY AND IMPROVEMENT SURVEY WAS
PERFORMED UNDER MY SUPERVISION AND IS
TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.,
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: _____
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original transaction. This transaction shall be
effective within six (6) months from the date
hereon October 05, 2023.

LINE TABLE		
LINE	LENGTH	BEARING
L6	17.001	S25°00'18.43"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C6	20.72'	11.22'	5.75'	11.08'	N87°26'32"W	31°01'15"

LEGEND		
TIE LINE	—————	SIGN
BOUNDARY LINE	—————	IRON PIN FOUND
BUILDING	—————	LIGHT POLE
OVERHANG	-----	BUSH
IRON FENCE	—o—o—o—	FIRE HYDRANT
HANDICAP	⊙	TREE
GAS VALVE	(Gv)	ELECTRICITY BOX
WATER METER	(Wm)	BOLLARD
WATER VALVE	(Wv)	SEWER CLEAN OUT
BENCH	=====	ELECTRIC TRANSFORMER
MANHOLE	(MH)	GUARD POST
SEWER MANHOLE	(S)	IRRIGATION CONTROL BOX
GAS MARKER	⊗	

- NOTES:**
1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
 2. SET $\frac{1}{2}$ " IRON WITH SLI CAP STAMPED TX2998 ON ALL PROPERTY CORNERS UNLESS OTHERWISE INDICATED.
 3. DEED REFERENCE INSTRUMENT No. N/A
 4. THIS PLAT OF SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

BASIS OF BEARING:
THE BEARINGS SHOWN HEREON ARE BASED ON THE MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

VERTICAL AND HORIZONTAL DATUM:
VERTICAL AND HORIZONTAL DATUM IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (NAVD88).



SU ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

Copyright 2023 SLI Engineering, Inc.
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SLI ENGINEERING, INC.
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
DEED RECORDING OFFICE
8,745 S. TEXAS
(817) 560-4457

PLAT OF SURVEY ALLOW LANDSCAPING EASEMENT

A PORTION OF LOT 3B & 2A,
BLOCK 11, MIDLAND
INTERNATIONAL AIRPORT
INDUSTRIAL PARK ADDITION,
SECTION 6, AN ADDITION TO THE
CITY OF MIDLAND, MIDLAND
COUNTY, TEXAS.

JOB # 06-23-5031 DR. BY: AP

SCALE: 1"=30' F.B. #

DATE: 10/05/2023 DWG. XXXXXXX\XXXXXXX

METES AND BOUNDS
ALLOW LANDSCAPE EASEMENT

A portion of Lot 3B & 2A, Block 11, Midland International Airport Industrial Park Addition, Section 6, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet 1, Page 94, of the Plat Records of Midland County, Texas.

said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, North 24°14'02" East, a distance of 30.31 feet to a point;

THENCE, South 65°27'25" East, a distance of 182.59 feet to a point;

THENCE, South 23°13'38" West, a distance of 43.18 feet to a point;

THENCE, North 65°27'27" West, a distance of 173.28 feet to a point;

THENCE, South 25°00'18" West, a distance of 17.00 feet to a point for a curve;

THENCE, 11.22 feet along the arc of a curve to left, having a radius 20.72 feet, a central of 31°01'15" and a chord which bears North 87°26'32" West, a distance of 11.08 feet to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 7740.32 Sq. Ft. (0.1777 Acres) of land, more or less.



SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING
BOUNDARY AND IMPROVEMENT SURVEY WAS
PERFORMED UNDER MY SUPERVISION AND IS
TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

GUILLERMO UCON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

Copyright 2023 SLI Engineering, Inc.
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their agents and no license has been created,
expressed or implied, to copy the surveys and/or
map(s) except as necessary in conjunction with the
original transaction. This transaction shall be
effective within six (6) months from the date
hereon October 05, 2023.

PLAT OF SURVEY ALLOW LANDSCAPING EASEMENT	
 SLI ENGINEERING, INC. D.A. BARNES LAND SURVEYORS AND PLANNERS 2000 WESTERN DRIVE EL PASO, TEXAS (915) 344-1337	A PORTION OF LOT 3B & 2A, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.
JOB # 06-23-5031 DR. BY: AP	
SCALE: 1"=30' F.B. #	
DATE: 10/05/2023 DWG.: 00000000000000000000	

PAGE 3 OF 3

EXHIBIT A-6 Removal Buildings

Everything will be demolished except for the existing hangar attached to the George H.W. Bush Commemorative Center.

- Concrete hangar ramp to remain
- Existing paved ramp to remain

X Demolished and Removed

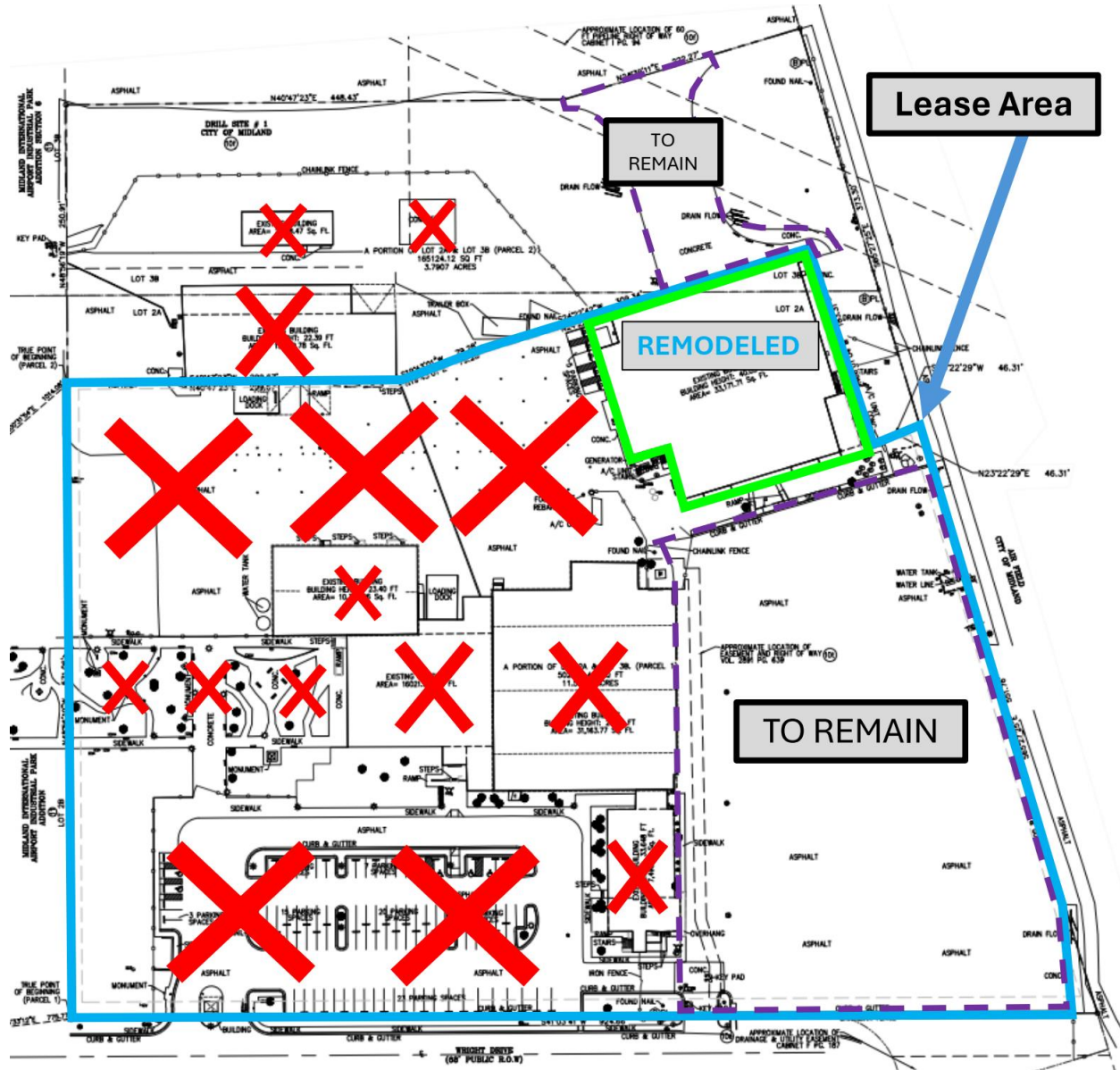


EXHIBIT F

Schedule of Construction

ID	Task Name	Duration	Start	Finish	Predecessors
1	BUILDING/MANICAR				
2	start project	0 days	Mon 3/21/23	Mon 3/21/23	
3	lease negotiations	176 days	Tue 7/26/22	Tue 3/28/23	2
4	due diligence	258 days	Thu 3/30/23	Sat 3/23/24	3
5					
6	DESIGN				
7	owner authorized early start 1 day		Wed 3/21/22	Wed 3/21/22	
8	programming	20 days	Tue 10/18/22	Mon 11/4/22	7
9	OWNER APPROVAL	5 days	Tue 11/15/22	Mon 11/21/22	8
10	schematic design	30 days	Wed 3/29/23	Tue 5/9/23	9
11	OWNER APPROVAL	5 days	Wed 5/10/23	Tue 5/16/23	10
12	design development	150 days	Wed 5/17/23	Tue 12/12/23	11
13	OWNER APPROVAL	5 days	Wed 12/13/23	Tue 12/19/23	12
14	construction documents	90 days	Wed 12/20/23	Mon 4/22/24	13
15	CITY OF MIDLAND				
16	City of Midland approval	20 days	Tue 4/23/24	Mon 5/20/24	14
17	City of Midland permitting	20 days	Tue 4/23/24	Mon 5/20/24	16
18					
19	CONSTRUCTION				
20	price construction doc	15 days	Tue 4/23/24	Mon 5/13/24	17
21	review bids	5 days	Tue 5/14/24	Mon 5/20/24	20
22	issue contract	10 days	Tue 5/21/24	Mon 6/3/24	21
23	construction	300 days	Tue 6/4/24	Mon 7/28/25	22
24	FUEL PAAAM	1 day?	Wed 3/21/22	Wed 3/21/22	23
25	DESIGN				
26	design contract	40 days	Wed 3/29/23	Mon 6/5/23	24
27	coordinate with site	60 days	Wed 12/20/23	Tue 3/12/24	26
28	permitting	20 days	Wed 3/13/24	Mon 4/8/24	27
29	CONSTRUCTION				
30	contract negotiations	15 days	Tue 4/9/24	Mon 4/29/24	28
31	equipment procurement	125 days	Tue 4/30/24	Mon 10/21/23	29
32	equipment to site	15 days	Tue 10/22/24	Mon 11/11/24	31
33	build/test/commission	15 days	Tue 11/12/24	Mon 12/2/24	32
34	PROJECT COMPLETE	0 days	Mon 7/28/25	Mon 7/28/25	33

The Gantt chart displays the project timeline from February 6 to August 3. Key milestones include the start of the project (Mon 3/21/23), lease negotiations (Tue 7/26/22), due diligence (Thu 3/30/23), and the completion of the project (Mon 7/28/25). The chart uses color coding to distinguish between different phases: blue for Design, red for Construction, and green for other phases. The tasks are arranged in a hierarchical manner, with sub-tasks nested under main categories.

****** This date reflects lessee's estimated project completion date provided that work can commence during the due diligence period. In the event that it is not possible, the completion date may extend passed this date.



Office of the City Secretary

May 8, 2024

To: Midland City Council

From: Marcia Bentley-German, City Governance Officer/City Secretary

Re: Canvassing of the 2024 Special Election

Dear Council,

In your packet, you will see a blank resolution canvassing the May 4th election results. This resolution will be filled in once we receive the official results on May 13th from the Midland County Elections Administrator.

Sincerely,

Marcia Bentley-German
City Governance Officer/City Secretary

RESOLUTION NO. _____

**RESOLUTION CANVASSING THE RETURNS AND
DECLARING THE RESULTS OF THE MAY 4, 2024,
SPECIAL ELECTION FOR ONE CITY OFFICER**

WHEREAS, the City Officer special election was held on the 4th day of May, 2024,
for the purpose of electing a City Council Member to an unexpired At-Large term; and

WHEREAS, it is hereby found and determined that said election was held in
accordance with the authorized procedures, that notice of the election was duly given in the
form, manner, and time required by law, and that said election was in all respects legally held
and conducted in accordance with the laws of the State of Texas applicable thereto; and

WHEREAS, it is necessary for the City Council to canvass the returns of said
election and to declare the results thereof;

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

SECTION ONE. That the state of the polls in each precinct is shown in Exhibit A,
which is attached hereto and made a part hereof for all purposes.

SECTION TWO. That from the returns duly and legally made, there were
_____ valid and legal voters; and that each of the candidates in said election received
the following votes:

CITY COUNCIL MEMBER AT-

LARGE

Name	Total
James "Bull" Henry	_____
Eric Davidson	_____
John Burkholder	_____
Cheston Blank	_____
Ben Roberts	_____

SECTION THREE. That said election was duly called, notice thereof given, and held in accordance with the laws of the State of Texas governing the same; that the following named person, having received the highest number of votes cast, is declared duly elected for the remainder of an unexpired term of three (3) years, subject to their qualifying and taking the required oath.

Eric Davidson, Council Member At-Large

SECTION FOUR. That immediately upon passage of this resolution, or as soon thereafter as reasonably practical, the City Secretary is hereby authorized and directed to obtain the sworn and acknowledged statement of elected officer required by Article 16, Section 1(b) of the Constitution of the State of Texas from the duly elected individual listed in Section Three above.

SECTION FIVE. That after obtaining the statement of elected officer, as required by Section Four, the City Secretary or her designee shall administer the oath of office required by Article 16, Section 1(a) of the Constitution of the State of Texas to the duly elected individual listed in Section Three.

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 special meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



City Council Meeting

Item Number: 16
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Ron Jenkins, Oil and Gas Coordinator
Subject: RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL 11 OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 215 FEET AND 539 FEET EAST OF LAMESA ROAD AND BETWEEN 755 FEET AND 835 FEET NORTH OF LOOP 250); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS (DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Resolution approving amendments to the permits issued to Pioneer Natural Resources USA, Inc. ("Operator") to drill eleven oil and gas wells located in Section 1, Block X, H.P. Hilliard Survey, City of Midland, Midland County, Texas (Generally located between 215 feet and 539 feet east of Lamesa Road and between 755 feet and 835 feet north of Loop 250); said amendments authorizing the use of electric drive compressors. Council approved the proposed drill sites on January 23, 2018, May 15, 2019, and March 24, 2020; however, the applicant is requesting consideration of amended drilling conditions. Permits were authorized by the City Council by Resolution Nos. 2018-031; 2018-032; 2018-033; 2018-034; 2018-035; 2018-036; 2019-153; and 2020-066.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The amending condition proposed by Pioneer Natural Resources USA, Inc, is to amend the permits for the method of artificial lift to produce the wells through the use of an electric drive compressor. Currently, operator is using electric submersible pumps and have the ability to go to a rod pump and jet pump.

The amending condition proposed by Pioneer Natural Resources USA, Inc, is the ability to replace one existing and installed 1500 HP electric drive compressor with a larger 2500 HP compressor at the transfer station currently occupying compressors and separators at the site. Sound modeling report has been included. Per the Ordinance 8769 states:

L. 19. Compressors. No onsite compressor used to “lift gas” shall be used. No compressor of any type shall be used. In the event Operator determines the use of such compressor is necessary, a detailed plan shall be submitted by Operator to the City Council for considerations. An on-site compressor plan shall include the following information:

- a. The physical size of compressor;
- b. The power source of the compressor;
- c. The horsepower of the compressor;
- d. The noise of the compressor; and
- e. The manufacturer of the compressor.

No compressor of any type shall be use unless a plan is approved by the City Council.

This request is for the use of a larger electrical compressor and not a diesel engine drive compressor.

Pioneer Natural Resources identifies the installation of two electric drive compressors being approximately 42 feet long and 26 feet wide and 16 feet high with one being the addition of a 2500 hp compressor manufactured by Enerflex, TOPS is the rental service provider.

Per the Hogan Satellite Pad Noise Modeling Report from Behrens and Associates, Inc. dated November 29, 2023- Page 14, 4. Conclusion, states “Generally, 3 dB(A) or less incremental noise increase is considered to be below the threshold of perception. The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.”

The mitigation model includes the current installation consisting of approximately 200 linear feet of 16-foot-high, and 25ft. Sound Transmission Class (STC) 40 permanent acoustical barrier wall installed on all four sides of the compressors with ducted silencers installed on the cooling fans. Layout for the model is page 7, Figure 3-3 of report.

Pioneer is the surface owner around the Hogan Satellite pad for a very large area and has included three letters of support from the nearest surface owners to the South and the North.

The amending for the use of electric driven compressors has been allowed previously to Pioneer (May 2022), Endeavor (December 2019) and Diamondback (April 2022).

Attachments: Letter of request including (location diagram, schematics, sound study, neighboring support letters), location map.

Frederick D. Out

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) TO DRILL 11 OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 215 FEET AND 539 FEET EAST OF LAMESA ROAD AND BETWEEN 755 FEET AND 835 FEET NORTH OF LOOP 250); SAID AMENDMENTS AUTHORIZING THE USE OF ELECTRIC DRIVE COMPRESSORS

WHEREAS, the City Council previously approved the issuance of the permits referenced in the caption hereof to Operator to drill the following oil and gas wells within the City limits:

Hogan 1-25-A-2601H; Hogan 1-25-25B-2803H; Hogan 1-25B-4203H; Hogan 1-25B-4303H; Massey Unit A 2809H; Massey Unit A 4209H; Massey Unit A 4309H; Massey Unit 2415H; Massey Unit 2813H; Massey Unit 4213H; and Massey Unit 4313H; and

WHEREAS, the City Council finds it to be in the public interest to approve amendments to said permits;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a document amending said permits. Said amendment document shall be in a form substantially similar to that attached hereto as Exhibit “A”, which is incorporated herein for all legal purposes.

SECTION TWO. That all other terms and conditions of said permits shall remain in full force and effect.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective May 14, 2024, by and between the City of Midland, Texas, a home-rule municipal corporation (the “City”), and Pioneer Natural Resources USA, Inc. (“Operator”).

WHEREAS, the City previously issued those certain Oil and Gas Well Permits dated January 23, 2018; May 15, 2019; and March 24, 2020 (collectively, the “Permits”) to Operator to drill the following oil and gas wells within the city limits: Hogan 1-25-A-2601H; Hogan 1-25-25B-2803H; Hogan 1-25B-4203H; Hogan 1-25B-4303H; Massey Unit A 2809H; Massey Unit A 4209H; Massey Unit A 4309H; Massey Unit 2415H; Massey Unit 2813H; Massey Unit 4213H; and Massey Unit 4313H; and

WHEREAS, the Permits were authorized by the City Council by Resolution Nos. 2018-031, 2018-032, 2018-033, 2018-034, 2018-035, 2018-036, 2019-153, and 2020-066; and

WHEREAS, the Permits have been in full force and effect since their effective dates and have not been allowed to lapse; and

WHEREAS, Operator has requested that the City approve certain amendments to the Permits;

W I T N E S S E T H:

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

ARTICLE I.

Each of the Permits is hereby amended by inserting the following paragraph:

The Midland City Council, in granting this permit, also allows the use of an electric drive compressor with permanent acoustical barriers that have a Sound Transmission Class rating of 40 located on the north, south and west sides of the pad as an additional production method; provided, however, that the noise level is to be tested at the time of installation of the electric drive compressor and annually thereafter by a qualified third-party inspector to verify that the noise level 123 feet from the edge of the Hogan Transfer Station pad is less than or equal to 3 dBA greater than the ambient noise level. The results of each test shall be submitted to the City within five business days following the conclusion of the test. If noise exceeds the aforementioned level, the wells shall be immediately shut in,

and production shall not resume unless production is achieved while maintaining a noise level that does not exceed the aforementioned level.

ARTICLE II.

The Permits, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with their provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By: _____
Lori Merritt Blong, Mayor

ATTEST:

Maria Bentley-German, City
Governance Officer/City Secretary

PIONEER NATURAL RESOURCES USA, INC.

By: _____
Laura Wallace,
Senior Staff Regulatory Specialist

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____,
20____, by Laura Wallace, Senior Staff Regulatory Specialist of Pioneer Natural
Resources USA, Inc., on behalf of Pioneer Natural Resources USA, Inc.

Notary Public – State of Texas

PIONEER

NATURAL RESOURCES

April 25, 2024

City of Midland
Attention: Ron Jenkins
Oil & Gas Coordinator
300 N. Loraine
Midland, Texas 78701

Re: Application for Oil & Gas Variance for the use of Compressors

Dear Mr. Jenkins,

Pioneer Natural Resources USA, Inc. respectfully requests a variance for the below referenced wells / permits in order to use the Hogan Transfer Station to place and operate two electric drive compressors within the City of Midland. Well information can be found below:

Well Name	Permit Date	Permit Resolution	Name Change Resolution	Pump Type Resolution
Hogan 1-25-A 2601H	03/24/2020	2020-066		
Hogan 1-25B 2803H	01/23/2018	2018-032	2018-347	2021-145
Hogan 1-25B 4203H	01/23/2018	2018-034	2018-346	2021-145
Hogan 1-25B 4303H	01/23/2018	2018-036	2018-349	2021-145
Massey A Unit 2809H	05/14/2019	2019-153		
Massey A Unit 4209H	05/14/2019	2019-153		2021-145
Massey A Unit 4309H	05/14/2019	2019-153		2021-145
Massey Unit 2415H	03/24/2020	2020-066		
Massey Unit 2813H	01/23/2018	2018-031		
Massey Unit 4213H	01/23/2018	2018-033	2018-203	2021-145
Massey Unit 4313H	01/23/2018	2018-035	2018-204	2021-145

The wells in this area, acquired by Parsley Energy, specified the following production method:

“Following fracture operations, production tubing, and an electric submersible pump will be installed in the well. After a period of approximately 3 months, a downhole pump and a sucker rod string assembly will then be installed in the well.”

Per the Oil and Gas Ordinance (6-1-23)(L)(19):

“Compressors. No onsite compressor used to “lift gas” shall be used. No compressor of any type shall be used. In the event operator determines the use of such compressor is necessary, a

PIONEER

NATURAL RESOURCES

detailed plan shall be submitted by operator to the City Council for consideration. An on-site compressor plan shall include the following information:

- a. The physical size of the compressor – *Length – 505”, Width – 311”, Height – 190”*
- b. The power source of the compressor – *Electric*
- c. The horsepower of the compressor – *2500 hp*
- d. The noise of the compressor – *94.74 dBA*
- e. The manufacturer of the compressor – *The unit was manufactured by Enerflex and TOPS is the rental service provider.*

No compressor of any type shall be used unless a plan is approved by City Council.”

Unfortunately, due to low total liquid volumes and gas handling limitations, the Electric Submersible Pumps (ESPs) failure rates on wells in this area are very high. With the anticipated decline in reservoir pressure, ESPs will not be a viable long-term solution. If the variance is approved, wells in this area would be converted from ESP or Jet Pump to Gas Lift using compressors. Given current well conditions, gas lift compression is the preferred method in this area.

We would like the ability to replace one existing and installed 1500 HP compressor with a 2500 HP compressor (leaving one 1500 HP compressor and one 2500 HP compressor) to produce this well using any of the following artificial lift methods:

Electric Submersible Pump
Rod Pump
Jet Pump
Gas Lift

Please find attached, the following exhibits:

Exhibit A – A site plan with the injection line route from the transfer station to the nearby well pads.

Exhibit B – Compressor details and specifics.

Exhibit C – A sound study with information regarding any specific impacts of the equipment placed on location.

Exhibit D – Updated support letters from nearby landowners.

Exhibit E – An amended permit fee of \$1000 per well.

PIONEER

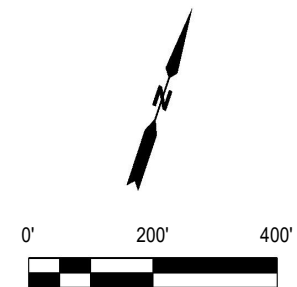
NATURAL RESOURCES

Should you need any additional information in order to process this variance request, please contact me directly.

Respectfully,

Laura Wallace

Laura Wallace
Senior Staff Regulatory Specialist
laura.wallace@pxd.com



LEGEND

- PROPOSED PIPELINE
- SECTION LINE
- EXISTING EDGE OF ROAD
- ELECTRIC LINE
- FENCE
- EXISTING PIPELINE
- EXISTING WATERLINE

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPOLS SURVEYING FIRM #10193998

**PIONEER NATURAL
RESOURCES USA, INC.**

EXHIBIT A

HOGAN COMPRESSION PHASE 2

LOCATED IN:
SECTION 1, BLOCK X,
H.P. HILLIARD SURVEY,
ABSTRACT NO. 11,
MIDLAND COUNTY, TEXAS.

SHEET NO. : SHT-001

May 14, 2024



GENERAL NOTES:

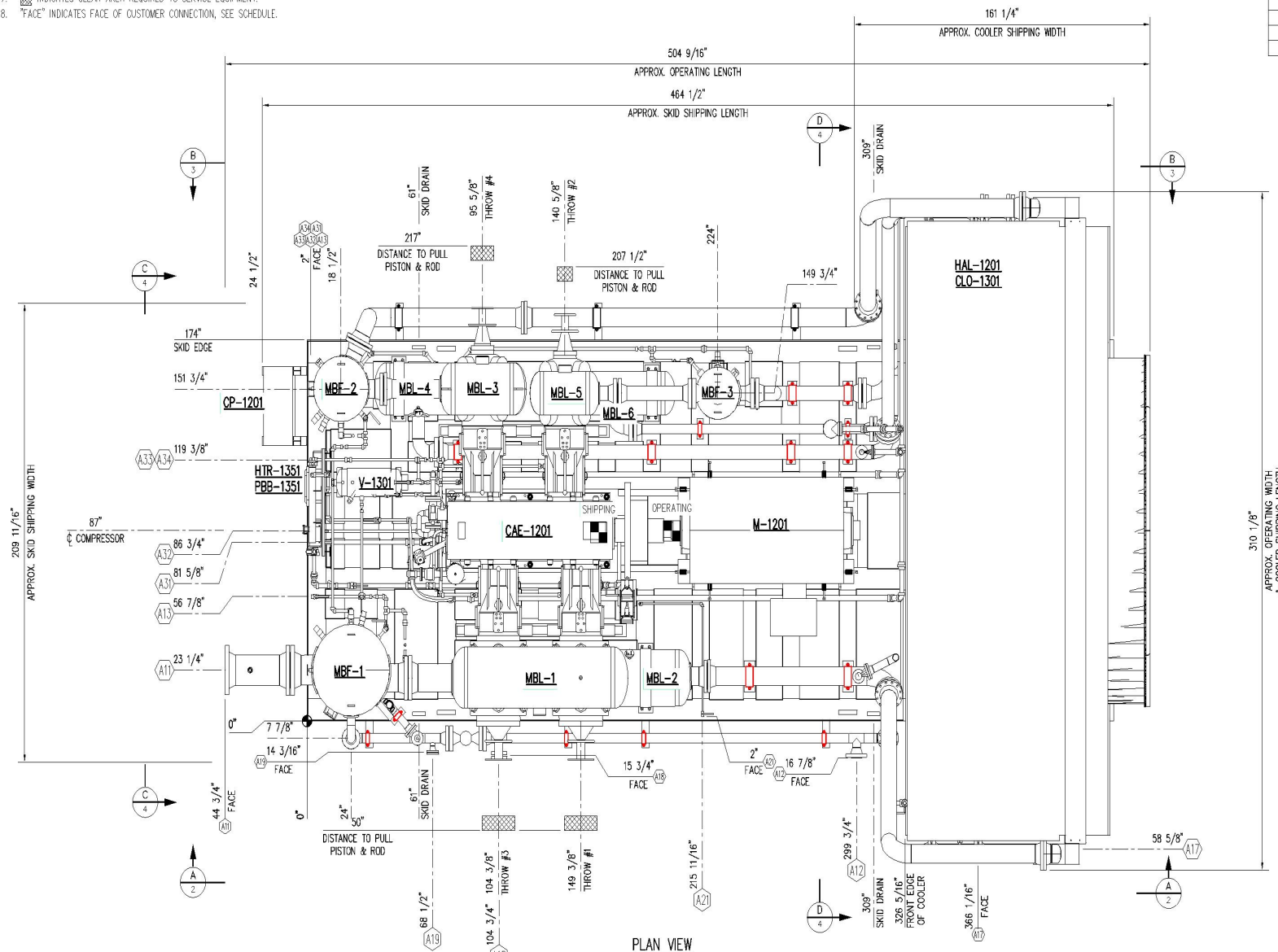
- UNIT TO BE INSTALLED BY CUSTOMER ON LEVEL PAD UNDER ALL FULL DEPTH MEMBERS c/w DRAINAGE AND GROUNDING PROVISION.
- APPROXIMATE SHIPPING WEIGHT OF PACKAGE: 180,833 lbs.
- APPROXIMATE OPERATING WEIGHT OF PACKAGE: 233,156 lbs.
- INDICATES CUSTOMER CONNECTION, SEE SCHEDULE.
- ALL CUSTOMER CONNECTION DIMENSIONS TO BE HELD TO ±1/4" IN EACH DIRECTION.
- INDICATES REF. POINT. ALL ORDNATE DIMENSIONS TAKEN FROM THIS POINT.
- INDICATES CLEAR AREA REQUIRED TO SERVICE EQUIPMENT.
- "FACE" INDICATES FACE OF CUSTOMER CONNECTION, SEE SCHEDULE.

- CUSTOMER PIPING IS TO BE FULLY AND TOTALLY SELF-SUPPORTING.
 - PIPING TO BE PER ANSI B31.3 LATEST EDITION.
 - INDICATES APPROXIMATE CENTER OF GRAVITY.
- SHIPPING
- "X"= 159.2"
"Y"= 89.1"
(ELEV.) "Z"= 20.3"
- OPERATING
- "X"= 199.4"
"Y"= 87.0"
(ELEV.) "Z"= 36.8"
- Z
Y
X

EXHIBIT B

CUSTOMER CONNECTION SCHEDULE

MARK	DESCRIPTION	SERVICE
A11	14"-300#RF	NATURAL GAS INLET FROM CUSTOMER
A12	4"-900#RF	NATURAL GAS OUTLET TO CUSTOMER
A13	1"-FNPT	HYDROCARBON DRAIN TO CUSTOMER
A17	4"-900#RF	OPTIONAL HOT GAS BYPASS TO CUSTOMER
A18	2"-900#RF	OPTIONAL RECYLE INLET TO CUSTOMER
A19	2"-300#RF	OPTIONAL RECYLE INLET FROM CUSTOMER
A21	1/2"-FNPT	INSTRUMENT AIR SUPPLY FROM CUSTOMER
A31	1 1/2"-FNPT	COMPRESSOR OIL DRAIN/QUICK FILL
A32	1"-FNPT	COMPRESSOR LUBE OIL MAKE-UP
A33	1"-FNPT	CYLINDER LUBE OIL SUPPLY
A34	1"-FNPT	BLOWCASE VENT TO CUSTOMER



RELEASED FOR FABRICATION

NAME J. Adams DATE 10/25/22

PACKET

16.13

DATE	10/19/22	SCALE	NONE
DRAWN BY	ADAMS	CHECKED BY	M.ROCHA
PROJECT MANAGER	M.ROCHA	PROJECT ENGINEER	M.ROCHA

REV	DESCRIPTION	DATE	BY	MR	APR
0	RELEASED FOR FABRICATION	10/25/22	JA	MR	

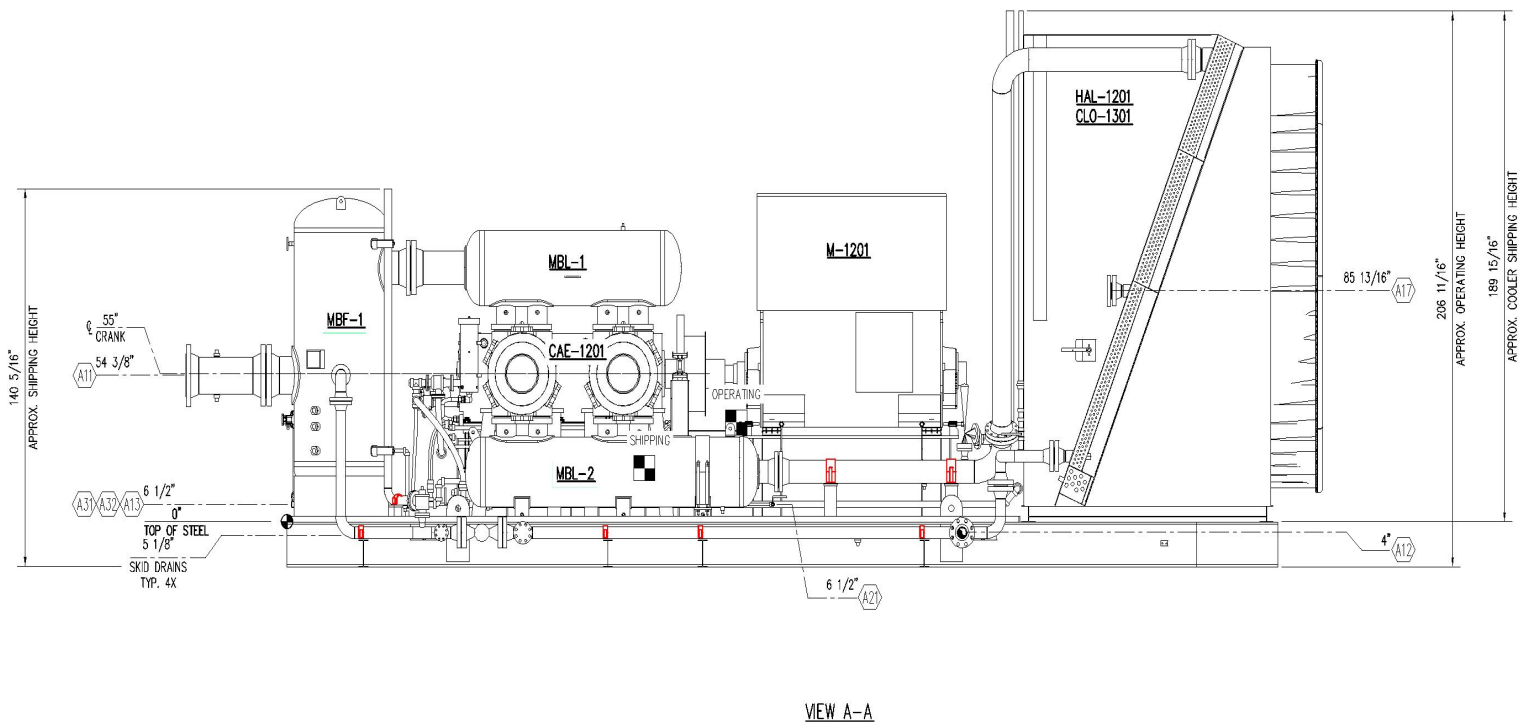
STEP CODE WORK ORDER

May 14, 2024

GENERAL ARRANGEMENT
PLAN VIEW
RECIP. GAS COMPRESSOR

DWG NO E003918-01-201 SHT 1 of 5 REV 0

PLOT: 25 Oct, 2022 - 10:44am, J:\adams THE INFORMATION CONTAINED HEREIN IS THE CONFIDENTIAL PROPERTY OF ENERLEX ENERGY SYSTEMS, AND IS NOT FOR PUBLICATION, AND NO PART THEREOF SHALL BE COPIED OR COMMUNICATED TO A THIRD PARTY WITHOUT AUTHORIZATION.



RELEASED FOR FABRICATION
NAME J. Adams DATE 10/25/22

E003918-01	-	-	-
E003919-01	-	-	-
E003920-01	-	-	-
-	-	-	-

NOTES: FOR GENERAL NOTES AND CUSTOMER CONNECTION SCHEDULE.			
PACKET			
3			

16.14			
0	RELEASED FOR FABRICATION	10/25/22	JA MR
REV	DESCRIPTION	DATE	BY

DATE	10/19/22	SCALE	NONE
DRAWN BY	J. ADAMS	CHECKED BY	M. ROCHA
PROJECT MANAGER	M. ROCHA	PROJECT ENGINEER	M. ROCHA
CUST PO			

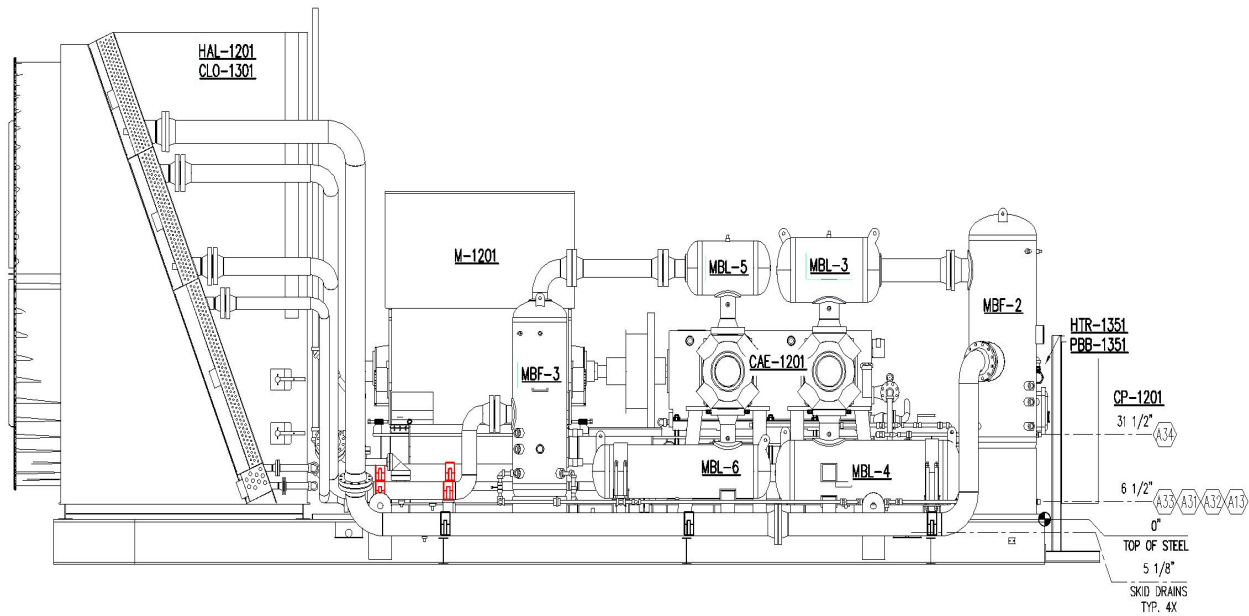
STEP CODE	WORK ORDER
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DWG NO	E003918-01-201	SHT	2 of 5	REV	0
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May 14, 2024

GENERAL ARRANGEMENT
VIEW "A-A"
RECIP. GAS COMPRESSOR

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VIEW B-B

**RELEASED FOR
FABRICATION**

NAME J. Adams DATE 10/25/22

NOTES:
PACKET

FOR GENERAL NOTES AND CUSTOMER CONNECTION SCHEDULE.

16.15

DATE 10/19/22 SCALE NONE
DRAWN BY J. ADAMS CHECKED BY M. ROCHA
PROJECT MANAGER M. ROCHA PROJECT ENGINEER M. ROCHA
CUST PO

May 14, 2024

GENERAL ARRANGEMENT
VIEW "B-B"
RECIP. GAS COMPRESSOR

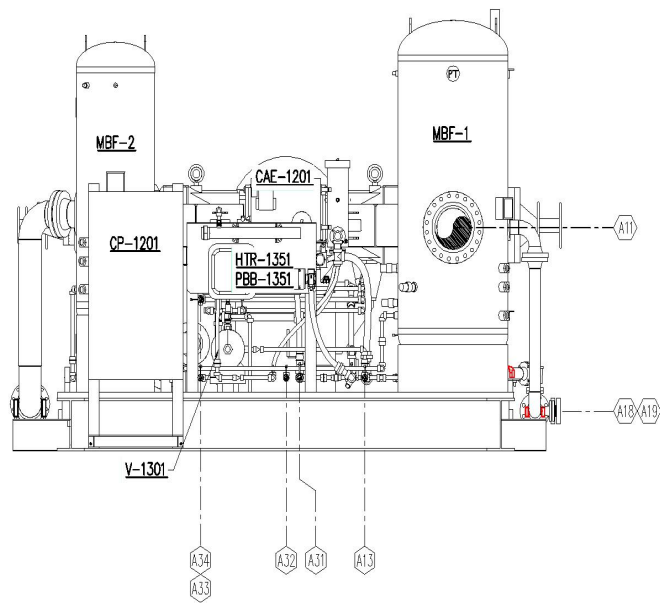
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SHT 3 of 5 REV 0

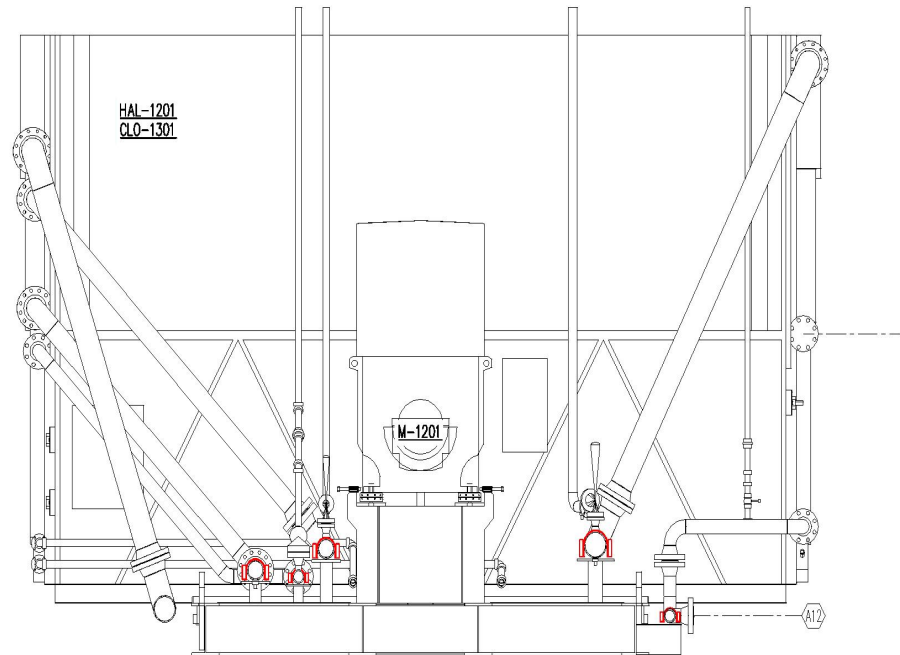
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E003919-01	-	-	-
E003920-01	-	-	-
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REV	DESCRIPTION	DATE	BY	MR	APR
0	RELEASED FOR FABRICATION	10/25/22	JA	MR	

PLOT: 25 Oct, 2022 - 10:45am, \\Jaloma THE INFORMATION CONTAINED HEREIN IS THE CONFIDENTIAL PROPERTY OF ENERLEX ENERGY SYSTEMS, AND IS NOT FOR PUBLICATION, AND NO PART THEREOF SHALL BE COPIED OR COMMUNICATED TO A THIRD PARTY WITHOUT AUTHORIZATION.



VIEW C-C



VIEW D-D

RELEASED FOR
FABRICATION

NAME J. Adams DATE 10/25/22

NOTES:
FOR GENERAL NOTES AND CUSTOMER CONNECTION SCHEDULE.

PACKET

16.16

DATE 10/19/22 SCALE NONE
DRAWN BY J. ADAMS CHECKED BY M. ROCHA APPROVED BY M. ROCHA
PROJECT MANAGER M. ROCHA PROJECT ENGINEER M. ROCHA
CUST PO

May 14, 2024

GENERAL ARRANGEMENT
VIEWS "C-C" & "D-D"
RECIP. GAS COMPRESSOR

REV	DESCRIPTION	DATE	BY	APR
0	RELEASED FOR FABRICATION	10/25/22	JA	MR

STEP
CODE

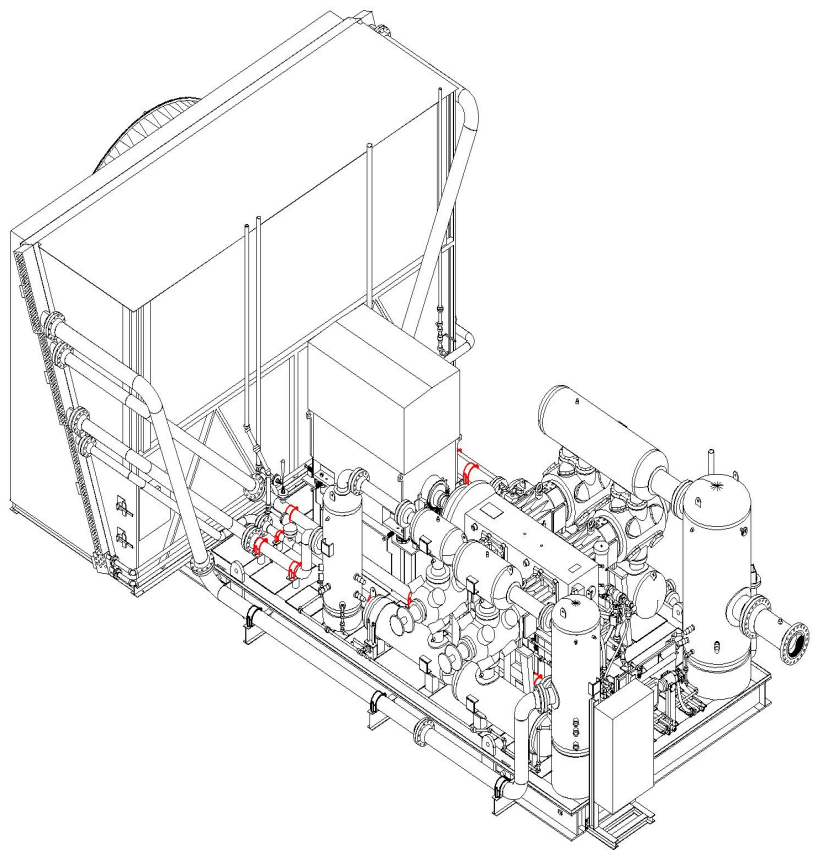
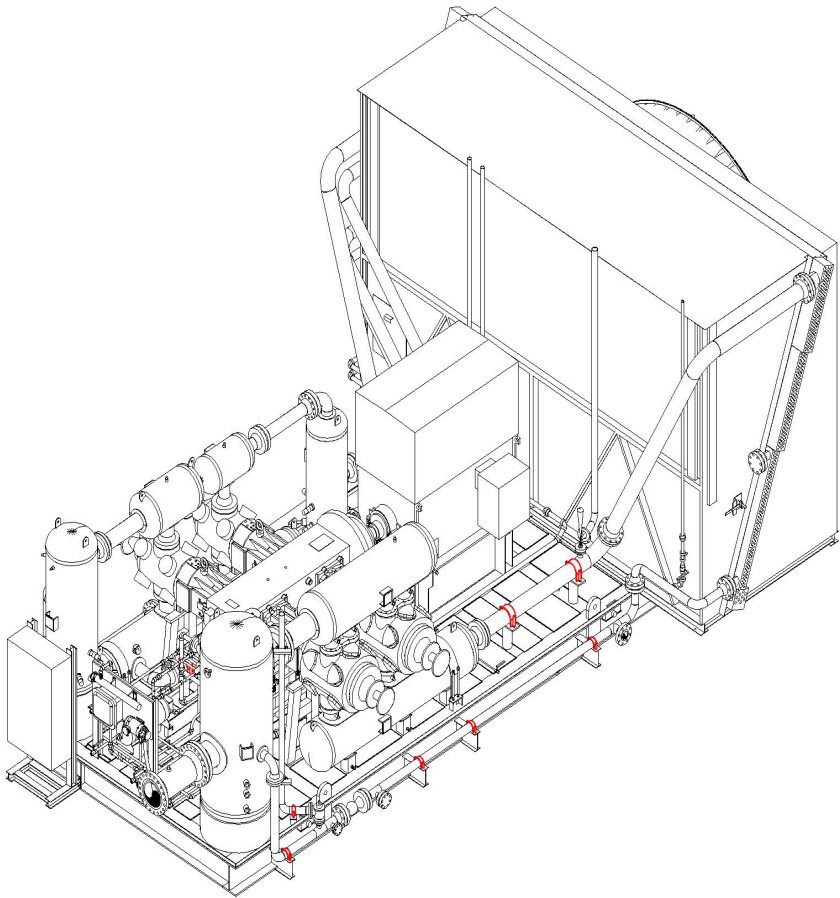
WORK
ORDER

DWG
NO E003918-01-201

SHT
4 of 5

REV
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RELEASED FOR FABRICATION
NAME J. Adams DATE 10/25/22

NOTES:
PACKET

FOR GENERAL NOTES AND CUSTOMER CONNECTION SCHEDULE.

E003918-01	-	-	-
E003919-01	-	-	-
E003920-01	-	-	-
-	-	-	-

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REV	DESCRIPTION	DATE	BY	APR	

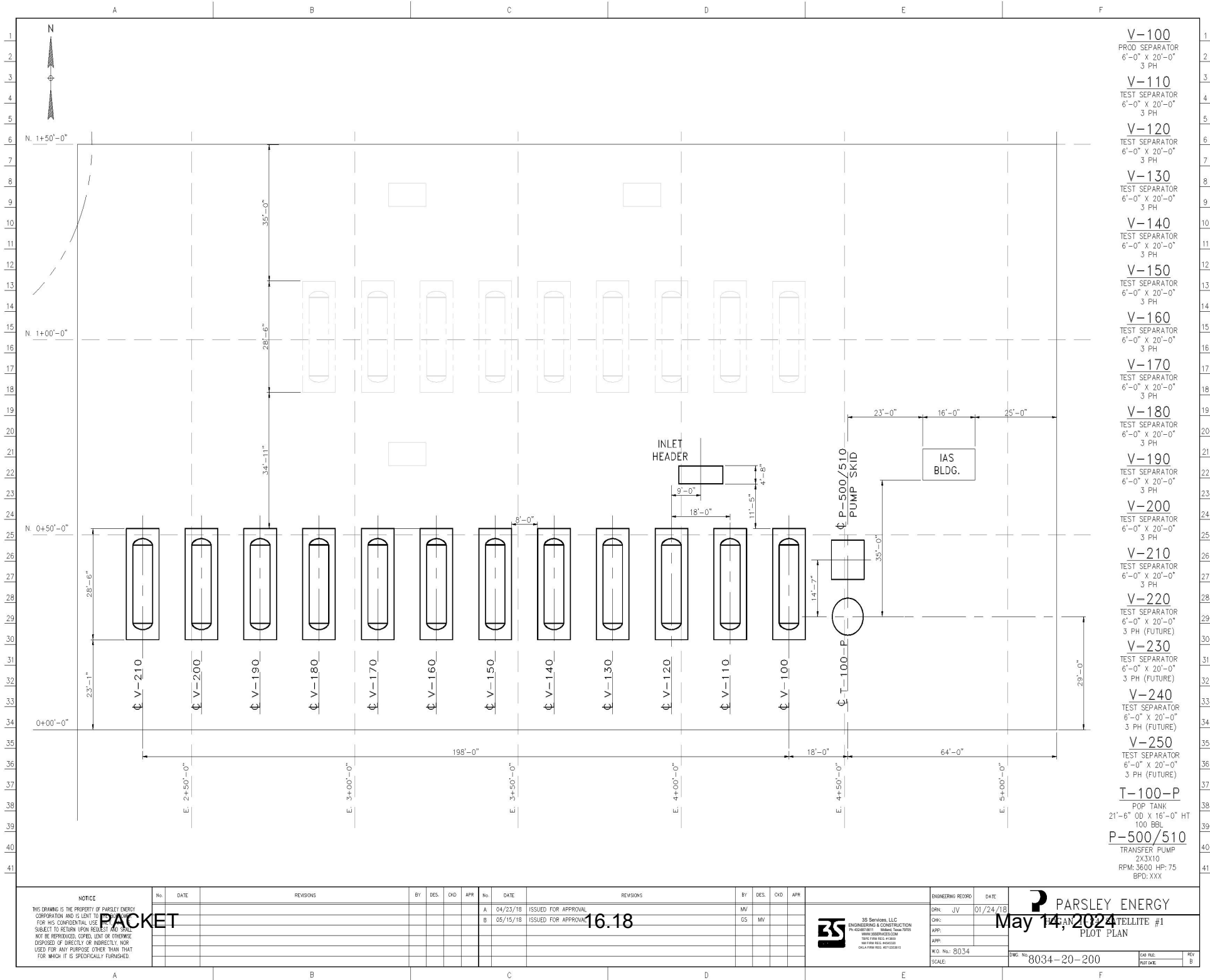
DATE	10/19/22	SCALE	NONE
DRAWN BY	J. ADAMS	CHECKED BY	M. ROCHA
PROJECT MANAGER	M. ROCHA	PROJECT ENGINEER	M. ROCHA
CUST PO			

STEP	CODE	WORK	ORDER
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DWG NO	E003918-01-201	SHT	5 of 5	REV	0
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May 14, 2024

GENERAL ARRANGEMENT
ISOMETRIC VIEWS
RECIP. GAS COMPRESSOR



Hogan Satellite Pad Noise Modeling Report

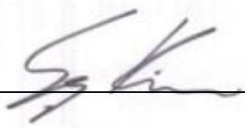
November 29, 2023

Prepared for:

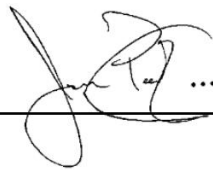
Pioneer Natural Resources
4815 E. Highway 80
Midland, TX 79706

Prepared by:

Behrens and Associates, Inc.
2320 Alaska Avenue
El Segundo California, 90245



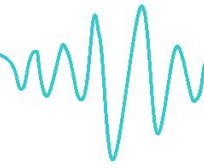
Simon Kim
Senior Acoustical Consultant



Jason Peetz
Engineering Manager

PACKET

May 14, 2024



1. Introduction

The following report provides a compressor noise modeling assessment of the Hogan Satellite Pad in the City of Midland, Texas. The Hogan Satellite pad is located approximately 4,100 east of North Lamesa Road and 1,500 feet north of Loop Frontage Rd in the City of Midland, Texas. There are no known oil and gas related noise standards established in the City of Midland. This report assesses the predicted operational noise levels of the proposed compressor operation at Hogan Satellite Pad at nearby noise receptors. Figure 1-1 identifies the site location.

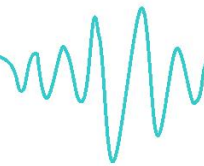
To assess the predicted noise levels of the compressor, manufacturer sound level performance data of the equipment archived file data, and field measured data were used. The noise model was developed using SoundPLAN 9.0 software.

The following is provided in this report:

- A brief description of the fundamentals of noise.
- A discussion of the noise modeling methodology
- Analysis of the projected noise impact due to the proposed compressor.



Figure 1-1 Hogan Satellite Pad Location



2. Noise Fundamentals

Sound is most commonly experienced by people as pressure waves passing through air. These rapid fluctuations in air pressure are processed by the human auditory system to produce the sensation of sound. The rate at which sound pressure changes occur is called the frequency. Frequency is usually measured as the number of oscillations per second or Hertz (Hz). Frequencies that can be heard by a healthy human ear range from approximately 20 Hz to 20,000 Hz. Toward the lower end of this range are low-pitched sounds, including those that might be described as a “rumble” or “boom”. At the higher end of the range are high-pitched sounds that might be described as a “screech” or “hiss”.

Environmental noise generally derives, in part, from a combination of distant noise sources. Such sources may include common experiences such as distant traffic, wind in trees, and distant industrial or farming activities. These distant sources create a low-level “background noise” in which no particular individual source is identifiable. Background noise is often relatively constant from moment to moment, but varies slowly from hour to hour as natural forces change or as human activity follows its daily cycle.

Superimposed on this low-level, slowly varying background noise is a succession of identifiable noisy events of relatively brief duration. These events may include the passing of single-vehicles, aircraft flyovers, screeching of brakes, and other short-term events. The presence of these short-term events causes the noise level to fluctuate. Typical indoor and outdoor A-weighted sound levels are shown in Figure 2-1. Detailed acoustical definitions have been provided in Appendix B – Glossary of Acoustical Terms.

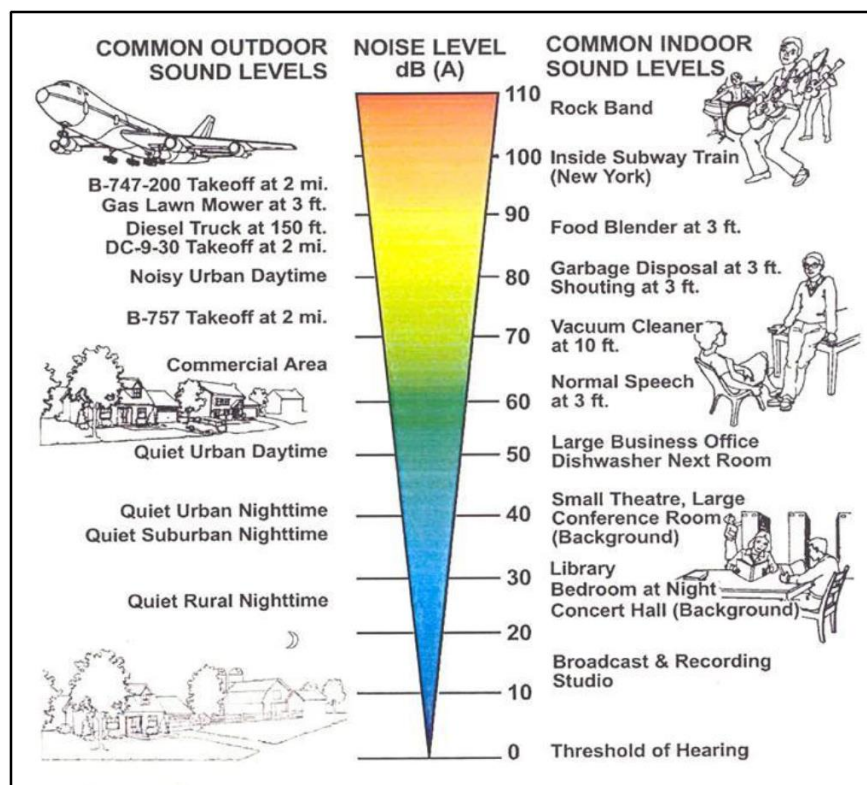
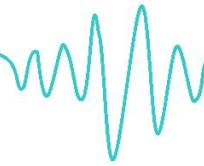


Figure 2-1 Typical Indoor and Outdoor A-Weighted Sound Levels



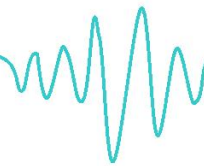
2.1 Relative Loudness of Environmental Noise

The relative loudness of environmental noise correlates a decibel change in sound levels with a perceived relative loudness as shown in Table 2-1. The sound level change is applicable in the field as opposed to a quiet laboratory environment where smaller sound level differences could be perceived. A decrease of 10 dB is perceived as half as loud and similarly a decrease of 20 dB is perceived as $\frac{1}{4}$ as loud. Sound level increases are perceived similarly, with a 10 dB increase perceived as a doubling of loudness and a 20 dB increase perceived as 4 times as loud.

Table 2-1 FHWA Relative Loudness of Environmental Noise

Sound Level Change	Relative Loudness	Acoustic Energy Loss
0 dB(A)	Reference	0
-3 dB(A)	Barely Perceptible Change	50%
-5 dB(A)	Readily Perceptible Change	67%
-10 dB(A)	Half as Loud	90%
-20 dB(A)	$\frac{1}{4}$ as Loud	99%
-30 dB(A)	$\frac{1}{8}$ as Loud	99.9%

*Table adapted from FHWA Highway Traffic Noise: Analysis and Abatement Guidance, revised December 2010.



3. Hogan Satellite Pad Noise Modeling

3.1 Noise Modeling Methodology

The noise modeling was completed with use of three-dimensional computer noise modeling software. All models in this report were developed with SoundPLAN 9.0 software using the ISO 9613-2 standard. Noise levels are predicted based on the locations, noise levels and frequency spectra of the noise sources, and the geometry and reflective properties of the local terrain, buildings and barriers. To ensure a conservative assessment and compliance with ISO 9613-2 standards, light to moderate winds are assumed to be blowing from the source to receptor.

The predicted noise levels represent only the contribution of the compressor operations and do not include ambient noise or noise from other facilities or activities. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other facilities, other human activity, or environmental factors.

The equipment sound level data used in the Hogan Satellite pad modeling is from manufacturer data, archived data of similar size equipment, calculated data, and field measured data. Table 3-1 lists the sound power levels of the modeled equipment.

Table 3-1 Equipment Modeled for Hogan Satellite Pad

Quantity	Compressor	Equipment	Individual Sound Power Level (dBA)
1	1,500 HP	Electric Motor	103.5
		Compressor	101.0
		Cooler Outlet	100.8
		Cooler Fan with Silencer	80.7
1	2,500 HP	Electric Motor	119.7
		Compressor	103.7
		Cooler Outlet	101.1
		Cooler Fan with Silencer	84.1



3.2 Noise Receptors

The noise receptors have been chosen to assess the noise impact of the Hogan Satellite compression operations. Receptor locations were chosen at the closest residential property lines of the nearest properties to the Hogan Satellite pad. Figure 3-1 shows the noise receptor locations.

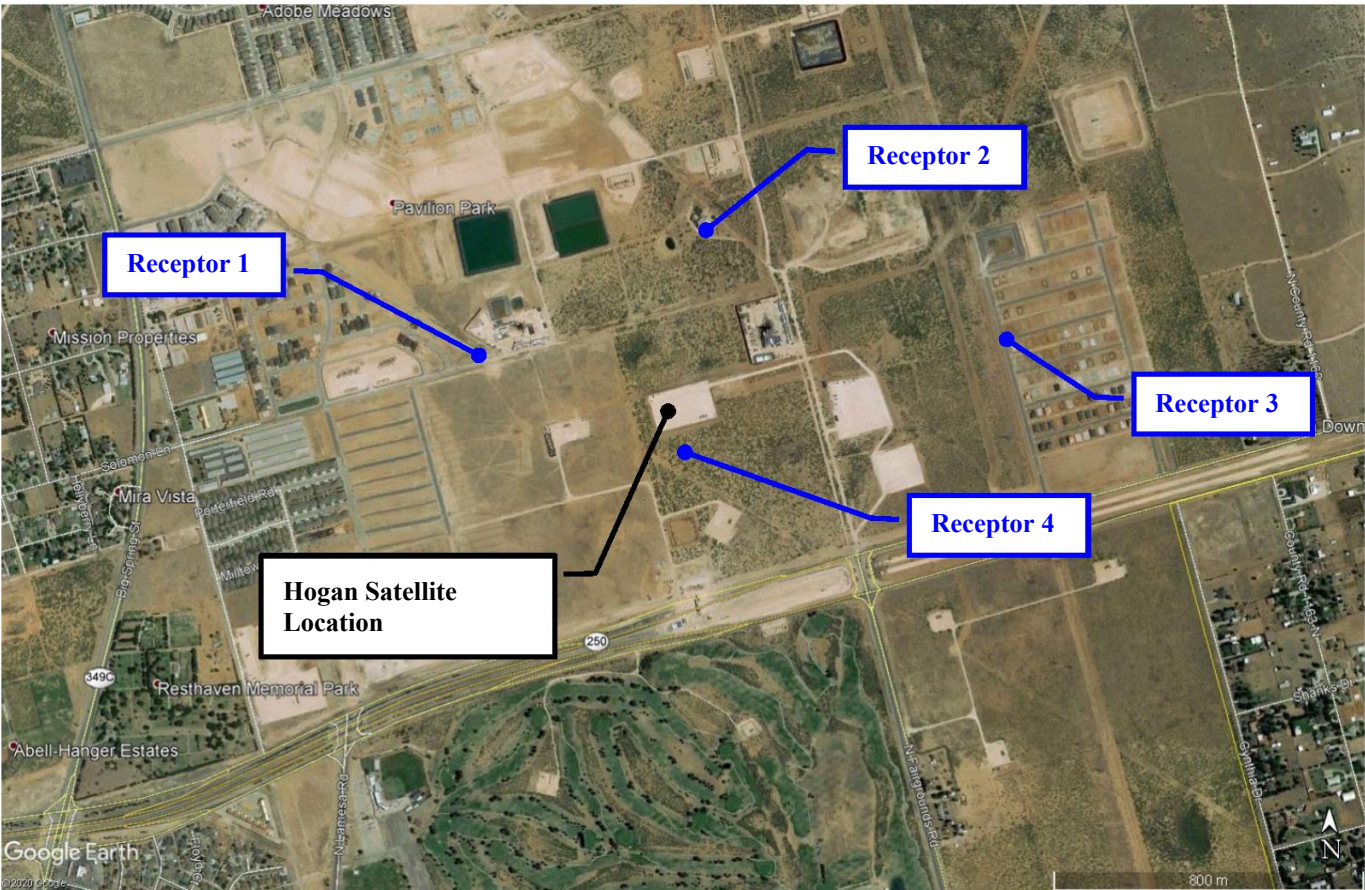
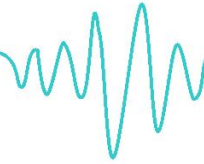


Figure 3-1 Noise Receptor Locations

Table 3-2 Receptor

Location	Receptor
Receptor 1	Northwestern Property
Receptor 2	Northern Property
Receptor 3	Eastern Property
Receptor 4	Southern Property (Possible future development)



3.3 Noise Modeling Results

The proposed compressors will be operational 24-hours a day with no difference between daytime and nighttime activities. As such, a compressor model was constructed to predict the constant, steady-state noise levels at the site.

The calculated noise levels represent only the contribution of the compressor operation and do not include ambient noise. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other human activity, or environmental factors.

Table 3-3 Modeled Compressor Detail

C-602 (Existing Unit)	C-601	Sound Barrier Wall
1,500 HP Unit & Silencers for Cooler	2,500 HP Unit & Silencers for Cooler	Existing 16ft-High Sound Barrier Wall & 4 Sided 25ft-High Sound Barrier Wall

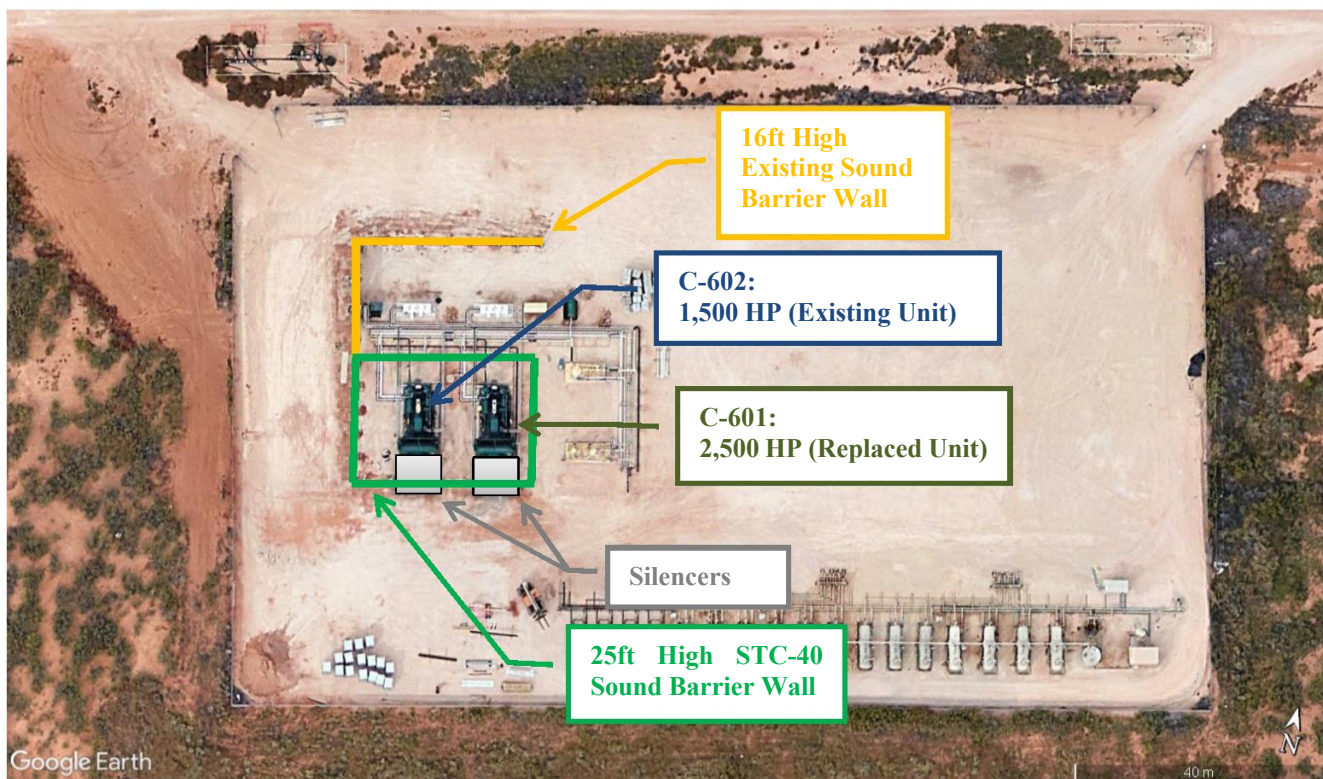
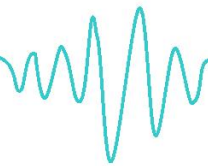


Figure 3-2 Electric Compressor and Mitigation Layout



The results of the noise modeling are presented in Table 3-4.

Table 3-4 Noise Modeling Results (dBA)

Location	Noise Level
Receptor 1	45.9
Receptor 2	42.5
Receptor 3	27.1
Receptor 4	50.8

The results of the noise modeling are also shown as noise contour map in Figure 3-3. The noise contours are provided in 5 dB increments with the color scale indicating the sound level of each contour.

Based on the previously measured ambient noise level data, the range of noise levels are between 52 dBA and 63 dBA at Location 1, between 43 dBA to 59 dBA at Location 2, between 45 dBA to 64 dBA at Location 3, and between 50 dBA to 63 dBA at Location 4.

Figure 3-4 through Figure 3-7 show comparisons of the summations of the predicted noise levels and the measured ambient data at each location. The summations of the predicted noise levels and the measured ambient data at each location will not increase the noise level by more than 3 dBA over the measured ambient data.

Generally, 3 dB(A) or less incremental noise increase is considered to be below the threshold of perception (See Table 2-1). The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.

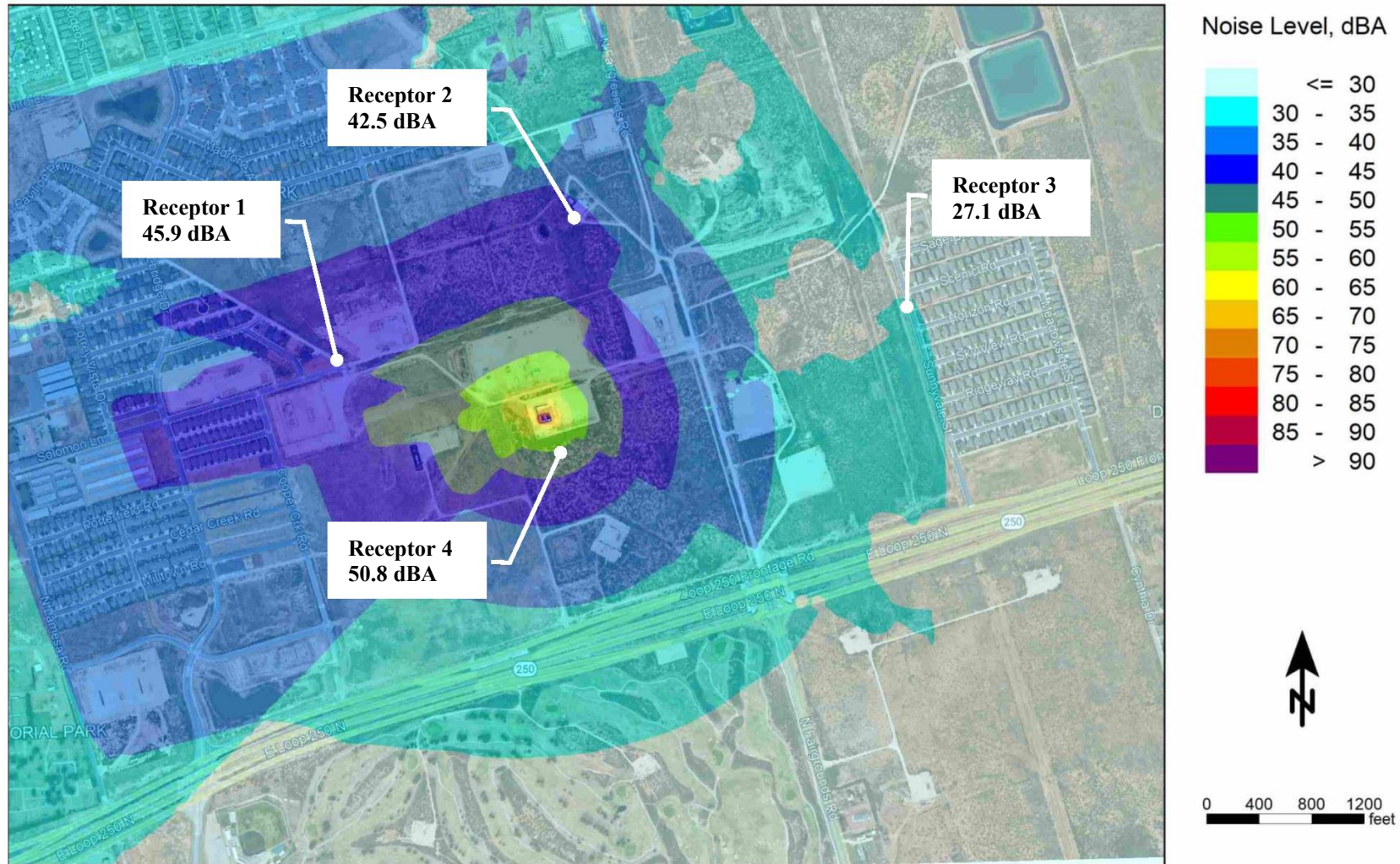


Figure 3-3 Hogan Satellite Compressor Operational Noise Contour Map (dBA)

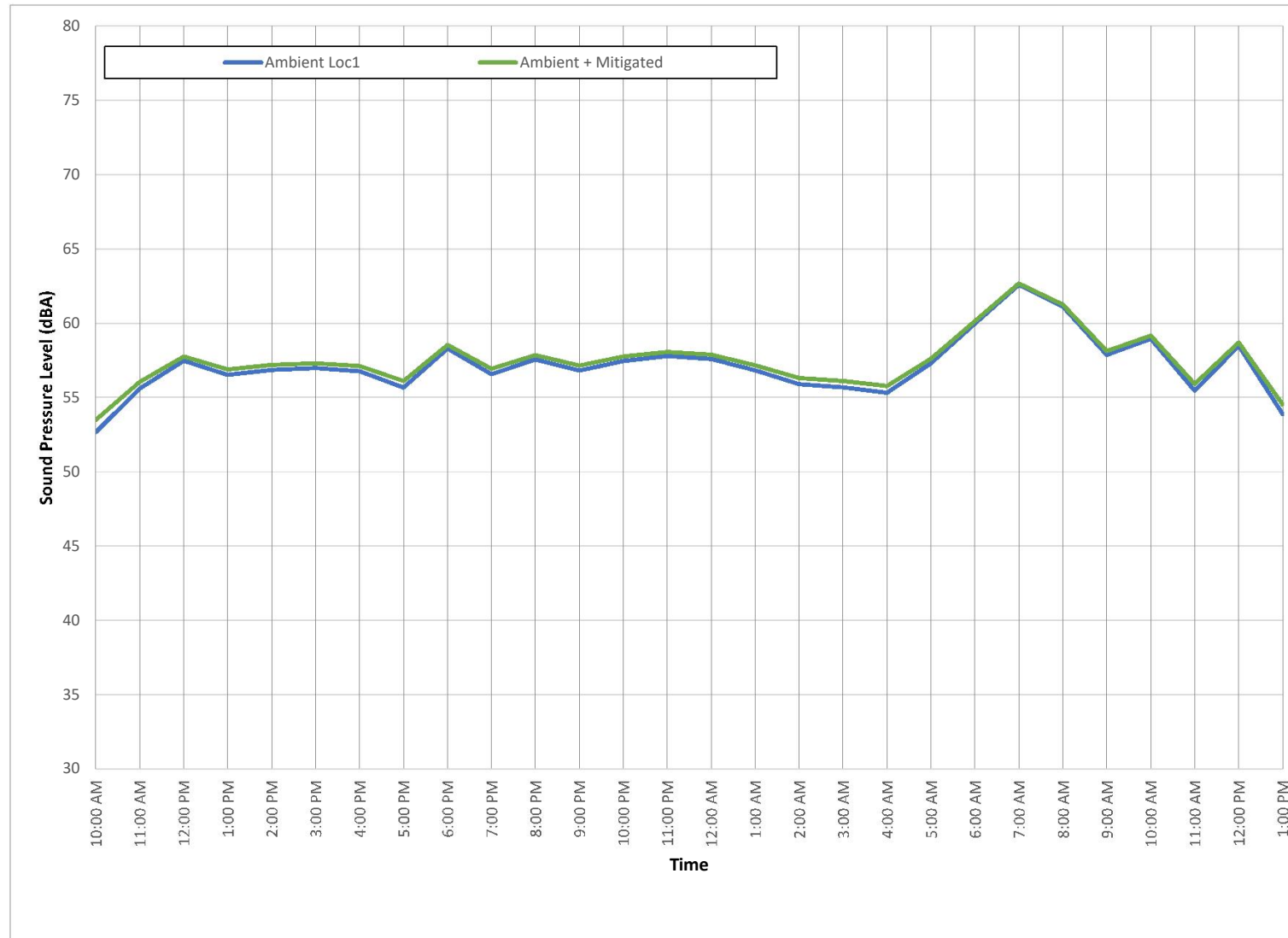


Figure 3-4 Summation of Predicted Noise Levels and Measured Ambient at Location (Receptor 1)

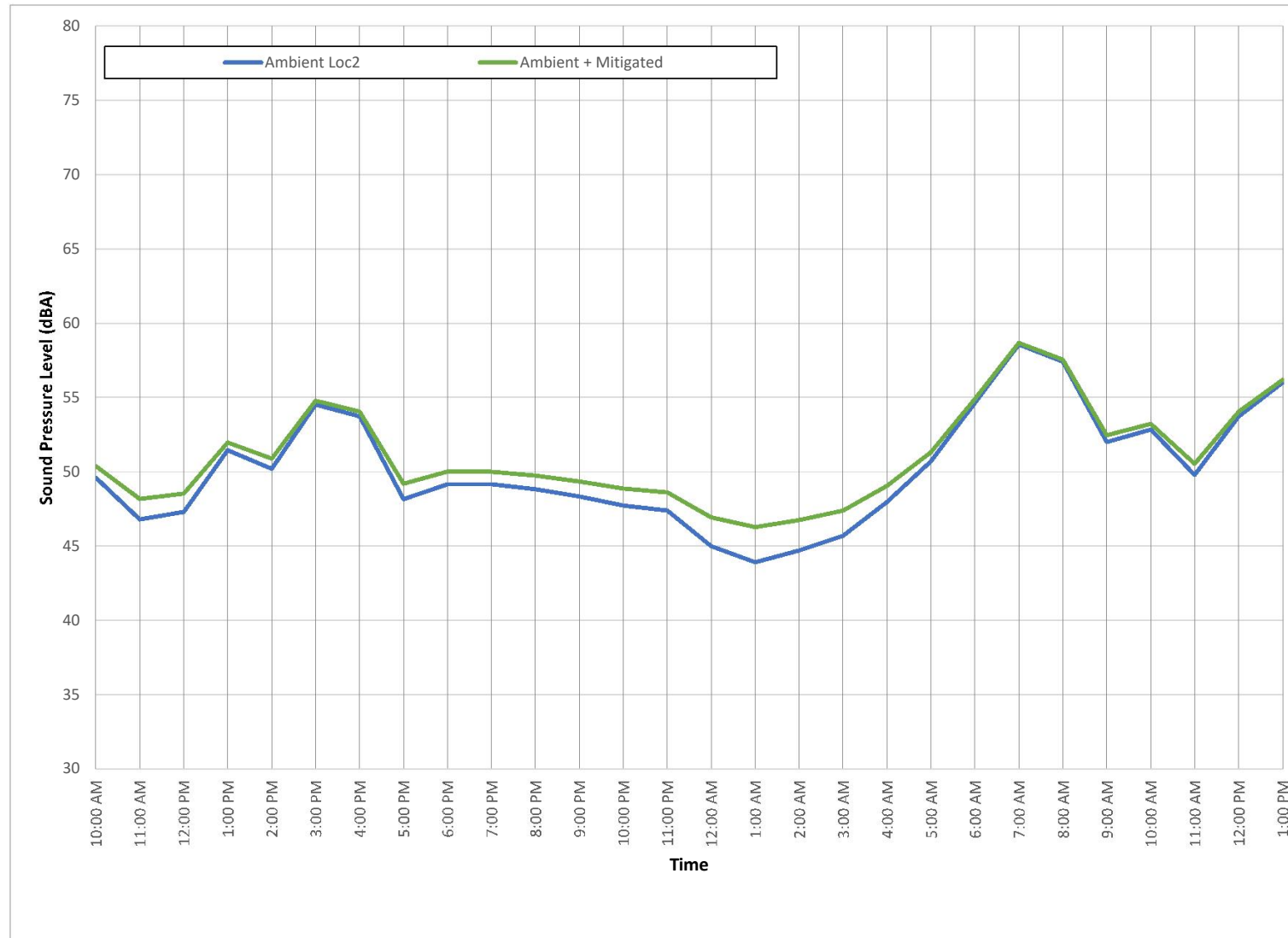


Figure 3-5 Summation of Predicted Noise Levels and Measured Ambient at Location (Receptor 2)

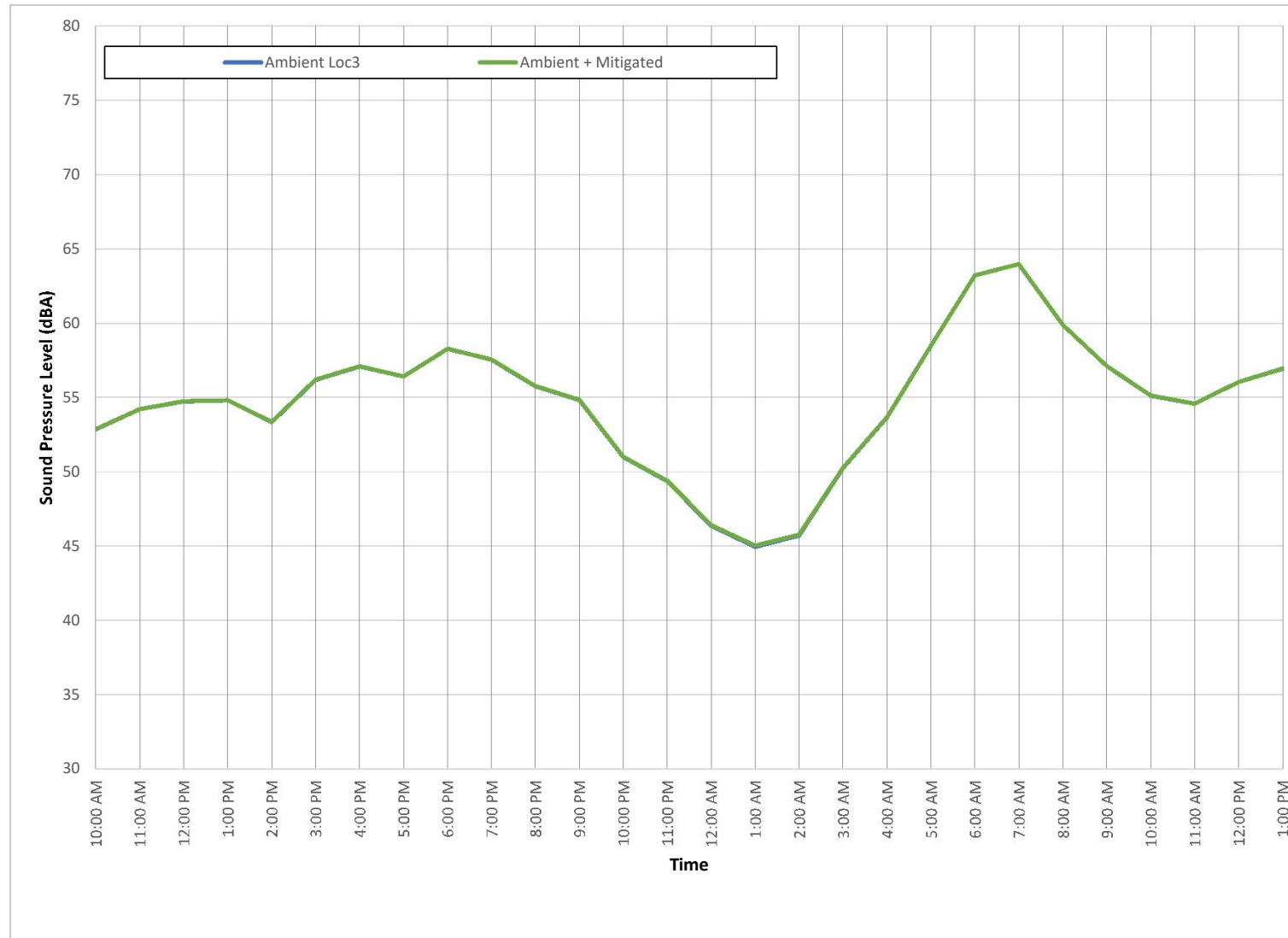


Figure 3-6 Summation of Predicted Noise Levels and Measured Ambient at Location (Receptor 3)

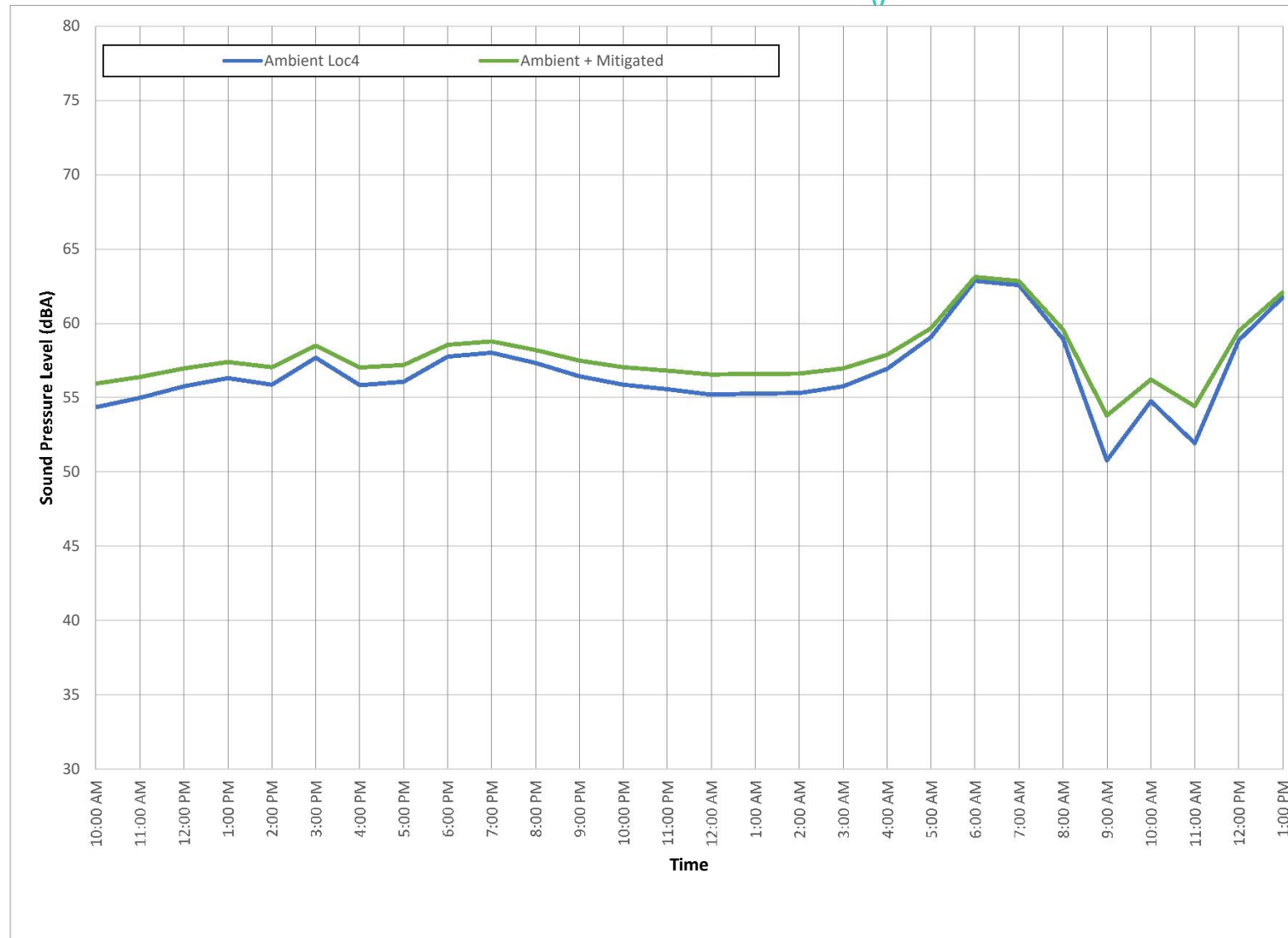
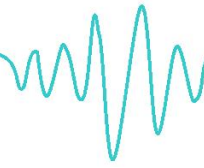


Figure 3-7 Summation of Predicted Noise Levels and Measured Ambient at Location (Receptor 4)



4. Conclusion

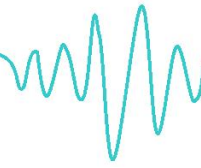
A compressor station noise model was constructed to demonstrate the proposed compressor operations at the Hogan Satellite pad operated by Pioneer Natural Resources.

Based on the previously measured ambient noise level data, the range of noise levels are between 52 dBA and 63 dBA at Location 1, between 43 dBA to 59 dBA at Location 2, between 45 dBA to 64 dBA at Location 3, and between 50 dBA to 63 dBA at Location 4.

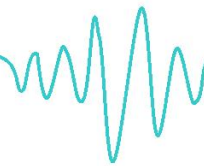
The modeling analysis resulted in a predicted compressor operational noise level of 45.9 dBA at Receptor 1, which is the closest existing residential structure to the site.

The summations of the predicted noise levels and the measured ambient data at each location will not increase the noise level by more than 3 dBA over the measured ambient data.

Generally, 3 dB(A) or less incremental noise increase is considered to be below the threshold of perception (See Table 2-1). The combination of the measured ambient noise level and the predicted mitigated compressor operational noise level at each receptor will result 3 dBA or less noise level increase any time of the day or night. Therefore, the impact of the proposed operations can be classified as “non-perceptible” at the receptor locations.



Appendix A - Glossary of Acoustical Terms



Ambient Noise

The all-encompassing noise associated with a given environment at a specified time, usually a composite of sound from many sources both near and far.

Average Sound Level

See Equivalent-Continuous Sound Level

A-Weighted Sound Level, dB(A)

The sound level obtained by use of A-weighting. Weighting systems were developed to measure sound in a way that more closely mimics the ear's natural sensitivity relative to frequency so that the instrument is less sensitive to noise at frequencies where the human ear is less sensitive and more sensitive at frequencies where the human ear is more sensitive.

C-Weighted Sound Level, dBC

The sound level obtained by use of C-weighting. Follows the frequency sensitivity of the human ear at very high noise levels. The C-weighting scale is quite flat and therefore includes much more of the low-frequency range of sounds than the A and B scales. In some jurisdictions, C-weighted sound limits are used to limit the low-frequency content of noise sources.

Community Noise Equivalent Level (CNEL)

A 24-hour A-weighted average sound level which takes into account the fact that a given level of noise may be more or less tolerable depending on when it occurs. The CNEL measure of noise exposure weights average hourly noise levels by 5 dB for the evening hours (between 7:00 pm and 10:00 pm), and 10 dB between 10:00 pm and 7:00 am, then combines the results with the daytime levels to produce the final CNEL value. It is measured in decibels, dB.

Day-Night Average Sound Level (Ldn)

A measure of noise exposure level that is similar to CNEL except that there is no weighting applied to the evening hours of 7:00 pm to 10:00 pm. It is measured in decibels, dB.

Daytime Average Sound Level

The time-averaged A-weighted sound level measured between the hours of 7:00 am to 7:00 pm. It is measured in decibels, dB.

Decibel (dB)

The basic unit of measurement for sound level.

Direct Sound

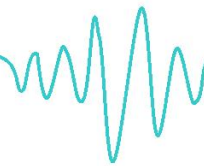
Sound that reaches a given location in a direct line from the source without any reflections.

Divergence

The spreading of sound waves from a source in a free field, resulting in a reduction in sound pressure level with increasing distance from the source.

Energy Basis

This refers to the procedure of summing or averaging sound pressure levels on the basis of their squared pressures. This method involves the conversion of decibels to pressures, then performing the necessary arithmetic calculations, and finally changing the pressure back to decibels.



Equivalent-Continuous Sound Level (Leq)

The average sound level measured over a specified time period. It is a single-number measure of time-varying noise over a specified time period. It is the level of a steady sound that, in a stated time period and at a stated location, has the same A-Weighted sound energy as the time-varying sound. For example, a person who experiences an Leq of 60 dB(A) for a period of 10 minutes standing next to a busy street is exposed to the same amount of sound energy as if he had experienced a constant noise level of 60 dB(A) for 10 minutes rather than the time-varying traffic noise level.

Fast Response

A setting on the sound level meter that determines how sound levels are averaged over time. A fast sound level is always more strongly influenced by recent sounds, and less influenced by sounds occurring in the distant past, than the corresponding slow sound level. For the same non-steady sound, the maximum fast sound level is generally greater than the corresponding maximum slow sound level. Fast response is typically used to measure impact sound levels.

Field Impact Insulation Class (FIIIC)

A single number rating similar to the impact insulation class except that the impact sound pressure levels are measured in the field.

Field Sound Transmission Class (FSTC)

A single number rating similar to sound transmission class except that the transmission loss values used to derive this class are measured in the field.

Flanking Sound Transmission

The transmission of sound from a room in which a source is located to an adjacent receiving room by paths other than through the common partition. Also, the diffraction of noise around the ends of a barrier.

Frequency

The number of oscillations per second of a sound wave

Hourly Average Sound Level (HNL)

The equivalent-continuous sound level, Leq, over a 1-hour time period.

Impact Insulation Class (IIC)

A single number rating used to compare the effectiveness of floor/ceiling assemblies in providing reduction of impact-generated sound such as the sound of a person's walking across the upstairs floor.

Impact Noise

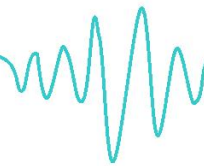
The noise that results when two objects collide.

Impulse Noise

Noise of a transient nature due to the sudden impulse of pressure like that created by a gunshot or balloon bursting.

Insertion Loss

The decrease in sound power level measured at the location of the receiver when an element (e.g., a noise barrier) is inserted in the transmission path between the sound source and the receiver.



Inverse Square Law

A rule by which the sound intensity varies inversely with the square of the distance from the source. This results in a 6dB decrease in sound pressure level for each doubling of distance from the source.

L_n Sound Level

Time-varying noise environments may be expressed in terms of the noise level that is exceeded for a certain percentage of the total measurement time. These statistical noise levels are denoted L_n, where n is the percent of time. For example, the L₅₀ is the noise level exceeded for 50% of the time. For a 1-hour measurement period, the L₅₀ would be the noise level exceeded for a cumulative period of 30 minutes in that hour.

Masking

The process by which the threshold of hearing for one sound is raised by the presence of another sound.

Maximum Sound Level (L_{max})

The greatest sound level measured on a sound level meter during a designated time interval or event.

NC Curves (Noise Criterion Curves)

A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard NC curves to determine the NC level of the space.

Noise Reduction

The difference in sound pressure level between any two points.

Noise Reduction Coefficient (NRC)

A single number rating of the sound absorption properties of a material. It is the average of the sound absorption coefficients at 250, 500, 1000, and 2000 Hz, rounded to the nearest multiple of 0.05.

Octave

The frequency interval between two sounds whose frequency ratio is 2. For example, the frequency interval between 500 Hz and 1,000 Hz is one octave.

Octave-Band Sound Level

For an octave frequency band, the sound pressure level of the sound contained within that band.

One-Third Octave

The frequency interval between two sounds whose frequency ratio is $2^{(1/3)}$. For example, the frequency interval between 200 Hz and 250 Hz is one-third octave.

One-Third-Octave-Band Sound Level

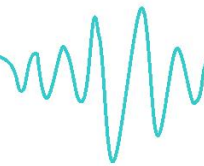
For a one-third-octave frequency band, the sound pressure level of the sound contained within that band.

Outdoor-Indoor Transmission Class (OITC)

A single number rating used to compare the sound insulation properties of building façade elements. This rating is designed to correlate with subjective impressions of the ability of façade elements to reduce the overall loudness of ground and air transportation noise.

Peak Sound Level (L_{pk})

The maximum instantaneous sound level during a stated time period or event.

**Pink Noise**

Noise that has approximately equal intensities at each octave or one-third-octave band.

Point Source

A source that radiates sound as if from a single point.

RC Curves (Room Criterion Curves)

A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard RC curves to determine the RC level of the space.

Real-Time Analyzer (RTA)

An instrument for the determination of a sound spectrum.

Receiver

A person (or persons) or equipment which is affected by noise.

Reflected Sound

Sound that persists in an enclosed space as a result of repeated reflections or scattering. It does not include sound that travels directly from the source without reflections.

Reverberation

The persistence of a sound in an enclosed or partially enclosed space after the source of the sound has stopped, due to the repeated reflection of the sound waves.

Room Absorption

The total absorption within a room due to all objects, surfaces and air absorption within the room. It is measured in Sabins or metric Sabins.

Slow Response

A setting on the sound level meter that determines how measured sound levels are averaged over time. A slow sound level is more influenced by sounds occurring in the distant past than the corresponding fast sound level.

Sound

A physical disturbance in a medium (e.g., air) that is capable of being detected by the human ear.

Sound Absorption Coefficient

A measure of the sound-absorptive property of a material.

Sound Insulation

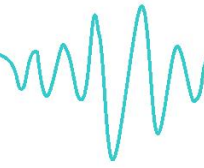
The capacity of a structure or element to prevent sound from reaching a receiver room either by absorption or reflection.

Sound Level Meter (SLM)

An instrument used for the measurement of sound level, with a standard frequency-weighting and standard exponentially weighted time averaging.

Sound Power Level

A physical measure of the amount of power a sound source radiates into the surrounding air. It is measured in decibels.

**Sound Pressure Level**

A physical measure of the magnitude of a sound. It is related to the sound's energy. The terms sound pressure level and sound level are often used interchangeably.

Sound Transmission Class (STC)

A single number rating used to compare the sound insulation properties of walls, floors, ceilings, windows, or doors. This rating is designed to correlate with subjective impressions of the ability of building elements to reduce the overall loudness of speech, radio, television, and similar noise sources in offices and buildings.

Source Room

A room that contains a noise source or sources

Spectrum

The spectrum of a sound wave is a description of its resolution into components, each of different frequency and usually different amplitude.

Tapping Machine

A device used in rating different floor constructions against impacts. It produces a series of impacts on the floor under test, 10 times per second.

Tone

A sound with a distinct pitch

Transmission Loss (TL)

A property of a material or structure describing its ability to reduce the transmission of sound at a particular frequency from one space to another. The higher the TL value the more effective the material or structure is in reducing sound between two spaces. It is measured in decibels.

White Noise

Noise that has approximately equal intensities at all frequencies.

Windscreen

A porous covering for a microphone, designed to reduce the noise generated by the passage of wind over the microphone.

PIONEER

NATURAL RESOURCES

February 21, 2024

City of Midland
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine St
Midland, TX 79701

Re: Hogan Satellite Facility – Additional Compressor Application from Pioneer Natural Resources USA, Inc
SE4 of Section 1, Block X, HP Hillard Survey, Midland County, Texas

To whom it may concern,

Pioneer Natural Resources USA, Inc. (“Pioneer”) currently operates the Hogan Satellite Facility (the “Site”) located in Section 1, Block X, HP Hillard Survey, Midland County, Texas. Pioneer wishes to apply for a permit to operate an additional compressor(s) at the Site that may or may not add an additional level of noise to the facility and or the surrounding properties.

I, as the surface owner of the adjacent property to the Site, have been made aware of the sound study that was conducted and of the results and hereby state that I will not object to Pioneer’s application for an additional compressor(s) on the Site.

Thank you,



Toni Isbell
Surface Owner

PIONEER

NATURAL RESOURCES

March 21, 2024

City of Midland
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine St
Midland, TX 79701

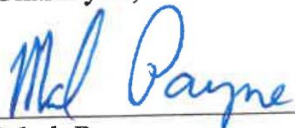
Re: Hogan Satellite Facility – Application for Additional Compressor from Pioneer Natural Resources USA, Inc
SE4 of Section 1, Block X, HP Hillard Survey, Midland County, Texas

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Pioneer Natural Resources USA, Inc. ("Pioneer") currently operates the Hogan Satellite Facility (the "Site") located in Section 1, Block X, HP Hillard Survey, Midland County, Texas. Pioneer wishes to apply for a variance to operate up to two compressors at the Site that may or may not add an additional level of noise to the facility and or the surrounding properties. Pioneer wishes to replace an existing 1500 HP compressor with a 2500 HP compressor instead of adding additional compressor(s).

I, as the surface owner of the adjacent property to the Site, have been made aware of the sound study that was conducted and of the results of said study and hereby state that I will not object to Pioneer's application to replace an existing 1500 HP compressor with a 2500 HP compressor.

Thank you,



Mark Payne
Surface Owner

PIONEER

NATURAL RESOURCES

April ~~22~~, 2024

City of Midland
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine St
Midland, TX 79701

Re: Hogan Satellite Facility – Additional Compressor Application from Pioneer Natural Resources USA, Inc
SE4 of Section 1, Block X, HP Hillard Survey, Midland County, Texas

To whom it may concern,

Pioneer Natural Resources USA, Inc. (“Pioneer”) currently operates the Hogan Satellite Facility (the “Site”) located in Section 1, Block X, HP Hillard Survey, Midland County, Texas. Pioneer wishes to apply for a permit to operate an additional compressor(s) at the Site that may or may not add an additional level of noise to the facility and or the surrounding properties.

I, as the surface owner of the adjacent property to the Site, have been made aware of the sound study that was conducted and of the results and hereby state that I will not object to Pioneer’s application for an additional compressor(s) on the Site.

Thank you,



Scott Bowden
3 Centavos LLC
Surface Owner

OIL AND GAS WELL PERMIT AMENDMENT

THIS AMENDMENT is made and effective May 14, 2024, by and between the City of Midland, Texas, a home-rule municipal corporation (the “City”), and Pioneer Natural Resources USA, Inc. (“Operator”).

WHEREAS, the City previously issued those certain Oil and Gas Well Permits dated January 23, 2018; May 15, 2019; and March 24, 2020 (collectively, the “Permits”) to Operator to drill the following oil and gas wells within the city limits: Hogan 1-25-A-2601H; Hogan 1-25-25B-2803H; Hogan 1-25B-4203H; Hogan 1-25B-4303H; Massey Unit A 2809H; Massey Unit A 4209H; Massey Unit A 4309H; Massey Unit 2415H; Massey Unit 2813H; Massey Unit 4213H; and Massey Unit 4313H; and

WHEREAS, the Permits were authorized by the City Council by Resolution Nos. 2018-031, 2018-032, 2018-033, 2018-034, 2018-035, 2018-036, 2019-153, and 2020-066; and

WHEREAS, the Permits have been in full force and effect since their effective dates and have not been allowed to lapse; and

WHEREAS, Operator has requested that the City approve certain amendments to the Permits;

W I T N E S S E T H:

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

ARTICLE I.

Each of the Permits is hereby amended by inserting the following paragraph:

The Midland City Council, in granting this permit, also allows the use of an electric drive compressor with permanent acoustical barriers that have a Sound Transmission Class rating of 40 located on the north, south and west sides of the pad as an additional production method; provided, however, that the noise level is to be tested at the time of installation of the electric drive compressor and annually thereafter by a qualified third-party inspector to verify that the noise level 123 feet from the edge of the Hogan Transfer Station pad is less than or equal to 3 dBA greater than the ambient noise level. The results of each test shall be submitted to the City within five business days following the conclusion of the test. If noise exceeds the aforementioned level, the wells shall be immediately shut in,

and production shall not resume unless production is achieved while maintaining a noise level that does not exceed the aforementioned level.

ARTICLE II.

The Permits, inclusive of this Amendment, shall in all respects remain in full force and effect in accordance with their provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By: _____
Lori Merritt Blong, Mayor

ATTEST:

Maria Bentley-German, City
Governance Officer/City Secretary

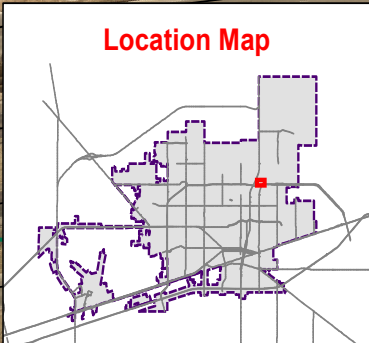
PIONEER NATURAL RESOURCES USA, INC.

By: _____
Laura Wallace,
Senior Staff Regulatory Specialist

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____,
20____, by Laura Wallace, Senior Staff Regulatory Specialist of Pioneer Natural
Resources USA, Inc., on behalf of Pioneer Natural Resources USA, Inc.

Notary Public – State of Texas





City Council Meeting

Item Number: 17
Meeting Date: May 14, 2024
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER OR AN ASSISTANT CITY MANAGER (COLLECTIVELY, THE "CITY MANAGER'S OFFICE") TO ACCEPT, ON BEHALF OF THE CITY OF MIDLAND, A 5.2689-ACRE RIGHT-OF-WAY DEDICATION OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FROM CWS ROYALE SW, L.P. FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, DRAINAGE AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER'S OFFICE TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCEPT THE RIGHT-OF-WAY DEDICATION; AND ORDERING THE CITY SECRETARY TO RECORD THE INSTRUMENT DEDICATING SAID RIGHT-OF-WAY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS (DISTRICT 4) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

This Motion accepts a Right-of-Way Dedication Deed from CWS Royale SW, L.P., a California limited Partnership., of a 5.2689-acre tract of land located Section 35, Block 40, T-1-S, Abstract No. 378, Midland County, Texas, Said Deed dedication will allow the developer to complete the platting process later. Motion is authorizing the acceptance of said Right-of-Way Dedication Deed; and ordering recordation by the City Secretary (City of Midland, Midland County).

Recommended City Council Action:

Approve

Fiscal Impact:

Right-of-Way Dedication Deed is being dedicated by CWS Royale SW, L.P., a California limited Partnership at no cost to the City.

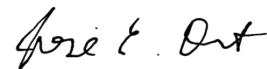
Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Deed dedication at this time will allow the adjacent developer more time to complete the overall associated studies and plans for the future development in the area.

Staff supports acceptance of Deed and recordation.



City Manager's Office

When recorded, return to:

Cumberland & Western Resources, LLC

Attn: Greg Betterton

735 E. Venice Avenue, Suite 200

Venice, FL 34285

PARTIAL RELEASE OF LIEN

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

WHEREAS, CUMBERLAND & WESTERN RESOURCES, LLC, a Wyoming limited liability company (the "Lender"), is the legal and equitable owner and holder of that certain **PROMISSORY NOTE** (as amended, the "Note") dated as of **October 23, 2020**, executed by **CWS ROYALE SW, L.P.**, a California limited partnership (the "Borrower"), payable to the order of Lender, secured by (i) a lien pursuant to that certain **DEED OF TRUST** (the "Deed of Trust") dated as of **October 23, 2020**, executed by Borrower to a trustee, for the benefit of Lender, recorded as Instrument No. 2020-31840, in the Real Property Records of Midland County, Texas, covering, among other property, the real property described therein, and (ii) a vendor's lien retained pursuant to that certain **SPECIAL WARRANTY DEED WITH VENDOR'S LIEN** (the "Special Warranty Deed") executed by the Lender to Borrower, and recorded **October 23, 2020** as Instrument No. 2020-31839, in the Real Property Records of Midland County, Texas, covering, among other property, the real property described herein.

WHEREAS, Lender is the holder of the Note.

WHEREAS, Lender desires to release **ONLY** the property (the "Released Property") described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Lender hereby **RELEASES** and **DISCHARGES ONLY** the Released Property from the liens, rights, titles, interests, assignments and security interests covering such Released Property held by Lender by virtue of the Deed of Trust and the Special Warranty Deed. Lender expressly reserves and preserves the lien of the Deed of Trust and the vendor's lien retained under the Special Warranty Deed on all of the other property encumbered by the Deed of Trust and the vendor's lien retained under the Special Warranty Deed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of FEBRUARY 20, 2024.

LENDER:

**CUMBERLAND & WESTERN RESOURCES,
LLC**, a Wyoming limited liability company

By: [Signature]

Name: Greg Betterton

Title: Manager

STATE OF FLORIDA §

COUNTY OF SARASOTA §

This instrument was **ACKNOWLEDGED** before me on this **20TH** day of February, **2024**, by Greg Betterton, as Manager of Cumberland & Western Resources, LLC, on behalf of said company, personally known to me, and who did swear an oath.

[S E A L]

My Commission Expires:

8-21-2025

[Signature]
Notary Public, State of Florida

Jeanette Peterson

Printed Name of Notary Public

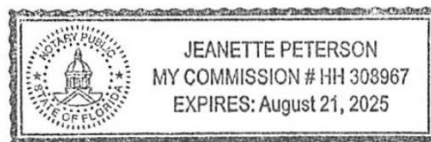


EXHIBIT 'A' - RELEASED PROPERTY

LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION

BEING a 5.2689 acre (229,512 square foot) tract of land situated in Section 35, Block 40, T-S-1 T&P RR Co Survey, Abstract No. 378, Midland County, Texas; said tract being part of that tract of land described in Special Warranty Deed with Vendor's Lien to CWS Royale SW, L.P. recorded in Instrument No. 2020-31839 of the Official Public Records of Midland County, Texas; said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with "KHA" cap set for the west corner of that tract described in General Warranty Deed to the City of Midland recorded in Instrument No. 2021-8616 of said Official Public Records; said point being in the southwest right-of-way line of State Highway No. 158 (a variable width right-of-way); from said point a 1-inch iron pipe found for the northwest corner of said Section 35 bears South 88°14'30" West, a distance of 539.90 feet;

THENCE South 59°04'58" East, along the southwest line of said City of Midland tract, a distance of 1,246.32 feet to a 5/8-inch iron rod with "KHA" cap set for the **POINT OF BEGINNING**;

THENCE South 59°04'58" East, continuing along the said southwest line of the City of Midland tract, a distance of 250.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 75°54'41" West, departing the said southwest line of the City of Midland tract, a distance of 71.14 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 30°55'18" West, a distance of 547.09 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 36°37'39" West, a distance of 151.02 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 30°46'03" West, a distance of 7.15 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 1,344.00 feet, a central angle of 43°01'09", and a chord bearing and distance of South 52°25'46" West, 985.58 feet;

THENCE in a southwesterly direction, with said non-tangent curve to the right, an arc distance of 1,009.11 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 14°19'25" West, a distance of 119.79 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a non-tangent curve to the left with a radius of 1,244.00 feet, a central angle of 42°28'50", and a chord bearing and distance of North 52°09'04" East, 901.35 feet;

THENCE in a northeasterly direction, with said non-tangent curve to the left, an arc distance of 922.33 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

RIGHT-OF-WAY DEDICATION
PART OF SECTION 35, BLOCK 40,
T-S-1, T&P RR CO SURVEY
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MCB	KHA	1/30/2024	004514809	1 OF 3

THENCE North 25°12'32" East, a distance of 150.50 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 30°55'12" East, a distance of 547.64 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

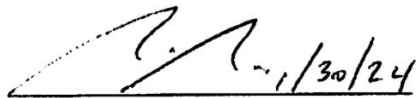
THENCE North 14°05'19" West, a distance of 70.48 feet to the **POINT OF BEGINNING** and containing 229,512 square feet or 5.2689 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203).
A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the right-of-way tract.

RIGHT-OF-WAY DEDICATION
PART OF SECTION 35, BLOCK 40,
T-S-1, T&P RR CO SURVEY
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

 1/30/24

MICHAEL CLEO BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MCB	KHA	1/30/2024	064514809	2 OF 3

Scale	1" = 300'
Drawn by	MCB
Checked by	KHA
Date	1/30/2024
Project No.	064514808
Sheet No.	3 OF 3

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
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Kimley»Horn



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1/30/24

RIGHT-OF-WAY DEDICATION
PART OF SECTION 35, BLOCK 40,
T-S-1, T&P RR CO SURVEY
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the right-of-way tract.

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203).
A metes and bounds description of even survey date herewith accompanies this survey plat.

NOTES

NO.	BEARING	LENGTH
L1	S59°04'58"E	250.16'
L2	S75°54'41"W	71.14'
L3	S30°55'18"W	547.09'
L4	S36°37'39"W	151.02'
L5	S30°46'03"W	7.15'
L6	N14°19'25"W	119.79'
L7	N25°12'32"E	150.50'
L8	N30°55'12"E	547.64'
L9	N14°05'19"W	70.48'

LEGEND

Δ = CENTRAL ANGLE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IPF = IRON PIPE FOUND

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	43°01'09"	1344.00'	1009.11'	S52°25'46"W	985.58'
C2	42°28'50"	1244.00'	922.33'	N52°09'04"E	901.35'

CURVE TABLE

PART OF CWS ROYALE SW, L.P.
(INST. NO. 2020-31839)

RIGHT-OF-WAY
DEDICATION
5.2689 ACRES
229,512 SQ. FT.

PART OF
TRACT SEVEN
CUMBERLAND AND WESTERN
RESOURCES, LLC
(INST. NO. 2008-26873)

CITY OF MIDLAND
(INST. NO. 2021-8616)

P.O.C.

P.O.B.

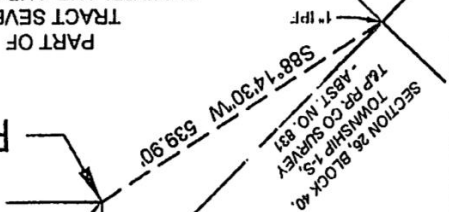
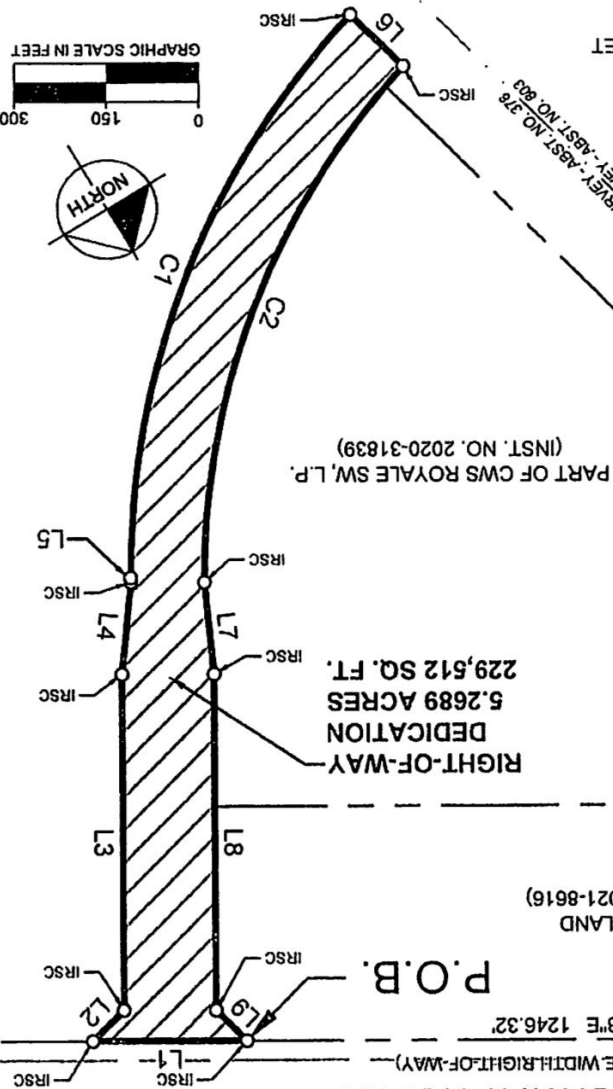
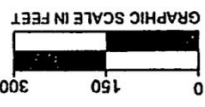
STATE HIGHWAY NO. 158

(A 120-FOOT WIDE RIGHT-OF-WAY)

WADLEY AVENUE

PACKET

May 14, 2024



OWNER'S POLICY OF TITLE INSURANCE (T-1)

Issued by **Chicago Title Insurance Company**



CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

**POLICY NO.
44-903-100-4712016961**

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions or location of any improvement erected on the Land;
 - (c) subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Chicago Title Insurance Company

Authorized Countersignature
Daniel R. Tsakonas
2828 Routh Street, Suite 800
Dallas, Texas 75201



By:

President

Attest:

Secretary

PACKET

17.8

May 14, 2024

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) If the grantee wholly owns the named Insured,
 - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are

both wholly-owned by the same person or Entity, or

- (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chicago Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-442-7067

You may also write to Chicago Title Insurance Company at:

**Attention: Claims
PO Box 45023
Jacksonville, FL 32232-5023**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write to the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Chicago Title Insurance Company's para informacion o para someter una queja al:

1-800-442-7067

Usted tambien puede escribir a Chicago Title Insurance Company:

**Attention: Claims
PO Box 45023
Jacksonville, FL 32232-5023**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Conditions Continued

Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a mortgagee policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect, or (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The

proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage.

PACKET

17.11

May 14, 2024

Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and

- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance.

Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the laws of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at: National Claims Administration PO Box 45023 Jacksonville, Florida 32232-5023.

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

Name and Address of Title Insurance Company: Chicago Title Insurance Company
Attention: Claims
PO Box 45023
Jacksonville, FL 32232-5023

G.F. No. **4712016961**

Policy No. **44-903-100-4712016961**

Issued with Policy No. **44-903-101-4712016961**

Address for Reference only: **21.52 ACRES NEAR CORNER OF SH 158 AND FUTURE WADLEY AVE,
MIDLAND, TX**

Amount of Insurance: **\$2,700,000.00**

Premium: **\$12,986.00**

Date of Policy: **October 23, 2020 at 02:25 pm**

1. Name of Insured: **CWS Royale SW, L.P., a California limited partnership**

2. The estate or interest in the land that is insured by this policy is:

FEE SIMPLE

3. Title is insured as vested in:

CWS Royale SW, L.P., a California limited partnership

4. The land referred to in this policy is described as follows:

See Exhibit A Attached

Exhibit A

BEING a 27.2501 acre (1,187,016 square foot) tract of land situated in Section 35, Block 40, Township 1-S, T&P RR Co Survey, Abstract No. 378, Midland County, Texas; said tract being part of Tract Seven in Warranty Deed to Cumberland and Western Resources, LLC recorded in Instrument No. 2008-26873 of the Official Public Records of Midland County, Texas; said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap set for corner at the intersection of the southwest right-of-way line of State Highway No. 158 (a 150-foot wide right-of-way) and the proposed southeast right-of-way line of Wadley Avenue (a variable width right-of-way, 150-feet wide at this point);

THENCE departing the said southwest line of State Highway No. 158 and along the said southeast line of Wadley Avenue, the following six (6) calls:

South 75°54'41" West, a distance of 70.75 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 30°55'12" West, a distance of 547.07 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 36°37'39" West, a distance of 151.02 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 30°46'03" West, a distance of 7.15 feet to a 5/8-inch iron rod with "KHA" cap set at the beginning of a non-tangent curve to the right having a central angle of 43°01'09", a radius of 1,344.00 feet, a chord bearing and distance of South 52°25'46" West, 985.58 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 1,009.11 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 14°19'25" West, departing the said southeast line of Wadley Avenue, a distance of 120.06 feet to a 5/8-inch iron rod with "KHA" cap set at the beginning of a non-tangent curve to the left having a central angle of 2°00'56", a radius of 1,224.00 feet, a chord bearing and distance of North 72°45'40" East, 43.06 feet; said point being in the northwest right-of-way line of said Wadley Avenue;

THENCE along the said northwest line of Wadley Avenue and in a northeasterly direction, with said curve to the left, an arc distance of 43.06 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 14°19'25" West, departing the said northwest line of Wadley Avenue, a distance of 984.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner; from said point a 1-inch iron pipe found for the northwest corner of said Section 35 bears North 22°30'16" West, a distance of 956.67 feet;

THENCE North 38°07'57" East, a distance of 483.02 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 59°04'45" East, a distance of 921.69 feet to a 5/8-inch iron rod with "KHA" cap set for corner in the said northwest line of Wadley Avenue;

THENCE along the said northwest line of Wadley Avenue, the following three (3) calls:

North 30°55'12" East, a distance of 332.61 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 14°05'19" West, a distance of 70.70 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the intersection of the said southwest line of State Highway No. 158 and the said northwest line of Wadley Avenue;

THENCE South 59°05'24" East, along the said southwest line of State Highway No. 158, a distance of 1246.17 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 30°54'36" East, a distance of 32.19 feet to a point for corner;

THENCE South 59°05'24" East, a distance of 3855.42 feet to a point for corner;

THENCE South 30°54'36" West, a distance of 32.67 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 59°05'24" West, a distance of 2359.23 feet to the POINT OF BEGINNING and containing 27.2501 acres or 1,187,016 square feet of and, more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. Item 1, Schedule B is hereby deleted in its entirety.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of low mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.

6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):

- a. **Vendor's Lien retained in the following Deed securing the payment of one note in the principal amount shown below, and any other obligation secured thereby:**

Dated: October 21, 2020

Grantor: Cumberland & Western Resources LLC, a Wyoming limited liability company

Grantee: CWS Royale SW, L.P., a California limited partnership

Note Amount: One Million Four Hundred Thousand and 00/100 (\$1,400,000.00)

Payable to: Cumberland & Western Resources LLC, a Wyoming limited liability company

Recording Date: October 23, 2020

Recording No.: Clerk's File No. 2020-31839 of the Real Property Records of Midland County, Texas

Additionally secured by Deed of Trust of even date therewith as set forth below, and subject to all of the terms, conditions, and stipulations contained therein including but not limited to any future indebtedness also secured by this lien:

To: Rebecca S. Conrad, Trustee

Recording Date: October 23, 2020

Recording No.: Clerk's File No. 2020-31840 of the Real Property Records of Midland County, Texas

- b. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- c. Right of Way to The Midland & Northwestern Railway Co., recorded in [Volume 27, Page 296](#), Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest.
- d. Proposed Water Main Easement, recorded in [Volume 180, Page 86](#), Deed Records, also filed in [Cabinet B, Page 2](#), Plat Records, Midland County, Texas.
- e. Right of Way to Colorado River Municipal Water District, recorded in [Volume 308, Page 502](#), Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest.
- f. Right of Way to Pioneer Natural Gas Company, recorded in [Volume 577, Page 693](#), Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest.
- g. Water Pipeline Easement and Right of Way to Midland County Fresh Water Supply District No. 1, recorded in [Instrument No. 2012-19430](#), Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest.
- h. Ordinance No. 1055, Extending the boundary of the city limits of the City of Midland, recorded under Clerk's File No. 2020-7177, Official Records, Midland County, Texas.
- i. Terms, conditions and provisions contained in Service Agreement by and between the City of Midland and Cumberland & Western Resources, LLC, recorded under Clerk's File No. 2020-9194, Official Records of Midland County, Texas.
- j. Section 14 of the Conditions of this Policy is hereby deleted.

MINERALS AND SURFACE DAMAGE ENDORSEMENT T-19.2

Attached to Policy No. 44-903-100-4712016961 issued by **CHICAGO TITLE INSURANCE COMPANY**, Herein called the Company.

The Company insures the Insured against loss which the insured shall sustain by reason of damage to improvements (excluding lawns shrubbery or trees) located on the Land on or after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of coal, lignite, oil, gas or other minerals excepted or excluded on Schedule A, item 2 or excepted in Schedule B. This endorsement does not insure against loss resulting from subsidence.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the amount of insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company



Authorized Countersignature



By:



President

Attest:



Secretary

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.

RIGHT-OF-WAY DEDICATION DEED

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

WHEREAS, **CWS ROYALE SW, L.P.**, a California limited partnership ("**Grantor**"), is the owner of a certain tract of land lying and being situated in Midland County, Texas, and desires to dedicate to the use by the public a parcel of land lying and being situated in said tract;

NOW, THEREFORE, for and in consideration of Ten dollars (\$10.00) and other good and valuable consideration, including the enhancement in value of Grantor's abutting property to be realized from the dedication, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby GIVE, GRANT, DEDICATE AND CONVEY to the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation having an address of P.O. Box 1152, Midland, Texas 79702 ("**Grantee**"), for the use and benefit of the public for street, road, drainage, and public utility purposes, and for any other ancillary public use as is usual and customary in connection therewith, a right-of-way easement in, on, upon, over, under, across, along and through the following described property:

A 5.2689-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED IN THE METES AND BOUNDS ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN FOR ALL PURPOSES.

TO HAVE AND TO HOLD the above-described premises, together with all the rights and

appurtenances thereto in anywise belonging unto the said public generally for the purposes hereinabove recited.

IN WITNESS WHEREOF, Grantor has caused this RIGHT-OF-WAY DEDICATION DEED to be executed with an effective date of the ____ day of _____, 2024.

GRANTOR
CWS ROYALE SW, L.P.,
a California limited partnership

By: SCP Wadley GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Brian Woidneck, Vice President

STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 10th day of April, 2024,
by **Brian Woidneck** in the capacity herein stated.


Notary Public, State of Texas
Printed Name: William Hunter Sanders
My Commission Expires: 02-03-2026

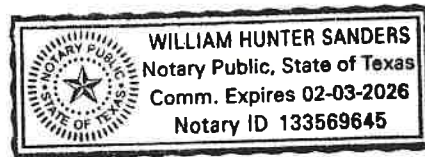


EXHIBIT A

See Attached

LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION

BEING a 5.2689 acre (229,512 square foot) tract of land situated in Section 35, Block 40, T-S-1 T&P RR Co Survey, Abstract No. 378, Midland County, Texas; said tract being part of that tract of land described in Special Warranty Deed with Vendor's Lien to CWS Royale SW, L.P. recorded in Instrument No. 2020-31839 of the Official Public Records of Midland County, Texas; said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with "KHA" cap set for the west corner of that tract described in General Warranty Deed to the City of Midland recorded in Instrument No. 2021-8616 of said Official Public Records; said point being in the southwest right-of-way line of State Highway No. 158 (a variable width right-of-way); from said point a 1-inch iron pipe found for the northwest corner of said Section 35 bears South 88°14'30" West, a distance of 539.90 feet;

THENCE South 59°04'58" East, along the southwest line of said City of Midland tract, a distance of 1,246.32 feet to a 5/8-inch iron rod with "KHA" cap set for the **POINT OF BEGINNING**;

THENCE South 59°04'58" East, continuing along the said southwest line of the City of Midland tract, a distance of 250.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 75°54'41" West, departing the said southwest line of the City of Midland tract, a distance of 71.14 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 30°55'18" West, a distance of 547.09 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 36°37'39" West, a distance of 151.02 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 30°46'03" West, a distance of 7.15 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 1,344.00 feet, a central angle of 43°01'09", and a chord bearing and distance of South 52°25'46" West, 985.58 feet;

THENCE in a southwesterly direction, with said non-tangent curve to the right, an arc distance of 1,009.11 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 14°19'25" West, a distance of 119.79 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a non-tangent curve to the left with a radius of 1,244.00 feet, a central angle of 42°28'50", and a chord bearing and distance of North 52°09'04" East, 901.35 feet;

THENCE in a northeasterly direction, with said non-tangent curve to the left, an arc distance of 922.33 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

RIGHT-OF-WAY DEDICATION
PART OF SECTION 35, BLOCK 40,
T-S-1, T&P RR CO SURVEY
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MCB	KHA	May 14, 2024	2023-14809	1 OF 3

PACKET

17.24

THENCE North 25°12'32" East, a distance of 150.50 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 30°55'12" East, a distance of 547.64 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

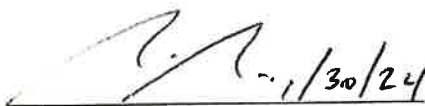
THENCE North 14°05'19" West, a distance of 70.48 feet to the **POINT OF BEGINNING** and containing 229,512 square feet or 5.2689 acres of land, more or less.

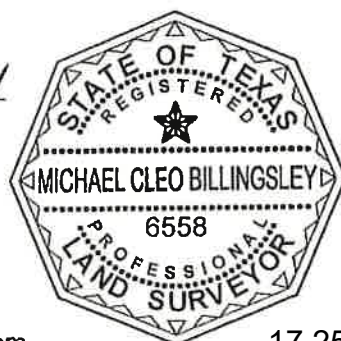
NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203).
A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the right-of-way tract.

RIGHT-OF-WAY DEDICATION
PART OF SECTION 35, BLOCK 40,
T-S-1, T&P RR CO SURVEY
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS


MICHAEL CLEO BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



17.25

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MCB	KHA	May 14, 2024	109	2 OF 3

WADLEY AVENUE

(A 120-FOOT WIDE RIGHT-OF-WAY)

STATE HIGHWAY NO. 158

(A VARIABLE WIDTH RIGHT-OF-WAY)

S59°04'58"E 1246.32'

P.O.C.

P.O.B.

CITY OF MIDLAND
(INST. NO. 2021-8616)

PART OF
TRACT SEVEN
CUMBERLAND AND WESTERN
RESOURCES, LLC
(INST. NO. 2008-26873)

RIGHT-OF-WAY
DEDICATION
5.2689 ACRES
229,512 SQ. FT.

PART OF CWS ROYALE SW, L.P.
(INST. NO. 2020-31839)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	43°01'09"	1344.00'	1009.11'	S52°25'46"W	985.58'
C2	42°28'50"	1244.00'	922.33'	N52°09'04"E	901.35'

LINE TABLE

NO.	BEARING	LENGTH
L1	S59°04'58"E	250.16'
L2	S75°54'41"W	71.14'
L3	S30°55'18"W	547.09'
L4	S36°37'39"W	151.02'
L5	S30°46'03"W	7.15'
L6	N14°19'25"W	119.79'
L7	N25°12'32"E	150.50'
L8	N30°55'12"E	547.64'
L9	N14°05'19"W	70.48'

LEGEND

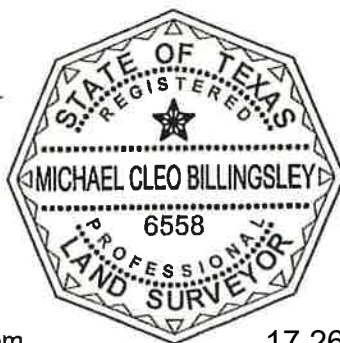
Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IPF = IRON PIPE FOUND

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203).
A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the right-of-way tract.

Michael Cleo Billingsley
1/30/24
MICHAEL CLEO BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



17.26

RIGHT-OF-WAY DEDICATION
PART OF SECTION 35, BLOCK 40,
T-S-1, T&P RR CO SURVEY
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	MCB	KHA	May 14, 2024	009	3 OF 3



City Council Meeting

Item Number: 18
Meeting Date: May 14, 2024
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-008) WITH PERMIAN DEEP ROCK OIL COMPANY, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 13 AND 14, BLOCK 39, T-1-S, MIDLAND COUNTY, TEXAS (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

This motion will provide applicants with a 60' wide right of way to place up to a 138Kv overhead power line on the City of Midland-owned property. Power is for the oil well drilling and completion activities on the City of Midland-owned Executive Airpark Property.

The applicant will need a 20' wide temporary workspace in construction places.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): \$1,000

Full ten-year term paid in advance (\$400.00 per rod x 878.4 rods) \$351,360.00

Total Collected: \$352.360.00

Strategic Priority:

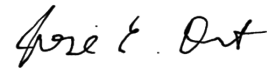
(Strong Economy with More Quality Jobs)

Discussion:

At this time the powerline will exclusively service the City of Midland mineral lease with Permian Deep Rock Oil Company and Surface Use Agreement dated April 21, 2022, with Midland-Petro D.C Partners, LLC on the City of Midland owned land located East of the Executive Airpark.

Certificates of Insurance are on file.

The City Secretary is to record all documents.



City Manager's Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

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 McAnally Wilkins Insurance, An Alliant Company P.O. Box 60810 Midland TX 79711	CONTACT NAME: Leslie Wilson PHONE (A/C, No, Ext): 432-685-9300 E-MAIL ADDRESS: Leslie@mcanalywilkins.com FAX (A/C, No):	
License#: 15714884 DAVIHAR-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Permian Deep Rock Oil Company, LLC PO Box 2071 Midland TX 79702	INSURER A: Phoenix Insurance Company	25623
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D: Argonaut Insurance Company	19801
	INSURER E: Gotham Insurance Company	25569
	INSURER F: Underwriters at Lloyd's (Lloyd's of London)	0

COVERAGES**CERTIFICATE NUMBER:** 510941456**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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ S&A Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		H-660-8S479979-TIL-24	3/2/2024	3/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BA-5R534692-24-N4-G	3/2/2024	3/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP-2T071775-24-N4	3/2/2024	3/2/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	0001207657 WC 928948322174	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability		OX2024MEE01179	3/2/2024	3/2/2025	Each Occurrence 20,000,000
B	Rented/Leased Equipment		H-660-8S479979-TIL-24	3/2/2024	3/2/2025	Per Item/Occurrence: 250,000
F	Control of Well		TN23610620	1/1/2024	1/1/2025	Control of Well See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. All policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30-day notice of cancellation. The General Liability policy includes a special endorsement that contains "primary & non-contributory" wording.

Control of Well Limits:

Combined Single Limit for all Producing, Shut In, Temporary Abandoned and Plugged and Abandoned Wells: \$10,000,000

Combined Single Limit for all Vertical Drilling and Workover Wells: \$10,000,000

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Midland
City Attorney Office
P.O. 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

[Signature]

PACKET

18.3

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ACORD 25 (2016/03)

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May 14, 2024



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY McAnally Wilkins Insurance, An Alliant Company		NAMED INSURED Permian Deep Rock Oil Company, LLC PO Box 2071 Midland TX 79702	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Combined Single Limit for all Horizontal Drilling and Workover Wells: \$45,000,000

Combined Single Limit for all Drilling and Workover Wells: \$45,000,000

Care, Custody & Control: \$5,000,000

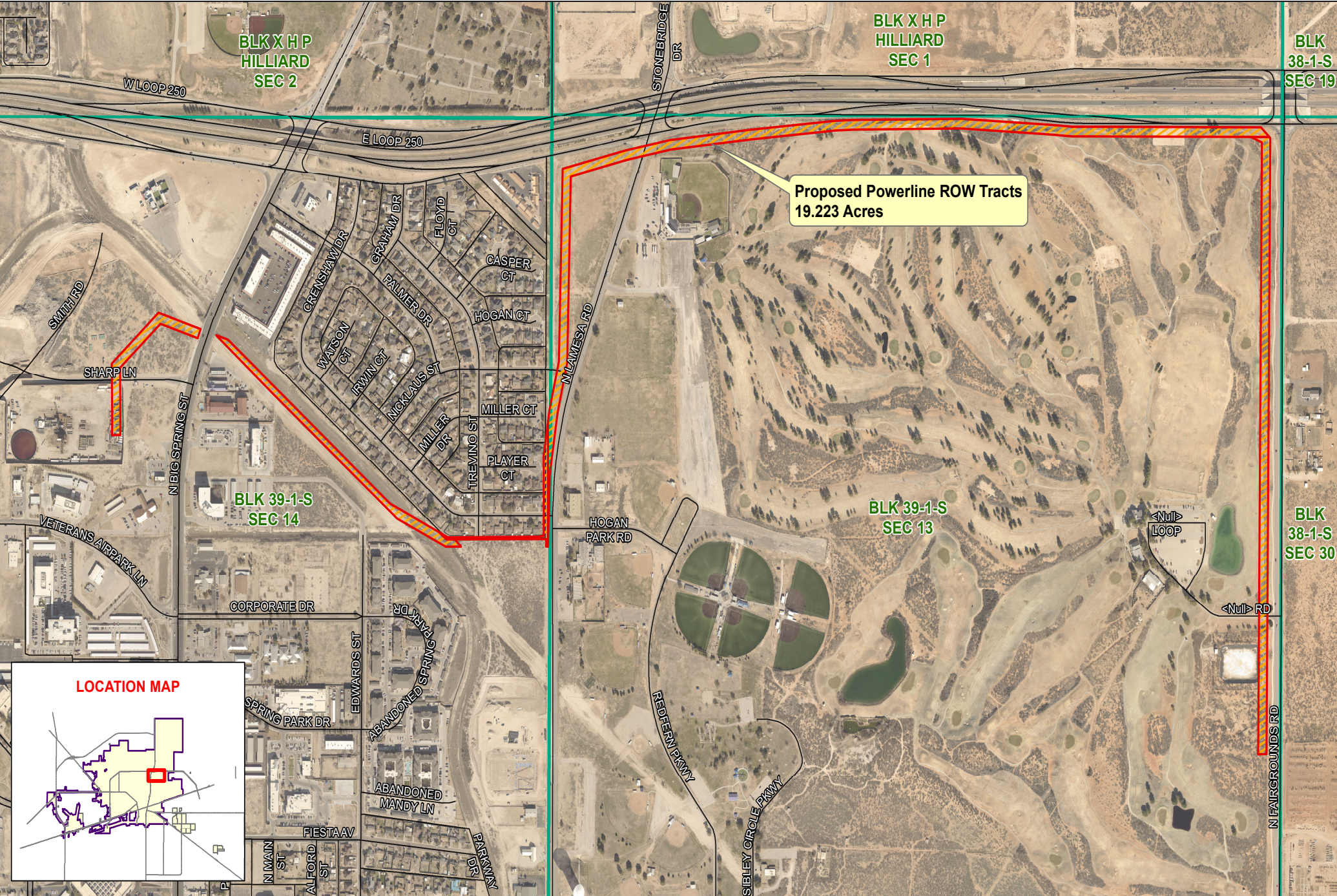
Control of Well Retentions:

Any one accident or occurrence for 100% Interest: \$100,000

Any one accident or occurrence for 100% Interest for Drilling Wells over \$5,500,000 CHC AFE: \$250,000

Any one accident or occurrence in respect of Care, Custody and Control for 100% Interest: \$100,000

Re: Oil and/or gas wells permitted by the City of Midland and Right of Way License Holder Name Includes: City of Midland, the City's officials, employees, agents and officers. All policies except workers' compensation include blanket additional insured endorsement that provides additional insured status to applicable parties as required by written contract. All policies include blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30 day notice of cancellation.



- Proposed ROW
- Street
- Survey Section

PACKET

Permian Deep Rock Proposed Powerline ROW

May 14, 2024

Date: 3/25/2024

0250500

Feet

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THIS DATA IS NOT A SUBSTITUTE 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.

RIGHT OF WAY LICENSE

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

Date: May 15, 2024

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Tommy Gonzalez, City Manager

Licensor's Mailing Address: P.O. Box 1152
 Midland, Texas 79702

Licensee: **Permian Deep Rock Oil Company, LLC**

Licensee's Representative: **J. Wayne Bailey**

Licensee's Mailing Address: 500 W. Wall Street, Suite 300
 Midland, Texas 79701

Property: As described in Article III below

License Number: **24-329-008**

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of THREE HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED SIXTY and No/100 Dollars (\$351,360.00) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars (\$1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being eighty (80) feet in width of the locations with operations limited to areas as shown on Exhibit A attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a 138Kv overhead power line and to have the right of ingress and egress at convenient points for such purpose and said construction width shall revert to sixty (60) feet after the power line is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the power line described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the power line described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Intentionally omitted.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

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

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S POWER LINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor

requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

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

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any power line or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this

provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any power line or property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

Umbrella Liability: \$10,000,000.00 each occurrence
\$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee 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. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate.

Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE POWER LINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, 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 ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S POWER LINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE

“INDEMNIFYING PARTIES”), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY’S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY’S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER’S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES’ BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor’s City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor’s City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability.

Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

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

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License

shall be construed, interpreted and enforced 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 other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnities, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the

Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

**LICENSOR:
CITY OF MIDLAND, TEXAS**

By: _____
Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE:
PERMIAN DEEP ROCK OIL COMPANY, LLC

By: [Signature]
Printed Name: J. Wayne Bailey
Title: Attorney-In-Fact

THE STATE OF Texas
COUNTY OF Midland

§
§
§

BEFORE ME, the undersigned authority, on this 25 day of April, 2024 personally appeared J. Wayne Bailey an officer of Permian Deep Rock Oil Company, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

Apr. 1 GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of April, 2024.

[Signature]
Notary Public, State of Texas

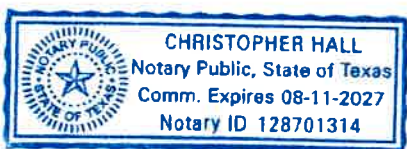


EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
SCHNEIDER ENGINEERING, LLC
9.508 ACRES OR 414,150 SQUARE FEET
AIRPARK 138KV T-LINE METES AND BOUNDS

BEING A 9.508 ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY COMPLETELY WITHIN A TRACT TO THE CITY OF MIDLAND ACCORDING TO THE DOCUMENT RECORD IN VOLUME 94, PAGE 125, DEED RECORDS MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED CORNER (GRID N:10713094.12, GRID E: 1760506.72) FOR THE MOST EASTERLY SOUTHEAST CORNER OF THIS EASEMENT IN THE EAST LINE OF SAID CITY OF MIDLAND TRACT, FROM WHICH A FOUND 5/8-INCH IRON ROD WITH YELLOW CAP MARKED "SCHUMANN" BEARS S 59°15'39" E, A DISTANCE OF 42.43 FEET;

THENCE S 75°38'03" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 1358.91 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S 75°38'06" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 65.87 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S 79°59'27" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 176.03 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 78°48'19" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 628.39 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 74°57'44" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 776.62 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 73°06'13" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 131.77 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 70°16'04" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 622.86 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 69°11'51" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 571.46 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 63°57'08" W, ACROSS SAID CITY OF MIDLAND TRACT A DISTANCE OF 321.24 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 61°23'03" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 420.61 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 13°10'35" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 1161.88 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S 01°50'52" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 318.64 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 06°15'34" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 387.55 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 12°55'42" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 450.99 FEET TO A CALCULATED CORNER FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE S 75°18'57" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 2.68 FEET TO A CALCULATED CORNER FOR THE SOUTHWEST CORNER OF THIS TRACT, COMMON TO THE WEST LINE OF SAID SECTION 13, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH ORANGE CAP BEARS S 80°49'40" W, A DISTANCE OF 474.88 FEET;

THENCE N 14°22'49" W, WITH THE WEST LINE OF SAID SECTION 13, COMMON TO THE EAST LINE OF SECTION 14, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY, ABSTRACT 667, A DISTANCE OF 776.72 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 06°15'34" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 69.27 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 01°50'52" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 315.00 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 13°10'35" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 1201.60 FEET TO A CALCULATED CORNER FOR THE NORTHWEST CORNER OF THIS TRACT;

AIRPARK 138KV T-LINE
MIDLAND COUNTY
METES AND BOUNDS

SCHNEIDER ENGINEERING, LLC
SAM JOB NO. 75842
SHEET 02 OF 06
TRACT ID - CITY OF MIDLAND 1

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
SCHNEIDER ENGINEERING, LLC
9.508 ACRES OR 414,150 SQUARE FEET
AIRPARK 138KV T-LINE METES AND BOUNDS

THENCE N 61°23'03" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 467.63 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 63°57'08" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 325.34 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 69°11'51" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 574.77 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 70°16'04" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 624.90 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 76°06'13" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 134.23 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT IN THE SOUTH LINE OF STATE LOOP 250, HAVING A VARIABLE RIGHT OF WAY;

THENCE N 74°57'44" E, WITH THE NORTH LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE SOUTH LINE OF SAID LOOP 250, A DISTANCE OF 779.60 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 78°48'19" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 631.02 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT, COMMON TO THE SOUTH LINE OF SAID LOOP 250;

THENCE N 79°59'28" E, WITH THE NORTH LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE SOUTH LINE OF SAID LOOP 250, A DISTANCE OF 174.37 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP MARKED "SCHUMANN" FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 75°38'03" E, WITH THE NORTH LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE SOUTH LINE OF SAID LOOP 250, A DISTANCE OF 65.24 FEET TO A CALCULATED CORNER OF THIS TRACT;

THENCE N 75°38'03" E, WITH THE NORTH LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE SOUTH LINE OF SAID LOOP 250, A DISTANCE OF 1297.33 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP MARKED "SCHUMANN" FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 59°19'31" E, WITH THE NORTHEAST LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE SOUTH LINE OF SAID LOOP 250, A DISTANCE OF 84.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.508 ACRES OF LAND.

THE TOTAL DISTANCE OF CENTERLINE ACROSS SAID TRACT BEING 6868.97 FEET OR 416.30 RODS

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.99991645.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.

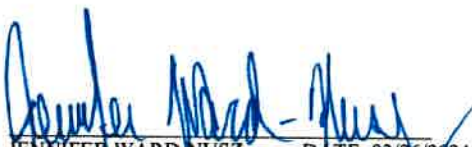
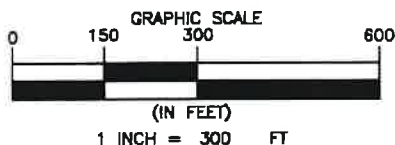

JENNIFER WARD-NUSZ DATE: 03/26/2024
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



EXHIBIT 'B'

AIRPARK 138KV TRANSMISSION LINE

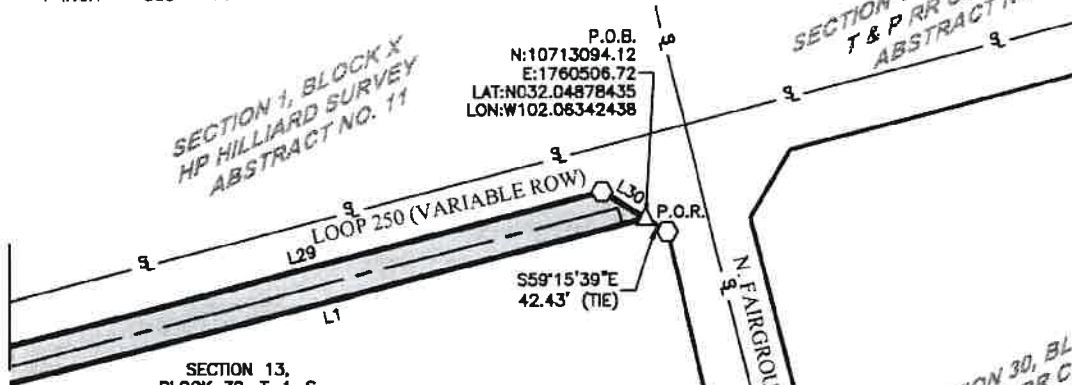


MATCH LINE - SHEET 04

SECTION 1, BLOCK X
HP HILLIARD SURVEY
ABSTRACT NO. 11

P.O.B.
N:10713094.12
E:1760506.72
LAT: N032.04878435
LON: W102.08342438

SECTION 19, BLOCK 38, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 20



SECTION 13,
BLOCK 39, T-1-S
T & P RR CO
SURVEY
AB-35

CITY OF MIDLAND
VOL 94, PG 125
D.R.M.C.T.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S75°38'03\"W	1358.91'
L29	N75°38'03\"E	1297.33'
L30	S59°19'31\"E	84.79'

SECTION 30, BLOCK 38, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 679

CALLED 111.38 ACRES
WEST TRACT
DOLORES L. MCCALL
VOL. 2771, PG. 38
O.P.R.M.C.T.

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 35

LEGEND

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS

D.R.M.C.T. DEED RECORDS
MIDLAND COUNTY, TEXAS

P.O.B. POINT OF BEGINNING

P.O.R. POINT OF REFERENCE

5/8" IR W/YELLOW CAP MRK'D "SCHUMANN"

△ CALCULATED CORNER

--- TRANSMISSION CENTERLINE

--- TRANSMISSION EASEMENT

--- SUBJECT PROPERTY LINE

--- ADJOINER PROPERTY LINE

--- SECTION LINE

--- BLOCK LINE

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT



CENTERLINE LENGTH:
6868.97 FEET / 416.30 RODS

SHEET 03 OF 06

PROJECT: 75842 - AIRPARK 138KV T-LINE

JOB NUMBER: 75842

DATE: 03/26/2024

SCALE: 1"=300'

TRACT: CITY OF MIDLAND

DRAWN BY: JCV

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
414,150 SQ. FT. OR 9.508 ACRES

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY ABSTRACT NO. 35
MIDLAND COUNTY, TEXAS

SAM

15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.899.0601
Fax: 432.899.0861
Email: info@sam.biz

May 14, 2024

Texas Firm Registration No. 10064300

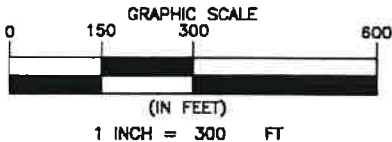
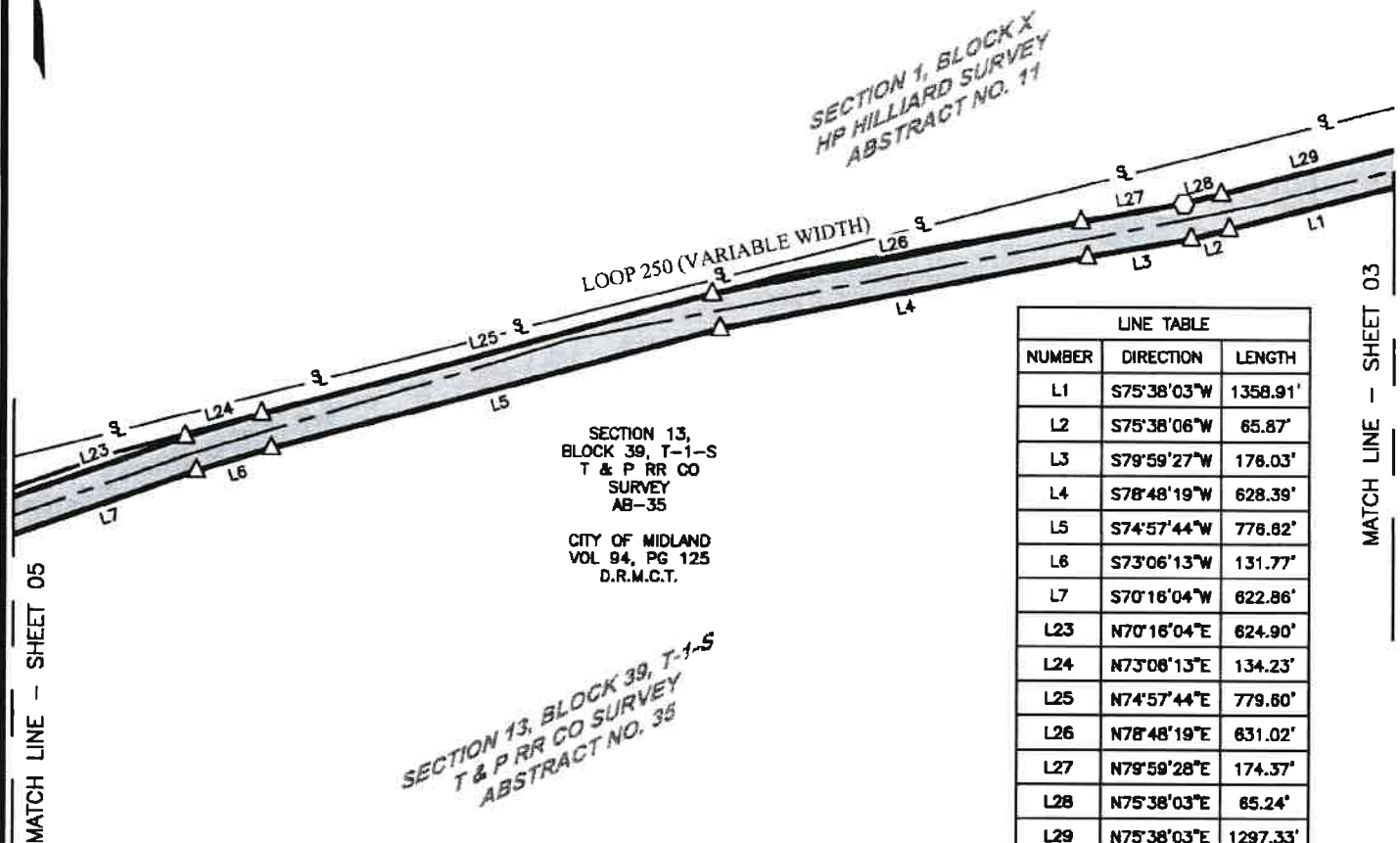


EXHIBIT 'B' AIRPARK 138KV TRANSMISSION LINE



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S75°38'03"W	1358.91'
L2	S75°38'06"W	65.87'
L3	S79°59'27"W	176.03'
L4	S78°48'19"W	628.39'
L5	S74°57'44"W	776.82'
L6	S73°06'13"W	131.77'
L7	S70°16'04"W	622.86'
L23	N70°16'04"E	624.90'
L24	N73°06'13"E	134.23'
L25	N74°57'44"E	779.60'
L26	N78°48'19"E	631.02'
L27	N79°59'28"E	174.37'
L28	N75°38'03"E	65.24'
L29	N75°38'03"E	1297.33'

MATCH LINE - SHEET 03

MATCH LINE - SHEET 05

LEGEND

D.R.M.C.T. DEED RECORDS
MIDLAND COUNTY, TEXAS

P.O.B. POINT OF BEGINNING

P.O.R. POINT OF REFERENCE

○ 5/8" IR W/YELLOW CAP MRK'D "SCHUMANN"

△ CALCULATED CORNER

— TRANSMISSION CENTERLINE

— TRANSMISSION EASEMENT

— SUBJECT PROPERTY LINE

— ADJOINER PROPERTY LINE

— SECTION LINE

— BLOCK LINE

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT



CENTERLINE LENGTH:
6868.97 FEET / 416.30 RODS

SHEET 04 OF 06

PROJECT: 75842 - AIRPARK 138KV T-LINE

JOB NUMBER: 75842

DATE: 03/26/2024

SCALE: 1"=300'

TRACT: CITY OF MIDLAND

DRAWN BY: PACKET

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
414,150 SQ. FT. OR 9.508 ACRES

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 35
MIDLAND COUNTY, TEXAS

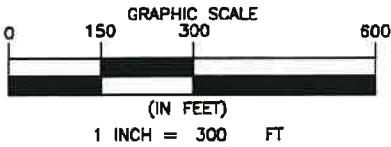
SAM

15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.899.0601
Fax: 432.899.0661
Email: info@sam.biz

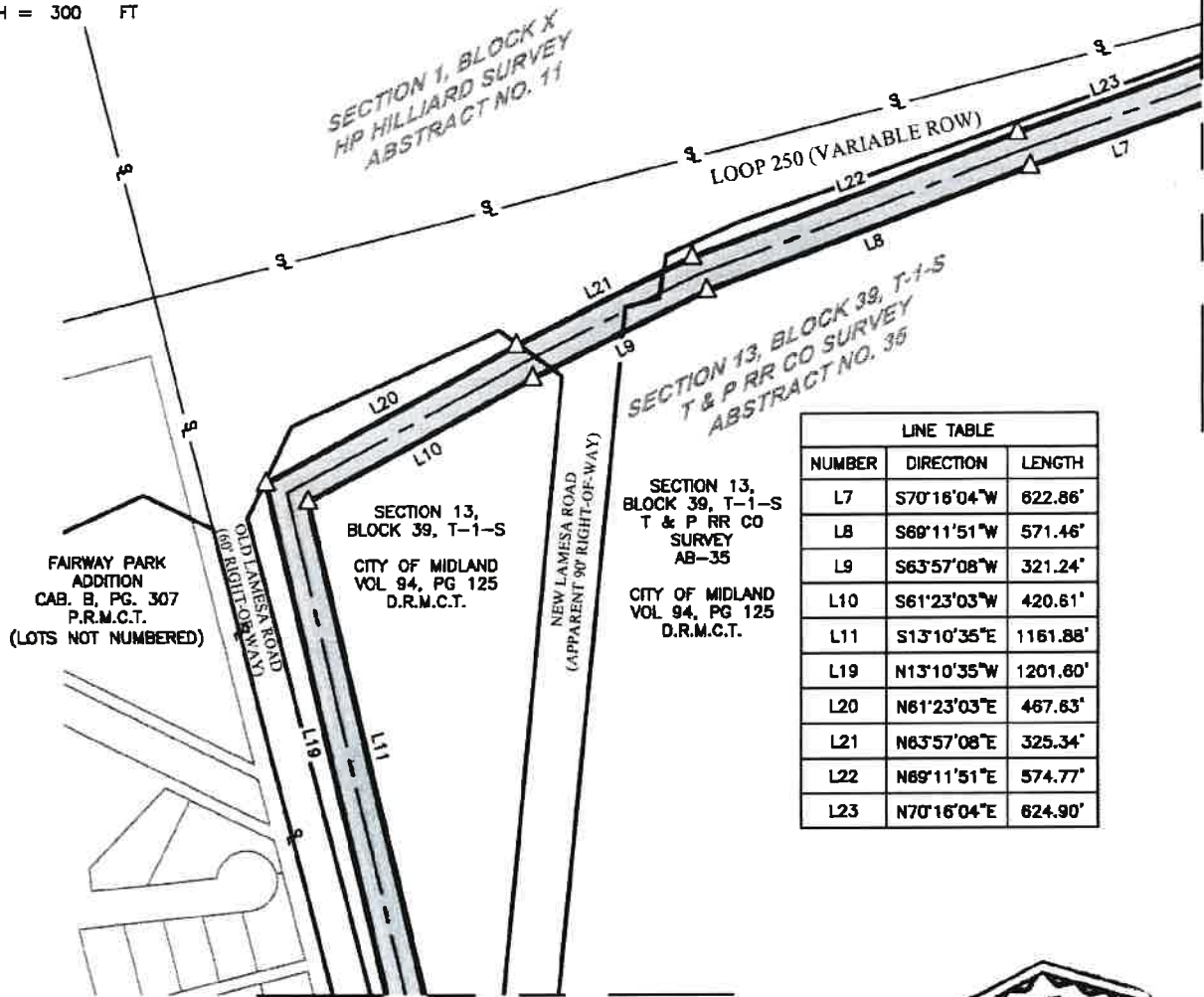
May 14, 2024
Texas Firm Registration No. 10064300

75842 - AIRPARK - CITY OF MIDLAND-1.DWG

EXHIBIT 'B'
AIRPARK 138KV
TRANSMISSION LINE



N



MATCH LINE - SHEET 04

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L7	S70°16'04"W	622.86'
L8	S69°11'51"W	571.46'
L9	S63°57'08"W	321.24'
L10	S61°23'03"W	420.61'
L11	S13°10'35"E	1161.88'
L19	N13°10'35"W	1201.80'
L20	N61°23'03"E	467.63'
L21	N63°57'08"E	325.34'
L22	N69°11'51"E	574.77'
L23	N70°16'04"E	624.90'

LEGEND

O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T.	DEED RECORDS MIDLAND COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.E.	POINT OF EXIT
P.O.R.E.	POINT OF RE-ENTRY
P.O.T.	POINT OF TERMINATION
Δ	CALCULATED CORNER
---	TRANSMISSION CENTERLINE
---	TRANSMISSION EASEMENT
---	SUBJECT PROPERTY LINE
---	ADJOINER PROPERTY LINE
---	SECTION LINE
---	BLOCK LINE

MATCH LINE - SHEET 06

Jennifer Ward-Nusz
JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
6868.97 FEET / 416.30 RODS

SHEET 05 OF 06

PROJECT: 75842 - AIRPARK 138KV T-LINE
JOB NUMBER: 75842
DATE: 03/26/2024
SCALE: 1"=300'
TRACT: AIRPARK, MIDLAND
DRAWN BY: JCV

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
414,150 SQ. FT. OR 9.508 ACRES

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 35
MIDLAND COUNTY, TEXAS

SAK

13 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.899.0601
Fax: 432.899.0681
Email: info@sam.biz

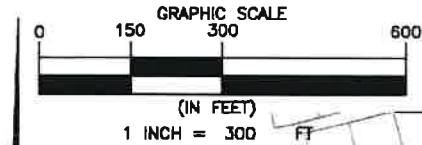
May 14, 2024

Texas Firm Registration No. 10064300

75842 - AIRPARK - CITY OF MIDLAND-1.DWG

EXHIBIT 'B'

AIRPARK 138KV TRANSMISSION LINE
MATCH LINE - SHEET 05

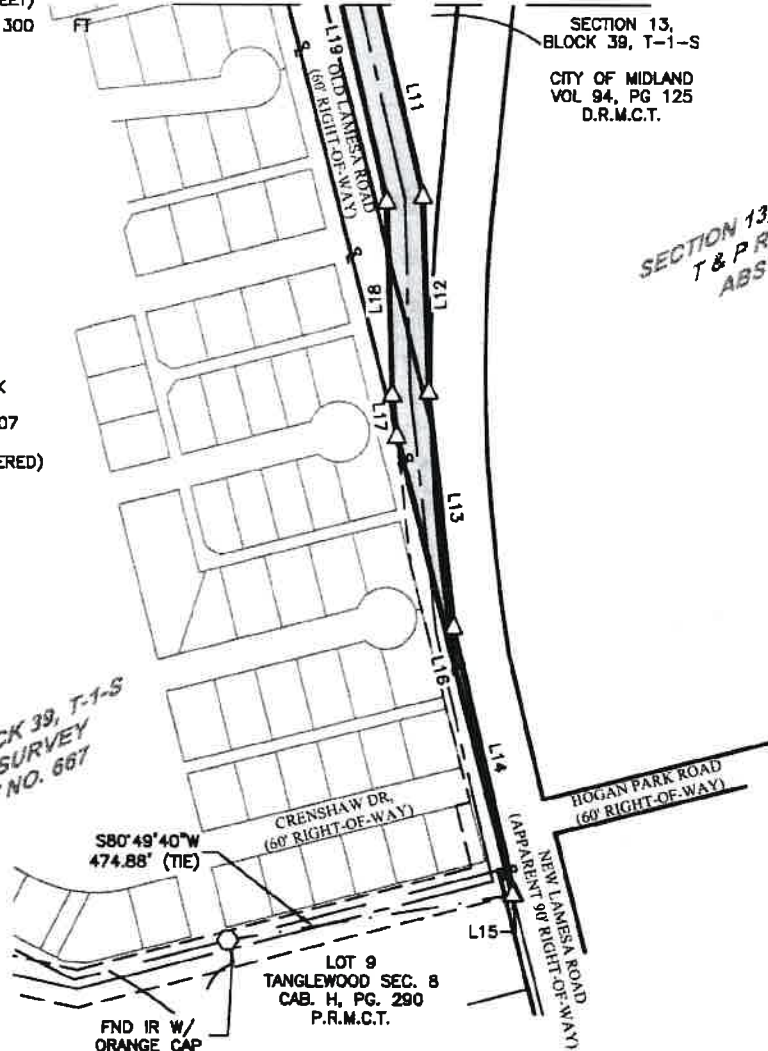


FAIRWAY PARK
ADDITION
CAB. B, PG. 307
P.R.M.C.T.
(LOTS NOT NUMBERED)

SECTION 13,
BLOCK 39, T-1-S
CITY OF MIDLAND
VOL 94, PG 125
D.R.M.C.T.

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 35

SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 667



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L11	S13°10'35\"E	1161.88'
L12	S01°50'52\"E	318.64'
L13	S06°15'34\"E	387.55'
L14	S12°55'42\"E	450.99'
L15	S75°18'57\"W	2.68'
L16	N14°22'49\"W	776.72'
L17	N06°15'34\"W	69.27'
L18	N01°50'52\"W	315.00'
L19	N13°10'35\"W	1201.80'

LEGEND

- O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS
- P.R.M.C.T. PLAT RECORDS
MIDLAND COUNTY, TEXAS
- D.R.M.C.T. DEED RECORDS
MIDLAND COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.O.E. POINT OF EXIT
- P.O.R.E. POINT OF RE-ENTRY
- P.O.T. POINT OF TERMINATION
- 1/2" IR W/ORANGE CAP AS NOTED
- △ CALCULATED CORNER
- TRANSMISSION CENTERLINE
- TRANSMISSION EASEMENT
- SUBJECT PROPERTY LINE
- ADJOINER PROPERTY LINE
- SECTION LINE
- BLOCK LINE

Jennifer Ward-Nusz
JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
6868.97 FEET / 416.30 RODS

SHEET 06 OF 06

PROJECT: 75842 - AIRPARK 138KV T-LINE
JOB NUMBER: 75842
DATE: 03/26/2024
SCALE: 1"=300'
TRACT: CITY OF MIDLAND
DRAWN BY: JWA

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
414,150 SQ. FT. OR 9.508 ACRES

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 35
MIDLAND COUNTY, TEXAS

SAM

15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.699.0801
Fax: 432.699.0861
Email: info@sam.biz

May 14, 2024
Texas Firm Registration No. 10064300

AIRPARK 138KV T-LINE
MIDLAND COUNTY
METES AND BOUNDS

SCHNEIDER ENGINEERING, LLC
SAM JOB NO. 75842
SHEET 01 OF 02
TRACT ID - CITY OF MIDLAND 2

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
SCHNEIDER ENGINEERING, LLC
0.692 ACRES OR 30,153 SQUARE FEET
AIRPARK 138KV T-LINE METES AND BOUNDS

BEING A 0.692 ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY, ABSTRACT 667, COMPLETELY WITHIN A TRACT TO THE CITY OF MIDLAND ACCORDING TO THE DOCUMENTS RECORD IN PLAT CABINET B, PAGE 307 AND PLAT CABINET H, PAGE 290, PLAT RECORDS, MIDLAND COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED CORNER (GRID N:10710069.86, GRID E: 1755905.43) FOR THE NORTH CORNER OF THIS TRACT IN THE EAST LINE OF SAID SECTION 14, COMMON TO THE WEST LINE OF SECTION 13, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY, ABSTRACT 35;

THENCE S 14°22'49" E, WITH THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 776.72 FEET TO A CALCULATED CORNER FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 75°18'57" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 12.90 FEET TO A CALCULATED CORNER FOR THE MOST EASTERLY SOUTHWEST CORNER OF THIS TRACT IN THE EAST LINE OF A TANGLEWOOD ADDITION, SECTION 8, ACCORDING TO THE DOCUMENT RECORDED IN PLAT CABINET H, PAGE 290, PLAT RECORDS, MIDLAND COUNTY, TEXAS;

THENCE N 14°23'07" W, WITH THE EAST LINE OF SAID TANGLEWOOD ADDITION, COMMON TO THE WEST LINE OF SAID CITY OF MIDLAND TRACT, A DISTANCE OF 45.21 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP MARKED "PLS 1974" FOR AN INTERIOR CORNER OF THIS TRACT, COMMON TO THE NORTHEAST CORNER OF SAID TANGLEWOOD ADDITION;

THENCE S 75°22'14" W, WITH THE SOUTH LINE OF SAID FAIRWAY ADDITION, COMMON TO THE NORTH LINE OF SAID TANGLEWOOD ADDITION, A DISTANCE OF 720.08 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 63°17'41" W, WITH THE WEST LINE OF SAID FAIRWAY ADDITION, A DISTANCE OF 66.69 FEET TO A CALCULATED CORNER FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 77°50'56" E, ACROSS SAID FAIRWAY PARK ADDITION, A DISTANCE OF 66.45 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 75°18'57" E, ACROSS SAID FAIRWAY PARK ADDITION, A DISTANCE OF 667.98 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 12°55'41" W, ACROSS SAID FAIRWAY PARK ADDITION, A DISTANCE OF 5.26 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT IN THE SOUTH LINE OF LOT 6, BLOCK 9, FAIRWAY PARK ADDITION;

THENCE N 75°22'14" E, WITH THE NORTH LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 25.69 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT, COMMON TO THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE N 14°22'49" W, WITH THE WEST LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE EAST LINE OF SAID LOT 6 AND LOTS 13, 25, 26 AND 37, BLOCK 8, FAIRWAY PARK ADDITION, A DISTANCE OF 501.39 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 06°15'34" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 212.39 FEET TO THE **POINT OF BEGINNING** AND CONTAINING **0.692 ACRES OF LAND**.

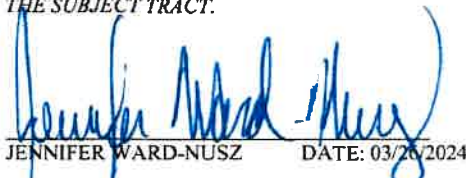
THE TOTAL DISTANCE OF CENTERLINE ACROSS SAID TRACT BEING 520.51 FEET OR 31.55 RODS

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.99991645.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.


JENNIFER WARD-NUSZ DATE: 03/26/2024

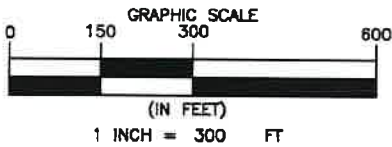


REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

May 14, 2024

EXHIBIT 'B'

AIRPARK 138KV TRANSMISSION LINE



FAIRWAY PARK
ADDITION
CAB. B, PG. 307
P.R.M.C.T.

SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 667

100' WIDE MAGNOLIA PIPELINE
COMPANY EASEMENT
VOL. 87, PG. 515 AND 517
VOL. 119, PG. 673

"MIDLAND DRAW" CALLED 140'
DRAINAGE ESMT. PARKWAY
DRIVE R.O.W.
(PER CAB. J, PG 116)

50' DRAINAGE ESMT.
CAB. C, PG. 107
P.R.M.C.T.

91' WIDE MAGNOLIA
PIPELINE
COMPANY EASEMENT
300, PG. 36
O.P.R.M.C.T.

MIDLAND DRAW R.O.W.
DEDICATION 40' WIDE
PER PLAT CAB. H,
PG. 290

LOTS 8 & 9
REDEEMER CHURCH OF
MIDLAND
DOCUMENT NUMBER
2023-1742
O.P.R.M.C.T.

LOT 8, BLOCK 4
TANGLEWOOD ADDITION,
SECTION 8,
CAB. H, PG. 290
P.R.M.C.T.

P.O.B.
N: 10710089.86
E: 1755905.43
LAT: N032.04027538
LON: W102.07811871

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 35

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S14°22'49"E	776.72'
L2	S75°18'57"W	12.80'
L3	N14°23'07"W	45.21'
L4	S75°22'14"W	720.08'
L5	N63°17'41"W	66.89'
L6	S77°50'56"E	66.45'
L7	N75°18'57"E	667.98'
L8	N12°55'41"W	5.26'
L9	N75°22'14"E	25.69'
L10	N14°22'49"W	501.39'
L11	N06°15'34"W	212.39'

LEGEND

O.P.R.M.C.T.

P.R.M.C.T.

P.O.B.

P.O.R.



OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS

PLAT RECORDS
MIDLAND COUNTY, TEXAS

POINT OF BEGINNING

POINT OF REFERENCE

FOUND 1/2" IRON ROD W/CAP
MRK'D "PLS 1979"

1/2" IR W/ORANGE CAP

FOUND 1/2" IRON ROD

CALCULATED CORNER

TRANSMISSION CENTERLINE

TRANSMISSION EASEMENT

SUBJECT PROPERTY LINE

ADJOINER PROPERTY LINE

SECTION LINE

BLOCK LINE

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
520.51 FEET / 31.55 RODS

SHEET 02 OF 02



PROJECT: 75842 - AIRPARK 138KV T-LINE
JOB NUMBER: 75842
DATE: 03/26/2024
SCALE: 1"=300'
TRACT: CITY OF MIDLAND
DRAWN BY: JSA

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
30,153 SQ. FT. OR 0.692 ACRES
SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 667
MIDLAND COUNTY, TEXAS

SAM

15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.899.0801
Fax: 432.899.0861
Email: info@sam.biz

TEXAS LAND REGISTRATION NO. 10064300

75842 - AIRPARK - CITY OF MIDLAND-2.DWG

AIRPARK 138KV T-LINE
MIDLAND COUNTY
METES AND BOUNDS

SCHNEIDER ENGINEERING, LLC
SAM JOB NO. 75842
SHEET 01 OF 02
TRACT ID - CITY OF MIDLAND 2

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
SCHNEIDER ENGINEERING, LLC
0.692 ACRES OR 30,153 SQUARE FEET
AIRPARK 138KV T-LINE METES AND BOUNDS

BEING A 0.692 ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY, ABSTRACT 667, COMPLETELY WITHIN A TRACT TO THE CITY OF MIDLAND ACCORDING TO THE DOCUMENTS RECORD IN PLAT CABINET B, PAGE 307 AND PLAT CABINET H, PAGE 290, PLAT RECORDS, MIDLAND COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED CORNER (GRID N:10710069.86, GRID E: 1755905.43) FOR THE NORTH CORNER OF THIS TRACT IN THE EAST LINE OF SAID SECTION 14, COMMON TO THE WEST LINE OF SECTION 13, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY, ABSTRACT 35;

THENCE S 14°22'49" E, WITH THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 776.72 FEET TO A CALCULATED CORNER FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 75°18'57" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 12.90 FEET TO A CALCULATED CORNER FOR THE MOST EASTERLY SOUTHWEST CORNER OF THIS TRACT IN THE EAST LINE OF A TANGLEWOOD ADDITION, SECTION 8, ACCORDING TO THE DOCUMENT RECORDED IN PLAT CABINET H, PAGE 290, PLAT RECORDS, MIDLAND COUNTY, TEXAS;

THENCE N 14°23'07" W, WITH THE EAST LINE OF SAID TANGLEWOOD ADDITION, COMMON TO THE WEST LINE OF SAID CITY OF MIDLAND TRACT, A DISTANCE OF 45.21 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP MARKED "PLS 1974" FOR AN INTERIOR CORNER OF THIS TRACT, COMMON TO THE NORTHEAST CORNER OF SAID TANGLEWOOD ADDITION;

THENCE S 75°22'14" W, WITH THE SOUTH LINE OF SAID FAIRWAY ADDITION, COMMON TO THE NORTH LINE OF SAID TANGLEWOOD ADDITION, A DISTANCE OF 720.08 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 63°17'41" W, WITH THE WEST LINE OF SAID FAIRWAY ADDITION, A DISTANCE OF 66.69 FEET TO A CALCULATED CORNER FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 77°50'56" E, ACROSS SAID FAIRWAY PARK ADDITION, A DISTANCE OF 66.45 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 75°18'57" E, ACROSS SAID FAIRWAY PARK ADDITION, A DISTANCE OF 667.98 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 12°55'41" W, ACROSS SAID FAIRWAY PARK ADDITION, A DISTANCE OF 5.26 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT IN THE SOUTH LINE OF LOT 6, BLOCK 9, FAIRWAY PARK ADDITION;

THENCE N 75°22'14" E, WITH THE NORTH LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 25.69 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT, COMMON TO THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE N 14°22'49" W, WITH THE WEST LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE EAST LINE OF SAID LOT 6 AND LOTS 13, 25, 26 AND 37, BLOCK 8, FAIRWAY PARK ADDITION, A DISTANCE OF 501.39 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 06°15'34" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 212.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.692 ACRES OF LAND.

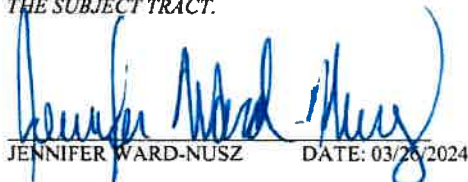
THE TOTAL DISTANCE OF CENTERLINE ACROSS SAID TRACT BEING 520.51 FEET OR 31.55 RODS

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.99991645.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.


JENNIFER WARD-NUSZ DATE: 03/26/2024

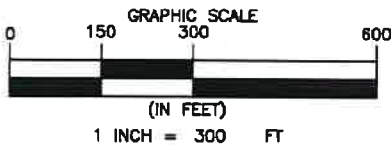


REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

May 14, 2024

EXHIBIT 'B'

AIRPARK 138KV TRANSMISSION LINE



FAIRWAY PARK
ADDITION
CAB. B, PG. 307
P.R.M.C.T.

SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 667

100' WIDE MAGNOLIA PIPELINE
COMPANY EASEMENT
VOL. 87, PG. 515 AND 517
VOL. 119, PG. 673

"MIDLAND DRAW" CALLED 140'
DRAINAGE ESMT. PARKWAY
DRIVE R.O.W.
(PER CAB. J, PG 116)

50' DRAINAGE ESMT.
CAB. C, PG. 107
P.R.M.C.T.

91' WIDE MAGNOLIA
PIPELINE
COMPANY EASEMENT
300, PG. 36
O.P.R.M.C.T.

MIDLAND DRAW R.O.W.
DEDICATION 40' WIDE
PER PLAT CAB. H,
PG. 290

LOT 9, BLOCK 4
TANGLEWOOD SEC. 8
CAB. H, PG. 290
P.R.M.C.T.

LOTS 8 & 9
REDEEMER CHURCH OF
MIDLAND
DOCUMENT NUMBER
2023-1742
O.P.R.M.C.T.

LOT 8, BLOCK 4
TANGLEWOOD ADDITION,
SECTION 8,
CAB. H, PG. 290
P.R.M.C.T.

P.O.B.
N:10710069.86
E:1755905.43
LAT: N032.04027536
LON: W102.07811871

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 35

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S14°22'49"E	776.72'
L2	S75°18'57"W	12.80'
L3	N14°23'07"W	45.21'
L4	S75°22'14"W	720.08'
L5	N63°17'41"W	66.69'
L6	S77°50'56"E	68.45'
L7	N75°18'57"E	667.98'
L8	N12°55'41"W	5.26'
L9	N75°22'14"E	25.89'
L10	N14°22'49"W	501.39'
L11	N06°15'34"W	212.39'

LEGEND

O.P.R.M.C.T.

P.R.M.C.T.

P.O.B.

P.O.R.



OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS

PLAT RECORDS
MIDLAND COUNTY, TEXAS

POINT OF BEGINNING

POINT OF REFERENCE

FOUND 1/2" IRON ROD W/CAP
MRK'D "PLS 1979"

1/2" IR W/ORANGE CAP

FOUND 1/2" IRON ROD

CALCULATED CORNER

TRANSMISSION CENTERLINE

TRANSMISSION EASEMENT

SUBJECT PROPERTY LINE

ADJOINER PROPERTY LINE

SECTION LINE

BLOCK LINE

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
520.51 FEET / 31.55 RODS

SHEET 02 OF 02

PROJECT: 75842 - AIRPARK 138KV T-LINE
JOB NUMBER: 75842
DATE: 03/26/2024
SCALE: 1"=300'
TRACT: CITY OF MIDLAND
DRAWN BY: JCK

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
30,153 SQ. FT. OR 0.692 ACRES
SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 667
MIDLAND COUNTY, TEXAS

SAM

15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.899.0601
Fax: 432.899.0681
Email: info@sam.biz

Texas Survey Registration No. 10064300

75842 - AIRPARK - CITY OF MIDLAND-2.DWG

AIRPARK 138KV T-LINE
MIDLAND COUNTY
METES AND BOUNDS

SCHNEIDER ENGINEERING, LLC
SAM JOB NO. 75842
SHEET 01 OF 02
TRACT ID - CITY OF MIDLAND 2

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
SCHNEIDER ENGINEERING, LLC
0.692 ACRES OR 30,153 SQUARE FEET
AIRPARK 138KV T-LINE METES AND BOUNDS

BEING A 0.692 ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY, ABSTRACT 667, COMPLETELY WITHIN A TRACT TO THE CITY OF MIDLAND ACCORDING TO THE DOCUMENTS RECORD IN PLAT CABINET B, PAGE 307 AND PLAT CABINET H, PAGE 290, PLAT RECORDS, MIDLAND COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED CORNER (GRID N:10710069.86, GRID E: 1755905.43) FOR THE NORTH CORNER OF THIS TRACT IN THE EAST LINE OF SAID SECTION 14, COMMON TO THE WEST LINE OF SECTION 13, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY, ABSTRACT 35;

THENCE S 14°22'49" E, WITH THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 776.72 FEET TO A CALCULATED CORNER FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 75°18'57" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 12.90 FEET TO A CALCULATED CORNER FOR THE MOST EASTERLY SOUTHWEST CORNER OF THIS TRACT IN THE EAST LINE OF A TANGLEWOOD ADDITION, SECTION 8, ACCORDING TO THE DOCUMENT RECORDED IN PLAT CABINET H, PAGE 290, PLAT RECORDS, MIDLAND COUNTY, TEXAS;

THENCE N 14°23'07" W, WITH THE EAST LINE OF SAID TANGLEWOOD ADDITION, COMMON TO THE WEST LINE OF SAID CITY OF MIDLAND TRACT, A DISTANCE OF 45.21 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP MARKED "PLS 1974" FOR AN INTERIOR CORNER OF THIS TRACT, COMMON TO THE NORTHEAST CORNER OF SAID TANGLEWOOD ADDITION;

THENCE S 75°22'14" W, WITH THE SOUTH LINE OF SAID FAIRWAY ADDITION, COMMON TO THE NORTH LINE OF SAID TANGLEWOOD ADDITION, A DISTANCE OF 720.08 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 63°17'41" W, WITH THE WEST LINE OF SAID FAIRWAY ADDITION, A DISTANCE OF 66.69 FEET TO A CALCULATED CORNER FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 77°50'56" E, ACROSS SAID FAIRWAY PARK ADDITION, A DISTANCE OF 66.45 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 75°18'57" E, ACROSS SAID FAIRWAY PARK ADDITION, A DISTANCE OF 667.98 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 12°55'41" W, ACROSS SAID FAIRWAY PARK ADDITION, A DISTANCE OF 5.26 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT IN THE SOUTH LINE OF LOT 6, BLOCK 9, FAIRWAY PARK ADDITION;

THENCE N 75°22'14" E, WITH THE NORTH LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 25.69 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT, COMMON TO THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE N 14°22'49" W, WITH THE WEST LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE EAST LINE OF SAID LOT 6 AND LOTS 13, 25, 26 AND 37, BLOCK 8, FAIRWAY PARK ADDITION, A DISTANCE OF 501.39 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 06°15'34" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 212.39 FEET TO THE **POINT OF BEGINNING** AND **CONTAINING 0.692 ACRES OF LAND.**

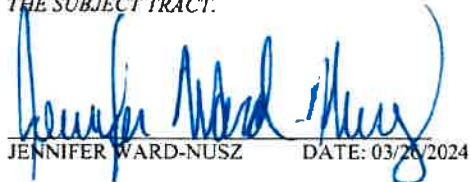
THE TOTAL DISTANCE OF CENTERLINE ACROSS SAID TRACT BEING 520.51 FEET OR 31.55 RODS

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.99991645.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

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JENNIFER WARD-NUSZ DATE: 03/26/2024

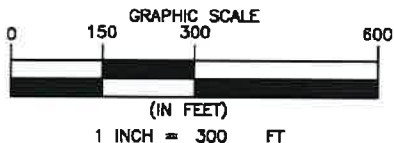


REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

May 14, 2024

EXHIBIT 'B'

AIRPARK 138KV TRANSMISSION LINE



FAIRWAY PARK
ADDITION
CAB. B, PG. 307
P.R.M.C.T.

P.O.B.
N:10710069.86
E:1755905.43
LAT:N032.04027538
LON:W102.07811871

SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 667

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 35

100' WIDE MAGNOLIA PIPELINE
COMPANY EASEMENT
VOL. 67, PG. 515 AND 517
VOL. 119, PG. 673

"MIDLAND DRAW" CALLED 140'
DRAINAGE ESMT. PARKWAY
DRIVE R.O.W.
(PER CAB. J, PG 116)

50' DRAINAGE ESMT.
CAB. C, PG. 107
P.R.M.C.T.

91' WIDE MAGNOLIA
PIPELINE
COMPANY EASEMENT
300, PG. 36
O.P.R.M.C.T.

MIDLAND DRAW R.O.W.
DEDICATION 40' WIDE
PER PLAT CAB. H,
PG. 290

LOT 9, BLOCK 4
TANGLEWOOD SEC. 8
CAB. H, PG. 290
P.R.M.C.T.

LOTS 8 & 9
REDEEMER CHURCH OF
MIDLAND
DOCUMENT NUMBER
2023-1742
O.P.R.M.C.T.

LOT 8, BLOCK 4
TANGLEWOOD ADDITION,
SECTION 8,
CAB. H, PG. 290
P.R.M.C.T.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S14°22'49"E	776.72'
L2	S75°18'57"W	12.90'
L3	N14°23'07"W	45.21'
L4	S75°22'14"W	720.08'
L5	N63°17'41"W	66.69'
L6	S77°50'56"E	66.45'
L7	N75°18'57"E	667.98'
L8	N12°55'41"W	5.26'
L9	N75°22'14"E	25.69'
L10	N14°22'49"W	501.39'
L11	N06°15'34"W	212.39'

LEGEND

O.P.R.M.C.T.

OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS

P.R.M.C.T.

PLAT RECORDS
MIDLAND COUNTY, TEXAS

P.O.B.

POINT OF BEGINNING

P.O.R.

POINT OF REFERENCE



FOUND 1/2" IRON ROD W/CAP
MRK'D "PLS 1979"



FOUND 1/2" IR W/ORANGE CAP



CALCULATED CORNER

TRANSMISSION CENTERLINE

TRANSMISSION EASEMENT

SUBJECT PROPERTY LINE

ADJOINER PROPERTY LINE

SECTION LINE

BLOCK LINE

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
520.51 FEET / 31.55 RODS

SHEET 02 OF 02

PROJECT: 75842 - AIRPARK 138KV T-LINE
JOB NUMBER: 75842
DATE: 03/26/2024
SCALE: 1"=300'
TRACT: CITY OF MIDLAND
DRAWN BY: JCK

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
30,153 SQ. FT. OR 0.692 ACRES
SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 667
MIDLAND COUNTY, TEXAS

SAM

15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.699.0601
Fax: 432.699.0661
Email: info@seem.biz

Texas Firm Registration No. 10064300

75842 - AIRPARK - CITY OF MIDLAND-2.DWG

AIRPARK 138KV T-LINE
MIDLAND COUNTY
METES AND BOUNDS

SCHNEIDER ENGINEERING, LLC
SAM JOB NO. 75842
SHEET 01 OF 04
TRACT ID - CITY OF MIDLAND 3

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
SCHNEIDER ENGINEERING, LLC
2.087 ACRES OR 90,899 SQUARE FEET
AIRPARK 138KV T-LINE METES AND BOUNDS

BEING A 2.087 ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY, ABSTRACT 667, COMPLETELY WITHIN A TRACT KNOWN AS MIDLAND DRAW DEDICATED TO THE CITY OF MIDLAND ACCORDING TO THE DOCUMENTS RECORDED IN PLAT CABINET J, PAGE 116 AND PLAT CABINET H, PAGE 290 PLAT RECORDS, MIDLAND COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2-INCH IRON ROD (GRID N:10709191.35, GRID E: 1755435.94) FOR THE NORTHEAST CORNER OF THIS TRACT, ON A CURVE TO THE RIGHT, IN THE WEST LINE OF LOT 8, BLOCK 4, TANGLEWOOD ADDITION, SECTION 8, ACCORDING TO THE DOCUMENT RECORDED IN PLAT CABINET H, PAGE 290, PLAT RECORDS, MIDLAND COUNTY, TEXAS;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 844.15 FEET, A DELTA ANGLE OF 04°26'46", AN ARC LENGTH OF 64.32 FEET, A CHORD BEARING OF S 59°12'22" E, AND A CHORD DISTANCE OF 64.30 FEET TO A CALCULATED CORNER FOR THE EAST CORNER OF THIS TRACT;

THENCE S 75°18'57" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 110.10 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 77°50'56" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 393.04 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT IN THE NORTH LINE OF LOT 5, BLOCK 4, CORPORATE PLAZA, SECTION 15, ACCORDING TO THE DOCUMENT RECORDED IN PLAT CABINET J, PAGE 116, PLAT RECORDS, MIDLAND COUNTY, TEXAS;

THENCE N 63°30'31" W, WITH THE SOUTH LINE OF SAID MIDLAND DRAW COMMON TO THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 1183.59 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 63°07'58" W, WITH THE SOUTH LINE OF SAID MIDLAND DRAW, COMMON TO THE NORTH LINE OF LOT 1, CORPORATE PLAZA, SECTION 6, ACCORDING TO THE DOCUMENT RECORDED IN PLAT CABINET D, PAGE 298, PLAT RECORDS, MIDLAND COUNTY, TEXAS, A DISTANCE OF 550.61 FEET, TO A CALCULATED POINT FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 07°18'36" E, WITH THE WEST LINE OF SAID MIDLAND DRAW COMMON TO THE EAST LINE OF STATE HIGHWAY 349, HAVING A 120- FOOT RIGHT OF WAY, A DISTANCE OF 2.72 FEET FOR THE NORTHWEST CORNER OF THIS TRACT, FROM WHICH A FOUND "X" IN CONCRETE BEARS N 59°36'11" W, A DISTANCE OF 2.23 FEET;

THENCE S 86°01'13" E, ACROSS SAID MIDLAND DRAW, A DISTANCE OF 87.16 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S 63°24'08" E, ACROSS SAID MIDLAND DRAW, A DISTANCE OF 1555.73 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 77°50'56" E, ACROSS SAID MIDLAND DRAW, A DISTANCE OF 398.95 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT IN THE WEST LINE OF SAID FAIRWAY PARK ADDITION;

THENCE S 63°17'41" E, WITH THE EAST LINE OF SAID MIDLAND DRAW, COMMON TO THE WEST LINE OF SAID FAIRWAY PARK ADDITION, A DISTANCE OF 66.69 FEET TO A FOUND 1/2-INCH IRON ROD FOR AN INTERIOR CORNER OF THIS TRACT, COMMON TO THE SOUTHWEST CORNER OF SAID FAIRWAY PARK ADDITION;

THENCE N 75°23'20" W, WITH THE NORTH LINE OF SAID MIDLAND DRAW, COMMON TO THE SOUTH LINE OF SAID FAIRWAY PARK ADDITION, A DISTANCE OF 59.96 FEET TO THE **POINT OF BEGINNING AND CONTAINING 2.087 ACRES OF LAND.**

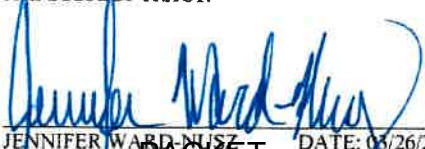
THE TOTAL DISTANCE OF CENTERLINE ACROSS SAID TRACT BEING 2120.80 FEET OR 128.53 RODS

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.99991645.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND ENCUMBRANCES OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.

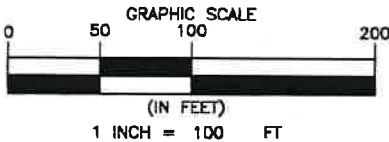

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



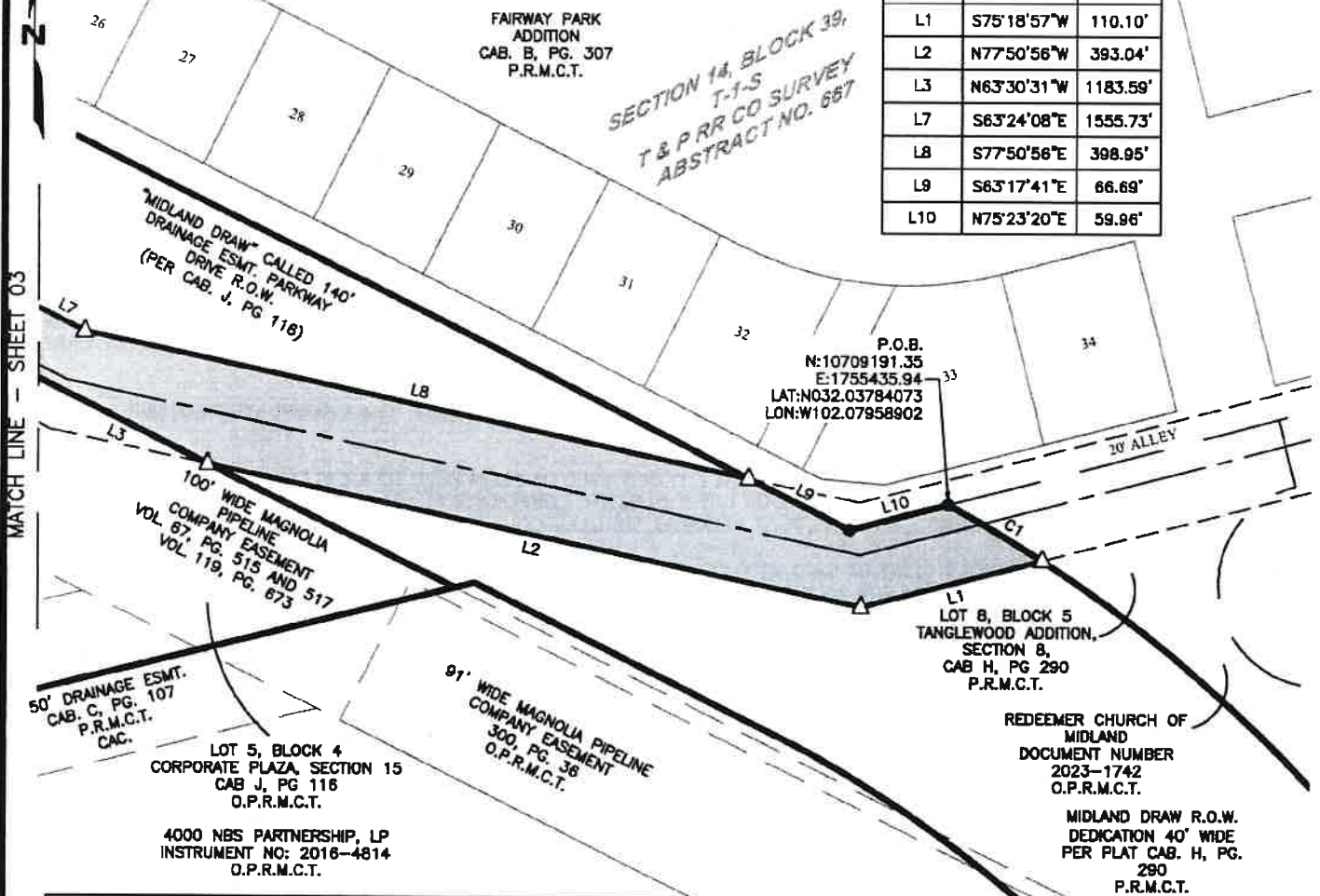
May 14, 2024

EXHIBIT 'B'

AIRPARK 138KV TRANSMISSION LINE



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S75°18'57"W	110.10'
L2	N77°50'56"W	393.04'
L3	N63°30'31"W	1183.59'
L7	S63°24'08"E	1555.73'
L8	S77°50'56"E	398.95'
L9	S63°17'41"E	66.69'
L10	N75°23'20"E	59.96'



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	004°26'46"	844.15'	64.32'	S59°12'22"E	64.36'

LEGEND

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS

P.R.M.C.T. PLAT RECORDS
MIDLAND COUNTY, TEXAS

P.O.B. POINT OF BEGINNING

P.O.R. POINT OF REFERENCE

P.O.T. POINT OF TERMINATION

● FOUND 1/2" IRON ROD

△ CALCULATED CORNER

— — — TRANSMISSION CENTERLINE

▬ TRANSMISSION EASEMENT

▬ SUBJECT PROPERTY LINE

▬ ADJOINER PROPERTY LINE

— § — SECTION LINE

▬ BLOCK LINE

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
2120.80 FEET / 128.53 RODS

SHEET 02 OF 04

PROJECT: 75842 - AIRPARK 138KV T-LINE
JOB NUMBER: 75842
DATE: 03/26/2024
SCALE: 1"=100'
TRACT: CITY OF MIDLAND
DRAWN BY: PACKET

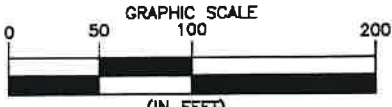
SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
90,899 SQ. FT. OR 2.087 ACRES
SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 667
MIDLAND COUNTY, TEXAS

SAI

15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.899.0601
Fax: 432.899.0681
Email: info@sai.biz

May 14, 2024
Texas Firm Registration No. 10064300

EXHIBIT 'B'
AIRPARK 138KV
TRANSMISSION LINE



FAIRWAY PARK
ADDITION
CAB. B, PG. 307
P.R.M.C.T.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N63°30'31"W	1183.59'
L7	S63°24'08"E	1555.73'

"MIDLAND DRAW" CALLED 140'
DRAINAGE ESMT. PARKWAY
DRIVE R.O.W.
(PER CAB. J, PG 116)

100' WIDE MAGNOLIA
PIPELINE
COMPANY EASEMENT
VOL. 67, PG. 515 AND 517
VOL. 119, PG. 673

4000 NBS PARTNERSHIP, LP
INSTRUMENT NO.
2016-4814
O.P.R.M.C.T.

SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 667

LOT 5
CORPORATE PLAZA SECTION 15
CAB J, PG. 116
P.R.M.C.T.

LEGEND

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS

P.R.M.C.T. PLAT RECORDS
MIDLAND COUNTY, TEXAS

P.O.B. POINT OF BEGINNING

P.O.R. POINT OF REFERENCE

P.O.T. POINT OF TERMINATION

● FOUND 1/2" IRON ROD

△ CALCULATED CORNER

— TRANSMISSION CENTERLINE

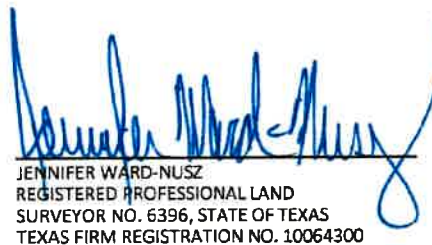
— TRANSMISSION EASEMENT

— SUBJECT PROPERTY LINE

— ADJOINER PROPERTY LINE

— SECTION LINE

— BLOCK LINE


JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
2120.80 FEET / 128.53 RODS

SHEET 03 OF 04

PROJECT: 75842 - AIRPARK 138KV T-LINE
JOB NUMBER: 75842
DATE: 03/26/2024
SCALE: 1"=100'
TRACT: CITY OF MIDLAND
DRAWN BY: JCV

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
90,899 SQ. FT. OR 2.087 ACRES

SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY ABSTRACT NO. 667
MIDLAND COUNTY, TEXAS

SAM

15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79706
Ofc: 432.889.0601
Fax: 432.889.0601
Email: info@sam.biz

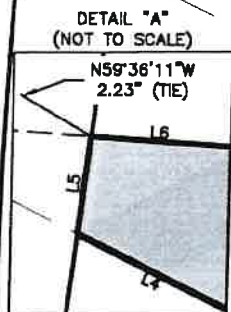
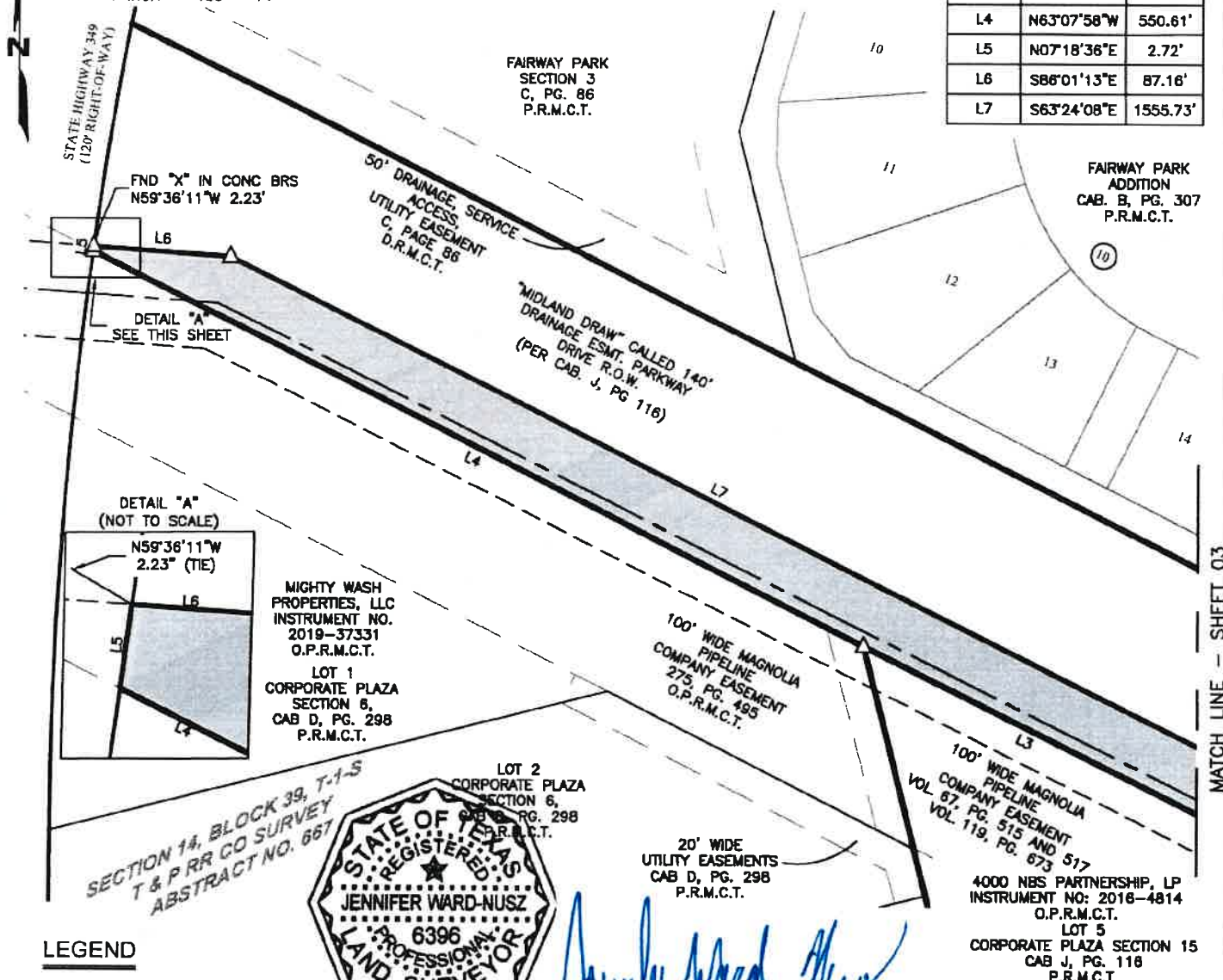
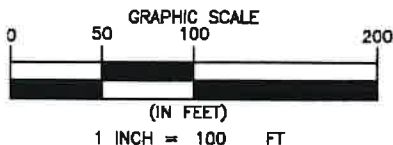
May 14, 2024

Texas Firm Registration No. 10064300

EXHIBIT 'B'

AIRPARK 138KV TRANSMISSION LINE

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N63°30'31"W	1183.59'
L4	N63°07'58"W	550.61'
L5	N07°18'36"E	2.72'
L6	S86°01'13"E	87.16'
L7	S63°24'08"E	1555.73'



SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 667



LEGEND

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS

P.R.M.C.T. PLAT RECORDS
MIDLAND COUNTY, TEXAS

P.O.B. POINT OF BEGINNING

P.O.R. POINT OF REFERENCE

P.O.T. POINT OF TERMINATION

● FOUND 1/2" IRON ROD

△ CALCULATED CORNER

— — — — — TRANSMISSION CENTERLINE

===== TRANSMISSION EASEMENT

----- SUBJECT PROPERTY LINE

----- ADJOINER PROPERTY LINE

----- SECTION LINE

----- BLOCK LINE

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
2120.80 FEET / 128.53 RODS

SHEET 04 OF 04

PROJECT: 75842 - AIRPARK 138KV T-LINE

JOB NUMBER: 75842

DATE: 03/26/2024

SCALE: 1"=100'

TRACT: CITY OF MIDLAND

DRAWN BY: PACKET

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
90,899 SQ. FT. OR 2.087 ACRES

SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 667
MIDLAND COUNTY, TEXAS

SAI 15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.899.0801
Fax: 432.899.0661
Email: info@sai.biz

May 14, 2024

Texas Firm Registration No. 10064300

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
SCHNEIDER ENGINEERING, LLC
1.607 ACRES OR 70,004 SQUARE FEET
AIRPARK 138KV T-LINE METES AND BOUNDS

BEING A 1.607 ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY, ABSTRACT 667, COMPLETELY WITHIN A TRACT TO THE CITY OF MIDLAND ACCORDING TO THE DOCUMENT RECORDED IN VOLUME 1027, PAGE 199, OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED CORNER (GRID N:10710001.02, GRID E: 1753330.55) FOR THE NORTHEAST CORNER OF THIS TRACT IN THE EAST LINE OF SAID CITY OF MIDLAND TRACT, COMMON TO THE WEST LINE OF STATE HIGHWAY 349, HAVING A 120-FOOT RIGHT OF WAY IN A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2925.19 FEET, A DELTA ANGLE OF 01°10'37", AN ARC LENGTH OF 60.09 FEET, A CHORD BEARING OF S 07°09'53" W. AND A CHORD DISTANCE OF 60.09 FEET;

THENCE N 86°01'13" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 282.08 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 32°25'39" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 401.60 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE S 15°06'30" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 311.34 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S 14°16'54" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 108.42 FEET TO A CALCULATED CORNER FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE S 75°43'06" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 60.00 FEET TO A CALCULATED CORNER FOR THE SOUTHWEST CORNER OF THIS TRACT, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH RED CAP MARKED "MAVERICK FIRM 10194514" BEARS S 04°37'42" E, A DISTANCE OF 326.43 FEET;

THENCE N 14°16'54" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 107.99 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 15°06'30" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 337.33 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 32°25'39" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 463.76 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S 86°01'13" E, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 321.15 FEET TO THE **POINT OF BEGINNING AND CONTAINING 1.607 ACRES OF LAND.**

THE TOTAL DISTANCE OF CENTERLINE ACROSS SAID TRACT BEING 1166.68 FEET OR 70.71 RODS

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.99991645.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.


JENNIFER WARD-NUSZ DATE: 05/26/2024
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



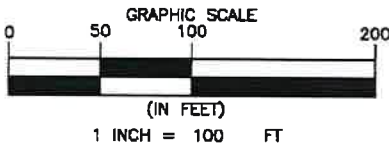


EXHIBIT 'B'
AIRPARK 138KV
TRANSMISSION LINE

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	001°10'37"	2925.19'	60.09'	S07°09'53"W	60.09'

100' WIDE MAGNOLIA
PIPELINE
COMPANY EASEMENT
275, PG. 495
O.P.R.M.C.T.

N08°25'52"E
41.40' (TIE)

P.O.R.

P.O.B.
N:10710001.02
E:1753330.55
LAT:N032.03997491
LON:W102.08642305

50' WIDE
UTILITY & DRAINAGE
EASEMENT
VOL 2887, PG. 480
O.P.R.M.C.T.

SECTION 14,
BLK 3, T-1-S
T & P RR CO SURVEY
CALLED 48.017 ACRES
THE CITY OF MIDLAND
VOL 1027, PG. 199
O.P.R.M.C.T.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N86°01'13"W	282.08'
L2	S32°25'39"W	401.60'
L3	S15°06'30"E	311.34'
L7	N15°06'30"W	337.33'
L8	N32°25'39"E	483.76'
L9	S86°01'13"E	321.15'

SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 667

LOT 28
CLAYDESTA PLAZA
SECTION 14
CAB. L. PG. 198
P.R.M.C.T.

MIDLAND NORTHTOWN
DEVELOPMENT, LLC
DOC NO. 2007-16845
O.P.R.M.C.T.

BIG SPRING STREET (HWY 349)
(120' RIGHT-OF-WAY)

LOT 1
CORPORATE PLAZA SEC. 6
CAB. D. PG. 298
P.R.M.C.T.
MIGHTY WASH
PROPERTIES, LLC
DOC NO. 2018-37531
O.P.R.M.C.T.

MATCH LINE - SHEET 03

LEGEND

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS
P.R.M.C.T. PLAT RECORDS
MIDLAND COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
P.O.E. POINT OF EXIT
▲ FOUND PK NAIL
△ CALCULATED CORNER
— — — TRANSMISSION CENTERLINE
— — — TRANSMISSION EASEMENT
— — — SUBJECT PROPERTY LINE
— — — ADJOINER PROPERTY LINE
— 3 — SECTION LINE
— — — BLOCK LINE

Jennifer Ward-Nusz
JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT



CENTERLINE LENGTH:
1166.68 FEET / 70.71 RODS

SHEET 02 OF 03

PROJECT: 75842 - AIRPARK 138KV T-LINE
JOB NUMBER: 75842
DATE: 03/26/2024
SCALE: 1"=100'
TRACT: CITY OF MIDLAND
DRAWN BY: JSA
PACKET

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
70,004 SQ. FT. OR 1.607 ACRES
SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 667
MIDLAND COUNTY, TEXAS

SAM

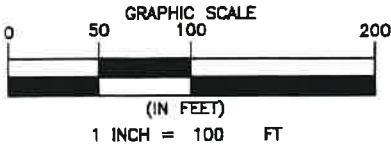
15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.898.0601
Fax: 432.899.0681
Email: info@sam.biz

Texas Land Registration No. 10064300

75842 - AIRPARK - CITY OF MIDLAND-4.DWG

EXHIBIT 'B'

AIRPARK 138KV TRANSMISSION LINE



MATCH LINE - SHEET 02

SECTION 14
BLK 3, T-1-S
T & P RR CO SURVEY
CALLED 48.017 ACRES
THE CITY OF MIDLAND
VOL 1027, PG. 199
O.P.R.M.C.T.

50' WIDE
UTILITY & DRAINAGE
EASEMENT
VOL 2867, PG. 480
O.P.R.M.C.T.

LOT 2B
CLAYDESTA PLAZA
SECTION 14
CAB. L. PG. 198
P.R.M.C.T.
MIDLAND NORTHTOWN
DEVELOPMENT, LLC
INSTRUMENT NO.
2007-16845
O.P.R.M.C.T.

SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 667

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	S15°06'30"E	311.34'
L4	S14°16'54"E	108.42'
L5	S75°43'06"W	60.00'
L6	N14°16'54"W	107.99'
L7	N15°06'30"W	337.33'

PROPOSED
SUBSTATION AREA
PROVIDED
BY P.I.P.

P.O.R. - 1/2" R/W/RED
CAP MK'D "JANERICK FIRM
10194514"

LEGEND

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS

P.R.M.C.T. PLAT RECORDS
MIDLAND COUNTY, TEXAS

P.O.R.E. POINT OF RE-ENTRY

P.O.R. POINT OF REFERENCE

△ CALCULATED CORNER

— — — — — TRANSMISSION CENTERLINE

▬ ▬ ▬ ▬ ▬ TRANSMISSION EASEMENT

— — — — — SUBJECT PROPERTY LINE

— — — — — ADJOINER PROPERTY LINE

— § — SECTION LINE

— — — — — BLOCK LINE

Jennifer Ward-Nusz
JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
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5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
1166.68 FEET / 70.71 RODS

SHEET 03 OF 03

PROJECT: 75842 - AIRPARK 138KV T-LINE

JOB NUMBER: 75842

DATE: 03/26/2024

SCALE: 1"=100'

TRACT: CITY OF MIDLAND

DRAWN BY: JCV

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
70,004 SQ. FT. OR 1.607 ACRES

SECTION 14, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 667
MIDLAND COUNTY, TEXAS

SAM 15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.699.0601
Fax: 432.699.0681
Email: info@sam.biz

May 14, 2024

Texas Firm Registration No. 10064300

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
SCHNEIDER ENGINEERING, LLC
5.329 ACRES OR 232,136 SQUARE FEET
AIRPARK 138KV T-LINE METES AND BOUNDS

BEING A 5.329 ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 39, T-1-S, T & P RR COMPANY SURVEY, ABSTRACT 35 COMPLETELY WITHIN A TRACT TO THE CITY OF MIDLAND ACCORDING TO THE DOCUMENT RECORD IN VOLUME 94, PAGE 125, DEED RECORDS MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED CORNER (GRID N:10713088.73, GRID E: 1760515.80) BEING ON THE NORTHEAST LINE OF THE SAID CITY OF MIDLAND TRACT COMMON TO THE WEST RIGHT-OF-WAY LINE OF N. FAIRGROUNDS ROAD, FROM WHICH A FOUND 5/8-INCH IRON ROD WITH YELLOW CAP MARKED "SCHUMANN" BEARS S 59°14'22" E, A DISTANCE OF 31.87 FEET;

THENCE S 14°04'23" E, WITH THE WEST RIGHT-OF-WAY LINE OF SAID FAIRGROUNDS ROAD, A DISTANCE OF 3,838.49 FEET TO A CALCULATED CORNER FOR THE SOUTHEAST OF THIS TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF N. FAIRGROUNDS ROAD BEARS, N08°01'53"W, A DISTANCE OF 1,525.37 FEET;

THENCE S 73°57'18" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 60.04 FEET TO A CALCULATED CORNER FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 14°04'23" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 3,813.27 FEET TO A CALCULATED CORNER FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 80°39'30" W, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 85.70 FEET TO A CALCULATED CORNER FOR THE NORTHWEST CORNER OF THIS TRACT IN THE SOUTHEAST LINE OF A PROPOSED 9.508 ACRE EASEMENT;

THENCE N 75°38'02" E, WITH THE SOUTHEAST LINE OF SAID PROPOSED 9.508 ACRE EASEMENT, ACROSS SAID CITY OF MIDLAND TRACT, A DISTANCE OF 131.14 FEET TO A CALCULATED CORNER FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S 59°19'31" E, WITH THE NORTHEAST LINE OF SAID CITY OF MIDLAND TRACT, A DISTANCE OF 10.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.329 ACRES OF LAND.

THE TOTAL DISTANCE OF CENTERLINE ACROSS SAID TRACT BEING 3846.84 FEET OR 233.14 RODS

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.99991645.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.


JENNIFER WARD-NUSZ DATE: 03/26/24
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



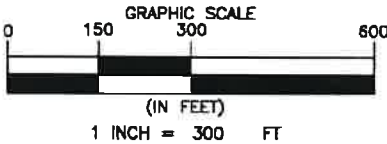


EXHIBIT 'B' AIRPARK 138KV TRANSMISSION LINE

SECTION 1, BLOCK X
HP HILLIARD SURVEY
ABSTRACT NO. 11

SECTION 19, BLOCK 38, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 20

SECTION 30, BLOCK 38, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 679

PROPOSED 60' WIDE
TRANSMISSION LINE
CONTAINING 9.508 ACRES

SECTION 13,
BLOCK 39, T-1-S
T & P RR CO
SURVEY
AB-35

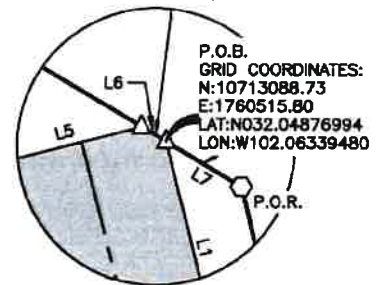
CITY OF MIDLAND
VOL 94, PG 125
D.R.M.C.T.

CALLED 111.38 ACRES
WEST TRACT
DOLORES L. MCCALL
VOL. 2771, PG. 38
O.P.R.M.C.T.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S14°04'23"E	3838.48'
L3	N14°04'23"W	3813.27'
L4	N80°39'30"W	85.70'
L5	N75°38'03"E	131.14'
L6	S59°19'31"E	10.56'
L7	S59°14'22"E	31.87'

PROPOSED 60' WIDE
TRANSMISSION LINE
CONTAINING 5.329 ACRES

DETAIL "A"
(NOT TO SCALE)



SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 35

MATCH LINE -- SHEET 03.

LEGEND

O.P.R.M.C.T.

OFFICIAL PUBLIC RECORDS
MIDLAND COUNTY, TEXAS

D.R.M.C.T.

DEED RECORDS
MIDLAND COUNTY, TEXAS

P.O.B.

POINT OF BEGINNING

P.O.R.

POINT OF REFERENCE



5/8" IR W/YELLOW CAP MRK'D "SCHUMANN"



CALCULATED CORNER



TRANSMISSION CENTERLINE



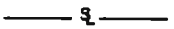
TRANSMISSION EASEMENT



SUBJECT PROPERTY LINE



ADJOINER PROPERTY LINE



SECTION LINE



BLOCK LINE

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
3846.84 FEET / 233.14 RODS

SHEET 02 OF 03

PROJECT: 75842 - AIRPARK 138KV T-LINE
JOB NUMBER: 75842
DATE: 03/26/2024
SCALE: 1"=300'
TRACT: CITY OF MIDLAND
DRAWN BY: PACKET

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
232136 SQ. FT. OR 5.329 ACRES

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY, ABSTRACT NO. 35
MIDLAND COUNTY, TEXAS

SAM

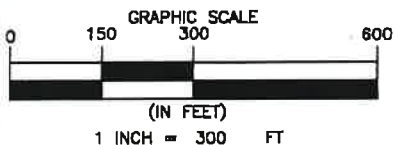
15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.899.0601
Fax: 432.899.0661
Email: info@sam.biz

May 14, 2024
Texas Firm Registration No. 10064300

75842 - AIRPARK - CITY OF MIDLAND-5.DWG

EXHIBIT 'B'

AIRPARK 138KV TRANSMISSION LINE



MATCH LINE - SHEET 02

SECTION 13,
BLOCK 39, T-1-S
T & P RR CO
SURVEY
AB-35

CITY OF MIDLAND
VOL 94, PG 125
D.R.M.C.T.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S14°04'23"E	3838.49'
L2	S73°57'18"W	60.04'
L3	N14°04'23"W	3813.27'

PROPOSED 60' WIDE
TRANSMISSION LINE
CONTAINING 5.329 ACRES

SECTION 30, BLOCK 38, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 679

CALLED 111.38 ACRES
WEST TRACT
DOLORES L. MCCALL
VOL. 2771, PG. 38
O.P.R.M.C.T.

SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY
ABSTRACT NO. 35

CALLED 44.31 ACRES
ALLDREDGE PROPERTIES, LLC
VOL. 2585, PG. 506
O.P.R.M.C.T.



[Handwritten Signature]
JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), CENTRAL ZONE (4203). COORDINATES ARE GRID AND DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.99991645.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
5. A CENTERLINE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT

CENTERLINE LENGTH:
3846.84 FEET / 233.14 RODS

SHEET 03 OF 03

LEGEND

D.R.M.C.T. DEED RECORDS
MIDLAND COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
○ 1/2" IRON ROD FOUND
△ CALCULATED CORNER
--- TRANSMISSION CENTERLINE
--- TRANSMISSION EASEMENT
--- SUBJECT PROPERTY LINE
--- ADJOINER PROPERTY LINE
--- SECTION LINE
--- BLOCK LINE

PROJECT: 75842 - AIRPARK 138KV T-LINE
JOB NUMBER: 75842
DATE: 03/26/2024
SCALE: 1"=300'
TRACT: CITY OF MIDLAND
DRAWN BY: JHJ

SCHNEIDER ENGINEERING, LLC
AIRPARK 138KV TRANSMISSION LINE
232136 SQ. FT. OR 5.329 ACRES
SECTION 13, BLOCK 39, T-1-S
T & P RR CO SURVEY ABSTRACT NO. 35
MIDLAND COUNTY, TEXAS

SAM 15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.699.0601
Fax: 432.699.0601
Email: info@sam.biz
May 14, 2024
Texas Firm Registration No. 10064300



City Council Meeting

Item Number: 19
Meeting Date: April 23, 2024
To: City Council / City Manager
From: Daniel Humbert, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 60 FEET NORTH OF EAST NEW YORK 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Amador Urquidi is requesting a Zone Change from C, Commercial District to SF-3, Single Family Dwelling District to build a single-family home at 508 S. Stonewall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's budget.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:**Current Zoning:**

C, Commercial District

Surrounding Zoning and Land Use:

The surrounding lots to the north, east and south are zoned C, Commercial District and are developed with single-family homes. The lot to the west is zoned MF-22, Multiple-Family Dwelling District and is currently undeveloped.

Analysis:

The subject property is zoned C, Commercial District. Amador Urquidi is seeking this zone change in in order to construct a single-family home.

The lot is currently vacant but is located in a residential neighborhood that is developed with single-family housing. This single-family neighborhood is comprised of uniform lots that fit the SF-3, Single-Family Dwelling District dimension requirements. The lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; The Tall City Tomorrow Plan designated this area as U-M NC, Urban-Medium Neighborhood Center. This designation calls for any single-family zoning 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 comments or objections.

Oil and Gas: (Approved)

No Oil and Gas issues.

Engineering: (Approved with Conditions)

No objection. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Transportation: (Approved)

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. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

Planning:

No additional comments.

Staff recommends approval of this request subject to condition A.

Conditions:

- A. That the use and development of this property shall conform to the regulations of the C, Commercial District.**

Letters of Objection:

As of April 15, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan (Exhibit A)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 60 FEET NORTH OF EAST NEW YORK 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 5, Block 25, 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 C, Commercial 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)		Phone (432) 770-1398	
Printed Name: <u>Amador Urquidi</u>		Email <u>amadorurquidi@yahoo.com</u>	
Address <u>7118 ECR 112</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79706</u>

Property Owner		Phone (432) 770-1398	
Printed Name: <u>Amador Urquidi</u>		Email <u>amadorurquidi@yahoo.com</u>	
Address <u>7118 ECR 112</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79706</u>

Representative (if different from Applicant or Property Owner)		Phone ()	
Firm: _____		Email _____	
Printed Name: _____			
Address _____	City _____	State _____	Zip _____

Street Address: <u>508 S. Stonewall Midland TX</u>	
Legal Description	
Lot: <u>5</u>	Block: <u>25</u> Subdivision: <u>Greenwood Addition</u>

Current Zoning: <u>C Commercial District</u>	Proposed Zone: <u>SF3 Single Family Dwelling District</u> (List by tracts if more than one district is requested)
---	--

Reason for Zone Change Request: Want to build a new house

Present Use of Property: Vacant Lot

Proposed Use of Property: To build New Home

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: It's All Homes around but Zoned Commercial

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):

Amador Urquidí

Date: 2-26-2024

Applicant (printed):

Amador Urquidí

Property Owner (signature):

Amador Urquidí

Date: 2-26-2024

Property Owner (printed):

Amador Urquidí

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 _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ 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.

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 # 5034

Received By:

[Signature]

Date:

MAR 06 2024

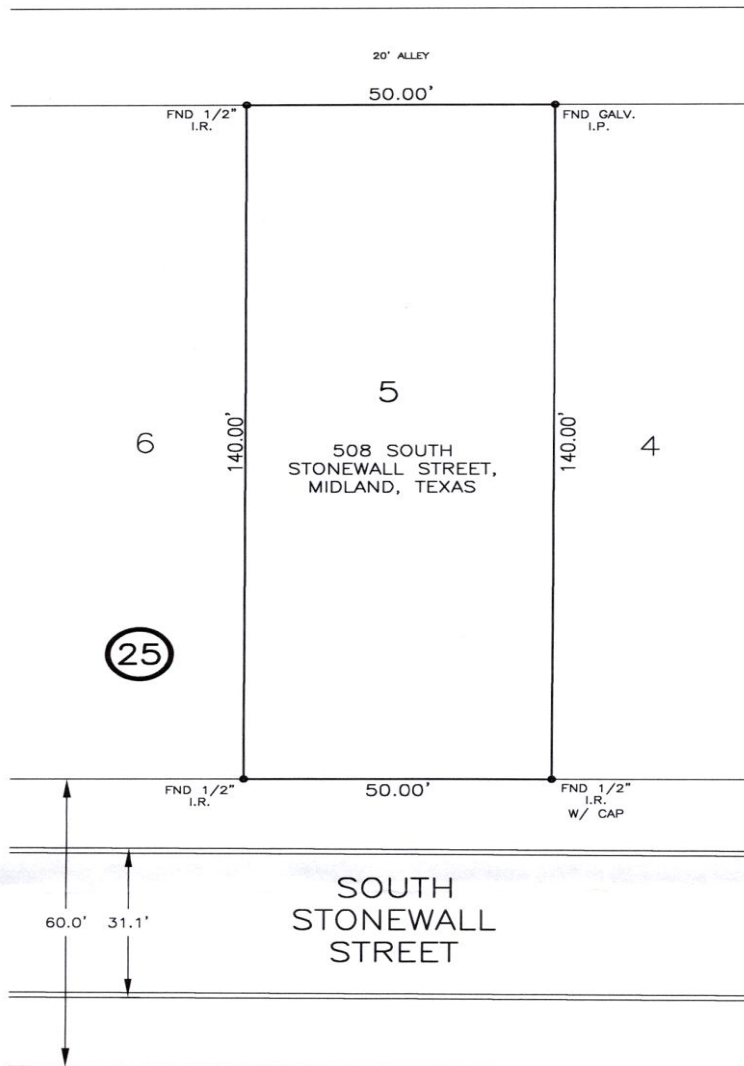
DH

****Application will not be considered for scheduling until reviewed by a planner.****

PACKET
Special Exception Application

19.8
2

May 14, 2024
Revised 12/8/16



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT NOR WAS THIS PARCEL ABSTRACTED FOR EASEMENTS OF RECORD AND/OR RIGHTS OF WAY. BRADSHAW AND ASSOCIATES, INC. (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREIN PERTAINING TO EASEMENTS, RESERVATIONS, SET-BACK LINES, AGREEMENTS, RIGHTS-OF-WAY OR OTHER SIMILAR MATTERS OTHER THAN THOSE SHOWN UPON THIS SURVEY. THE UNDERSIGNED SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR ANY TITLES, DEEDS, RESERVATIONS, EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS OR OTHER SIMILAR MATTERS, OTHER THAN WHAT IS READILY IDENTIFIABLE THROUGH THE COUNTY GIS MAPS, RAILROAD COMMISSION GIS MAPS, AND GENERAL LAND OFFICE GIS MAPS. THE USE OF THESE GIS MAPS IS BY NO MEANS TO BE CONSTRUED AS A PROPER OR THOROUGH INVESTIGATION OF THE PUBLIC RECORDS, AS WOULD BE ACCOMPLISHED BY AN ABSTRACT OF TITLE, AND/OR OPINION OF TITLE BY AN ATTORNEY AT LAW.

BRADSHAW AND ASSOCIATES, INC (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR ALSO MAKE NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN..

SURVEY PLAT FOR: AMADOR URGUIDI

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

Robert D. Bradshaw
REGISTERED PROFESSIONAL LAND SURVEYOR

PLAT OF LOT 5, BLOCK 25, GREENWOOD ADDITION, THIRD FOURTH AND FIFTH SECTION AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

30 0 30 60 90 Feet

FILED IN CABINET B, PAGE 56, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL 48329C0206 F. DATED SEPTEMBER 16, 2005. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION; THE LOCAL FEMA FLOOD PLAIN ADMINISTRATOR SHOULD BE CONTACTED FOR VERIFICATION

Stored: 24011096

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS

FIRM # 10122900/10122901
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
(432) 682-4400 FAX (432) 682-7997

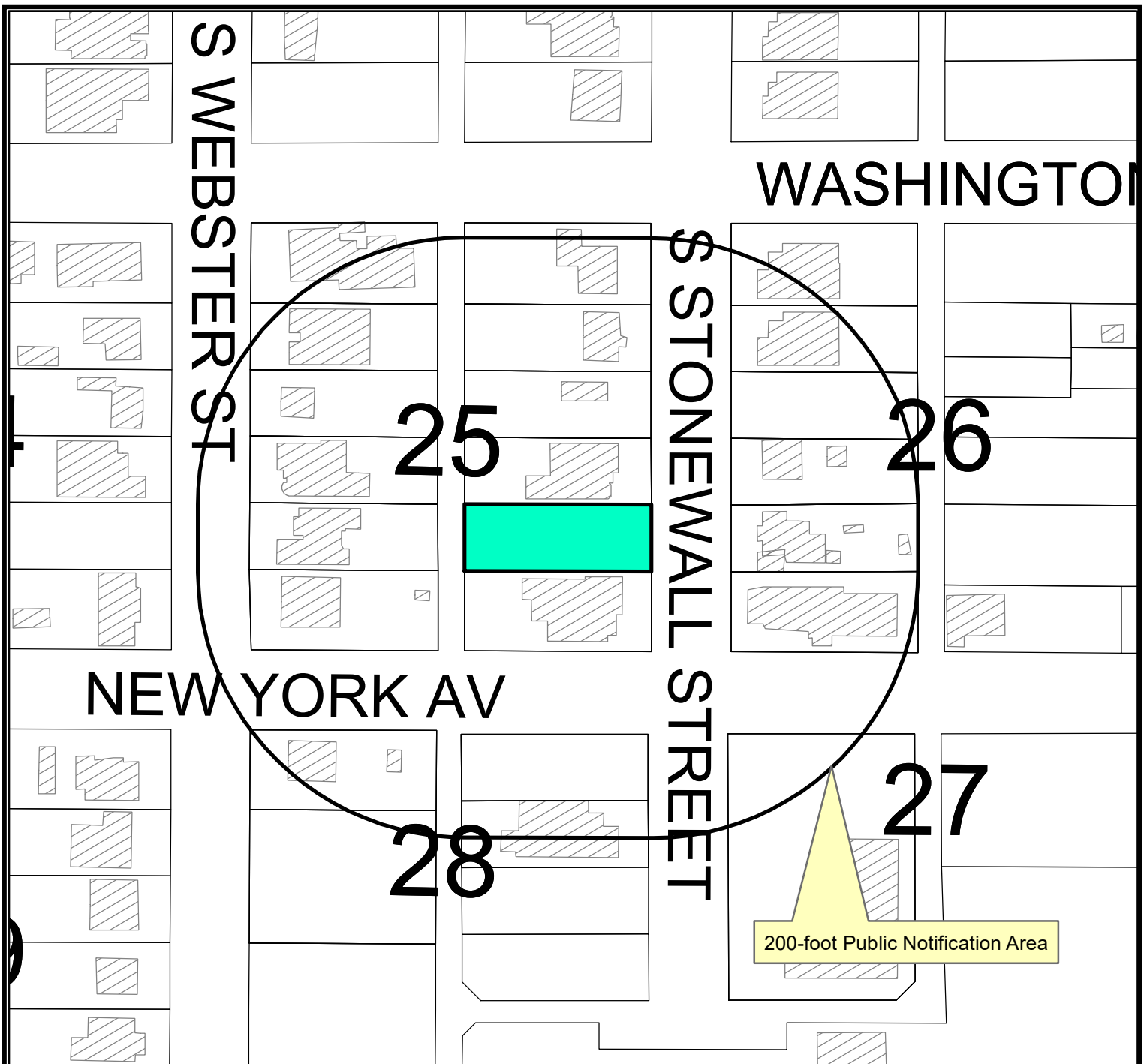
	Drawn	Chkd	Surveyed
By	WET	WET	P/AD
Date	01-24-2024	01-25-2024	01-23-2024



19.9

PACKET

May 14, 2024



Location Map

Z-24-0363

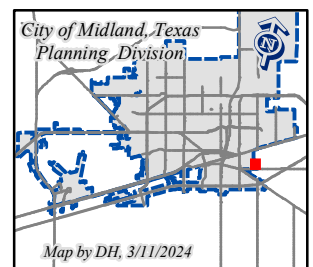
Scale: 1" = 108'

Consider a request by Amador Urquidi for a zone change from C, Commercial District to SF-3, Single Family Dwelling District on Lot 5, Block 25, Greenwood Addition, Third, Fourth and Fifth Sections, City and County of Midland, Texas.

Generally located west of South Stonewall Street, approximately 60 feet north of E. New York Avenue, (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND DOES NOT WARRANT THE ACCURACY OF THIS DATA. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 14, 2024

SF3

WASHINGTON

SF3

SF3

SF3

MF22

SF3

NEW YORK AV

C

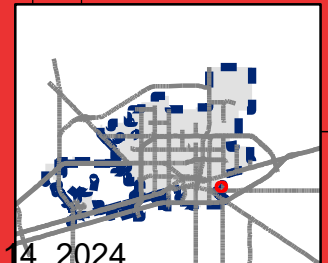
SF3

PACKET

SF3

19.11

May 14, 2024



25



YORK AV

PACKET

19.12

May 14, 2024



PACKET

19.13

May 14, 2024



City Council Meeting

Item Number: 20
Meeting Date: April 23, 2024
To: City Council / City Manager
From: Landon Ochoa, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 37.542-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO AE, AGRICULTURAL ESTATE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF MOCKINGBIRD LANE, APPROXIMATELY 840 FEET WEST OF NORTH A 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 (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Dunaway Associates, on behalf of Musselman Family Limited Partnership, is requesting a zone change for the future development of the property on Mockingbird Lane.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned SF-1, in part, and PD, Planned District for Housing Development, in part and is currently undeveloped. The property to the east is zoned PD, Planned District for Housing Development and is undeveloped. The properties to the south are zoned PD, Planned District for Housing Development, in part, SF-1, in part, PD, Planned District for a Transitional District, in part, and AE, in part, and are the locations of residences. The properties to the west are zoned AE.

Analysis:

While The Future Land Use Map Chapter 3 of the *Tall City Tomorrow Comprehensive Plan* designates this area as Urban Residential-Low (UR-L), it also designates portions of the property for Park/Open Space. An agricultural use would help maintain the open space as called for by the Comprehensive Plan and is consistent with the surrounding development.

The property owner wants to construct a barn and storage. The property is currently not platted and will be required to be platted before any development takes place. The plat has not been submitted and is currently not in process.

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 Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

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.

Our staff has examined the FEMA flood map and it appears that this property lies partial within Zone AE and the regulatory floodway, 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 and an elevation certificate based off of finish construction will be required for the Certificate of Occupancy if the structure is located within the 100-year floodplain.

No construction may be allowed with the floodway without a hydraulic and hydrology study and FEMA approval demonstrating that there will be no adverse effect down or upstream and no rise within the floodway.

Any modifications to the floodway will require similar documentation and approval from FEMA.

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Additional right-of-way dedication and corner clip may be required with the plating process.

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. [For the Applicant's information only.]

Planning:

Staff recommends approval of this request for a zone change subject to condition A.

Conditions:

- A. That the use and development of the property shall conform to the regulations of the AE, Agricultural Estate District.**

Letters of Objection:

As of April 8, 2024, Staff has not received any letters of objection.

Attachments:

Survey & Metes & Bounds (Exhibit A)
Application
Location Map
Zoning Map
Location Map
Aerial
Photo

Pre t. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT
MAP OF THE CITY OF MIDLAND TO REZONE A
37.542-ACRE TRACT OF LAND OUT OF THE
SOUTHEAST QUARTER OF SECTION 10, BLOCK X,
H.P. HILLARD SURVEY, CITY AND COUNTY OF

WHEREAS, the City Planning and Zoning Commission and the Governing Body
of

DWELLING DISTRICT TO AE, AGRICULTURAL

the City of Midland, in compliance with the City Charter, the City Code, and State law,
have

NORTH SIDE OF MOCKINGBIRD LANE,

given the request for rezoning, and after a full
a full

STREET); CONTAINING A CUMULATIVE CLAUSE;

and fair hearing to all of the property owners generally and particularly to those
interested

CLAUSE; PROVIDING FOR A MAXIMUM PENALTY

persons situated in the affected area and in the vicinity thereof, the Governing Body
finds

AND ORDERING PUBLICATION

that the public health, safety and general welfare will be best served by
rezoning a
CITY OF MIDLAND, TEXAS:

37.542-acre tract of land out of the southeast quarter of Section 10, Block X, H.P.
Hillard

hereby amended to rezone the Property from SF-1, Single-Family Dwelling District to
Agricultural Estate District.

Agricultural Estate District.

the City Code of the City of Midland, Texas, shall be applicable and unamended terms
herein.

Repealed into AE, Agricultural Estate District, as set out hereinafter;

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

this

that covered herein; provided, however, that all prior ordinances or parts of ordinances, for any reason, held to be unconstitutional or invalid, such holding shall not

inconsistent with or in conflict with any of the provisions of this ordinance are hereby affect the validity of the remaining portions of this ordinance. The Council of the City of

expressly repealed to the extent of any such inconsistency or conflict.

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 above and foregoing ordinance was duly proposed, read in full and adopted on

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, on motion of Council member _____, seconded by Council member _____, adopted on the _____ day of _____, A.D., 2024, and passed to second reading,

Council members voting "AYE":

_____ by the following vote:
The above and foregoing ordinance was read in full and finally adopted following vote upon motion of Council member _____, seconded by Council member _____, adopted on the _____ day of _____, A.D., 2024, and passed to second reading,

Council members voting "NAY":

SECTION SIX. The City Secretary is hereby authorized and directed to publish

the _____ by the following vote:

_____ by the following vote:
The above and foregoing ordinance was read in full and finally adopted following vote upon motion of Council member _____, seconded by Council member _____, adopted on the _____ day of _____, A.D., 2024, and passed to second reading,

Council member _____

20.6

May 14, 2024

member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE": _____

Council members voting "NAY": _____

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

Elizabeth Triggs, Planning and Development
Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT 'A'

METES AND BOUNDS

Being a 37.542-acre tract of land situated in the southeast quarter of Section 10, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, being all of a called 37.542 acre tract of land described in deed to Musselman Family Limited Partnership, as recorded in Instrument No. 2016-33993, Official Public Records of Midland County, Texas (O.P.R.M.C.T.), said 37.542-acre tract of land being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod with yellow cap (illegible) for the southwest corner of said Musselman tract, being the southeast corner of a called 10.12 acre tract of land described in deed to Douglas Scharbauer, as recorded in Volume 866, Page 69, Deed Records of Midland County, Texas (D.R.M.C.T.) and being on the north line of a 50' right-of-way dedication of Mockingbird Lane by plat for Saddle Club Estates, as recorded in Cabinet C, Page 44, Plat Records of Midland County, Texas, said POINT OF BEGINNING being locatable by NAD83 Grid Coordinates N=10,715,056.80, E=1,746,378.93;

THENCE North 14 degrees 37 minutes 09 seconds West, departing the north line of said 50-foot right-of-way dedication of Mockingbird Lane, along the west line of said Musselman tract and the east line of said Scharbauer tract, a distance of 1,325.60 feet to a found 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC" for the northwest corner of said Musselman tract, said corner being on the east line of a called 5.06 acre tract of land described in deed to Barnwell Farms LLC, as recorded in Instrument No. 2012-2110, D.R.M.C.T., and from which a found 1/2-inch iron rod (leaning) bears North 83 degrees 30 minutes 59 seconds West, a distance of 0.62 feet;

THENCE North 75 degrees 32 minutes 31 seconds East, departing the east line of said Barnwell Farms tract, along the common north line of said Musselman tract and the southerly line of a called 34.62 acre tract of land described as "Tract 2" in deed to Gary Kahler, Mark A. Payne, and Tommy J. Woodruff, as recorded in Volume 3041, Page 425, D.R.M.C.T., a distance of 150.42 feet to a found 1/2-inch iron rod with yellow cap stamped "RPLS 1974" for the beginning of a curve to the right, having a radius of 734.25 feet and a chord bearing of South 86 degrees 21 minutes 26 seconds East, a distance of 456.25 feet;

THENCE Southeasterly, along said curve to the right and along said common line, through a central angle of 36 degrees 12 minutes 06 seconds and an arc length of 463.93 feet to a found 1/2-inch iron rod with yellow cap (damaged cap) for the end of said curve;

THENCE South 68 degrees 15 minutes 24 seconds East, continuing along said common line, a distance of 1,103.35 feet to a found 1/2-inch iron rod with red cap stamped "WEST COMPANY MIDLAND" for the beginning of a curve to the right, having a radius of 878.17 feet and a chord bearing South 55 degrees 25 minutes 35 seconds East, a distance of 390.01 feet;

THENCE Southeasterly, along said curve to the right and continuing along said common line, through a central angle of 25 degrees 39 minutes 36 seconds and an arc length of 393.29 feet to a found 1/2-inch iron rod with red cap stamped "WEST COMPANY MIDLAND" for the end of said curve;

THENCE South 42 degrees 35 minutes 47 seconds East, continuing along said common line, a distance of 269.55 feet to a found 1/2-inch iron rod with red cap stamped "WEST COMPANY MIDLAND" for the southeast corner of said Musselman tract, said corner being on the north line of said 50-foot right-of-way dedication of Mockingbird Lane;

THENCE South 75 degrees 32 minutes 31 seconds West, along the south line of said Musselman tract and the north line of said 50-foot right-of-way dedication of Mockingbird Lane, a distance of 1,853.53 feet to the POINT OF BEGINNING and containing 37.542 acres (or 1,635,346 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

A plat of even date accompanies this metes and bounds description.

SURVEYOR'S CERTIFICATE:

I hereby certify that this map is based on an accurate survey of the property made on the ground under my



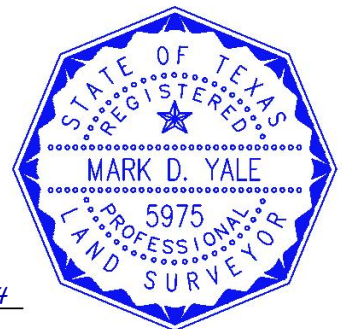
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121

TEXAS REGISTERED SURVEYING FIRM NO. 10098100

Mark D. Yale

Registered Professional Land Surveyor
State of Texas, No. 5975

3/22/2024
Date



May 14, 2024
80096424003 PAGE 1 of 2

EXHIBIT 'A'

SECTION 10, BLOCK X
H.P. HILLIARD SURVEY
ABSTRACT NO. 1276

WOODLAND PARK ADDITION SECTION 7
CABINET I, PAGE 124
P.R.M.C.T.

LOT 1, BLOCK 1
STALEY ADDITION
CABINET D, PAGE 114
P.R.M.C.T.

FOUND 5/8-INCH IRON ROD WITH
YELLOW CAP STAMPED "DUNAWAY
ASSOC" FROM WHICH A FOUND
1/2-INCH IRON ROD (LEANING)
BEARS N83°30'59"W - 0.62'

FOUND 1/2-INCH IRON ROD
WITH YELLOW CAP STAMPED
"RPLS 1974"

37.542 ACRES
1,635,346 SQUARE FEET

CALLED 37.542 ACRES
 MUSSELMAN FAMILY LIMITED
 PARTNERSHIP
 INSTRUMENT NO. 2016-33993
 O.P.R.M.C.T.

MOCKINGBIRD
LANE
(50' RIGHT-OF-WAY)
CABINET C, PAGE 44
P.R.M.C.T.

50' ROADWAY DEDICATION
CITY OF MIDLAND
VOLUME 851, PAGE 224
D.R.M.C.T.

SADDLE CLUB ESTATES
CABINET C, PAGE 44
P.R.M.C.T.

**SECTION 3, BLOCK X
H.P. HILLIARD SURVEY
ABSTRACT NO. 12**

SADDLE CLUB ESTATES
SECTION 2
CABINET F, PAGE 14
P.R.M.C.T.

D.R.M.C.T. = Deed Records, Midland County, Texas
O.P.R.M.C.T. = Official Public Records, Midland County, Tx.
P.R.M.C.T. = Plat Records, Midland County, Texas
A metes and bounds description of even date
accompanies this plat.

SURVEYOR'S CERTIFICATE:
I hereby certify that this map is based on an accurate survey of the property made on the ground under my supervision.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

Revised Proclamation of the
State of Texas, No. 5975

3/22/2024
Date

20.9

B009642.003 PAGE 2 of 2

 **DUNAWAY**
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED PROFESSIONAL ENGINEER NO. 10098100



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____
Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: Henry Musselman		Phone (432) 528-9115 Email henrym@compassoperating.com	
Address 400 W. Illinois, Suite 1000	City Midland	State TX	Zip 79701

Property Owner Printed Name: Musselman Family Limited Partnership		Phone (432) 528-9115 Email henrym@compassoperating.com	
Address 400 W. Illinois, Suite 1000	City Midland	State TX	Zip 79701

Representative (if different from Applicant or Property Owner) Firm: Dunaway Associates Printed Name: Tim Hair		Phone (432) 848-4403 Email thair@dunaway.com	
Address 4000 N Big Spring, Suite 101	City Midland	State TX	Zip 79705

Street Address: 5503 Polo Club Road	
Legal Description Lot: Block: X Subdivision: Polo Club Addition	

Current Zoning: SF1, Single-Family Dwelling District	Proposed Zone: AE, Agricultural Estate District (List by tracts if more than one district is requested)
--	---

Reason for Zone Change Request: To enable agricultural development - horse barn, storage, paddocks (not yet designed)

Present Use of Property: Vacant

Proposed Use of Property: Agricultural - Construction of a barn, driveway, storage, and paddocks (not yet designed)

How would this zone change affect the public health, safety and welfare? _____
This change will have no affect on public health, safety and welfare.

Describe how conditions affecting the property have changed since present zoning designation: _____
Ownership and development plan for the property has changed

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:
Applicant (printed):	
Property Owner (signature): 	Date: <u>3/5/24</u>
Property Owner (printed): <u>Henry Musselman</u>	
<i>The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> 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.</i> <i>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.</i>	

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ 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.

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 ☐ Application Fee Check # _____	☐ Dimensioned Site Plan ☐ Plans in Digital Format (PDF/JPEG)
Received By: _____	Date: _____

EXHIBIT 'A'

METES AND BOUNDS

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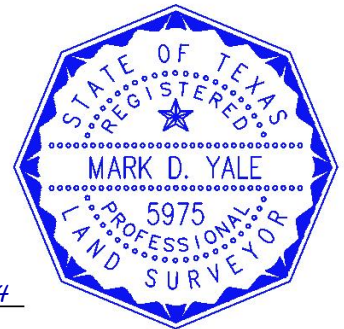
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121

TEXAS REGISTERED SURVEYING FIRM NO. 10098100

Mark D. Yale

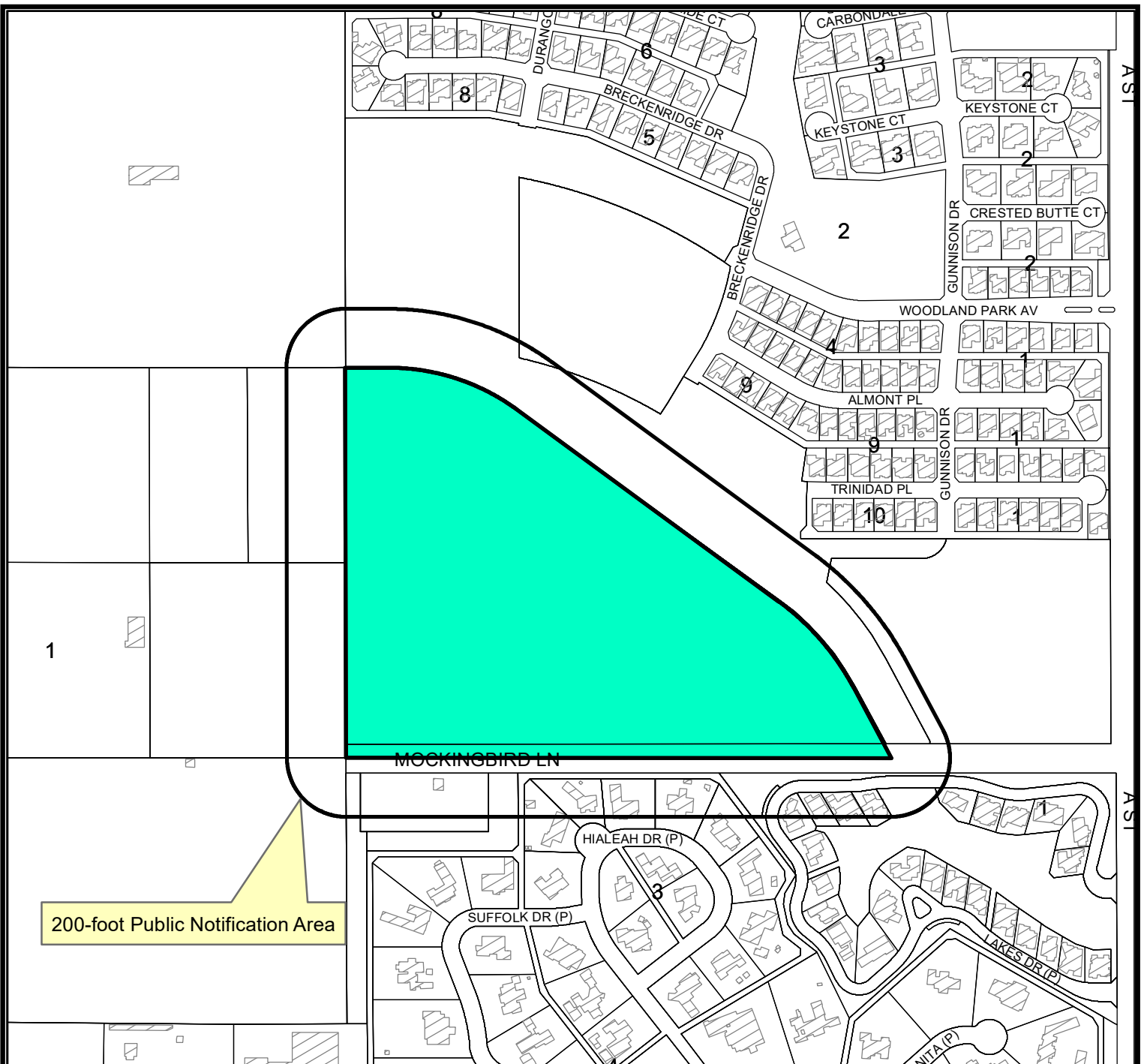
Registered Professional Land Surveyor
State of Texas, No. 5975

3/22/2024
Date



May 14, 2024
80096424003 PAGE 1 of 2

May 14, 2024



Location Map

Z-24-0364

Scale: 1" = 490'

A request by Musselman Family Limited Partnership for a zone change from, SF-1, Single-Family Dwelling District, to AE, Agricultural Estate District for a 37.542-acre tract of land, out of the southeast quarter of Section 10, Block X, H.P. Hillard Survey, City and County of Midland, Texas.

Generally located on the north side of Mockingbird Lane, approximately 840 feet west of North A Street (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

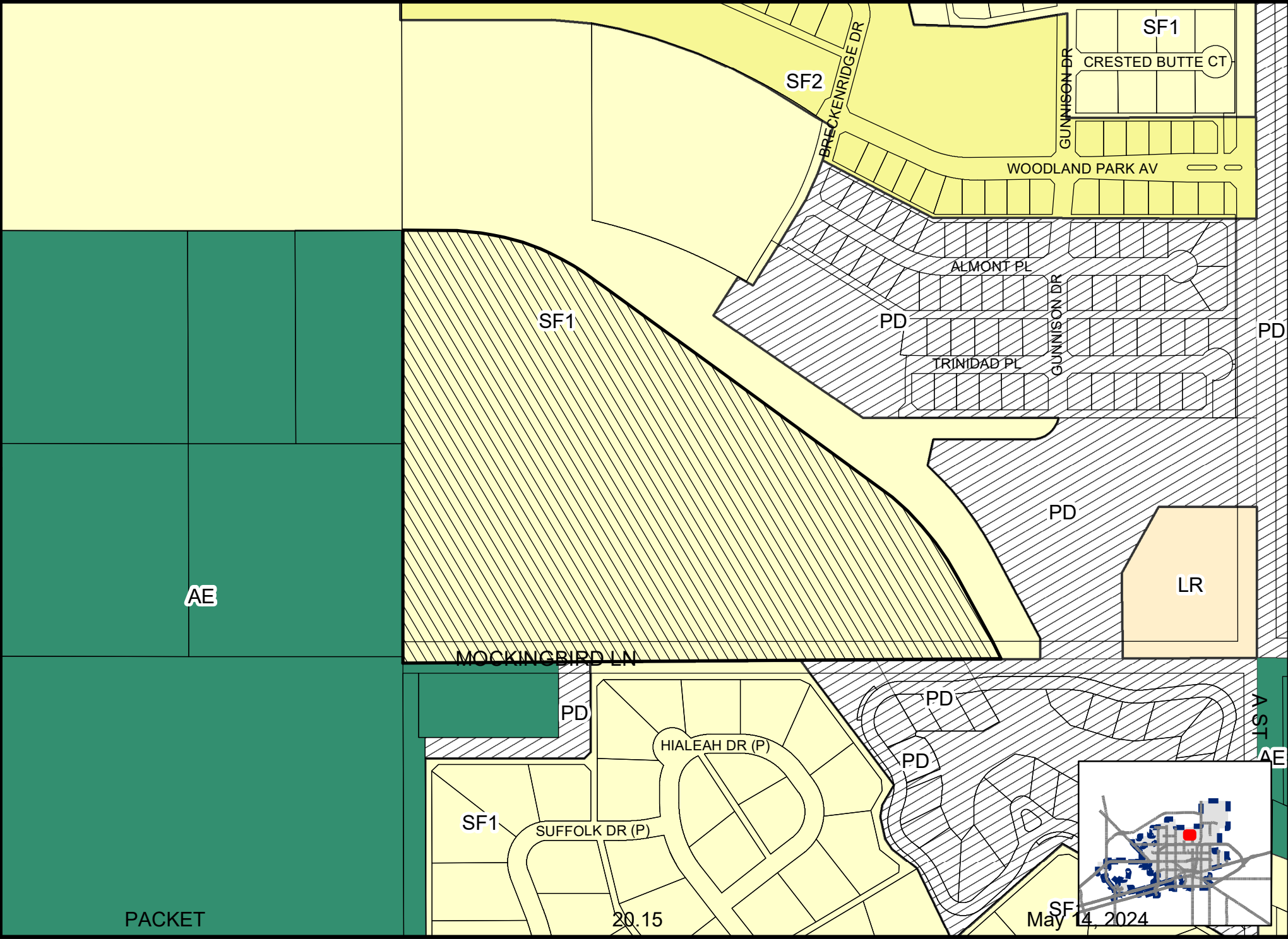


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR IS IT DESIGNED TO BE USED AS A 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.

May 14, 2024





PACKET

May 14, 2024





City Council Meeting

Item Number: 21
Meeting Date: April 23, 2024
To: City Council / City Manager
From: Diana Geerts, 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 2,100-SQUARE FOOT PORTION OF LOT 1A, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 1,105 FEET WEST 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 (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Karen Alvarez, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned Development District for a Shopping Center. (Ordinance No. 6905).

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District, and the location of stores or shop buildings. The properties to the east, south, and west are zoned PD, Planned District for Housing Development, and the location of single-family homes.

Analysis:

The property is zoned PD, Planned District for a Shopping Center. The PD zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant with the approval of an SUD. The total area of the restaurant, Marisco's El Chaka, is 2,100-square feet and the proposed alcohol serviceable area is 1,230-square feet.

The proposed hours of operation:

Tuesday through Sunday from 11 a.m. to 11p.m.

The proposed hours of alcohol service:

Tuesday through Sunday from 11 a.m. to 11p.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 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.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." Marisco's El Chaka is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments.

Engineering: (Approved)

No objection. [For the Applicant's information only.]

Transportation: (Approved)

No objection to zone change. [For the Applicant's information only.]

Building Code: (Approved)

The SUD is approved based on the current occupant load pending that no changes to the occupancy, seating count, physical structure, and/or the floor layout has taken place when compared to previously approved SUDs. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

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 establishment shall be limited to approximately 1,230 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 sales and consumption shall be limited to:

Tuesday through Sunday from 11 a.m. to 11p.m.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

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.

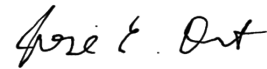
G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of April 17, 2024, staff has not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps
Ordinance (No. 6905)



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 2,100-SQUARE FOOT PORTION OF LOT 1A, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 1,105 FEET WEST 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 2,100-square foot portion of Lot 1A, Block 17, Skyline Terrace, Unit 7, 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 1,230 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 Tuesday through Sunday from 11:00 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 the operator of the Establishment 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

DATE
11/28/2022

REVISION

DRAWN BY
ANZ

CORNERSTONE
DESIGN GROUP

PHONE: 432.844.0005

REFLECTED
CEILING PLAN

SHEET TITLE

TENANT WORK AT C21

MIDLAND PARK MALL
4511 N. MIDKIFF RD.

PROJECT NUMBER: 22045

SHEET NUMBER
A-5.1

SHEET 03 OF 03



01 REFLECTED CEILING PLAN
SCALE 1/8" = 1'-0"



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: <u>Karen Borbon Alvarez</u>		Phone (505) <u>435-0731</u>	
Address <u>3505 Princeton Ave</u>		Email <u>Karenborbon5@gmail.com</u>	
City <u>Midland</u>	State <u>TX</u>	Zip <u>79703</u>	

Property Owner Printed Name: <u>Natalie Jett</u>		Phone (432) <u>517 5042</u>	
Address <u>4511 N Midkiff</u>		Email <u>natalie.jett@simon.com</u>	
City <u>Midland</u>	State <u>TX</u>	Zip <u>79705</u>	

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email _____	
Address _____	City _____	State _____	Zip _____

Street Address: <u>4511 N Midkiff Rd Suite C21 Midland TX 79705</u>			
Business Name: <u>Mariscos El Chaka Seafood & Mexican Grill</u>			
Legal Description Lot: _____ Block: _____ Subdivision: _____			
Current Zoning: <u>PD</u>			
Reason for Request: <u>Sale of Alcoholic Beverages</u>			

Type of Business (restaurant, bar, lounge, nightclub, etc.): <u>Restaurant</u>			
Proposed/Current Days and Hours of Operation: <u>Tuesday-Sunday 11:00 am - 11:00 PM</u>			
Proposed Days and Hours of Alcohol Service: <u>Tuesday-Sunday 11:00 AM - 11:00 PM</u>			
Total Square Footage of Business: <u>2100 SQ FT</u>			
Square Footage of Alcohol Serviceable Area: <u>1230 SQ FT</u>			
Restroom Fixtures:	Men	Toilets/Urinals: <u>1/1</u>	Bathroom Sinks: <u>1</u>
	Women	Toilets: <u>1</u>	Bathroom Sinks: <u>1</u>

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: 02/20/2024

Applicant (printed):

Property Owner (signature):

Date: 2/20/2024

Property Owner (printed):

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.

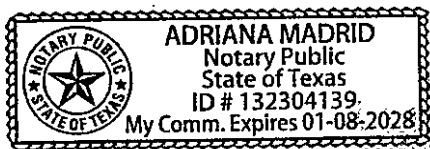
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Karen Borbon Alvarez who, being by me duly sworn, upon oath says: That (s)he is authorized by Natalie Jett, 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 21 day of February, 20 24 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 #

1127

☒ Plans in Digital Format (PDF/JPEG)

Received By:



Date:

MAR 05 2024

DATE
4/28/2022

REVISION

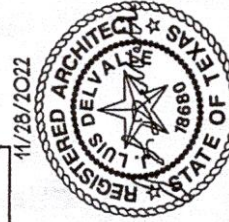
DRAWN BY
ANDY

CORNERSTONE
DESIGN GROUP
PHONE (409) 644-9008

REFLECTED
CEILING PLAN
SHEET TITLE

TENANT WORK AT C21
MIDLAND PARK MALL
4514 N. MIDKIFF RD.
PROJECT NUMBER: 22016

SHEET NUMBER
A-5.1
SHEET 00 OF 09



(409) 644-9008
4904 NORTH MIDKIFF ROAD
MIDLAND, TEXAS 79708

4/28/2022

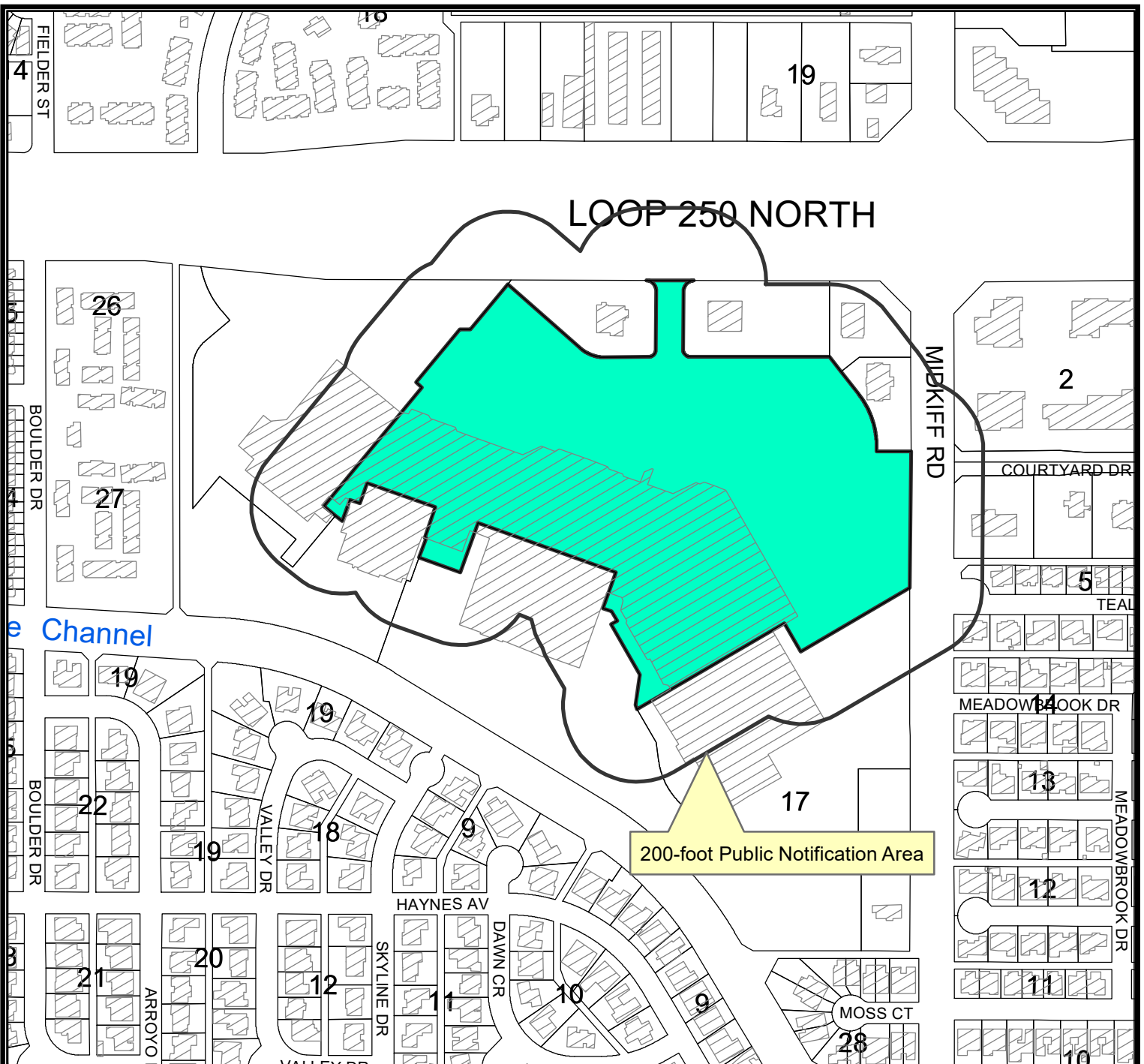
CEILING LEGEND

	EXISTING ACoustICAL CEILING
	REMOVE ACoustICAL CEILING INSTALL GYPsUM PANELS



01 REFLECTED CEILING PLAN
SCALE 1/8" = 1'-0"





Location Map

SUD-24-0177

Scale: 1" = 400'

Consider a request by Karen Alvarez for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on a 2,100 square foot portion of Lot 1A, Block 17, Skyline Terrace, Unit 7, City and County of Midland, Texas.

Generally located on the south side of West Loop 250 North, approximately 1,105-feet west of North Midkiff Road. (District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. NOR IS IT DESIGNED TO BE USED AS A 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.

May 14, 2024

LOOP 250 NORTH

PD

PD

PD

PD

PD

MIDKIFF RD

COUR

PD

PD

PD

PD

MEADOWB

PD

PD

PACKET		
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VALLEY

21.16

May 14, 2024

Map By DG, 3/13/2024

SUD-24-0177

Scale: 1" = 250'

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. 6905

AN ORDINANCE AMENDING ORDINANCE NO. 5090A, WHICH APPROVED THE SITE PLAN FOR TRACT V OF THE "PLANNED DISTRICT" FOR A HOUSING DEVELOPMENT AND A COMMUNITY OR REGIONAL SHOPPING CENTER CREATED BY ORDINANCE NO. 5090, BY ADOPTING A NEW SITE PLAN; CONTAINING A CUMULATIVE CLAUSE; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, Section Two, Subsection D-2 of Ordinance No. 5090 which created a "Planned District" for a Housing Development and a Community or Regional Shopping Center, provided that no development should be undertaken and no building permit issued on Tract V, as set out in said ordinance, without a site plan having been submitted to and approved by the Planning and Zoning Commission and the City Council; and

WHEREAS, Ordinance No. 5090A amended Ordinance No. 5090 so as to adopt a site plan in accordance with the provisions of Subsection D-2 of Section Two of said Ordinance 5090, said site plan being identified as Exhibit "A" to Ordinance 5090A and being on file in the office of the City Secretary; and

WHEREAS, the Council finds it to be in the public interest to adopt a new site plan for said "Planned District" which was created by Ordinance No. 5090, said new site plan being attached hereto as Exhibit "A" and made a part hereof for all legal purposes. The new site plan affects only that portion of the existing site plan that is currently occupied by the outdoor garden center of the Sears, Roebuck and Company retail store at Midland Park Mall;

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

SECTION ONE. That the City Council hereby amends Ordinance No. 5090A which approved a site plan for the "Planned District" for a Housing Development and a Community or Regional Shopping Center created by Ordinance No. 5090 by adopting a new site plan for said "Planned District", attached hereto as Exhibit "A" and made a part hereof for all legal purposes. Said site plan

affects only that portion of the existing site plan that is currently occupied by the outdoor garden center of the Sears, Roebuck and Company retail store at Midland Park Mall, and all other aspects of the site plan adopted under Ordinance No. 5090A shall remain in effect.

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 law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 24th day of January, A.D., 1989; and passed to second reading on motion of Council member Heck, seconded by Council member Corrales, by the following vote:

Council members voting "AYE": Heck, Corrales, Williams,
Rendall, Thomas, and Marcum

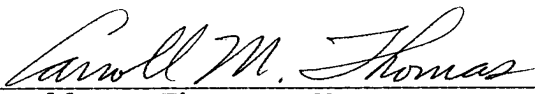
Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Corrales, seconded by Council member Marcum, on the 14th day of February, A.D., 1989, at a regular meeting of the City Council:

Council members voting "AYE": Corrales, Marcum, Thomas, Williams, Heck, Rendall, and Monaghan

Council members voting "NAY": None

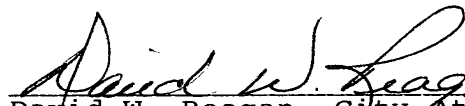
PASSED AND APPROVED THIS 14th day of February, A.D., 1989.


Carroll M. Thomas, Mayor

ATTEST:


B. C. Clanton, City Secretary

APPROVED AS TO FORM:


David W. Reagan, City Attorney

[illegible]



City Council Meeting

Item Number: 22
Meeting Date: April 23, 2024
To: City Council / City Manager
From: Landon Ochoa, 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 1,763-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 478 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Ivania Hernandez Morales, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant called Texas Lodge Bar & Grill located at 503 E Interstate 20.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

Quality of Life and Place

Discussion:**Current Zoning:**

BP, I-20 Business Park District

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned District for a Shopping Center and are the location of houses. The properties to the east, south, and west are zoned BP, I-20 Business Park District and is the location of hotels, restaurants, a church, and other various businesses.

Discussion:

The applicant is requesting a Specific Use Designation for Texas Lodge Bar & Grill located at 503 East Interstate 20, Suite 130, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned BP, I-20 Business Park District, which permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

The restaurant is currently in operation and has a specific use designation for the sale of all alcoholic beverages under Ordinance 10366 which was approved by Council on January 24, 2023. The floor plan attached hereto as "Exhibit A" illustrates that the establishment has a total square footage of 1,763 square feet, with an alcohol serviceable area of 957 square feet. The site currently has adequate parking, access, and internal circulation.

The restaurant has the following hours of operation:

Monday through Sunday from 3 p.m. to 11 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Sunday from 3 p.m. to 11 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.

When this request was originally brought before the P&Z Commission, there was a school

named Richard Milburn Academy within 300 feet of Texas Lodge Bar & Grill. Although the school is still visible on Google Maps, the school has since moved out of that location and is no longer located within 300 feet of the restaurant.

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) Texas Lodge Bar and Grill is an establishment that will provide Midland residents with a unique social gathering experience.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

The SUD for Texas Lodge Bar and Grill is acceptable. The property must adhere to the maximum occupant load of 63 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

The Planning & Zoning Commission deferred the request for the currently active SUD on November 21, 2022. The Commission recommended approval of the currently active SUD on December 5, 2024. City Council approved the request on January 24, 2023.

The P&Z Commission recommended approval of this request on April 1, 2024.

Therefore, staff recommend approval of this request subject to conditions A through G.

Conditions:

- A. That the serviceable area of the Establishment shall be limited to approximately 957 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 Sunday from 3:00 p.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 the operator of the Establishment 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.

Letters of Objection:

As of April 8, staff has not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Location Map
Zoning Map
Photo
Ordinance 10366

For & Out

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
1,763-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62,
BELMONT ADDITION, SECTION 23, CITY AND
COUNTY OF MIDLAND, TEXAS (GENERALLY
LOCATED ON THE NORTH SIDE OF EAST

WHEREAS, the City Planning and Zoning Commission and the Governing Body
of INTERSTATE 20, APPROXIMATELY 478 FEET WEST

OF SOUTH TERRELL STREET), WHICH IS

the City of Midland, Texas, to conform with the City Charter, the City Code, and
State PRESENTLY ZONED BP, WITHIN BUSINESS PARK

DISTRICT, ALLOWING SAID PROPERTY TO BE USED

law, have given the request for the sale of alcoholic beverages in
otherwise; and FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN

A RESTAURANT FOR ON-PREMISES CONSUMPTION;

after holding due hearings affording a full and fair hearing to all of the property
owners MAKING SAID DESIGNATION SUBJECT TO CERTAIN

CONDITIONS AND RESTRICTIONS CONTAINED

generally, and particularly to those interested persons situated in the affected area
and in the HEREIN, CONTAINING A CUMULATIVE CLAUSE;

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is
CONTAINING A SAVINGS AND SEVERABILITY

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF MIDLAND, TEXAS: CLAUSE: PROVIDING, FOR A MAXIMUM PENALTY
for the City of Midland, Texas, to conform with the City Charter, the City Code, and
State PRESENTLY ZONED BP, WITHIN BUSINESS PARK

OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00);

AND ORDERING PUBLICATION
all be best served by granting a specific use designation with term for on-premise
consumption, together with lot 6A, block 62, Belmont Addition, section 23, city and county of
Midland, Texas, to conform with the City Charter, the City Code, and

together with lot 6A, block 62, Belmont Addition, section 23, city and county of
Midland, Texas, to conform with the City Charter, the City Code, and

PACKET

22.5

May 14, 2024

SECTION TWO. That the Property shall be subject to the following conditions
Texas (and "Property"), as set out hereinafter;

restrictions:

- A. That the serviceable area of the Establishment shall be limited to
- B. approximately 957 square feet as shown in Exhibit "A" which is attached
- C. That the days and hours of alcoholic beverage sales and consumption shall be
- D. That the occupancy of the Establishment shall not exceed the limited to Monday through Sunday from 3:00 p.m. to 11:00 p.m. maximum
- E. That the Establishment shall meet the requirements of the Fire occupancy determined by the Building Code and Fire Code. Department and
- E. That the operator of the Establishment shall obtain a Certificate of the Code Administration Division. Occupancy

- F. prior to the commencement of the sale of alcoholic beverages for on-premises
- F. That, in accordance with Section 11-1-9.07.E.3 of the City Code, the

consumption to ensure that the conditions of this Specific Use Establishment shall be in operation within 120 days from the final adoption of this ordinance. 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 shall not

that covered herein; provided, however, that all prior ordinances or parts of ordinances, City of

inconsistent with or in conflict with any of the provisions of this ordinance are hereby repealed to the extent of any such inconsistency or conflict.

expressly repealed to the extent of any such inconsistency or conflict.

subsections, sentences, clauses, or phrases hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or with the general penalty provisions contained in Section 1-3-1 of the City Code of

invalid.

Midland
PACKET

22.6

May 14, 2024

SECTION FIVE. The penalty for violation of this ordinance shall be in

accordance

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

The above and foregoing ordinance was duly proposed, read in full and descriptive caption of this ordinance in the manner and for the length of time prescribed by

first reading, the _____ day of _____, A.D., 2024; and passed to second reading the _____ day of _____, A.D., 2024.

Council members voting "AYE":
on motion of Council member _____, seconded by Council member _____

Council members voting "NAY":

_____, by the following vote:
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 _____

Council members voting "AYE":
member _____, on the _____ day of _____, A.D., 2024, at a regular

Council members voting "NAY":
meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

PACKET

22.7

May 14, 2024

APPROVED AS TO CONTENT

AND COMPLETENESS:

Elizabeth Triggs, Planning and Development
Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



GROSS INTERNAL AREA
FLOOR 1: 1763 sq. ft.
TOTAL: 1763 sq. ft.

22.9



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: Ivania Hernandez Morales

Address
207 W 61st Ave

City
Midland

Phone (432) 257-5719

Email
hernandezfamily@gmail.com

State
TX

Zip
79701

Property Owner

Printed Name: Belmont Realty LLC

Address

City

Phone ()

Email

State

Zip

Representative (if different from Applicant or Property Owner)

Firm: Belmont Realty

Printed Name: Bob Weiden

Address
503 East I-20 P.O. Box 2932

City
MIDLAND

Phone (432) 570-9206

Email
bobweiden@sbcglobal.net

State
TX

Zip
79702

Street Address: 503 E Interstate 20, Ste 130, Midland, TX 79701

Business Name: Hernandez Family, LLC DBA Texas Lodge Bar & Grill

Legal Description

Lot: 06A Block: 062 Subdivision: Belmont, Sec 23

Current Zoning: Business Park

Reason for Request: Franchising location and need to obtain TABC license.

Type of Business (restaurant, bar, lounge, nightclub, etc.): bar & grill

Proposed/Current Days and Hours of Operation: Monday - Sunday 3-10 pm

Proposed Days and Hours of Alcohol Service: Monday - Sunday 3-10 pm

Total Square Footage of Business: 1763

Square Footage of Alcohol Serviceable Area: 957

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 (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing:
 - Parking
 - Business Footprint

PACKET 22.10

May 14, 2024

Signatures	
Applicant (signature): <u>[Signature]</u>	Date: <u>2/26/24</u>
Applicant (printed): <u>Ivania Hernandez Morales</u>	
Property Owner (signature): <u>[Signature]</u>	Date: <u>2/26/24</u>
Property Owner (printed): <u>Bob Weidner</u>	
The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> 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.	

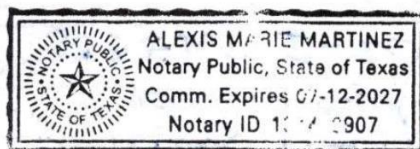
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ivania Hernandez Morales who, being by me duly sworn, upon oath says: That (s)he is authorized by Bob Weidner, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 4th day of March, 2024, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXA

FOR OFFICE USE ONLY

- | | |
|--|--|
| ☒ Property Owner Authorization | ☒ Dimensioned Floor Plan |
| ☒ Application Fee | ☒ Site Plan |
| Check # <u>1300 C956</u> | ☒ Plans in Digital Format (PDF/JPEG) |

Received By: [Signature]

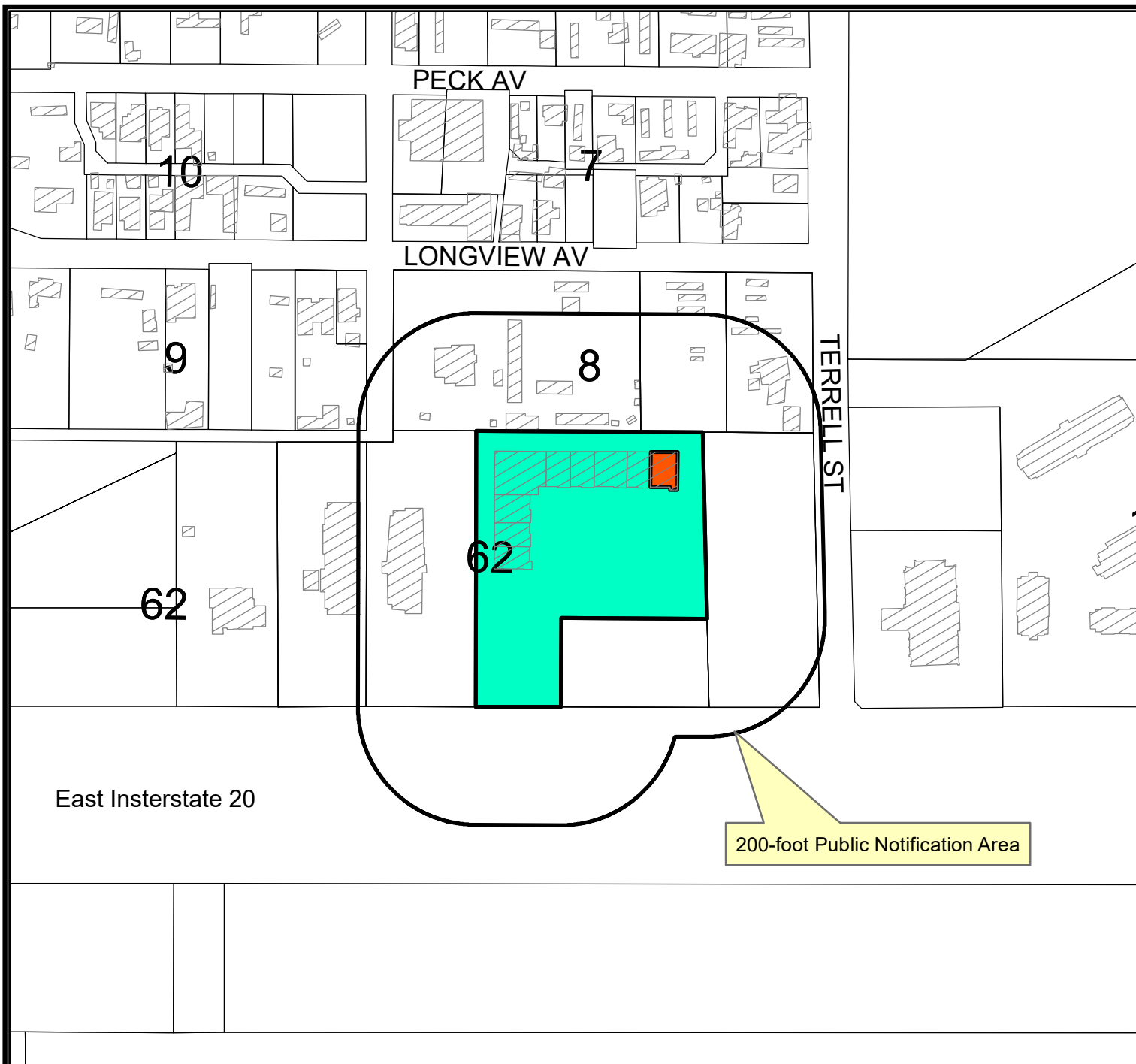
Date: Mar 14 2024



Application will not be considered for scheduling until reviewed by a planner.



GROSS INTERNAL AREA
FLOOR 1: 1,763 sq. ft.
TOTAL: 1,763 sq. ft.



Location Map

SUB-24-0716

Scale: 1" = 245'

A request by Ivania Hernandez Morales for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a restaurant on a 1,763 square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas.

Generally located on the north side of East Interstate 20, approximately 478 feet west of South Terrell Street. (Council District 2)

LEGEND

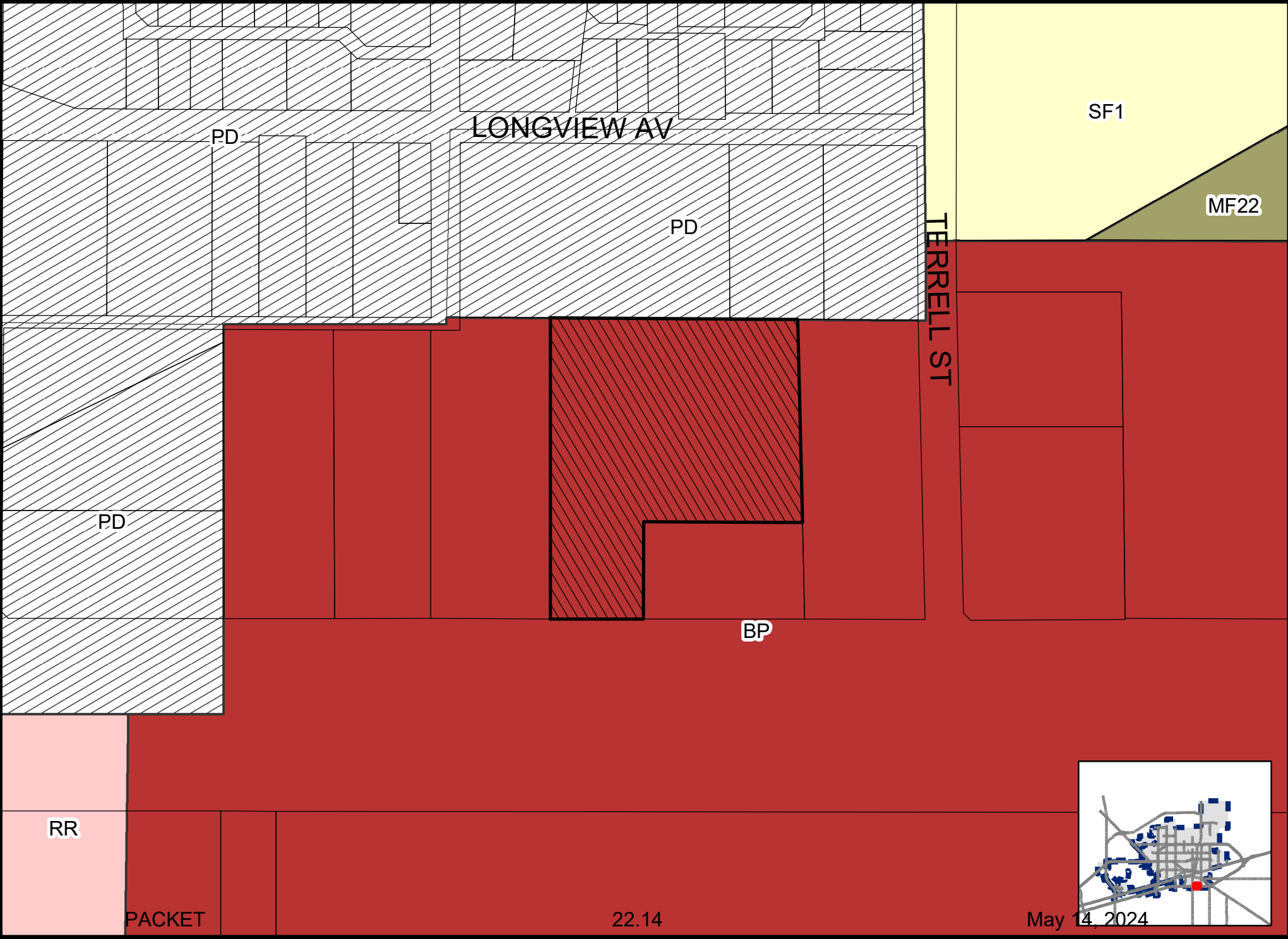
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 14, 2024







ORDINANCE NO. 10366

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 478 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK 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 1,763-square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, 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 BP, I-20 Business Park 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 957 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 Sunday 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 operator of the Establishment 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 10th day of January, A.D., 2023; and passed to second reading on motion of Council member Ladd, seconded by Council member Corrales, by the following vote:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

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 Norman, seconded by Council member Stretcher Burkes, on the 24th day of January, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 24th day of January, A.D., 2023.


Lori Merritt Blong, Mayor

ATTEST:


Amy M. Turner, City Secretary



APPROVED AS TO CONTENT
AND COMPLETENESS:

A handwritten signature in blue ink, appearing to read "Charles Harrington", written over a horizontal line.

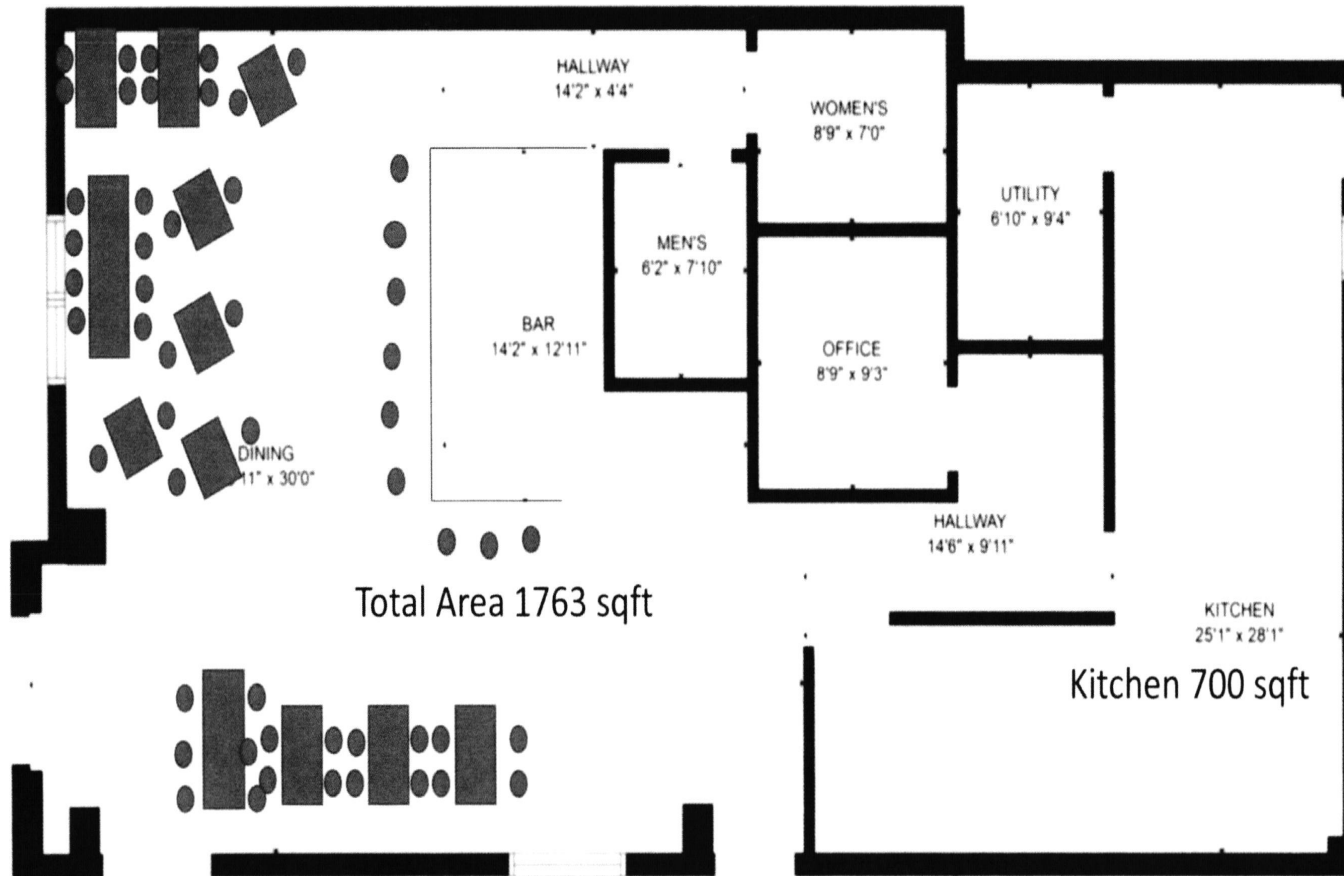
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

A handwritten signature in blue ink, appearing to read "John Ohnemiller", written over a horizontal line.

John Ohnemiller, City Attorney

EXHIBIT "A"



GROSS INTERNAL AREA
FLOOR 1: 1763 sq. ft.
TOTAL: 1763 sq. ft.



APPROVED

10366



City Council Meeting

Item Number: 16
Meeting Date: January 24, 2023 (January 10, 2023)
To: City Council / City Manager
From: Landon Ochoa, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 478 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK 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 (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Elisama Corzo, is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant Texas Lodge Bar & Grill, located at 503 East Interstate 20, Suite 130.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

PACKET
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January 24, 2023
May 14, 2024

Discussion:

Analysis:

The applicant is requesting a Specific Use Designation for Texas Lodge Bar & Grill located at 503 East Interstate 20, Suite 130, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned BP, I-20 Business Park District, which permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

The restaurant is currently in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto as "Exhibit A" illustrates that the establishment, will have a total square footage of 1,763 square feet, with an alcohol serviceable area of 957 square feet. The site currently has adequate parking, access, and internal circulation.

The restaurant has the following hours of operation:

Monday through Sunday from 11 a.m. to 10 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Sunday from 11 a.m. to 10 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 is a school named Richard Milburn Academy approximately 250 feet west of the Texas Lodge Bar & Grill. There is also a Garely's Mexican Restaurant approximately 75 feet east of the school which already has an alcohol SUD which was approved on December 8, 2021. A wrong judgment call was made that the school was private. Since then, we have contacted Richard Milburn Academy and they have clarified that they are a public school for ninth through twelfth graders. However, we have received a letter from the school stating that they do not support nor oppose the restaurant getting their alcohol SUD.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

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January 24, 2023
May 14, 2024

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Building Code: (Approved)

The SUD is acceptable. The property must adhere to the maximum occupant load of 63 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved)

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4*, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Texas Lodge Bar and Grill is an establishment that will provide Midland residents with a unique social gathering experience. The Planning and Zoning Commission Approved this request on December 5, 2022.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

- A. That the serviceable area of the restaurant shall be limited to approximately 957 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 11 a.m. to 10 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.**

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 5, 2023, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps



City Manager's Office

PACKET
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16.4
22.26

January 24, 2023
May 14, 2024



Specific Use Permit with Term for
the Sale of Alcoholic Beverages for
On-Premises Consumption

Project Number: 340-22-0143
Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Elisena Carro</u>		Phone <u>(432) 212-9268</u> Email <u>texaslodgebargrill@gmail.com</u>	
Address <u>620 Dale St</u>	City <u>Odessa</u>	State <u>TX</u>	Zip <u>79761</u>

Property Owner Printed Name: <u>BELMONT REALTY LLC</u>		Phone <u>(432) 570-9206</u> Email <u>seminel@overheaddoorpermianbasin.com</u>	
Address <u>P.O. BOX 2932</u>	City <u>MIDLAND</u>	State <u>TX</u>	Zip <u>79702</u>

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email _____	
Address _____	City _____	State _____	Zip _____

Street Address: <u>503 E IZO Frontage Rd, Ste 130, Midland, TX 79701</u>	
Business Name: <u>Texas Lodge Bar & Grill</u>	
Legal Description Lot: <u>06A</u> Block: <u>062</u> Subdivision: <u>Belmont, Sec 23</u>	
Current Zoning: <u>Business Park</u>	
Reason for Request: <u>To obtain TABC license</u>	

Type of Business (restaurant, bar, lounge, nightclub, etc.): <u>bar & grill</u>			
Proposed/Current Days and Hours of Operation: <u>Monday - Sunday</u>			
Proposed Days and Hours of Alcohol Service: <u>10 AM - 10 PM</u>			
Total Square Footage of Business: <u>1883 1763</u>			
Square Footage of Alcohol Serviceable Area: <u>957</u>			
Restroom Fixtures:	Men	Toilets/Urinals: <u>1 1</u>	Bathroom Sinks: <u>1</u>
	Women	Toilets: <u>1</u>	Bathroom Sinks: <u>1</u>

PACKET
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22.27

January 24, 2023
May 14, 2024

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):

[Signature]

Date: 8/25/22

Applicant (printed):

Elisena Corzo

Property Owner (signature):

[Signature]

Date: 8/25/22

Property Owner (printed):

Robert Belmont Weidner

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.

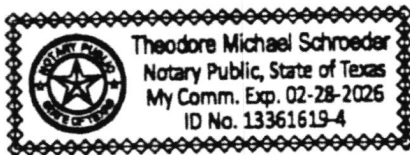
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Elisena Corzo who, being by me duly sworn, upon oath says: That (s)he is authorized by Robert Belmont Weidner, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 13 day of September, 20 22, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

PACKET
SUP Alcoholic Beverages Application
PACKET

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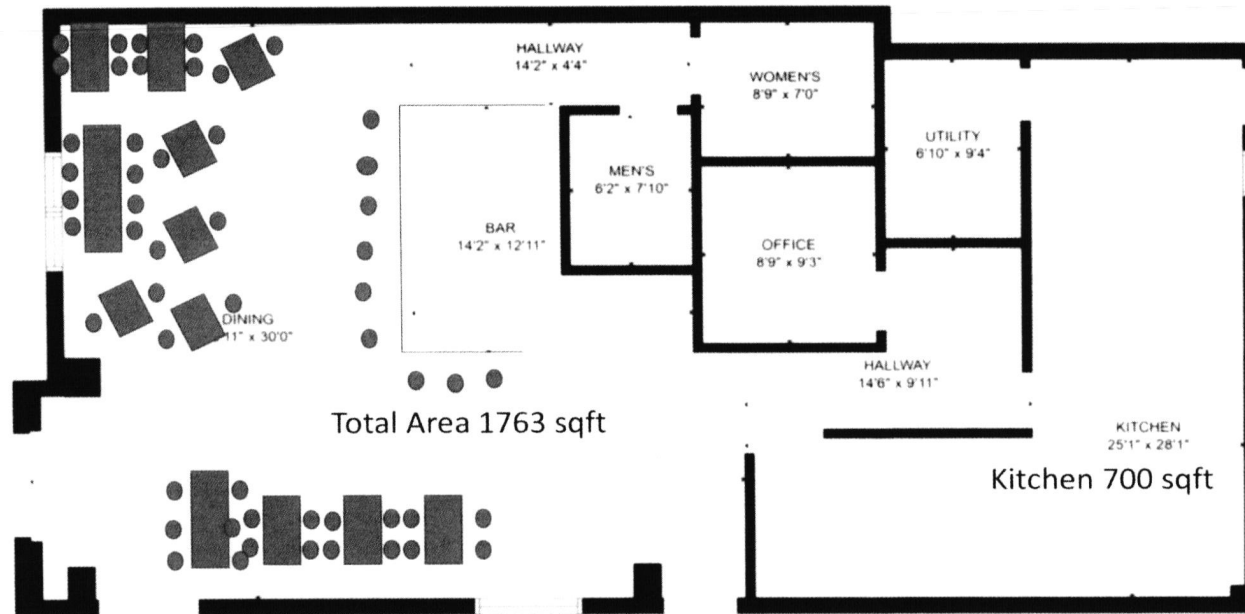
January 24, 2023
Revised 12/6/16
May 14, 2024

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Floor Plan
☒ Application Fee	☒ Site Plan
Check # <u>1085</u>	☒ Plans in Digital Format (PDF/JPEG)
Received By: <u>DS</u>	Date: <u>9-13-22</u>

****Application will not be considered for scheduling until reviewed by a planner.****

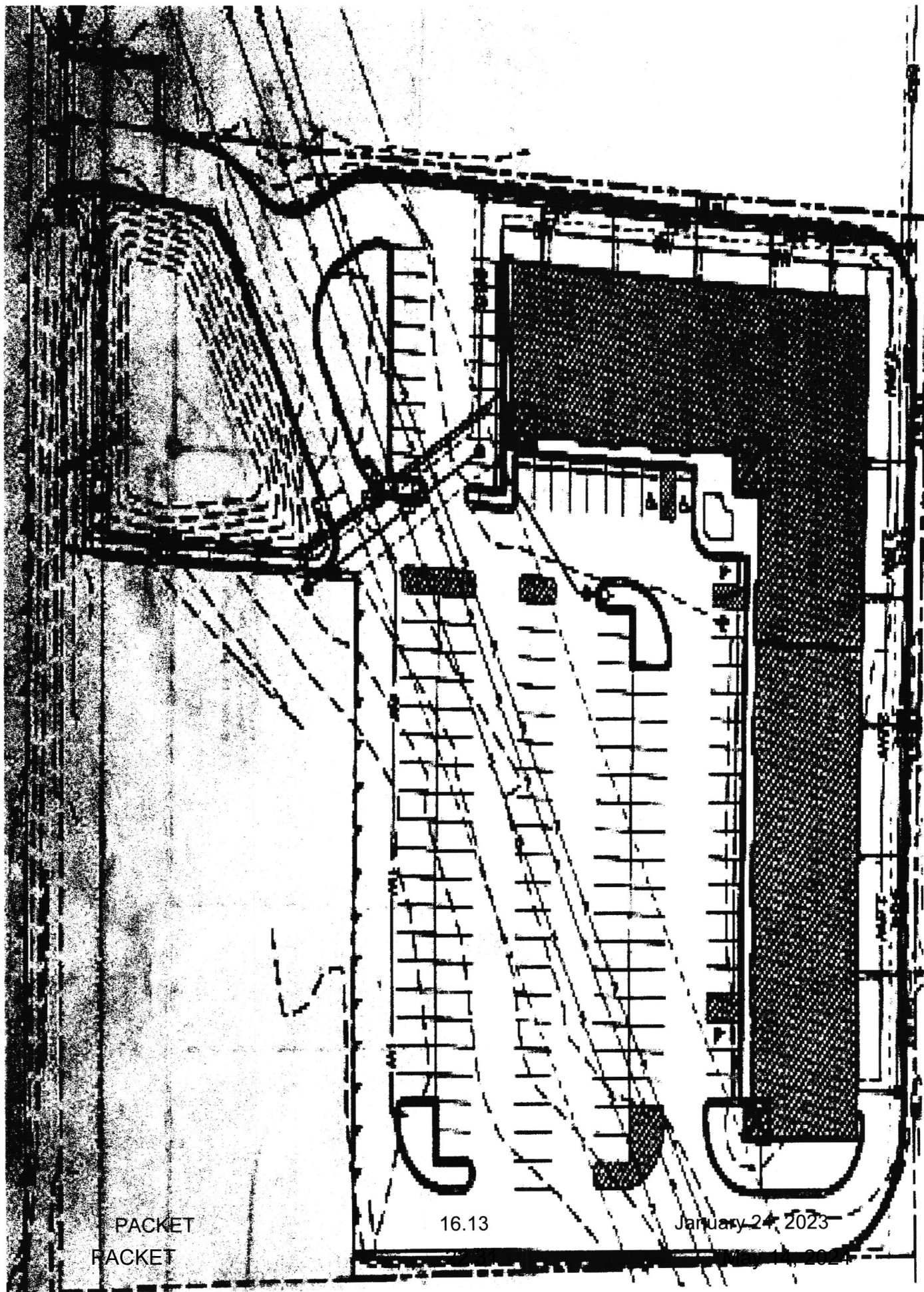
PACKET	16.7	January 24, 2023
PACKET	22.29	Revised 12/6/16
		May 14, 2024

EXHIBIT "A"



GROSS INTERNAL AREA
FLOOR 1: 1763 sq. ft.
TOTAL: 1763 sq. ft.

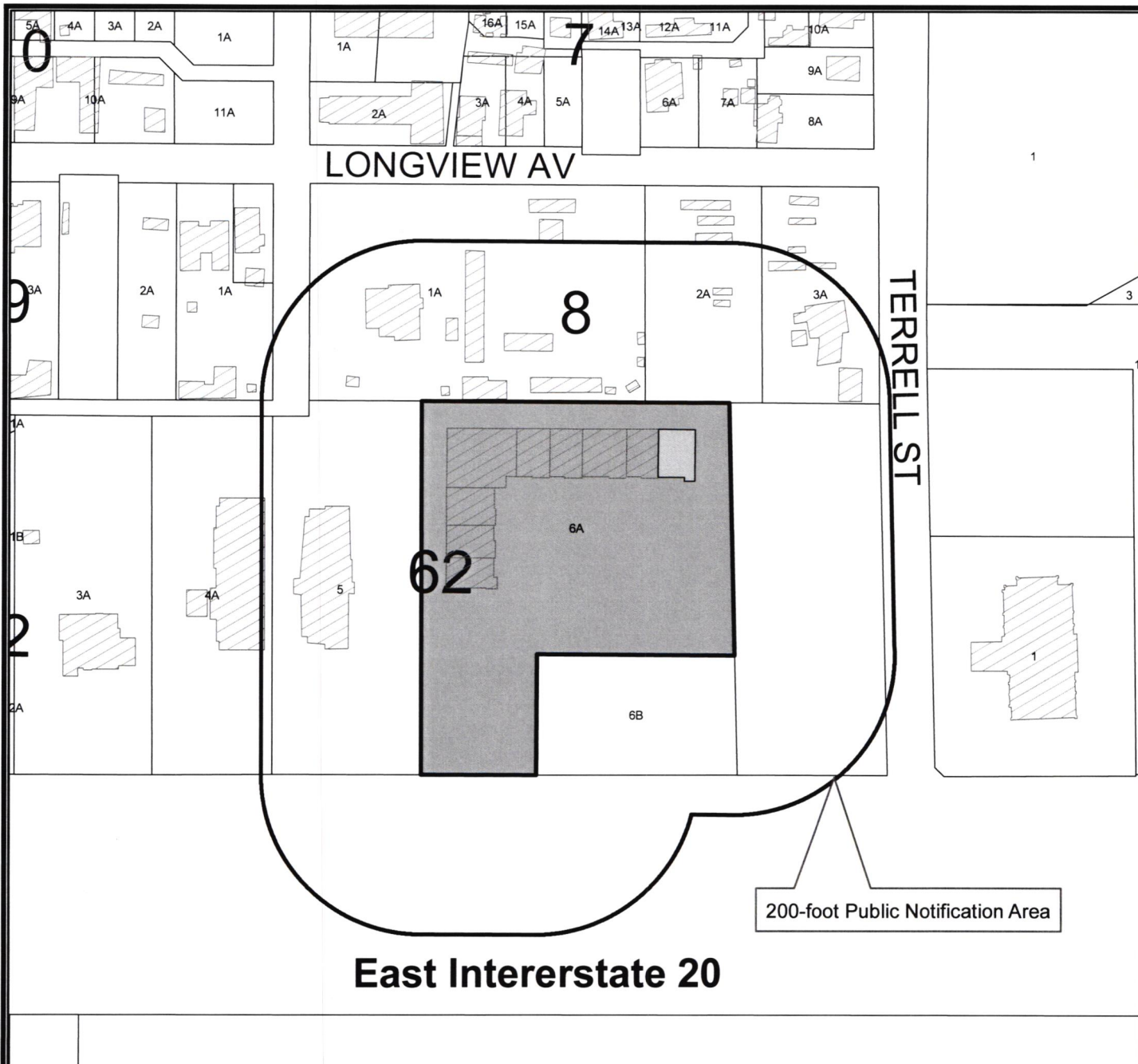
PACKET
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January 24, 2023



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16.13

January 24, 2023



East Interstate 20

200-foot Public Notification Area

LOCATION MAP

SUD-22-0143

Scale: 1" = 2,168'

Consider a request by Elisa Carzo for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a Restaurant on a 1,763 square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas.

Generally located on the north side of East Interstate 20, approximately 478-feet west of South Terrell Street. (Council District 2)

LEGEND

- - CITY LIMITS
- PARCEL
- ▨ PRIVATE BLDGS



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THE CITY OF MIDLAND AND ITS PLANNING DIVISION ARE RESPONSIBLE FOR THE ACCURACY OF THE DATA AS OF THE DATE OF USE OF THIS DATA.

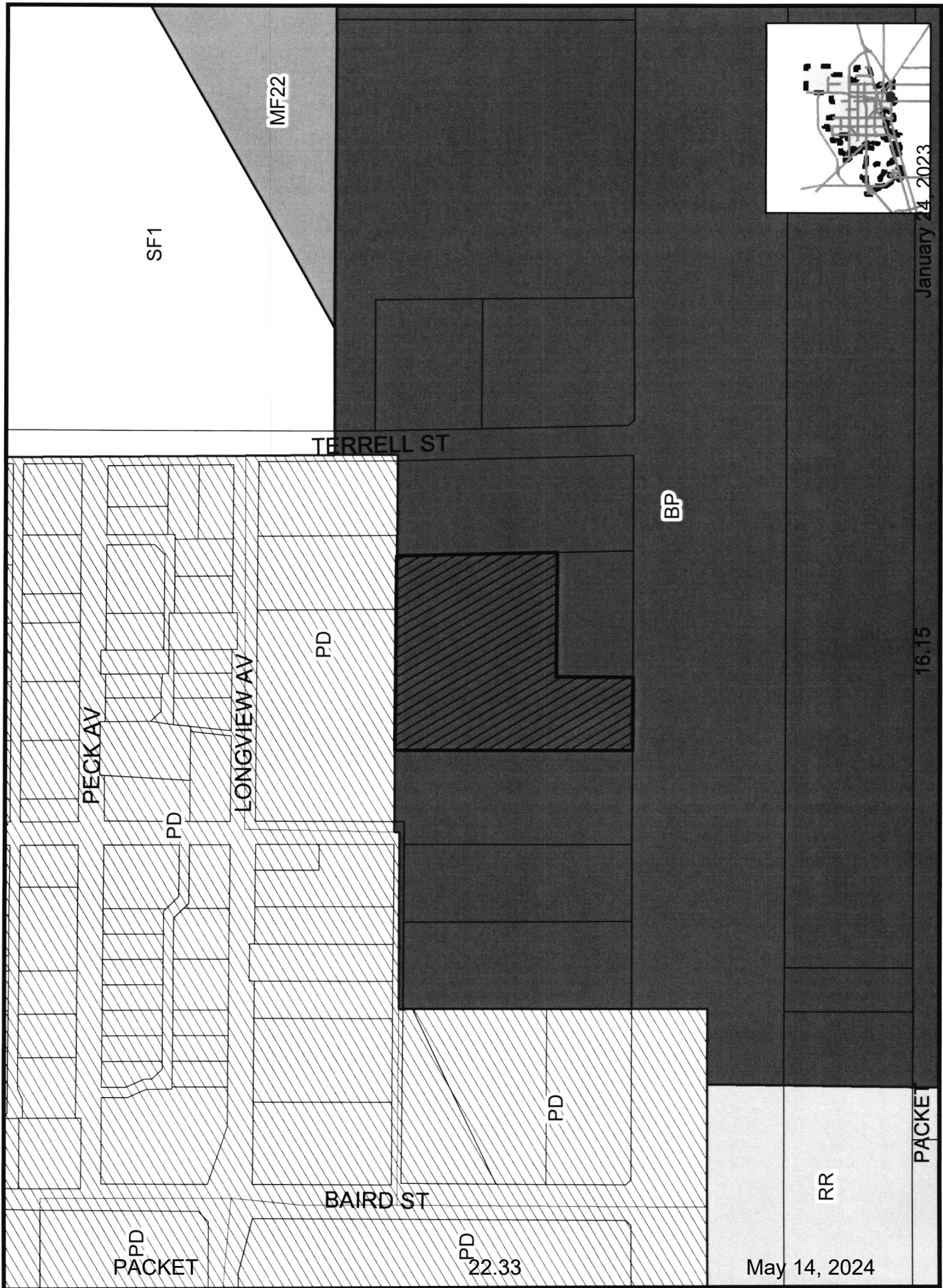
January 24, 2023

May 14, 2024

PACKET
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ZONING MAP

Scale: 1" = 2,859'

SUD-22-0143

Map By LO, 9/28/2022

© THE CITY OF MIDLAND, 2021. THIS MAP IS A PRELIMINARY MAP AND SHOULD NOT BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS BASED ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS BASED ON THE INFORMATION CONTAINED HEREIN.

16.15

January 24, 2023

PACKET

May 14, 2024

RR

BP

PD

PD
22.33

BAIRD ST

PD

LONGVIEW AV

PD

PECK AV

PD
PACKET

SF1

MF22

TERRELL ST



PACKET
PACKET

16.16
22.34

January 24, 2023
May 14, 2024



PACKET
PACKET

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January 24, 2023
May 14, 2024



PACKET
PACKET

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January 24, 2023
May 14, 2024



PACKET
PACKET

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22.37

January 24, 2023
May 14, 2024



PACKET
PACKET

16.20
22.38

January 24, 2023
May 14, 2024



PACKET
PACKET

16.21
22.39

January 24, 2023
May 14, 2024



Richard Milburn Academy • Central Office
13003 Jones Maltsberger • San Antonio, TX 78247
830-557-6181 • FAX 830-557-5424

November 30, 2022

RE: Belmont Marketplace Shopping Center
503 East I-20
Midland, Texas 79701

To: The City of Midland

Richard Milburn Academy, a Texas Public Charter School, is currently a tenant at the Belmont Marketplace in Midland, TX. Our current lease expired on July 31, 2022. We have extended our lease through January 31, 2023. However, it is our intent to vacate by March as we have had construction delays at the new location we will be moving to.

We have been notified that both Garely's Mexican Restaurant and Texas Lodge Bar & Grill have applied for a sale of alcoholic beverages for on-premises consumption. As a Texas Public Charter School, we would prefer to neither support nor oppose of the sale of alcohol by an establishment located 250 feet away from our Midland campus.

Please do not hesitate to reach out to us should you need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Armard Anderson".

Armard Anderson, Ed.D.
Superintendent of Schools



City Council Meeting

Item Number: 23
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Andrew Meyers, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 4.352-ACRE TRACT OF LAND OUT OF TRACT 4, PARKER ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF TODD DRIVE, APPROXIMATELY 420 FEET SOUTH OF EAST GOLF COURSE ROAD), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A WILDLIFE REHABILITATION CENTER; 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Zoo Midland, on behalf of Green Acres Golf Course, LLC, is requesting a Specific Use Designation (SUD) without Term for a Wildlife Rehabilitation Center to develop a zoo intake center at 1507 Todd Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

Quality of Life and Place

Surrounding Zoning and Land Use:

This property is currently zoned AE, Agricultural Estate District. All of the surrounding properties are zoned AE, Agricultural Estate District.

Analysis:

The property is located at 1507 Todd Drive and has 3 vacant buildings on the property. The proposed use of the property is a zoo intake center; however, the most similar use in the Zoning Ordinance is a Wildlife Rehabilitation Center. Zoo Midland plans to build a 4,331 square-foot Wildlife Rehabilitation Center, a 1,946 square-foot outdoor pen area, a greenhouse to grow food, and a small storage building for equipment, which satisfies this requirement. The Wildlife Rehabilitation Center will serve as an intake center for Zoo Midland, which will have limited animal occupancy for short periods before they are transported to their permanent destination. The Wildlife Rehabilitation Center will operate Monday-Sunday from 8:00 a.m. to 8:00 p.m.

The property is zoned AE, Agricultural Estate District, which allows for the use of a Wildlife Rehabilitation Center with a Specific Use Designation without Term. Per the Zoning Ordinance, a Wildlife Rehabilitation Center shall be on tracts of land of not less than two acres, and animals located on the property should also always be kept in enclosures. This property is 4.352 acres, which satisfies this requirement.

The property has an existing 5' fence along the North, East, and West property lines and an existing 6' fence along the South property line that will remain. In addition to the existing fence along the property line, Zoo Midland will have to meet the fencing requirements of the United States Department of Agriculture (USDA) Animal Welfare Act and Animal Welfare Regulations. USDA Animal Welfare Act and Animal Welfare Regulations Section 3.127 – Facilities, Outdoor, Subsection D – Perimeter Fences requires all outdoor housing facilities to be enclosed by a perimeter fence that is sufficient height to keep animals and unauthorized persons out. Fences less than 8 feet high must be approved in writing by the administrator. The fence must be constructed so that it protects the animals in the facility by restricting animals and unauthorized persons from going through it or und it and having contact with the animals in the facility, and so that it can function as a secondary containment system for the facility. Fences less than 3 feet in distance from the primary enclosure must be approved in writing by the Administrator. Zoo Midland is proposing an 8' chain link fence around the main building which satisfies the USDA perimeter fence requirement.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan as the Tall City Tomorrow Plan designated this area as U-H, Urban-High. The U-H designation supports a mix of uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses and other regional attractors. Zoo Midland is a regional attractor which makes the Wildlife Rehabilitation Center a supported use.

The request is also in compliance with Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” This Wildlife Rehabilitation Center will enhance the quality of life in Midland through assisting Zoo Midland in maintaining the health and wellbeing of the animals.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections. [For Applicant’s Information Only.]

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. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for the Wildlife Rehabilitation Center, subject to Conditions A through E.

Conditions:

A. That the use and development of the property shall significantly conform to the site plan, Exhibit “B.”

B. That the property may be a wildlife rehabilitation center in which wild animals, poisonous snakes, and other animals may be kept.

C. That animals shall be always kept in enclosures unless being handled by a trained

expert.

C. That the occupancy of the Wildlife Rehabilitation Center 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.

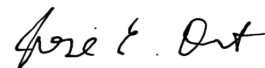
E. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of Wildlife Rehabilitation Facility to ensure that the conditions of this permit are satisfied.

Letters of Objection:

As of May 8th, 2024, staff has not received any letters of objection.

Attachments:

Application
Metes and Bounds (Exhibit A)
Site Plan (Exhibit B)
Maps
Aerial Photo
Site Photo



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 4.352-ACRE TRACT OF LAND OUT OF TRACT 4, PARKER ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF TODD DRIVE, APPROXIMATELY 420 FEET SOUTH OF EAST GOLF COURSE ROAD), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A WILDLIFE REHABILITATION CENTER; 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 4.352-acre tract of land out of Tract 4, Parker Acres Addition, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein (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 a wildlife rehabilitation center (the “Establishment”), together with the uses permitted in the present AE, Agricultural Estate District.

SECTION TWO. That the Property shall be subject to the following conditions and

PACKET 23.5 May 14, 2024

restrictions:

- A. That the use and development of the Property for the Establishment shall significantly conform to the site plan, which is attached hereto as Exhibit “B”.
- B. That the Establishment may be a wildlife rehabilitation center in which wild animals, poisonous snakes, and other animals (collectively, the “Animals”) may be harbored, had, kept or possessed.
- C. That the Animals shall be kept in secure enclosures; provided, however, that Animals may be removed from their enclosures while being handled by trained experts.
- 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 satisfy all requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING a 4.352 acre parcel of land situated in Section 42, Block 38, Township 1 South, E. C. Knepley Survey, Abstract No. 541, Midland County, Texas, and being a tract of land described in Warranty Deed to Green Acres Golf, LLC, as recorded in Instrument Number 2023-6743, Official Public Records of Midland County, Texas (O.P.R.M.C.T.), and being a portion of Tract 4, Parker Acres, an addition to the City of Midland, as recorded in Volume 87, Page 569, Plat Records of Midland County, Texas (P.R.M.C.T.), said 4.352 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod for the common northeast corner of said Green Acres Golf tract and the southeast corner of a tract of land described in General Warranty Deed with Vendor's Lien in Favor of Third Party to Sigifredo Arballo Jr., as recorded in Instrument Number 2020-9531, O.P.R.M.C.T., and being on the westerly line of a 30-foot roadway dedication unto the use of the public of Todd Road (N County Road 1160), as recorded in Volume 87, Page 571, Deed Records of Midland County, Texas (D.R.M.C.T.), said point being locatable by NAD83 Grid Coordinate N=10,703,891.49, E=1,768,507.04, and from which a found 1/2-inch iron rod with cap stamped "BRADSHAW ASSOC" for the northeast corner of said Sigifredo Arballo Jr. tract bears North 14 degrees 21 minutes 55 seconds West, a distance of 392.19 feet;

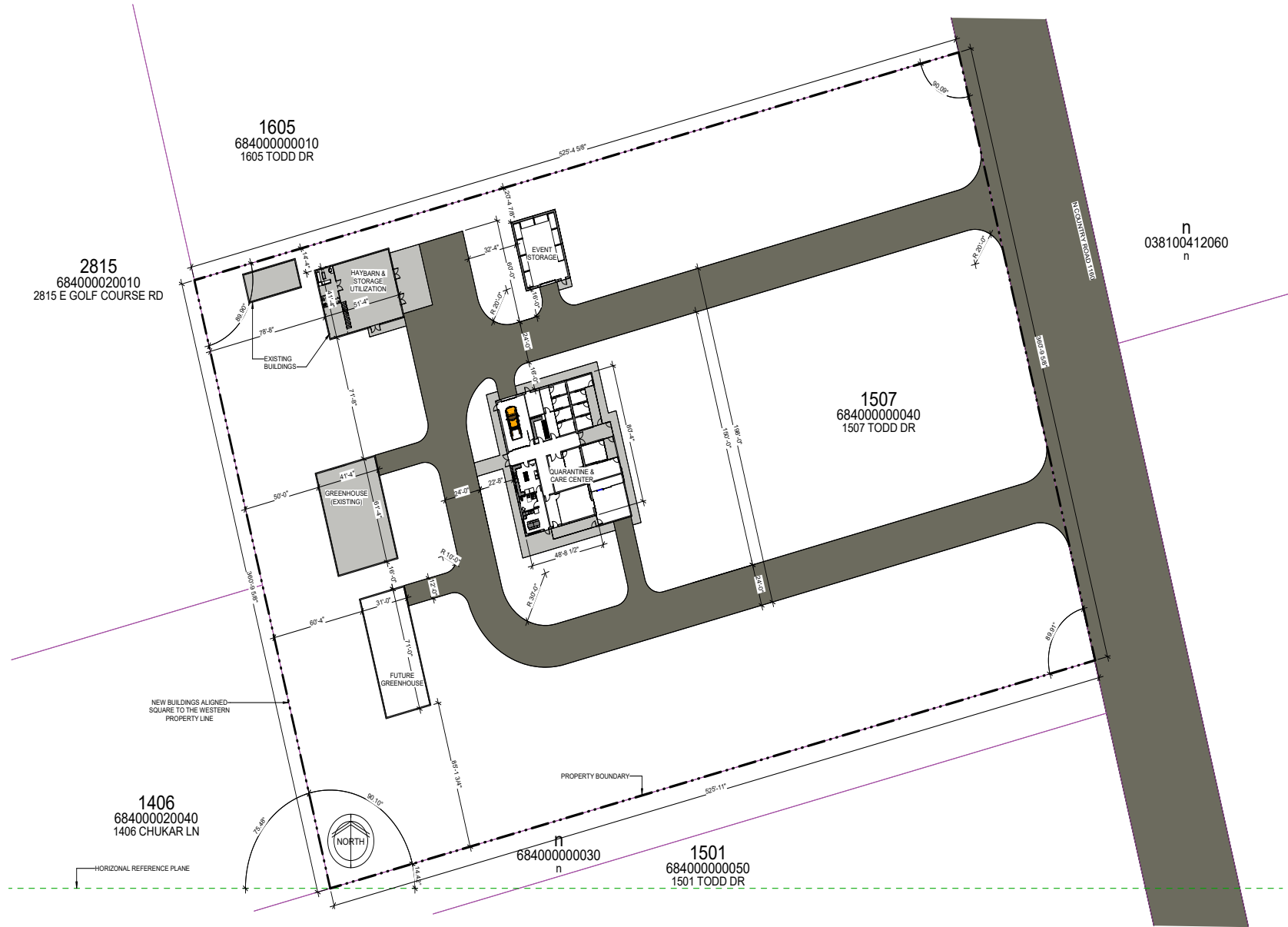
THENCE South 14 degrees 21 minutes 55 seconds East, along the westerly line of said 30-foot roadway dedication of Todd Road, a distance of 360.65 feet to a found 1/2-inch iron rod for the common southeast corner of said Green Acres Golf tract and the northeast corner of a 50-foot Right-of-Way to Texas Electric Service Company, as recorded in Volume 107, Page 574, D.R.M.C.T., and from which a found 1-inch iron rod for the southeast corner of said 50-foot Right-of-Way bears South 14 degrees 21 minutes 55 seconds East, a distance of 50.00 feet;

THENCE South 75 degrees 44 minutes 41 seconds West, departing the westerly line of said 30-foot roadway dedication of Todd Road, along the common southerly line of said Green Acres Golf tract and the northerly line of said 50-foot Right-of-Way, a distance of 525.68 feet to a found 3-inch iron pipe for the common southwest corner of said Green Acres Golf tract and the southeast corner of Lot 4, Block 2, Parker Acres Section 3, an addition to the City of Midland, as recorded in Cabinet E, Page 210, P.R.M.C.T.;

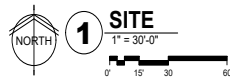
THENCE North 14 degrees 21 minutes 55 seconds West, departing the northerly line of said 50-foot Right-of-Way, along the common westerly line of said Green Acres Golf tract and the easterly lines of said Lot 4 and Lot 1, Block 2, of said Parker Acres Section 3, a distance of 360.65 feet to a set 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC." for the common northwest corner of said Green Acres Golf tract and the southwest corner of said Sigifredo Arballo Jr. tract;

THENCE North 75 degrees 44 minutes 41 seconds East, departing the easterly line of said Lot 1, along the common northerly line of said Green Acres Golf tract and the southerly line of said Sigifredo Arballo Jr. tract, a distance of 525.68 feet to the POINT OF BEGINNING and containing 4.352 acres (or 189,584 square feet) of land, more or less.

EXHIBIT "B"



PACKET



23.10

May 14, 2024

GA

PROGRESS
PRINT

NOT FOR
CONSTRUCTION

wdm
ARCHITECTS

WDM Architects P.A.
105 North Washington
Wichita, KS 67202-2815
T 316.262.4700
F 316.262.0002
wdmarchitects.com

ZOO MIDLAND
PHASE 00: GREEN ACRES PACKAGE
1507 N Country Rd 1160, Midland, TX 79707

PRINTS ISSUED
2024.02.09 - GA - 50% DD

REVS.		
NO.	DATE	DESC.

WDM No. 21029
drawn: JS
checked: Checker
GREEN ACRES PACKAGE
SITE PLAN

PHASE: 00
GREEN ACRES
L.101

copyright: 2023 WDM Architects P.A.



**Specific Use Designation
Application (Non-Alcohol)**

Case Number: _____

Ord. Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Charles Harrington

Phone (832) 423-1415

Email
charrington@zoomidland.org

Address 18 Desta Dr

City Midland

State TX

Zip 79705

Property Owner

Printed Name: Green Acres Golf, LLC

Phone (832) 423-1415

Email
charrington@zoomidland.org

Address P.O. Box 52268

City Midland

State TX

Zip 79710

Representative (if different from Applicant or Property Owner)

Firm: _____
Printed Name: _____

Phone (

Email

Address

City

State

Zip

Type of Permit: SUD without term

For Office Use Only

☐ with Term

☐ without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☒ No

Street Address: 1507 Todd Dr

Legal Description

Lot: _____ Block: _____ Subdivision: _____

See attached fieldnotes

Current Zoning: AE

Maximum Floor Area: Total new buildings 4500
sq. ft.

Maximum Occupancy: 4-5 people

Proposed hours and days of use or operation: Operated 7 days a week between the hours of 8:00 a.m. to 8:00 p.m. except for emergencies.

Reason for request: To provide an off-site area from the actual zoo to receive animals in transport and necessary zoo equipment. Also, to provide an area for food preparation for the actual zoo.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: There should be no effect on the public health, safety and welfare. There will be limited animal occupancy and for short periods of time.

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)

PACKET

23.11

May 14, 2024

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

Date: 3/19/2024

Applicant (printed): Charles Harrington

Property Owner (signature):

Date: 3/19/2024

Property Owner (printed): Jeff Beard

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.

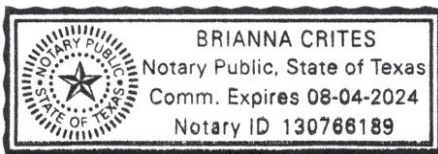
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Jeff Beard, who, being by me duly sworn, upon oath says: That (s)he is the owner of Green Acres Golf, LLC or authorized by the Board of Directors, 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 March, 2024, 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 # 1024

Received By:

Date:

MAR 20 2024

PACKET

23.12

May 14, 2024

****Application will not be considered for scheduling until reviewed by a planner.****

METES AND BOUNDS DESCRIPTION

BEING a 4.352 acre parcel of land situated in Section 42, Block 38, Township 1 South, E. C. Knepley Survey, Abstract No. 541, Midland County, Texas, and being a tract of land described in Warranty Deed to Green Acres Golf, LLC, as recorded in Instrument Number 2023-6743, Official Public Records of Midland County, Texas (O.P.R.M.C.T.), and being a portion of Tract 4, Parker Acres, an addition to the City of Midland, as recorded in Volume 87, Page 569, Plat Records of Midland County, Texas (P.R.M.C.T.), said 4.352 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod for the common northeast corner of said Green Acres Golf tract and the southeast corner of a tract of land described in General Warranty Deed with Vendor's Lien in Favor of Third Party to Sigifredo Arballo Jr., as recorded in Instrument Number 2020-9531, O.P.R.M.C.T., and being on the westerly line of a 30-foot roadway dedication unto the use of the public of Todd Road (N County Road 1160), as recorded in Volume 87, Page 571, Deed Records of Midland County, Texas (D.R.M.C.T.), said point being locatable by NAD83 Grid Coordinate N=10,703,891.49, E=1,768,507.04, and from which a found 1/2-inch iron rod with cap stamped "BRADSHAW ASSOC" for the northeast corner of said Sigifredo Arballo Jr. tract bears North 14 degrees 21 minutes 55 seconds West, a distance of 392.19 feet;

THENCE South 14 degrees 21 minutes 55 seconds East, along the westerly line of said 30-foot roadway dedication of Todd Road, a distance of 360.65 feet to a found 1/2-inch iron rod for the common southeast corner of said Green Acres Golf tract and the northeast corner of a 50-foot Right-of-Way to Texas Electric Service Company, as recorded in Volume 107, Page 574, D.R.M.C.T., and from which a found 1-inch iron rod for the southeast corner of said 50-foot Right-of-Way bears South 14 degrees 21 minutes 55 seconds East, a distance of 50.00 feet;

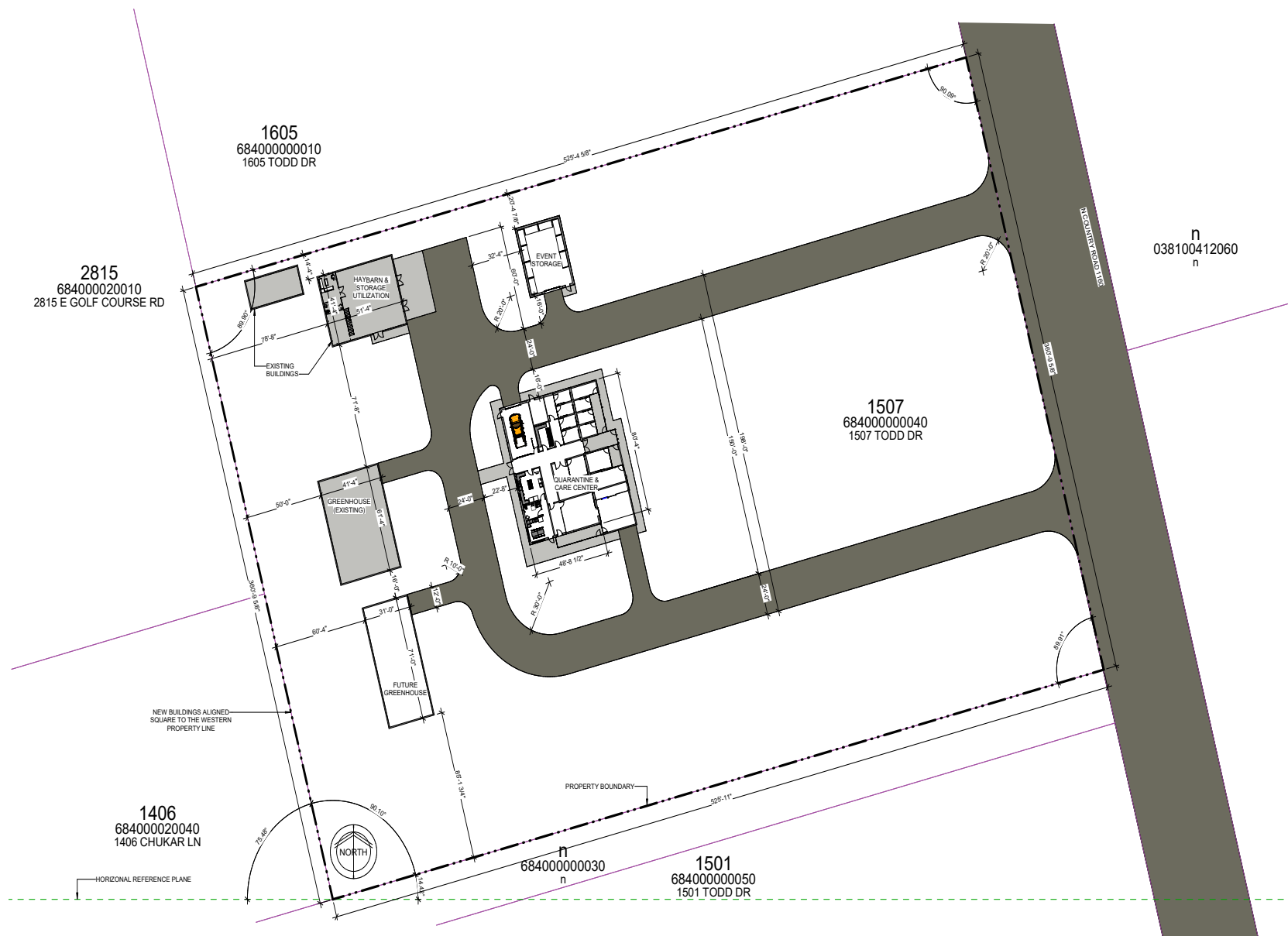
THENCE South 75 degrees 44 minutes 41 seconds West, departing the westerly line of said 30-foot roadway dedication of Todd Road, along the common southerly line of said Green Acres Golf tract and the northerly line of said 50-foot Right-of-Way, a distance of 525.68 feet to a found 3-inch iron pipe for the common southwest corner of said Green Acres Golf tract and the southeast corner of Lot 4, Block 2, Parker Acres Section 3, an addition to the City of Midland, as recorded in Cabinet E, Page 210, P.R.M.C.T.;

THENCE North 14 degrees 21 minutes 55 seconds West, departing the northerly line of said 50-foot Right-of-Way, along the common westerly line of said Green Acres Golf tract and the easterly lines of said Lot 4 and Lot 1, Block 2, of said Parker Acres Section 3, a distance of 360.65 feet to a set 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC." for the common northwest corner of said Green Acres Golf tract and the southwest corner of said Sigifredo Arballo Jr. tract;

THENCE North 75 degrees 44 minutes 41 seconds East, departing the easterly line of said Lot 1, along the common northerly line of said Green Acres Golf tract and the southerly line of said Sigifredo Arballo Jr. tract, a distance of 525.68 feet to the POINT OF BEGINNING and containing 4.352 acres (or 189,584 square feet) of land, more or less.

ZOO MIDLAND
PHASE 00: GREEN ACRES PACKAGE
1507 N Country Rd 1160, Midland, TX 79707PRINTS ISSUED
2024.02.09 - GA - 50% DD

REVS.		
NO.	DATE	DESC.

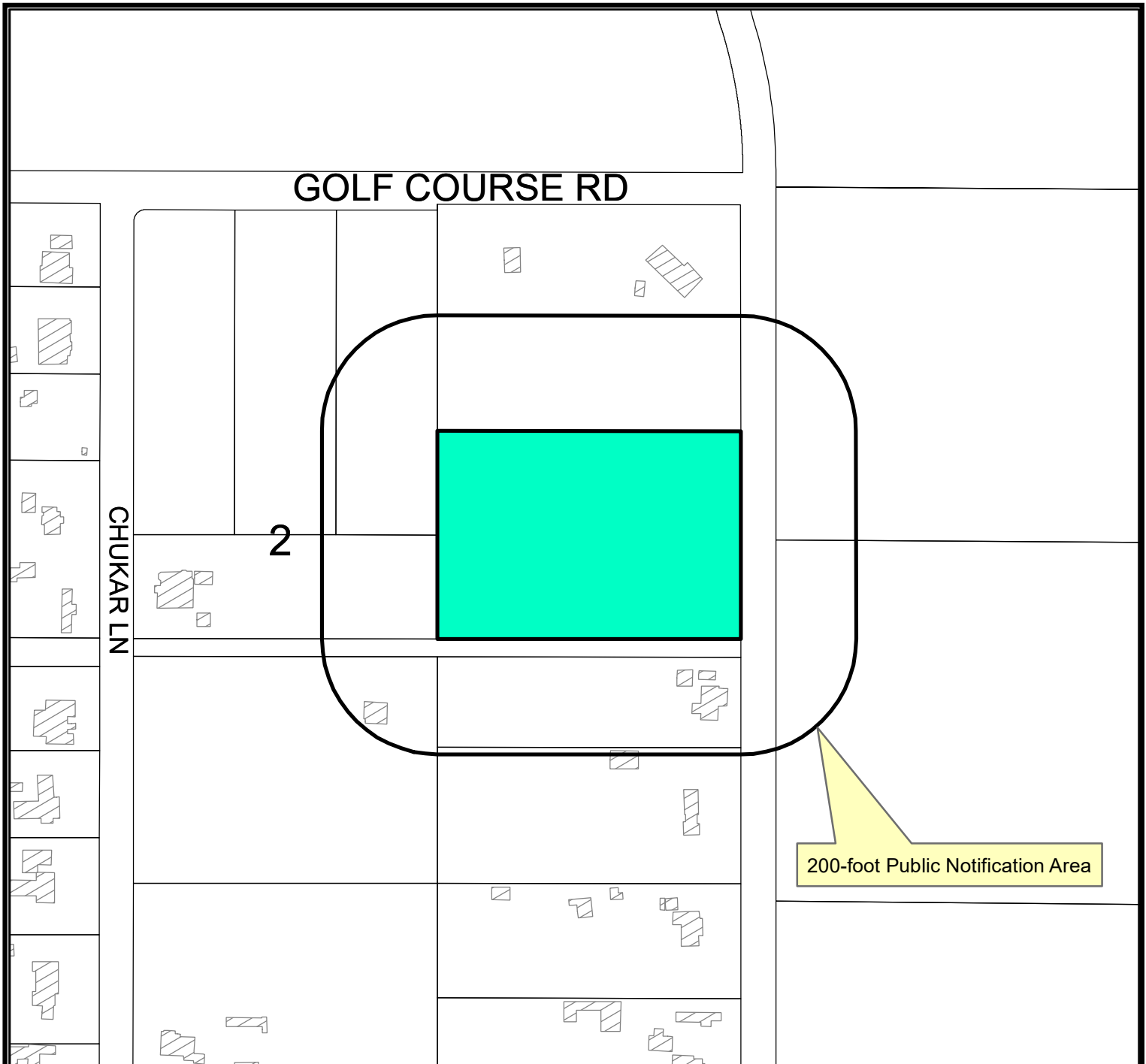
WDM No. 21029
drawn: JS
checked: Checker
GREEN ACRES PACKAGE
SITE PLANPHASE: 00
GREEN ACRES
L.101

PACKET

1 SITE
1" = 30'-0"

23.14

May 14, 2024



Location Map

SUDwo-24-0041

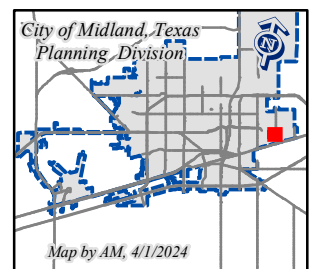
Scale: 1" = 250'

Consider a request by Zoo Midland, on behalf of Green Acres Golf Course, LLC, for a Specific Use Designation without Term for a Wildlife Rehabilitation Center on a 4.352-acre tract of land out of Tract 4, Parker Acres, City and County of Midland, Texas

Generally located on the west side of Todd Drive, approximately 420 feet south of East Gold Course Road.
(Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



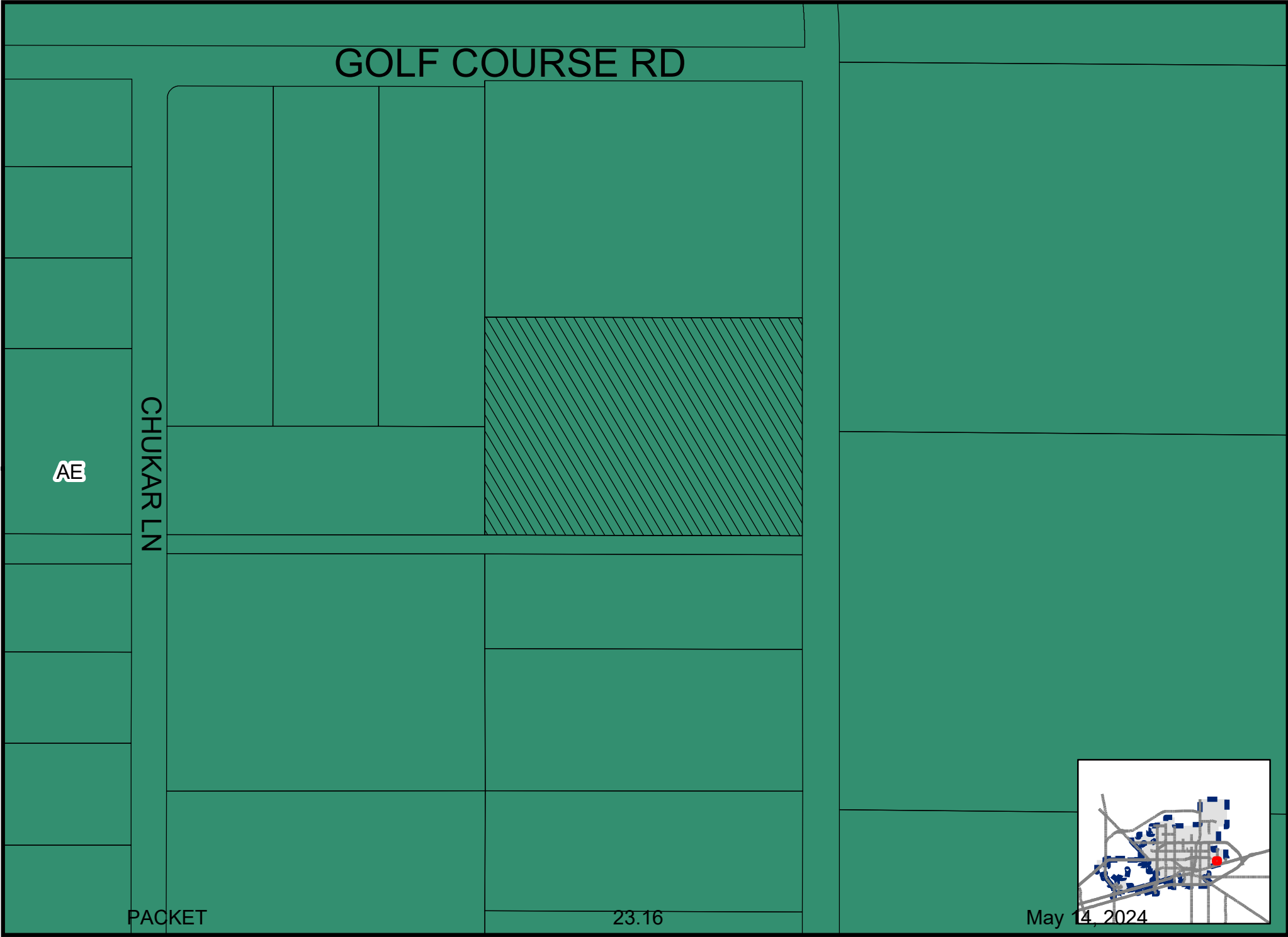
©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND NOR IS IT DESIGNED TO BE USED AS A 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.

May 14, 2024

23.15









City Council Meeting

Item Number: 24
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Daniel Humbert, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, 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 TYLER STREET, APPROXIMATELY 55 FEET SOUTH OF EAST CALIFORNIA 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Jesus Sanchez, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District to build a new single-family dwelling at 802 South Tyler Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

This request has no significant impact on the City's budget.

Discussion:**Current Zoning:**

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

All surrounding lots to the north, east, south and west are vacant lots zoned MF-22, Multiple-Family Dwelling District.

Analysis:

The subject property is zoned MF-22, Multiple-Family Dwelling District. Jesus Sanchez is seeking this zone change in order to construct a single-family dwelling. The lot is currently undeveloped and the surrounding neighborhood is developed with single family homes. This zone change would help the future residential development of this area have more uniform zoning. The lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning which is in the area.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; The Tall City Tomorrow Plan designated this area as U-M, Urban-Medium. This designation calls for any single-family zoning 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 comments or objections.

Oil and Gas: (Approved)

No Oil and Gas issues.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

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. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

Staff recommends approval of the zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 6, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan (Exhibit A)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, 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 TYLER STREET, APPROXIMATELY 55 FEET SOUTH OF EAST CALIFORNIA 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 2, Block 61, Park Avenue Heights Addition, Section 2, 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Jesus Sanchez

Phone (432) 269 - 2539

Email
J.Sanchez@TexanEliteContractors.com

Address
2013 Elkins Rd.

City
Midland

State
TX

Zip
79705

Property Owner

Printed Name: **Jesus Sanchez**

Phone (432) 269 - 2539

Email
432 269 - 2539

Address
802 S. Tyler Street

City
Midland

State
TX

Zip
79701

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: Jesus Sanchez

Phone (432) 269 - 2539

Email

Address

City

State

Zip

Street Address: 802 S. Tyler Street

Legal Description

Lot: 002 Block: 061 Subdivision: Park Avenue

Current Zoning:

Multifamily

Proposed Zone: Single Family

(List by tracts if more than one district is requested)

Reason for Zone Change Request: Build a single family home

Present Use of Property: vacant

Proposed Use of Property: home

How would this zone change affect the public health, safety and welfare? it wouldnt

Describe how conditions affecting the property have changed since present zoning designation: new homes being bnuilt all around

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): <u>J. Sanchez</u>	Date: <u>3/18/24</u>
Applicant (printed): <u>Jesus Sanchez</u>	
Property Owner (signature): <u>J. Sanchez</u>	Date: <u>3/19/24</u>
Property Owner (printed): <u>Jesus Sanchez</u>	
The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> 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.	

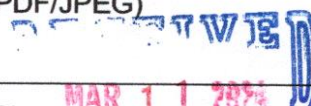
STATE OF TEXAS
COUNTY OF MIDLAND

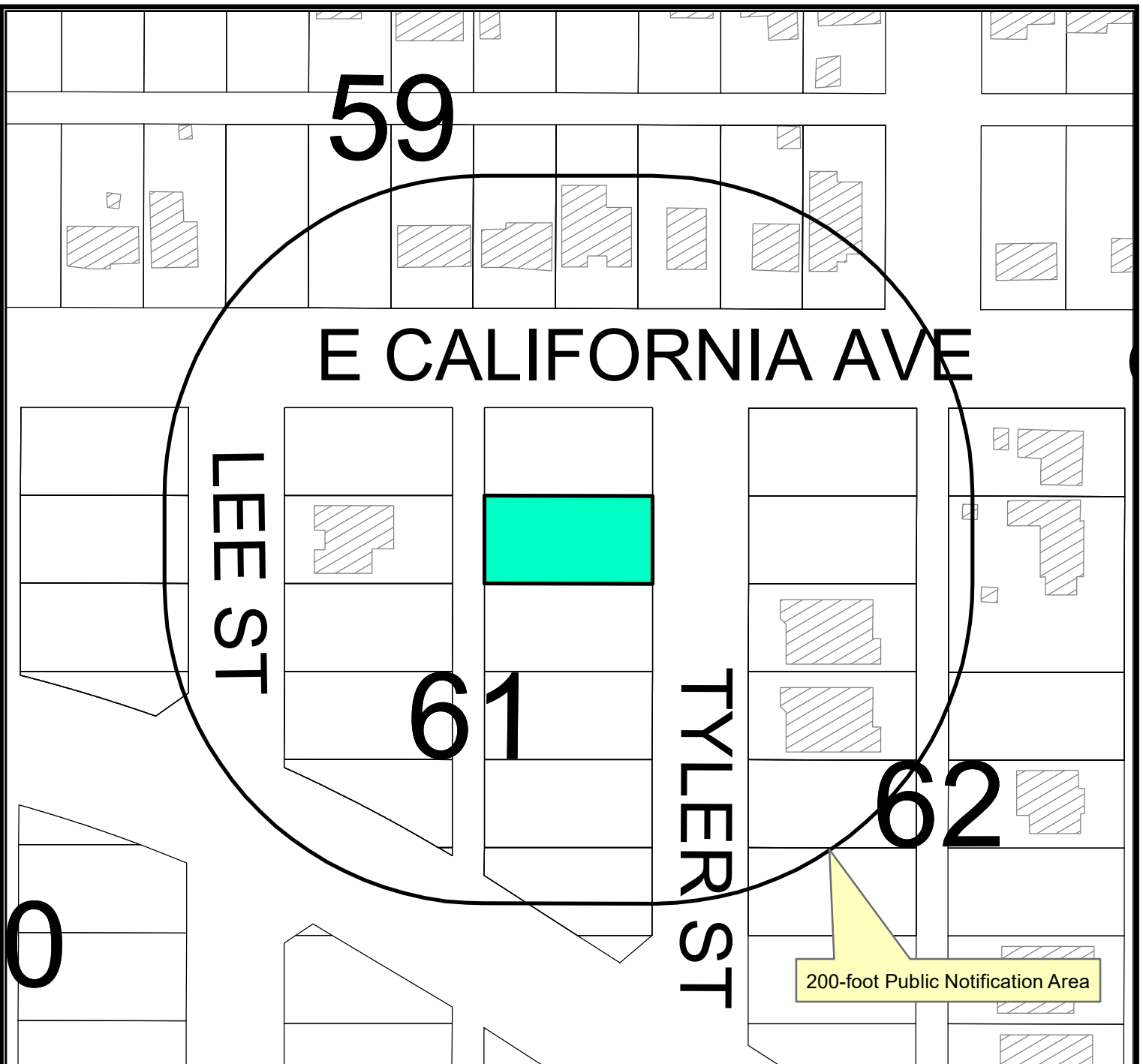
Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

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 ☒ Application Fee Check # <u>Paid online</u> Received By: <u>[Signature]</u>	☒ Dimensioned Site Plan ☒ Plans in Digital Format (PDF/JPEG) 



Location Map

Z-24-0366

Scale: 1" = 90.07'

Consider a request by Jesus Sanchez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 2, Block 61, Park Avenue Heights, Section 2, City and County of Midland, Texas.

Generally located west of South Tyler Street, approximately 55 feet south of E. California Avenue (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

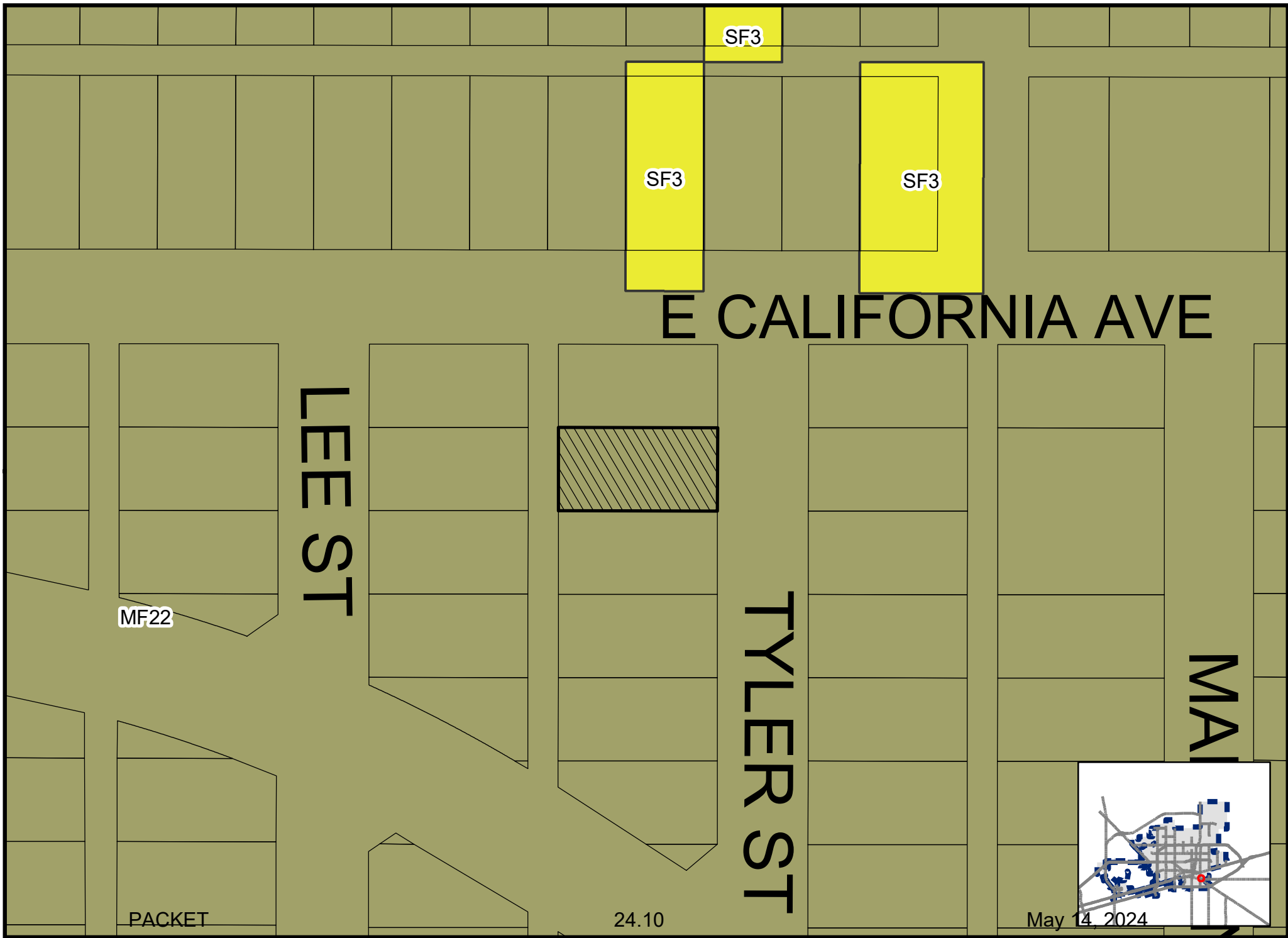


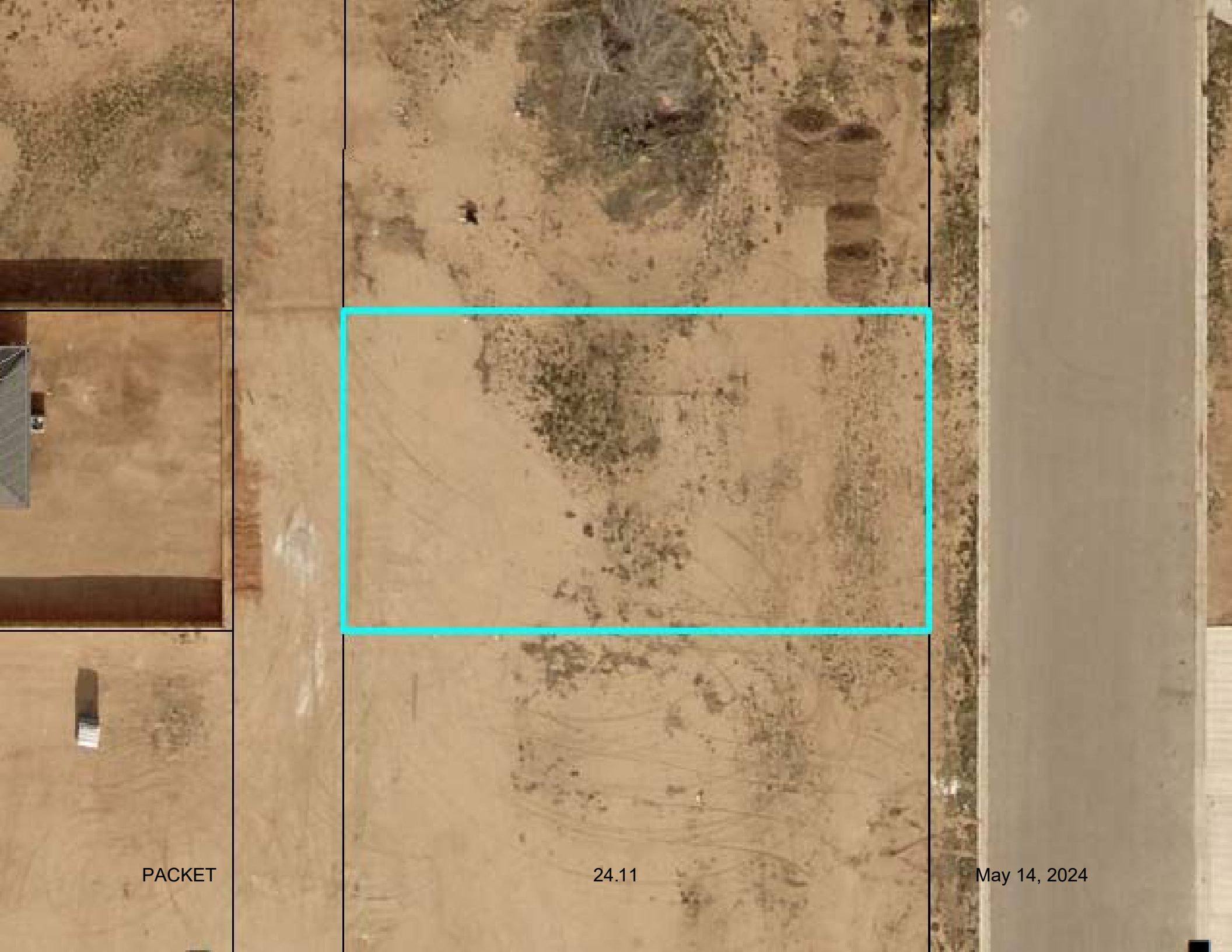
©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. NOR IS IT DESIGNED TO BE USED AS A 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.

May 14, 2024





PACKET

24.11

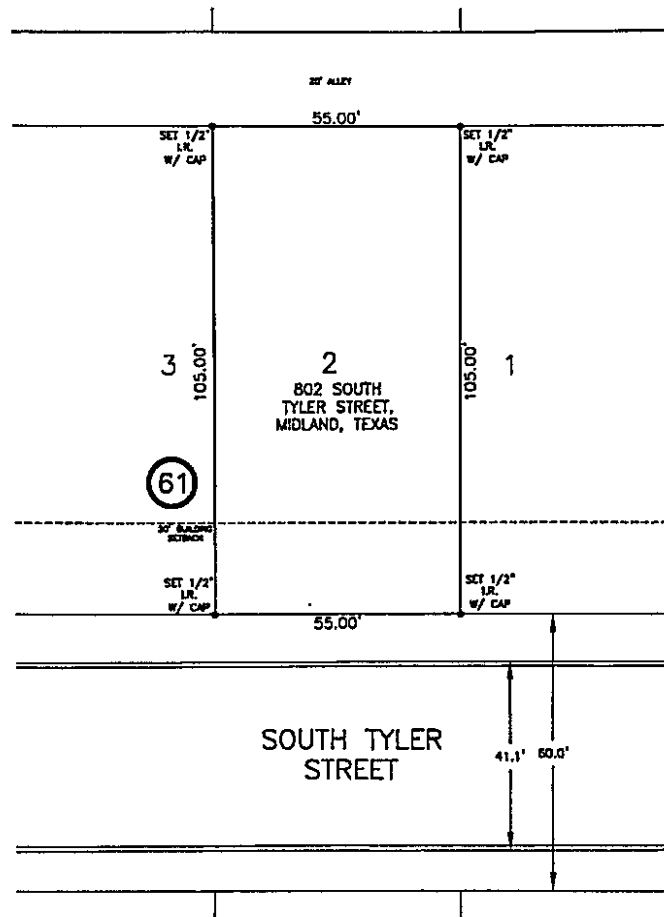
May 14, 2024



PACKET

24.12

May 14, 2024



SURVEY EXAMINED AND ACCEPTED
BY BORROWER/PURCHASER

DATE 10/14/22

PLAT OF

LOT TWO (2), BLOCK SIXTY ONE (61),
PARK AVENUE HEIGHTS (SECOND SECTION),
AN ADDITION TO THE CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

30 0 30 60 90 Feet

EASEMENTS OR RIGHT-OF-WAYS
VOL. 1910, P. 178

SURVEY PLAT FOR: JESUS SANCHEZ

TO LEND HOLDER ISSUING THE INSURANCE UNDERWRITER AND LONE STAR
ABSTRACT, MIDLAND, TEXAS

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION AND C.F.
NO. 310299 AS NOTED.

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER
TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY
WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY
DESCRIBED HEREON AND IS CORRECT, AND THAT THERE
ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES
IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS,
OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR
RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS
SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED
ROADWAY AS SHOWN.



Garrett M. Bradshaw
REGISTERED PROFESSIONAL LAND SURVEYOR

FILED IN CABINET 8, PAGE 114, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "A" AS SHOWN BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL
48329C0206 F, DATED SEPTEMBER 18, 2005.

Stored: 22092593

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM # 10122800/10122801
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
(432) 682-4400 FAX (432) 682-7897

By	Drawn	Chkd	Surveyed
WET	GMB	GB	
Date	10-04-2022	10-04-2022	May 14, 2024

PACKET

24.13



City Council Meeting

Item Number: 25
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Daniel Humbert, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST CALIFORNIA AVENUE AND SOUTH TYLER 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Jesus Sanchez, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District to build a new single-family dwelling at 802 South Tyler Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

This request has no significant impact on the City's budget.

Discussion:**Current Zoning:**

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

All surrounding lots to the north, east, south and west are vacant lots zoned MF-22, Multiple-Family Dwelling District.

Analysis:

The subject property is zoned MF-22, Multiple-Family Dwelling District. Jesus Sanchez is seeking this zone change in order to construct a single-family dwelling. The lot is currently undeveloped and the surrounding neighborhood is developed with single family homes. This zone change would help the future residential development of this area have more uniform zoning. The lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning which is in the area.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; The Tall City Tomorrow Plan designated this area as U-M, Urban-Medium. This designation calls for any single-family zoning 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 comments or objections.

Oil and Gas: (Approved)

No Oil and Gas issues.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

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. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

Staff recommends approval of the zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 6, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan (Exhibit A)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST CALIFORNIA AVENUE AND SOUTH TYLER 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 Lot 1, Block 61, Park Avenue Heights Addition, Section 2, 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Jesus Sanchez

Phone (432) 269 2539

Email

J.Sanchez@TexanEliteContractors.com

Address
2013 Elkins Rd.

City
Midland

State
TX

Zip
79705

Property Owner

Printed Name: Jesus Sanchez

Phone (432) 269 2539

Email

432 269 2539

Address
800 S. Tyler Street

City
Midland

State
TX

Zip
79701

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: Jesus Sanchez

Phone (432) 269 2539

Email

Address

City

State

Zip

Street Address: 800 S. Tyler Street

Legal Description

Lot: 001 Block: 061 Subdivision: Park Ave

Current Zoning:

Multifamily

Proposed Zone: Single Family

(List by tracts if more than one district is requested)

Reason for Zone Change Request: Build a single family home

Present Use of Property: Vacant

Proposed Use of Property: Home

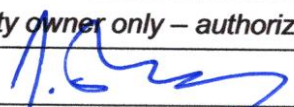
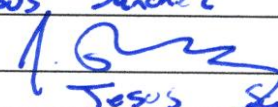
How would this zone change affect the public health, safety and welfare? it wouldnt

Describe how conditions affecting the property have changed since present zoning designation: new homes being built all around

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: 3/18/24
Applicant (printed): Jesus Sanchez	
Property Owner (signature): 	Date: 3/18/24
Property Owner (printed): Jesus Sanchez	

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

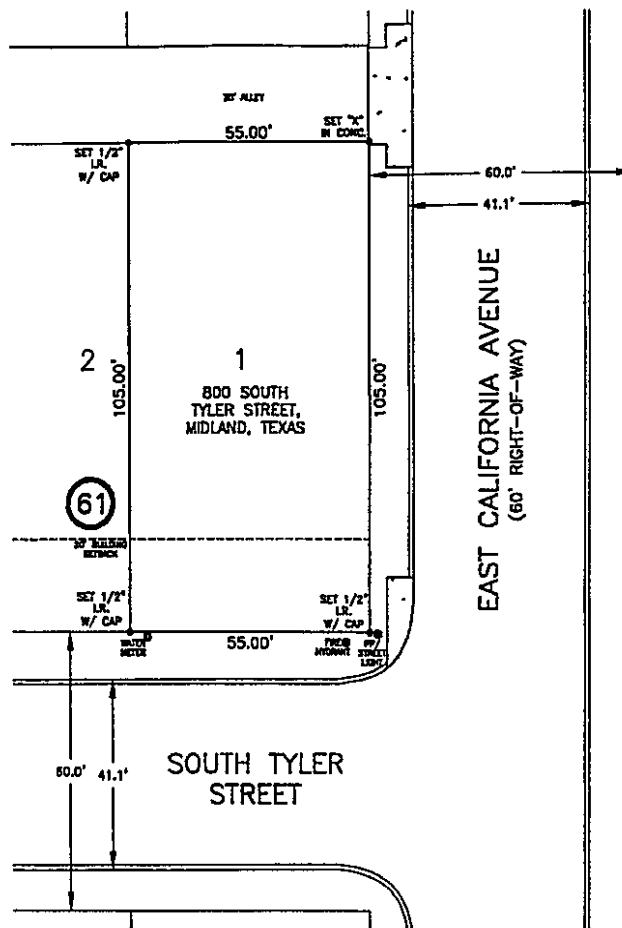
Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

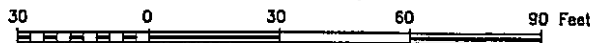
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☒ Property Owner Authorization ☒ Application Fee Check # <u>Paid Online</u>	☒ Dimensioned Site Plan ☒ Plans in Digital Format (PDF/JPEG)
Received By: 	Date: MAR 11 2024



SURVEY EXAMINED AND ACCEPTED
BY BORROWER/PURCHASER
DATE 10/14/22

PLAT
OF
LOT ONE (1), BLOCK SIXTY ONE (61),
PARK AVENUE HEIGHTS (SECOND SECTION),
AN ADDITION TO THE CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS



EASEMENTS OR RIGHT-OF-WAYS
VOL. 1810, P. 178

SURVEY PLAT FOR: JESUS SANCHEZ

TO LICH HOLDEN ISSUING THE INSURANCE UNDERWRITER AND LONE STAR
ABSTRACT, MIDLAND, TEXAS

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION AND CLT.
NO. 310258 AS NOTED.

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER
TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY
WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY
DESCRIBED HEREON AND IS CORRECT, AND THAT THERE
ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES
IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS,
OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR
RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS
SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED
ROADWAY AS SHOWN.

Garrett M. Bradshaw
REGISTERED PROFESSIONAL LAND SURVEYOR



FILED IN CABINET B, PAGE 114, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL
48329002108 F, DATED SEPTEMBER 18, 2005.

Stored: 22092592

BRADSHAW AND ASSOCIATES, INC.

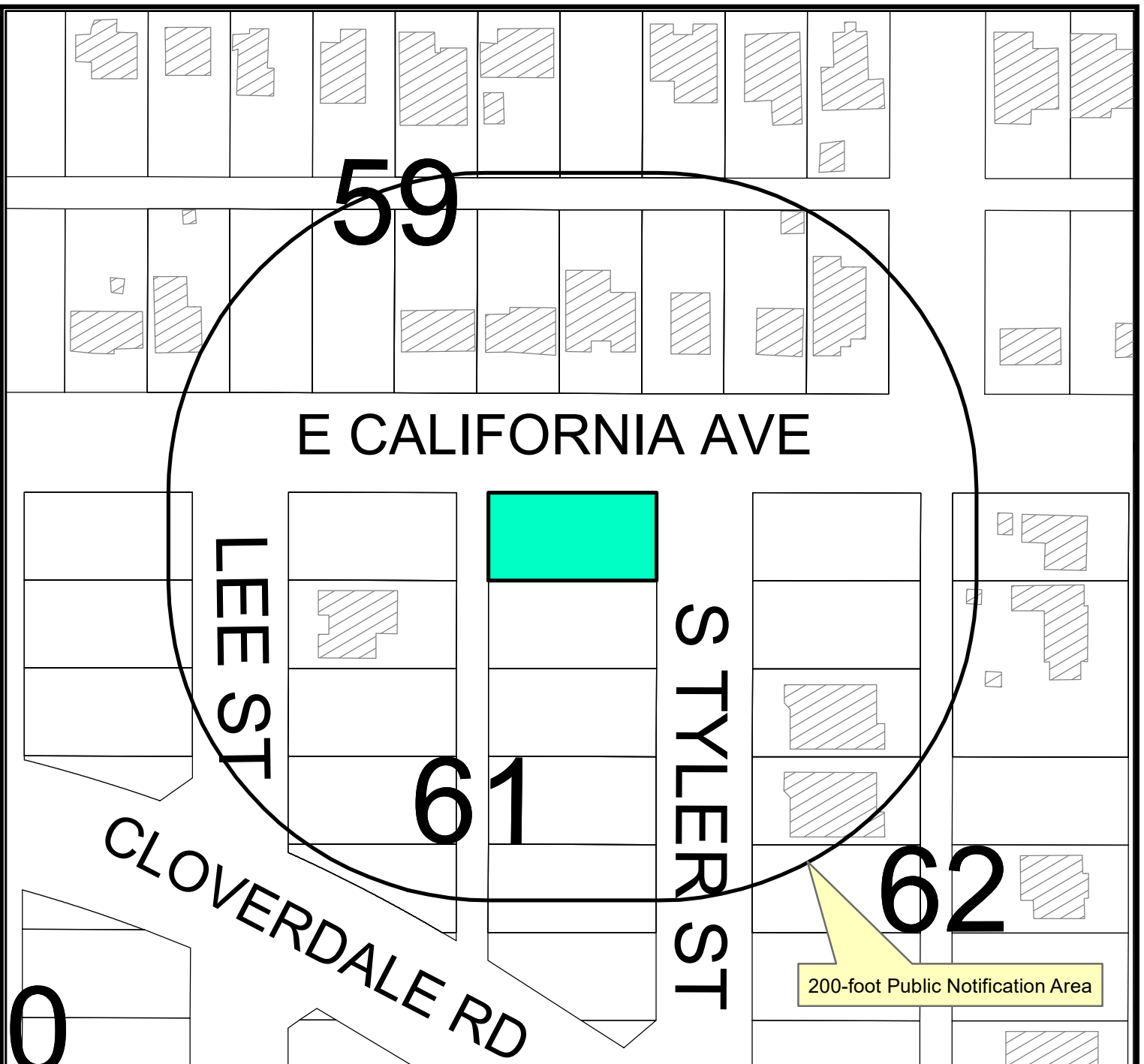
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS

FIRM # 10122900/10122901
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
(432) 682-4460 FAX (432) 682-7997

By	Drawn	Chkd	Surveyed
WET	GMB	GB	
Date	10-04-2022	10-04-2022	May 14, 2024

PACKET

25.9



Location Map

Z-24-0365

Scale: 1" = 90.07'

Consider a request by Jesus Sanchez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 1, Block 61, Park Avenue Heights, Section 2, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of East California Avenue and S. Tyler Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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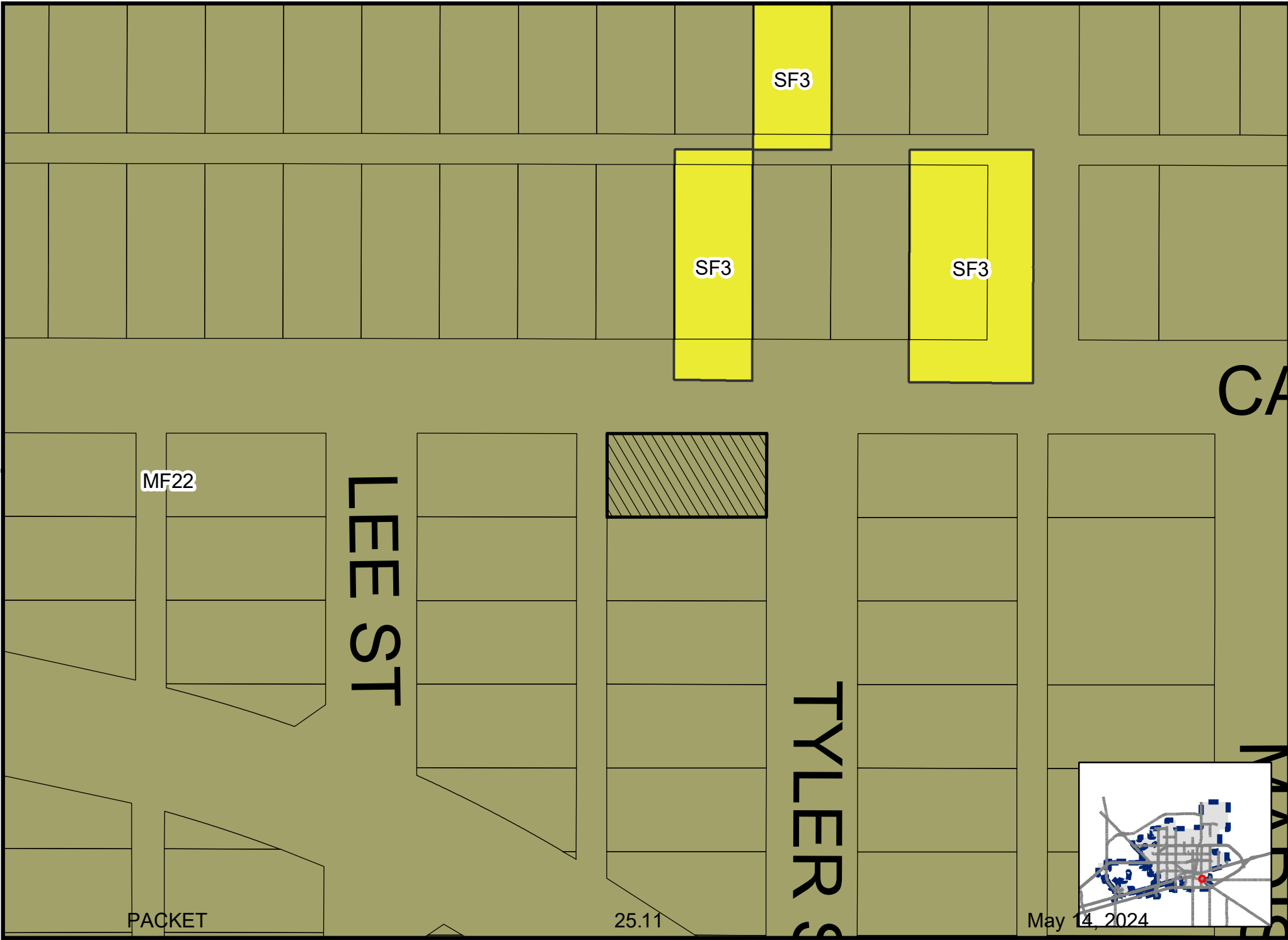
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND DOES NOT WARRANT OR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 14, 2024

PACKET

25.10





PACKET

25.12

May 14, 2024



TEXAN ELITE
CONTRACTORS
432.269.2539/432.260.9690

TEXAN ELITE
CONTRACTORS
432.269.2539/432.260.9690

PACKET

25.13

May 14, 2024



City Council Meeting

Item Number: 26
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Daniel Humbert, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 7 AND 8, BLOCK 15, 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 AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH TILDEN STREET AND EAST WASHINGTON 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 (DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE

Purpose:

The applicant, Jose Mendez, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District to build a new single-family dwelling at both 409 and 411 South Tilden Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's budget.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:**Current Zoning:**

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

All adjacent lots to the north, east, south and west are zoned MF-22, Multiple-Family Dwelling District. The lots to the north, south and west are developed with single family dwellings. The lot to the east is the location of a church.

Analysis:

The subject property is zoned MF-22, Multiple-Family Dwelling District. Jose Mendez is seeking this zone change in order to construct a single-family home, which is not allowed in the MF-22 district. This vacant lot is located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. This lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning which is in the area.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; The Tall City Tomorrow Plan designated this area as U-M, Urban-Medium. This designation calls for any single-family zoning 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.

Oil and Gas: (Approved)

No Oil and Gas issues.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] 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. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of the new code edition adoption in the City of Midland and date of permit application.

Transportation: (Approved)

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. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

Planning:

Staff recommends approval of the zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 6, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan (Exhibit A)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 7 AND 8, BLOCK 15, 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 AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH TILDEN STREET AND EAST WASHINGTON 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 Lots 7 and 8, Block 15, 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., 2024; 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., 2024, at a regular

meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: _____		Phone () Email _____	
Address _____	City _____	State _____	Zip _____

Property Owner Printed Name: <u>José Alfredo Zarate Mendez</u>		Phone <u>(432) 2606127</u> Email _____	
Address <u>500 S Webster</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79701</u>

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: <u>José Alfredo Zarate Mendez</u>		Phone () Email _____	
Address <u>500 S Webster</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79701</u>

Street Address: <u>409-411 S Tilden St.</u>		703 Webster 705 Webster	
Legal Description <u>015/041</u>	<u>703 Webster</u> <u>705 Webster</u>		
Lot: <u>008</u> Block: <u>015</u>	Subdivision: <u>Greenwood</u>		

Current Zoning: <u>MultiFamily</u>	Proposed Zone: <u>single Family SF-3</u> (List by tracts if more than one district is requested)
---------------------------------------	---

Reason for Zone Change Request: building a family home for my son

Present Use of Property: Vacante lots

Proposed Use of Property: Family home

How would this zone change affect the public health, safety and welfare? I don't think affects anything

Describe how conditions affecting the property have changed since present zoning designation: I don't think it will affect an area that was named multiFamily where most of the houses are made for 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)
--

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): <u>Jose Alfredo Zarate Mendez</u>	Date:
Property Owner (printed):	

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 _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ 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.

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 # <u>2149</u>	
Received By: <u>DB</u>	Date: <u>RECEIVED</u> <u>MAR 19 2024</u>

****Application will not be considered for scheduling until reviewed by a planner.****

PACKET
Special Exception Application

26.8
2

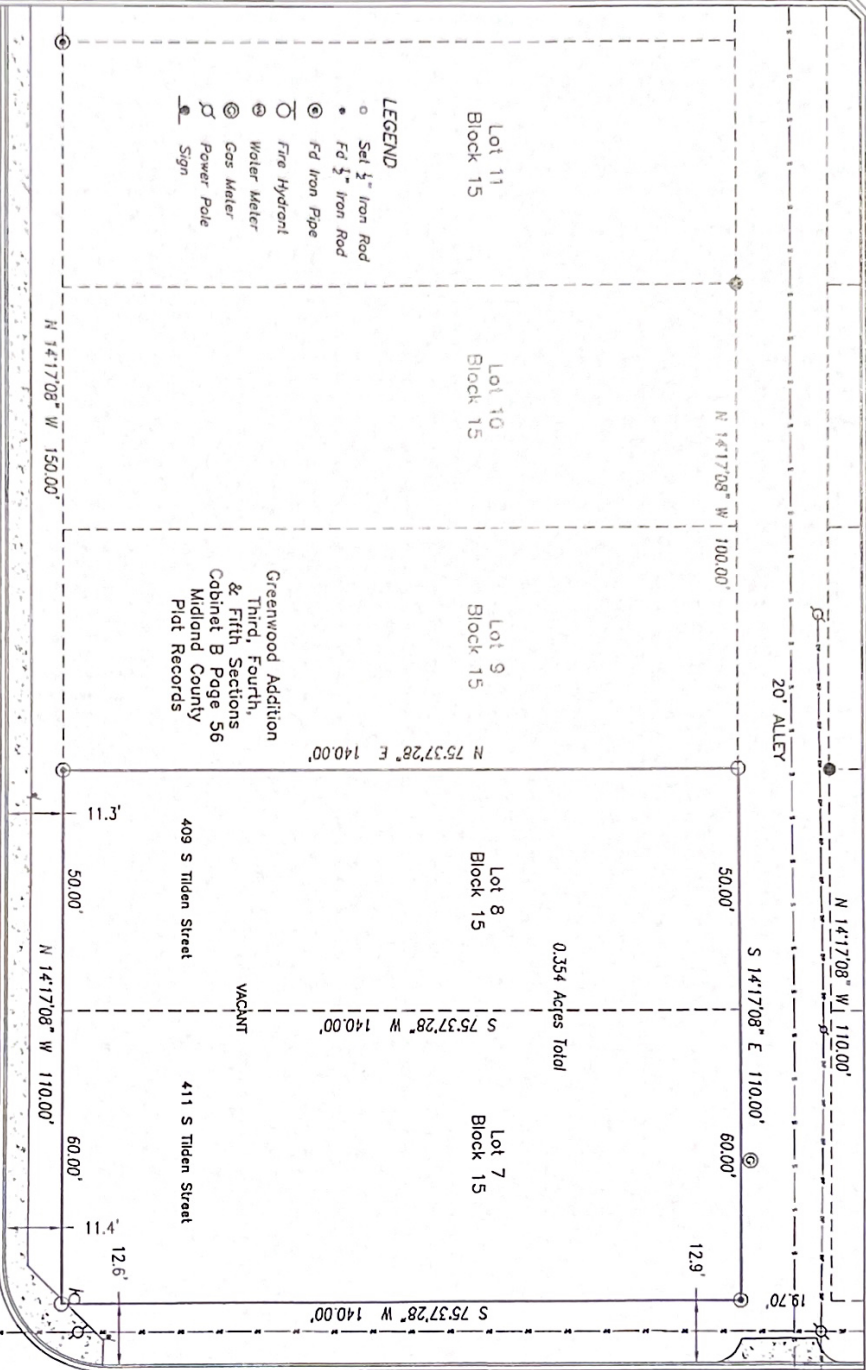
May 14, 2024
Revised 12/6/16



**TITLE SURVEY OF LOTS 7 & 8, BLOCK 15,
GREENWOOD ADDITION, THIRD, FOURTH, & FIFTH
SECTIONS, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.**

37' Boc-Boc
Paved Roadway

S TILDEN STREET
60' Right-of-Way



E WASHINGTON AVENUE
60' Right-of-Way

37' Boc-Boc
Paved Roadway

SURVEY BASED ON
TITLE COMMITMENT OF
MIDLAND COUNTY
PROVIDED BY PERMAN
ABSTRACT COMPANY
ISSUED OCTOBER 18,
2023 WITH AN
EFFECTIVE DATE OF
OCTOBER 05, 2023.
SCHEDULE B (Survey
related items):
10 All matters per plot
of record in Cdb B Pg
56 MCRP - AFFECTS
56 MCRP - AFFECTS

FLOOD NO. 24
This Property is in
Zone X of FLOODS
NOT LIE within a
Special Flood
Hazard Area
graphically located
on the Flood Map No.
4432AC0204E
Dated September
15, 2005, as approved
for Midland County,
Texas.

Legal Description:
Lots 7 and 8, Block 15, Greenwood Addition,
Third, Fourth, & Fifth Sections, an addition to
the City of Midland, recorded in Cabinet B,
Page 56, Plat Records, Midland County, Texas.

I, Aaron S. Burrell, do hereby certify:
This plat represents a legal survey made on
the ground on October 30, 2023, by me, of
the property legally described herein. All
information shown is true and correct to the
best of my knowledge and belief.

08 November 2023

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689



Bearings shown on this survey are relative to
the Texas Coordinate System, NAD 1983,
Central Zone (CONES).

Professional Land Surveying & Mapping

Aaron Burrell Land Surveyors, LLC

TBPLS Firm No. 10194217

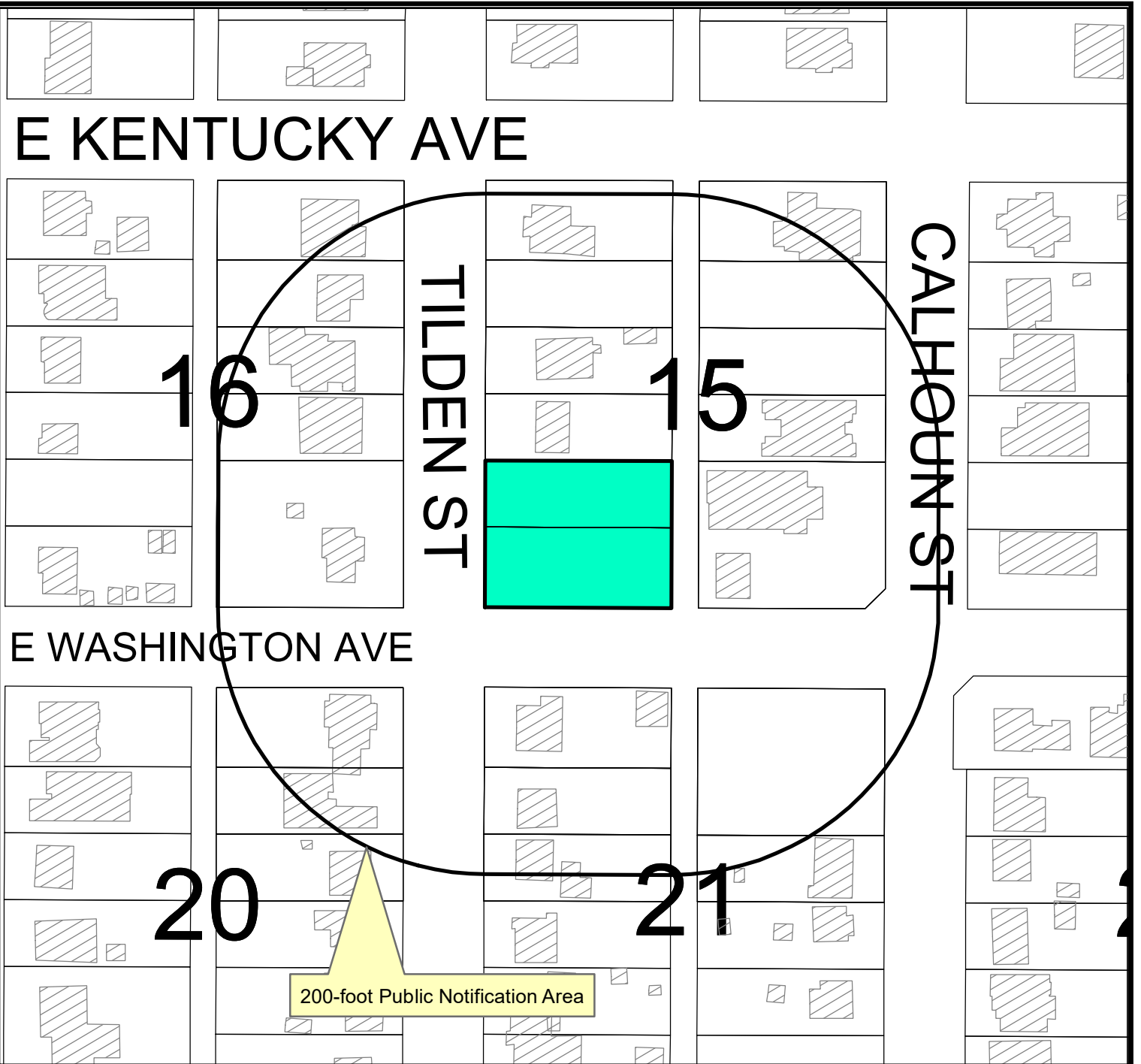
415 W. Wall St., Suite 204

Midland, Texas 79701 Midland, Texas 79708

432-848-4439

www.aabsurveyors.com

Page 1 of 1
2023 740



Location Map

Z-24-0368

Scale: 1" = 108'

Consider a request by Jose Mendez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lots 7 and 8, Block 15, Greenwood Addition, Section 3, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of South Tilden Street and E. Washington Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

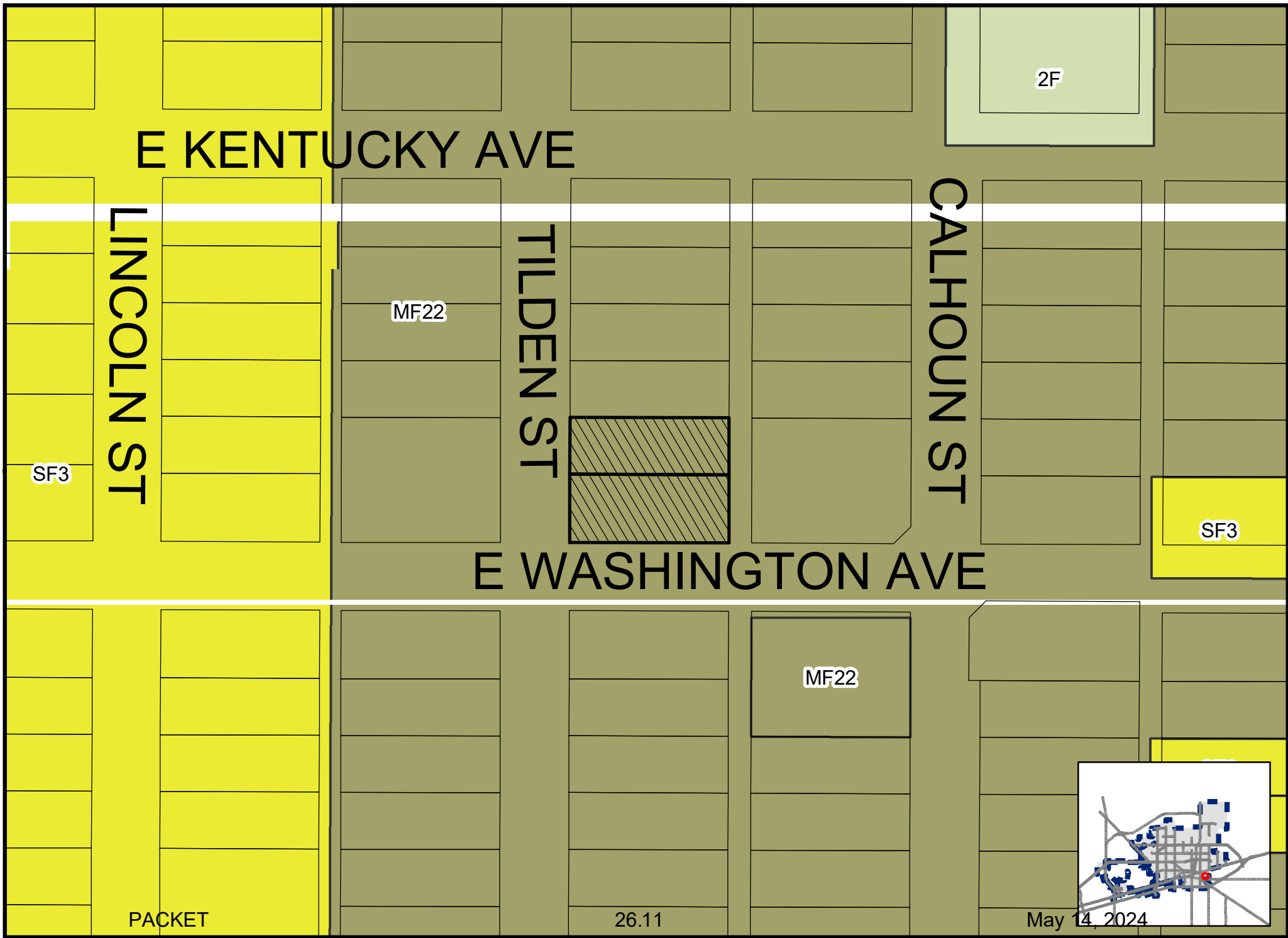
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND IS NOT RESPONSIBLE FOR ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 14, 2024

26.10

PACKET





SIDEN ST

15

PACKET

26.12

May 14, 2024



PACKET

26.13

May 14, 2024



City Council Meeting

Item Number: 27
Meeting Date: May 14, 2024
To: City Council / City Manager
From: Landon Ochoa, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.25-ACRE PORTION OF SINCLAIR AVENUE RIGHT-OF-WAY AND A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO THE NORTH 380 FEET OF THE EAST HALF OF THE SOUTH HALF OF TRACT 2, SUNSET ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$7,623.00; WAIVING THE FEE FOR SAID VACATION AND ABANDONMENT; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; REPEALING ORDINANCE NO. 10489; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Community and Senior Services of Midland, is requesting to vacate a 0.25-acre portion of the Sinclair Avenue right-of-way, and a 0.08-acre portion of alley right-of-way, both located adjacent to the property at 3301 Sinclair Avenue for the development of a senior services center. Additionally, the applicant is requesting that the vacation fee be waived and that Ordinance 10489 be repealed.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2023 appraised value of the right-of-way is a total value of \$7,623.00.

Strategic Priority:

Quality of Life and Place

Discussion:

The Midland Central Appraisal District's appraisal of this land at a total of \$7,623.00 using the formula of 10,890 sq ft X .70. A request to vacate the right-of-way shown in Exhibit A and described in the legal description of this item was approved in its second reading on February 13, 2024. However, the applicant is requesting that the Council waive the payment of the right-of-way to be vacated and repeal the previous ordinance that required them to pay this fee. If this request is approved, the land will be vacated with the fee waived and with the condition that a replat be approved.

The replat for this property, Sunset Acres, Section 10, was approved by the Planning & Zoning Commission on May 6, 2024.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. [For Applicant's Information Only.]

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comment.

AT&T: (Approved)

AT&T is okay with the vacation as long as a utility easement is retained and the relocation of utilities is at the cost of the developer.

Atmos: (Approved)

Atmos Energy has no objection to the above referenced changes to the street and alley right of way located west of Midkiff Road. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.

Astound: (Approved)

The only services Astound has is along Midkiff Rd going North and South from looking at their maps. They do not have utilities in the proposed area.

Oncor: (Approved)

Oncor has underground facilities with an easement on the property that serves the WTX Food Bank and another. Oncor will work with the developer to relocate these facilities as needed. Note that new easements may be needed as well as appropriate relocations costs, these topics will be discussed with the site developer.

Altice USA: (Approved)

Altice USA has identified utilities in the area. They have an aerial & coax plant on the poles on the west side off of N Midkiff Road. The developer will need to pay to relocate those utilities.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved of the request. Since some of the franchise utility companies have utilities in the proposed area, a utility easement will need to be retained until all utilities have been relocated. Additionally, in order for the replat to be approved, an access easement will need to be provided to give the property to the north access.

Therefore, staff recommends approval of this vacation subject to condition A.

Conditions:

- A. 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 May 3, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)

Application

Maps

Photo

Ordinance 10489

Responses from Franchise Utility Companies

Frederick D. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.25-ACRE PORTION OF SINCLAIR AVENUE RIGHT-OF-WAY AND A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO THE NORTH 380 FEET OF THE EAST HALF OF THE SOUTH HALF OF TRACT 2, SUNSET ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$7,623.00; WAIVING THE FEE FOR SAID VACATION AND ABANDONMENT; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; REPEALING ORDINANCE NO. 10489; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.25-acre portion of Sinclair Avenue right-of-way and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, 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(b)(2) of the Texas Local Government Code provides that a political subdivision may convey, sell, or exchange its interest in land without observing notice and bid requirements for less than fair market value if the conveyance is to one or more abutting property owners and the land consists of streets and alleys owned in fee or used by easement; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the Assistant City Manager has appraised the value of the City’s property interest in the Property at \$7,623.00, 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 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 hereby waives the fee of \$7,623.00 for said vacation and abandonment.

SECTION FOUR. That the City herein retains an accessible 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 FIVE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

SECTION SIX. That Ordinance No. 10489 is hereby repealed. This ordinance shall supersede Ordinance No. 10489 in all respects.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

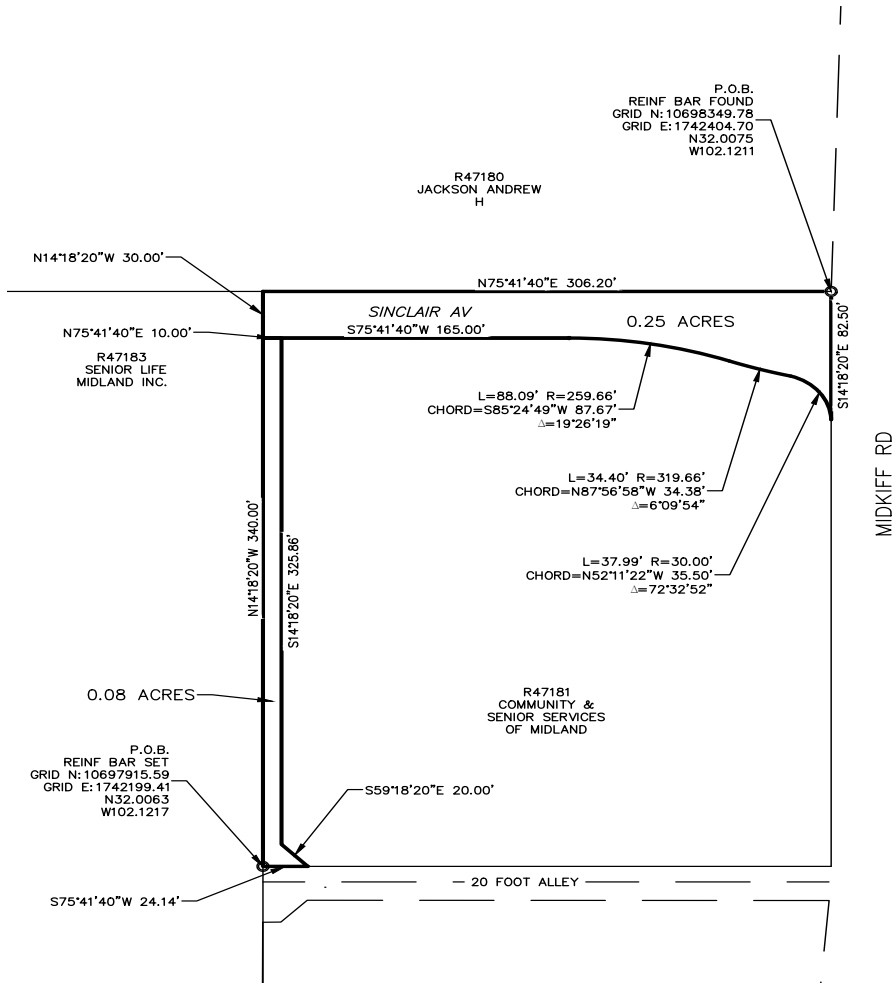
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



FIELD NOTE DESCRIPTION OF A 0.08 ACRE TRACT OF LAND, OFF THE WEST SIDE OF THE NORTH 380 FEET OF THE E/2 OF THE S/2 OF TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.08 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR SET (N:10697915.59, E:1742199.41) FOR THE SOUTHWEST CORNER OF THIS TRACT;
 THENCE NORTH 14°18'20" WEST 340.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;
 THENCE NORTH 75°41'40" EAST 10.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;
 THENCE SOUTH 14°18'20" EAST 325.86 FEET TO A POINT FOR CORNER OF THIS TRACT;
 HENCE SOUTH 59°18'20" EAST 20.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°41'40" WEST 24.14 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

FIELD NOTE DESCRIPTION OF A 0.25 ACRE TRACT OF LAND, ALSO KNOWN AS SINCLAIR AVENUE, OUT OF THE NORTH 380 FEET OF THE E/2 OF THE S/2 OF TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND OUT OF THE SOUTHEAST PART OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.25 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10698349.78, E:1742404.70) IN THE WEST RIGHT OF WAY LINE OF MIDKIFF ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, ALSO BEING THE SOUTHEAST CORNER OF SUNSET ACRES, BLOCK 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS;
 THENCE SOUTH 14°18'20" EAST 82.50 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT AND THE BEGINNING OF A CURVE TO THE LEFT;
 THENCE 37.99 FEET ALONG A CURVE WITH A RADIUS OF 30.00 FEET AND A DELTA ANGLE OF 72°32'52", AND A CHORD BEARING OF NORTH 52°11'22" WEST 35.50 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT AND CONTINUING WITH THE CURVE RIGHT;
 THENCE 34.40 FEET ALONG A CURVE WITH A RADIUS OF 319.66 FEET AND A DELTA ANGLE OF 06°09'54", AND A CHORD BEARING OF SOUTH 87°56'58" WEST 87.67 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT AND CONTINUING WITH THE CURVE RIGHT;
 THENCE 88.09 FEET ALONG A CURVE WITH A RADIUS OF 259.66 FEET AND A DELTA ANGLE OF 19°26'19", AND A CHORD BEARING OF SOUTH 85°24'49" WEST 87.67 FEET TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;
 THENCE SOUTH 75°41'40" WEST 165.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT;
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 THENCE NORTH 75°41'40" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SINCLAIR AVENUE, 306.20 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

Surveyor Certification

TO THE LIENHOLDERS, COMMUNITY AND SENIOR SERVICES OF MIDLAND

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 14TH DAY OF DECEMBER, 2023

RJ DAUM
 TEXAS RPLS 4826

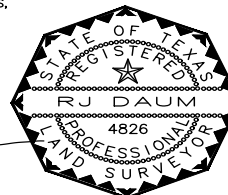


EXHIBIT A

A 0.08 TRACT OF LAND
 &
 A 0.25 TRACT OF LAND

OUT OF SUNSET ACRES,
 AN ADDITION TO THE CITY OF
 MIDLAND, MIDLAND COUNTY, TEXAS
 AS PER THE MAP OR PLAT
 RECORDED IN COUNTY CLERKS OFFICE
 MIDLAND COUNTY, TEXAS

May 14, 2024

SCALE: 1" = 80' REV 1-12-24

PROJECT: 79394
 JOB NO: 79,394

LEGEND:

MONUMENT AS DESCRIBED
 PROPERTY LINE
 ADJOINING PROPERTIES

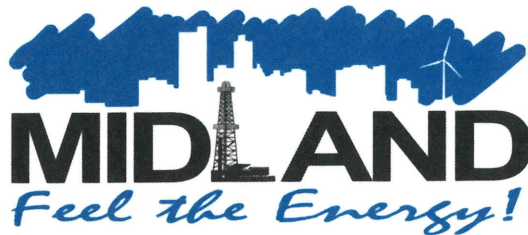


SCHUMANN
 SUPACORP, INC.
 A LATERAL LAND COMPANY

800 N. MARLENFELD STREET
 SUITE 100
 MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500

Office (432) 684-5548



Office of the City Manager

January 12, 2024

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.25-acre portion of Sinclair Avenue right-of-way and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, City and County of Midland, Texas

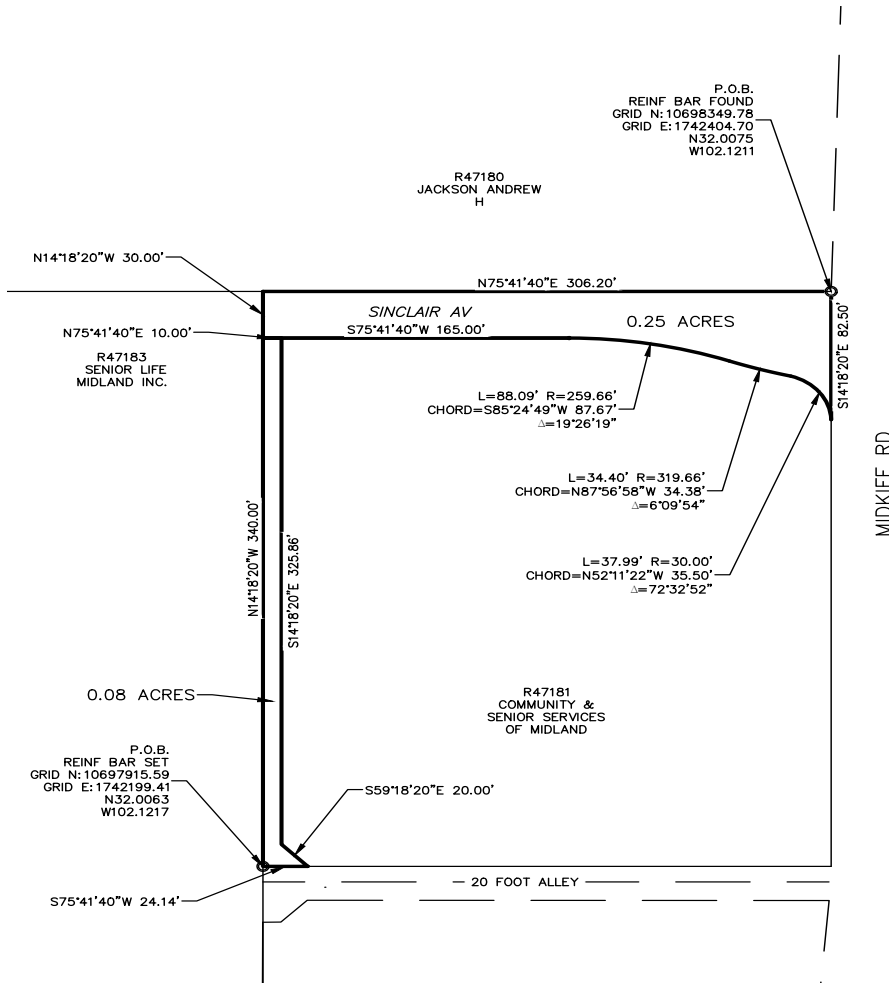
Dear Members of the City Council:

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 \$7,623.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jose Ortiz".

Jose Ortiz
Assistant City Manager



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LEGEND:
 MONUMENT AS DESCRIBED
 PROPERTY LINE
 ADJOINING PROPERTIES



SCHUMANN
 SUPACORP, INC.
 A LATERAL LAND COMPANY

800 N. MARLENFELD STREET
 SUITE 100
 MIDLAND, TEXAS 79701

TEXAS FIRM NO. 10149500

Office (432) 684-5548

Surveyor Certification

TO THE LIENHOLDERS, COMMUNITY AND SENIOR SERVICES OF MIDLAND

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 14TH DAY OF DECEMBER, 2023

[Signature]
 2710

RJ DAUM
 TEXAS RPLS 4826

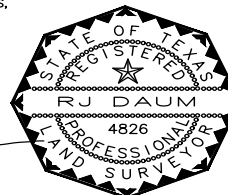


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 &
 A 0.25 TRACT OF LAND

OUT OF SUNSET ACRES,
 AN ADDITION TO THE CITY OF
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 AS PER THE MAP OR PLAT
 RECORDED IN COUNTY CLERKS OFFICE
 MIDLAND COUNTY, TEXAS

May 14, 2024

SCALE: 1" = 80' REV 1-12-24

PROJECT: 79394
 JOB NO: 79,394



**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: **COMMUNITY AND SENIOR SERVICES OF MIDLAND**

Phone (432) 254 0327

Email *klhogan@seniorlifemidland.org*

Address
3301 SINCLAIR AVENUE

City
MIDLAND

State
TX

Zip
79705

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☒ Public Utility Easement
- ☐ Land
- ☒ Street

Description of Address: 10 FOOT ALLEY AND SINCLAIR AVENUE

Reason for Request: TO JOIN 2 PROPERTIES INTO ONE CONTINUOUS PROPERTY

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: APPLICANT OWNS PROPERTY SURROUNDING THE 10 FOOT ALLEY ON EAST AND WEST SIDE. APPLICANT HAS ACCESSES TO PROPERTY THROUGH MIDKIFF ROAD.

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 Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

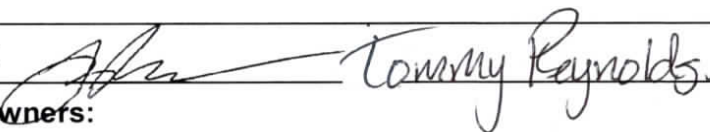
The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

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 Planning 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

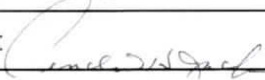
Applicant (signature):

 Tommy Reynolds

Date: 11/5/2023

Affected Property Owners:

Signature:



Print: Andrew Jackson

Date: 11/15/2023

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.

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.

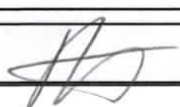
FOR OFFICE USE ONLY

☒ 1 FOLDED Copy of Survey

☒ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check # _____

Received By: 

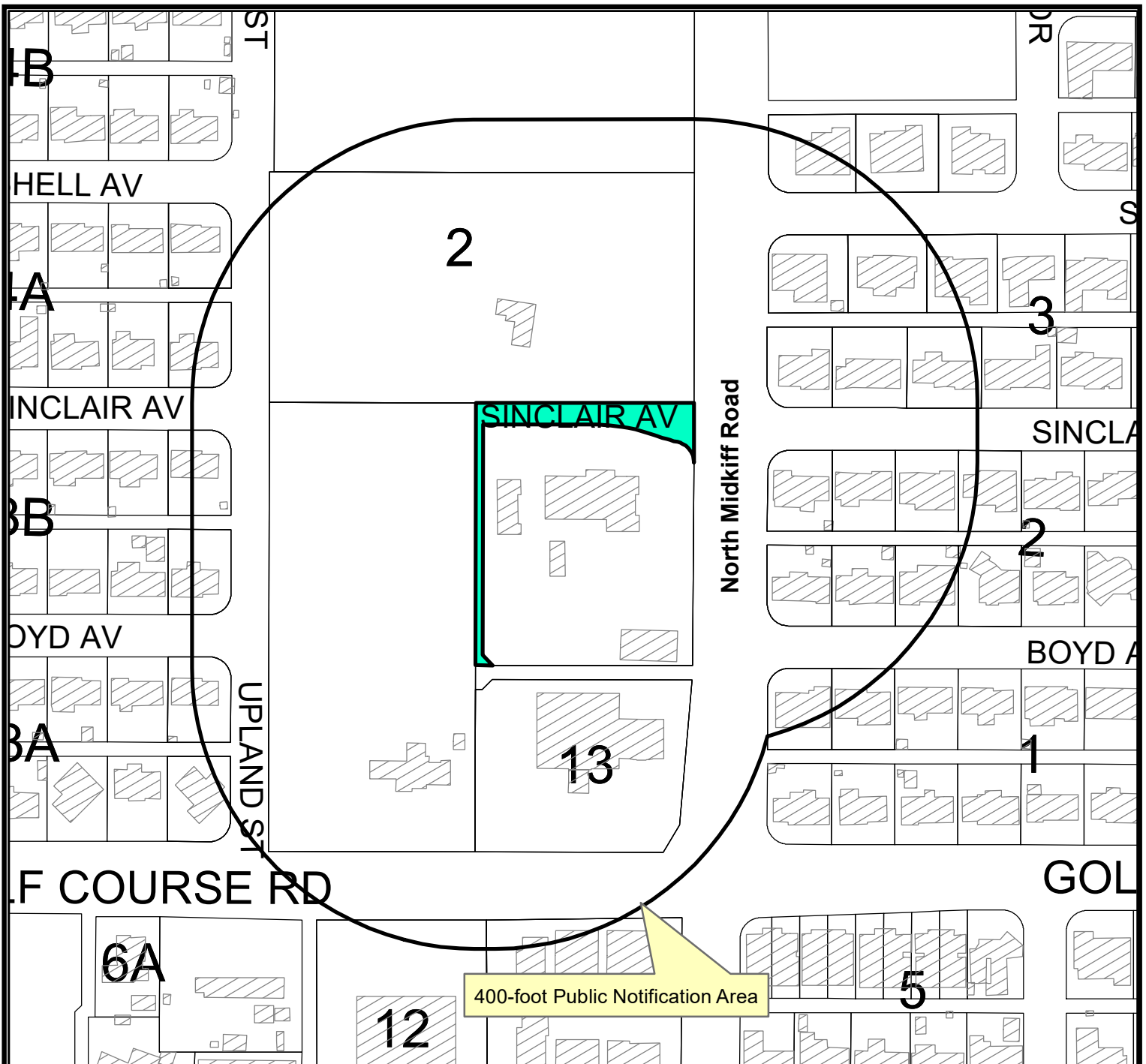
Date:



BY: _____

PACKET

Application will not be considered for scheduling until reviewed by a planner.**



LOCATION MAP

V-23-0058

Scale: 1" = 203'

Consider a request for a vacation of a 0.25-acre portion of Sinclair Avenue right-of-way, and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, City and County of Midland, Texas.

Generally located on the west side of North Midkiff Road, approximately 300 feet north of Boyd Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

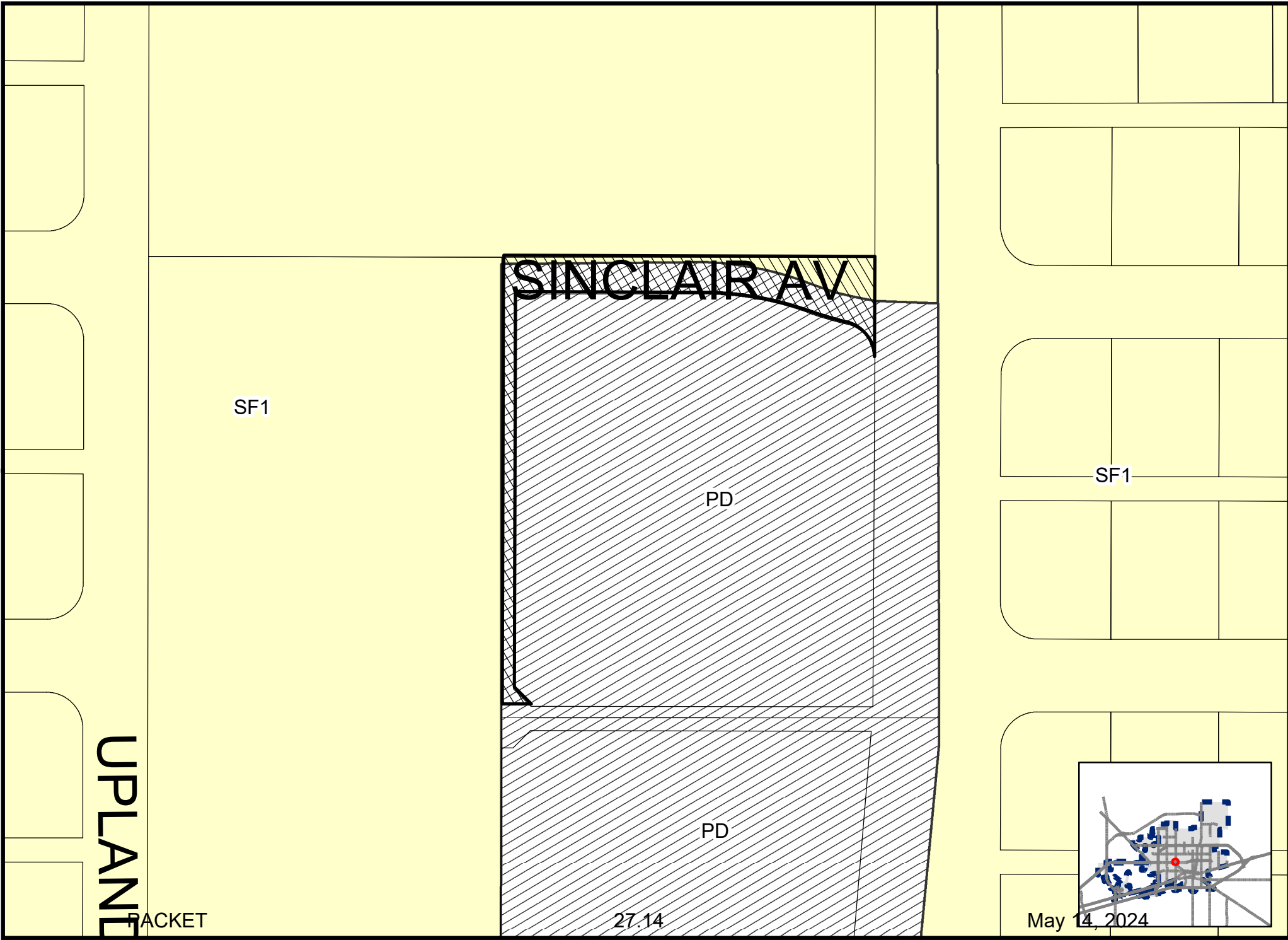


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND IS NOT RESPONSIBLE FOR ANY 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.

May 14, 2024



ORDINANCE NO. 10489

AN ORDINANCE VACATING AND ABANDONING A 0.25-ACRE PORTION OF SINCLAIR AVENUE RIGHT-OF-WAY AND A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO THE NORTH 380 FEET OF THE EAST HALF OF THE SOUTH HALF OF TRACT 2, SUNSET ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$7,623.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.25-acre portion of Sinclair Avenue right-of-way and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, 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 Assistant City Manager has appraised the value of the City's property interest in the Property at \$7,623.00, 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 \$7,623.00; 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 an accessible 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 23rd day of January, A.D., 2024; and passed to second reading on motion of Council member Dufford, seconded by Council member Poole, by the following vote:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

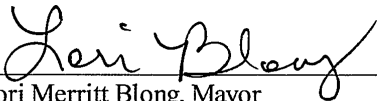
The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Poole, seconded by Council

member Stretcher Burkes, on the 13th day of February, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE": Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

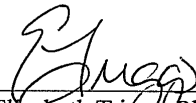
PASSED AND APPROVED THIS 13th day of February, A.D., 2024.


Lori Merritt Blong, Mayor

ATTEST:


Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:


Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

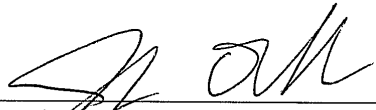
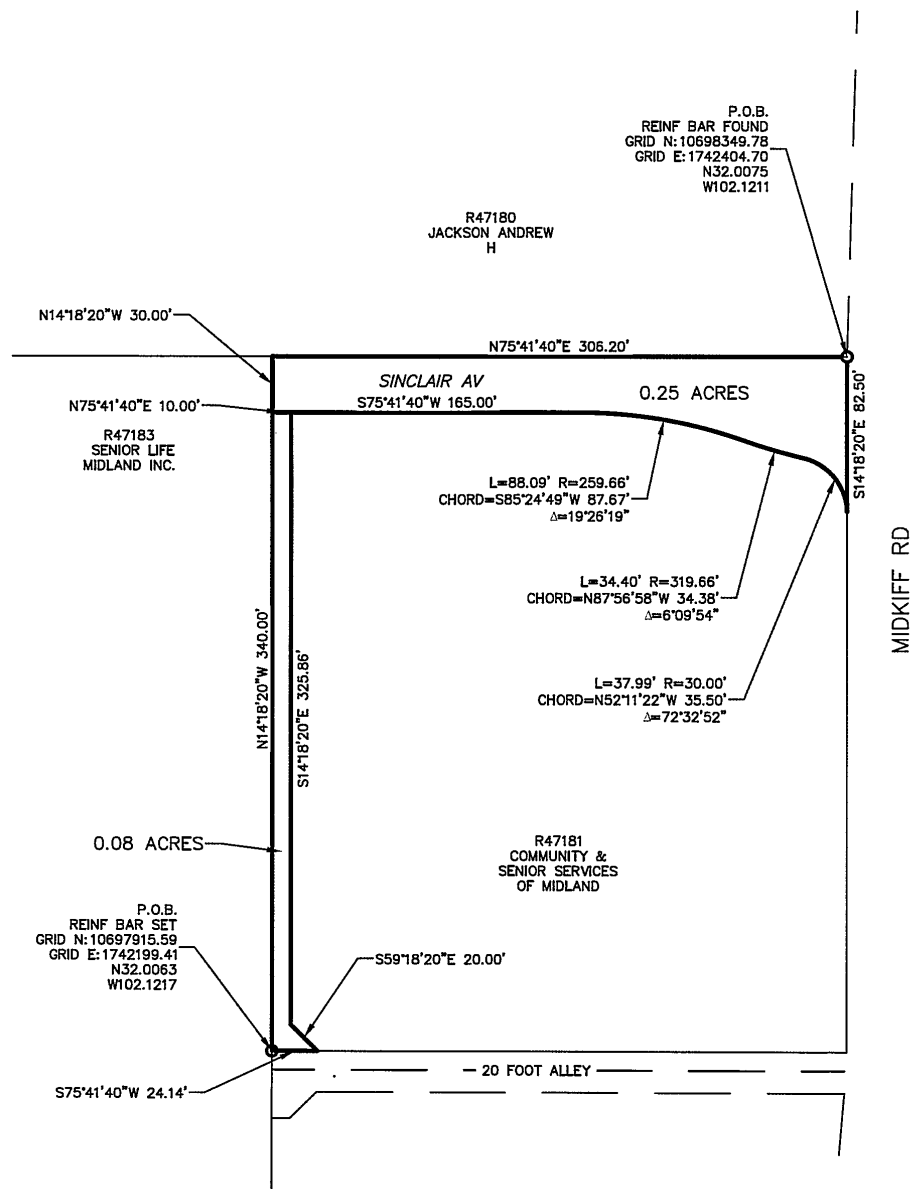

John Ohnemiller, City Attorney

EXHIBIT "A"



FIELD NOTE DESCRIPTION OF A 0.08 ACRE TRACT OF LAND, OFF THE WEST SIDE OF THE NORTH 380 FEET OF THE E/2 OF THE S/2 OF TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.08 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR SET (N:10697915.59, E:1742199.41) FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 14°18'20" WEST 340.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 75°41'40" EAST 10.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 14°18'20" EAST 325.86 FEET TO A POINT FOR CORNER OF THIS TRACT;

HENCE SOUTH 59°18'20" EAST 20.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°41'40" WEST 24.14 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

FIELD NOTE DESCRIPTION OF A 0.25 ACRE TRACT OF LAND, AL SINCLAIR AVENUE, OUT OF THE NORTH 380 FEET OF THE E/2 TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND TEXAS AND OUT OF THE SOUTHEAST PART OF SECTION 20, BL RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.25 ACRE TR, FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10698349.78, E:1742404.70) RIGHT OF WAY LINE OF MIDKIFF ROAD FOR THE NORTHEAST CC ALSO BEING THE SOUTHEAST CORNER OF SUNSET ACRES, BLOC THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS;

THENCE SOUTH 14°18'20" EAST 82.50 FEET TO A POINT FOR '11 CORNER OF THIS TRACT AND THE BEGINNING OF A CURVE TO

THENCE 37.99 FEET ALONG A CURVE WITH A RADIUS OF 30.00' ANGLE OF 72°32'52", AND A CHORD BEARING OF NORTH 52°11'22" FEET TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT A THE CURVE RIGHT;

THENCE 34.40 FEET ALONG A CURVE WITH A RADIUS OF 319.66' ANGLE OF 06°09'54", AND A CHORD BEARING OF NORTH 87°56'58" TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT AND CC CURVE RIGHT;

THENCE 88.09 FEET ALONG A CURVE WITH A RADIUS OF 259.66' ANGLE OF 19°26'19", AND A CHORD BEARING OF SOUTH 85°24'49" TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE SOUTH 75°41'40" WEST 165.00 FEET TO A POINT FOR CORNER OF THIS TRACT;

THENCE NORTH 14°18'20" WEST 30.00 FEET TO A POINT FOR T CORNER OF THIS TRACT;

THENCE NORTH 75°41'40" EAST 10.00 FEET TO THE NORTHEAST CORNER OF SINCLAIR AVENUE, 306.20 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.



Office of the City Manager

January 12, 2024

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.25-acre portion of Sinclair Avenue right-of-way and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, 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 \$7,623.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Jose Ortiz
Assistant City Manager



APPROVED



City Council Meeting

Item Number: 30
Meeting Date: January 23, 2024
To: City Council / City Manager
From: Landon Ochoa, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.25-ACRE PORTION OF SINCLAIR AVENUE RIGHT-OF-WAY AND A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO THE NORTH 380 FEET OF THE EAST HALF OF THE SOUTH HALF OF TRACT 2, SUNSET ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$7,623.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Community and Senior Services of Midland, is requesting to vacate a 0.25-acre portion of the Sinclair Avenue right-of-way, and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, City and County of Midland, Texas for future development.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2023 appraised value of the right-of-way is a total value of \$7,623.00.

Discussion:

The Midland Central Appraisal District's appraisal of this land at a total of \$7,623.00 using the formula of 10,890 sq ft X .70. There is also an associated replat in process that includes the

vacated portions.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. [For Applicant's Information Only.]

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comment.

AT&T: (Approved)

AT&T is okay with the vacation as long as a utility easement is retained, and the relocation of utilities is at the cost of the developer.

Atmos: (Approved)

Atmos Energy has no objection to the above referenced changes to the street and alley right of way located west of Midkiff Road. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.

Astound: (Approved)

The only services Astound has are along Midkiff Road going North and South from looking at their maps. They do not have utilities in the proposed area.

Oncor: (Approved)

Oncor has underground facilities with an easement on the property that serves the WTX Food Bank and another. Oncor will work with the developer to relocate these facilities as needed. Note that new easements may be needed as well as appropriate relocations costs, these topics will be discussed with the site developer.

Altice USA: (Approved)

Altice USA has identified utilities in the area. They have an aerial & coax plant on the poles on the west side off of N Midkiff Road. The developer will need to pay to relocate those utilities.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved of the request. Since some of the franchise utility companies have utilities in the proposed area, a utility easement will need to be retained until all utilities have been relocated. Additionally, in order for the replat to be approved, an access easement will need to be provided to give the property to the north access.

Therefore, staff recommends approval of this vacation subject to conditions A and B.

Conditions:

A. That the value of the property shall be \$7,623.00.

B. 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 January 11, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)

Application

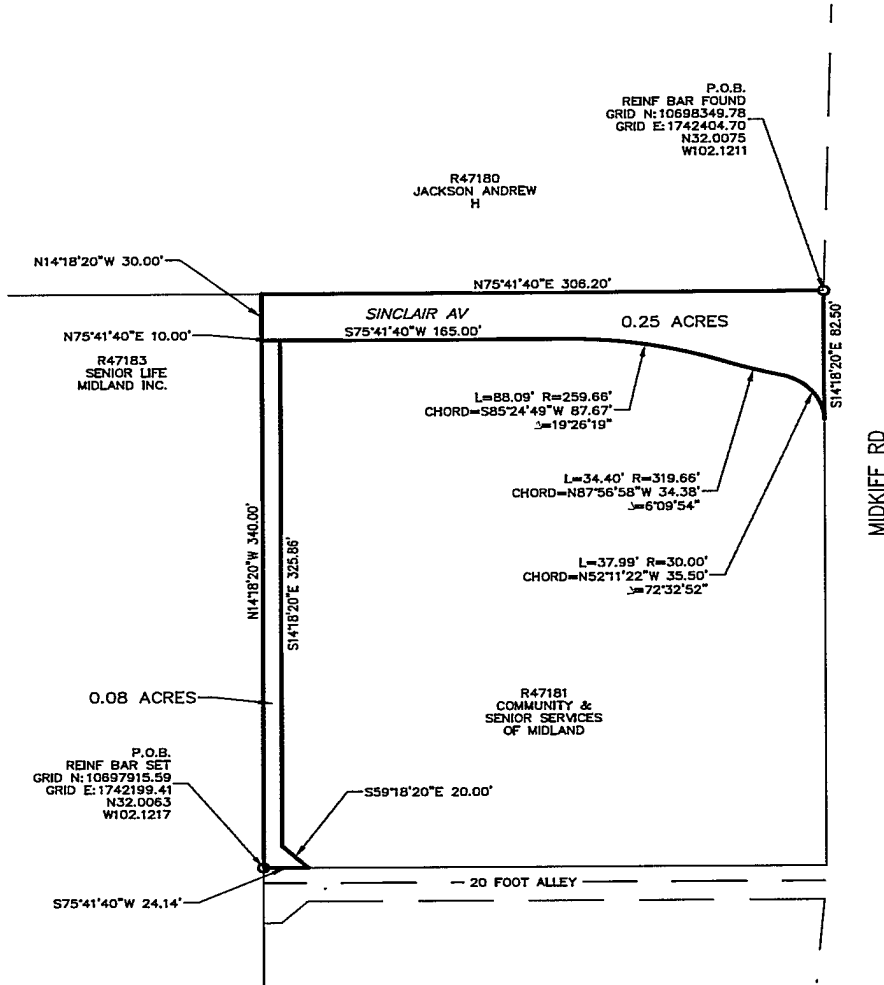
Maps

Responses from Franchise Utility Companies

For E. Out

City Manager's Office

EXHIBIT "A"



FIELD NOTE DESCRIPTION OF A 0.08 ACRE TRACT OF LAND, OFF THE WEST SIDE OF THE NORTH 380 FEET OF THE E/2 OF THE S/2 OF TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.08 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

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LEGEND:
 ○ MONUMENT AS DESCRIBED
 — PROPERTY LINE
 — ADJOINING PROPERTIES

SCHUMANN
 PROPERTIES, INC.
 A LATERAL LAND COMPANY

Surveyor Certification

TO THE LIENHOLDERS, COMMUNITY AND SENIOR SERVICES OF MIDLAND

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 14TH DAY OF DECEMBER, 2023

RJ DAUM
 TEXAS RPLS 4826

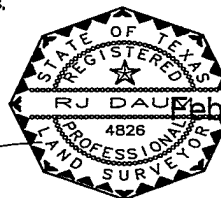


EXHIBIT A

A 0.08 TRACT OF LAND
 &
 A 0.25 TRACT OF LAND

OUT OF SUNSET ACRES,
 AN ADDITION TO THE CITY OF
 MIDLAND, MIDLAND COUNTY, TEXAS
 AS PER THE MAP OR PLAT
 RECORDED IN THE COUNTY CLERKS OFFICE
 MIDLAND COUNTY, TEXAS

SCALE: 1" = 80' REV 1-12-24

PROJECT: 79394
 JOB NO: 79,394



Office of the City Manager

January 12, 2024

Midland City Council
City of Midland, Texas

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Very truly yours,

Jose Ortiz
Assistant City Manager

PACKET

2025

EXHIBIT "B"
February 13, 2024



**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: **COMMUNITY AND SENIOR SERVICES OF MIDLAND**

Phone (432) 254 0327

Email kl.hogan@seniorlifemidland.com

Address
3301 SINCLAIR AVENUE

City
MIDLAND

State
TX

Zip
79705

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☒ Public Utility Easement
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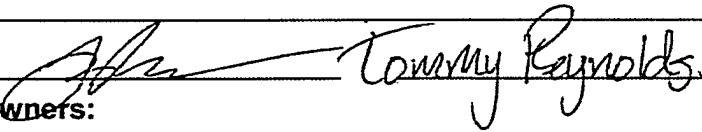
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Signatures

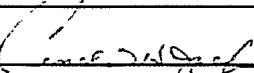
Applicant (signature):

 Tommy Reynolds

Date: 11/5/2023

Affected Property Owners:

Signature:



Print: Andrew Jackson

Date: 11/15/2023

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.

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

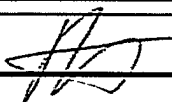
☒ 1 FOLDED Copy of Survey

☒ Survey in Digital Format (PDF/JPEG)

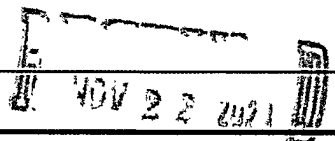
☐ Application Fee

Check # _____

Received By:

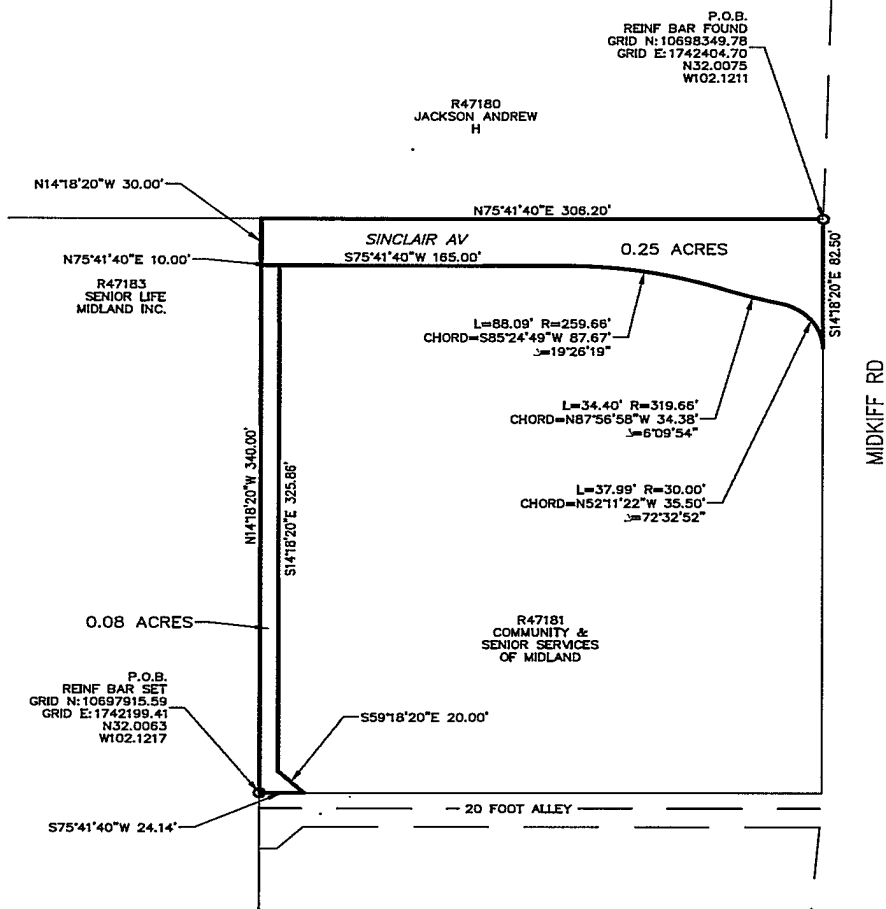


Date:



BY: _____

PACKET 30-112 February 13, 2024
Application will not be considered for scheduling until reviewed by a planner.**



FIELD NOTE DESCRIPTION OF A 0.08 ACRE TRACT OF LAND, OFF THE WEST SIDE OF THE NORTH 380 FEET OF THE E/2 OF THE S/2 OF TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.08 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR SET (N:10697915.59, E:1742199.41) FOR THE SOUTHWEST CORNER OF THIS TRACT;
THENCE NORTH 14°18'20" WEST 340.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;
THENCE NORTH 75°41'40" EAST 10.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;
THENCE SOUTH 14°18'20" EAST 325.86 FEET TO A POINT FOR CORNER OF THIS TRACT;
THENCE SOUTH 59°18'20" EAST 20.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT;
THENCE SOUTH 75°41'40" WEST 24.14 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

FIELD NOTE DESCRIPTION OF A 0.25 ACRE TRACT OF LAND, ALSO KNOWN AS SINCLAIR AVENUE, OUT OF THE NORTH 380 FEET OF THE E/2 OF THE S/2 OF TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND OUT OF THE SOUTHEAST PART OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.25 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10698349.78, E:1742404.70) IN THE WEST RIGHT OF WAY LINE OF MIDKIFF ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, ALSO BEING THE SOUTHEAST CORNER OF SUNSET ACRES, BLOCK 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS;
THENCE SOUTH 14°18'20" EAST 82.50 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT AND THE BEGINNING OF A CURVE TO THE LEFT;
THENCE 37.99 FEET ALONG A CURVE WITH A RADIUS OF 30.00 FEET AND A DELTA ANGLE OF 72°32'52", AND A CHORD BEARING OF NORTH 52°11'22" WEST 35.50 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT AND CONTINUING WITH THE CURVE RIGHT;
THENCE 34.40 FEET ALONG A CURVE WITH A RADIUS OF 319.66 FEET AND A DELTA ANGLE OF 06°09'54", AND A CHORD BEARING OF NORTH 87°56'58" WEST 34.38 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT AND CONTINUING WITH THE CURVE RIGHT;
THENCE 88.09 FEET ALONG A CURVE WITH A RADIUS OF 259.66 FEET AND A DELTA ANGLE OF 19°26'19", AND A CHORD BEARING OF SOUTH 85°24'49" WEST 87.67 FEET TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;
THENCE SOUTH 75°41'40" WEST 165.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT;
THENCE NORTH 14°18'20" WEST 30.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;
THENCE NORTH 75°41'40" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SINCLAIR AVENUE, 306.20 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

Surveyor Certification

TO THE LIENHOLDERS, COMMUNITY AND SENIOR SERVICES OF MIDLAND

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 14TH DAY OF DECEMBER, 2023

RJ DAUM
TEXAS RPLS 4826



LEGEND:

MONUMENT AS DESCRIBED
PROPERTY LINE
ADJOINING PROPERTIES



SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY

800 N. MARSHFIELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500

Office (432) 684-5545

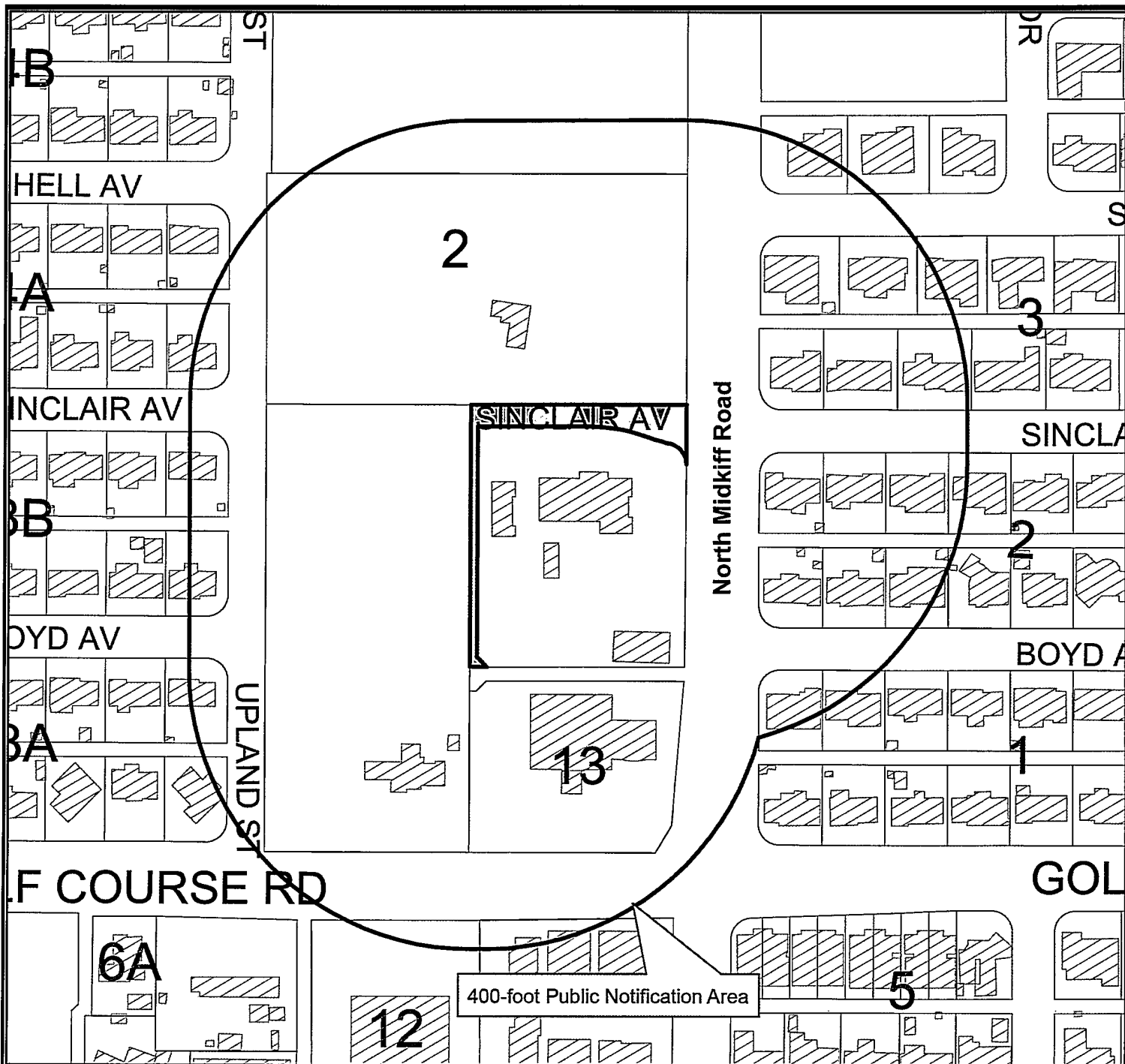
EXHIBIT A

A 0.08 TRACT OF LAND
&
A 0.25 TRACT OF LAND

OUT OF SUNSET ACRES,
AN ADDITION TO THE CITY OF
MIDLAND, MIDLAND COUNTY, TEXAS
AS PER THE MAP OR PLAT
RECORDED IN THE COUNTY CLERKS OFFICE
MIDLAND COUNTY, TEXAS

SCALE: 1" = 80' REV 1-12-24

PROJECT: 79394
JOB NO: 79,394



LOCATION MAP

V-23-0058

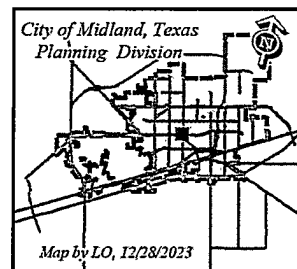
Scale: 1" = 203'

Consider a request for a vacation of a 0.25-acre portion of Sinclair Avenue right-of-way, and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, City and County of Midland, Texas.

Generally located on the west side of North Midkiff Road, approximately 300 feet north of Boyd Avenue (Council District 3)

LEGEND

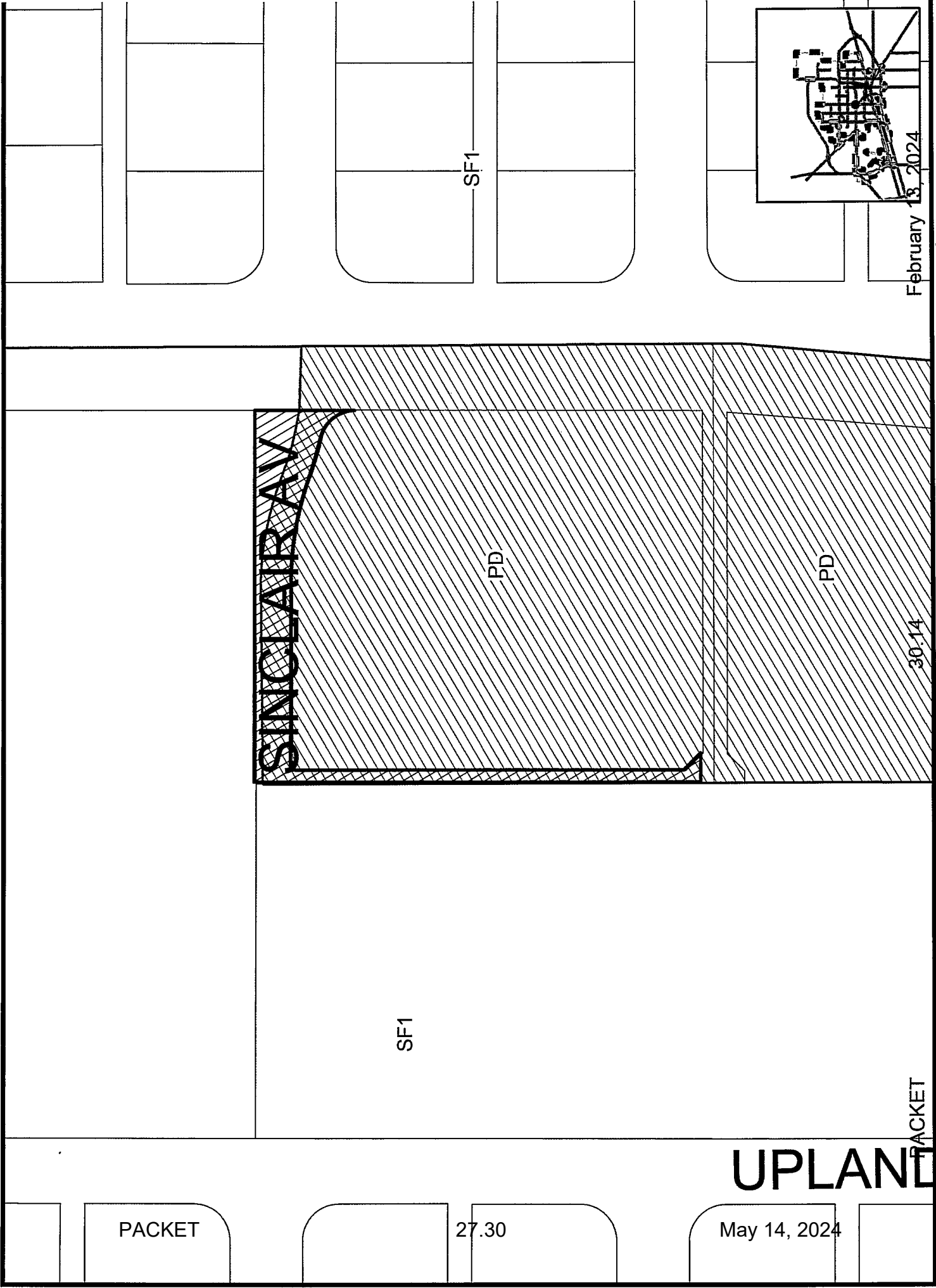
- CITY LIMITS
- PARCEL
- ▨ PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING 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.

February 13, 2024



Landon J. Ochoa

From: LReyna@midcad.org
Sent: Friday, January 5, 2024 12:39 PM
To: Landon J. Ochoa
Subject: Re: Community & Senior Services Vacation
Attachments: V-23-0058, TaxVacMCAD vac ltr.pdf; V-23-0058, Location Map.pdf; V-23-0058, Revised Survey.pdf
Importance: High



Use R47181 to map

Market value .25 ac

10,890 sq ft X .70 = \$ 7623

Here ya go Sir!

Thank you,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: "Landon J. Ochoa" <ljochoa@midlandtexas.gov>
To: Lisa Reyna <lreyna@midcad.org>
Date: 01/04/2024 04:35 PM
Subject: Community & Senior Services Vacation

Good afternoon, Lisa.

I hope you enjoyed the holidays and are well. Can you please provide me a valuation on property described in the attached documents? A request to vacate it has been submitted.

Respectfully,

Landon Ochoa
Senior Planner
Planning Division

PACKET

327151
1

February 14, 2024

Development Services
O. 432-685-7405
ljochoa@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Landon J. Ochoa

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Thursday, January 4, 2024 5:11 PM
To: Landon J. Ochoa; Eron Zapata
Subject: RE: External E-mail - Community & Senior Services Vacation
Attachments: Screenshot 2024-01-04 170354.png



Landon,

Optimum has aerial fiber & coax plant on the poles on the west side poles off of, N Midkiff Rd.

I have attached a GoogleEarth Picture on here.

The vacated area I highlighted in purple shows the vacated area that our plant is on the pole.

Is the developer removing that pole or relocating it? If it is going to be removed there will be a cost for us to relocate our plant at their cost.

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Thursday, January 4, 2024 4:26 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: External E-mail - Community & Senior Services Vacation

[External Email]

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Good morning, Luis and Eron.

Please see the attached letter and supporting documents and provide comments by January 12, 2024 as this request will be going to the January 23, 2024 City Council meeting. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405
ljochoa@midlandtexas.gov



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Landon J. Ochoa

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Tuesday, January 16, 2024 9:11 AM
To: Landon J. Ochoa
Subject: Re: Community & Senior Services Vacation



The only services Astound has is along Midkiff Rd going North and South from looking at our maps.

Thank You

Ruben Guerra

Construction Coordinator

O: 432-272-3088

C: 432-653-9369

Ruben.Guerra@astound.com

Astound Business Solutions

Powered by RCN | Grande | Wave

astound.com

On Thu, Jan 4, 2024 at 4:26 PM Landon J. Ochoa <ljocha@midlandtexas.gov> wrote:

Good morning, Ruben.

Please see the attached letter and supporting documents and provide comments by January 12, 2023 as this request will be going to the January 23 City Council meeting. Thank you!

Respectfully,

Landon Ochoa

Senior Planner

Planning Division

Development Services

O. 432-685-7405

ljocha@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Landon Ochoa
Senior Planner/Planning Div.
300 N. Loraine
Midland, Texas 79701

January 5, 2023

Re: Case Name: Community & Senior Services
Case Number: V-23-0058

Mr. Ochoa,

Atmos Energy has no objection to the above referenced changes to the street and alley right of way located west of Midkiff Road. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.
Please let me know if you have any further questions.

Sincerely,

A handwritten signature in black ink that reads "Mark Lieb".

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
mark.lieb@atmosenergy.com

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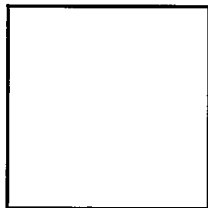
30-21
27-37

February 12, 2024
May 14, 2024

Landon J. Ochoa

From: Landon J. Ochoa
Sent: Tuesday, January 16, 2024 11:41 AM
To: Landon J. Ochoa
Subject: FW: Community & Senior Services Vacation

From: Molina, Sergio <Sergio.Molina@oncor.com>
Sent: Friday, January 12, 2024 7:09 PM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Cc: Arguello, Martin <Martin.Arguello@oncor.com>; Hamilton, Hannah <Hannah.Hamilton@oncor.com>
Subject: RE: Community & Senior Services Vacation



Landon,

Oncor has underground facilities with an easement on the property that serves the WTX Food Bank and another. Oncor will work with the developer to relocate these facilities as needed. Note that new easements may be needed as well as appropriate relocations costs, these topics will be discussed with the site developer.

Let me know if further information is needed.

Sergio Molina, P.E.

Oncor | NCM Manager WTX

Cell: 214.970.4143

My Manager: Hannah Hamilton

Cell: 432.894.4601 email: Hannah.Hamilton@oncor.com

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Friday, January 12, 2024 3:36 PM
To: Arguello, Martin <Martin.Arguello@oncor.com>; Hamilton, Hannah <Hannah.Hamilton@oncor.com>; Molina, Sergio <Sergio.Molina@oncor.com>
Subject: RE: Community & Senior Services Vacation

WARNING: This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.

Good afternoon, All.

We urgently need comments from Oncor on this. Do y'all have anything?

From: Landon J. Ochoa
Sent: Thursday, January 4, 2024 4:29 PM
To: Martin Arguello <martin.arguello@oncor.com>; Hamilton, Hannah <Hannah.Hamilton@oncor.com>; Molina, Sergio <Sergio.Molina@oncor.com>
Subject: Community & Senior Services Vacation

Good afternoon,

Please see the attached letter and supporting documents and provide comments by January 12, 2024 as this request will be going to the January 23, 2024 City Council meeting. Thank you!

Respectfully,

Landon Ochoa

Senior Planner
PACKET

~~30.239~~
2

Feb ~~May~~ 13, 2024

Planning Division

Development Services

O. 432-685-7405

ljochoa@midlandtexas.gov

<image001.png>

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300 N. Lorraine | P.O. Box 1152 | Midland, TX 79702

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Landon J. Ochoa

From: GONZALEZ, VINCENT <vg064q@att.com>
Sent: Wednesday, January 17, 2024 10:58 AM
To: Landon J. Ochoa
Subject: RE: Community & Senior Services Vacation



Yes I'll be okay with this vacation with the condition that a utility access easement be retained until all utilities have been relocated at the cost of the developer.

VINCENT GONZALEZ
SR SPECIALIST-OSP DESIGN ENGINEER
MIDLAND
North Texas Market, Access Construction & Engineering

AT&T Technology Operations
410 W Missouri, 2ND Flr, Midland, TX 79701
m 432.559.2890 | VG064Q@att.com

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From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Wednesday, January 17, 2024 8:41 AM
To: GONZALEZ, VINCENT <vg064q@att.com>
Subject: RE: Community & Senior Services Vacation

Good morning, Vincent.

I hope Ed gets you the answers you need. But unfortunately, we are very low on time as this vacation request will need to be finalized on the City Council agenda today. With your current information, would you be able tell me if you'd be okay with this vacation with the condition that a utility access easement be retained until all utilities have been relocated at the cost of the developer?

If you can tell me this, then that would help me move forward.

From: GONZALEZ, VINCENT <vg064q@att.com>
Sent: Tuesday, January 16, 2024 1:02 PM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Subject: RE: Community & Senior Services Vacation

Ok I'll have to look into this a little more. I do show that we do have copper cable and fiber cable in that easement. We did have fiber going to the old building that was demolished and fiber equipment that belongs to AT&T do you happen to know if they still have this? Can please have a contact to see if they still have the equipment. I'll have if we can vacate this easement and maybe we can retire in place the copper if there is no customers to the pedestal in the rear of that alley.

VINCENT GONZALEZ

SR SPECIALIST-OSP DESIGN ENGINEER

MIDLAND

North Texas Market, Access Construction & Engineering

AT&T Technology Operations

410 W Missouri, 2ND Flr, Midland, TX 79701

m 432.559.2890 | VG064Q@att.com

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From: Landon J. Ochoa <ljocha@midlandtexas.gov>

Sent: Tuesday, January 16, 2024 10:45 AM

To: GONZALEZ, VINCENT <vg064q@att.com>

Subject: RE: Community & Senior Services Vacation

Here you go Vincent. The property owner is requesting to vacate the portion shown in the survey. Please let me know if y'all have utilities in the area. If you do, please let me know if you are okay with the vacation as long as the applicant pays to relocate them.

From: GONZALEZ, VINCENT <vg064q@att.com>

Sent: Tuesday, January 16, 2024 8:41 AM

To: Landon J. Ochoa <ljocha@midlandtexas.gov>

Subject: RE: Community & Senior Services Vacation

This is in my area of Midland could you please send the attachment. I didn't see that Jerry added it. Thanks.

VINCENT GONZALEZ

SR SPECIALIST-OSP DESIGN ENGINEER

MIDLAND

North Texas Market, Access Construction & Engineering

AT&T Technology Operations

410 W Missouri, 2ND Flr, Midland, TX 79701

m 432.559.2890 | VG064Q@att.com

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PACKET

30262
2

February 13, 2024

From: UNDERWOOD, JERRY <ju1659@att.com>
Sent: Tuesday, January 16, 2024 6:07 AM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Cc: GONZALEZ, VINCENT <vg064q@att.com>
Subject: RE: Community & Senior Services Vacation

Vincent,

This one is yours off of Midkiff and Sinclair.

Thanks,
Jerry

Jerry Underwood
Sr. Specialist OSP Design Engineer
Midland Engineering
AT&T

AT&T Technology Operations
410 W Missouri, Midland, TX 79701
m 432-296-2821 / ju1659@att.com

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Friday, January 12, 2024 3:33 PM
To: UNDERWOOD, JERRY <ju1659@att.com>
Subject: RE: Community & Senior Services Vacation

Jerry,

We urgently need comments from you on this.

From: Landon J. Ochoa
Sent: Thursday, January 4, 2024 4:30 PM
To: Jerry Underwood <ju1659@att.com>
Subject: Community & Senior Services Vacation

Good afternoon, Jerry.

Please see the attached letter and supporting documents and provide comments by January 12, 2024 as this request will be going to the January 23, 2024 City Council meeting. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405
ljochoa@midlandtexas.gov

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February 13, 2024

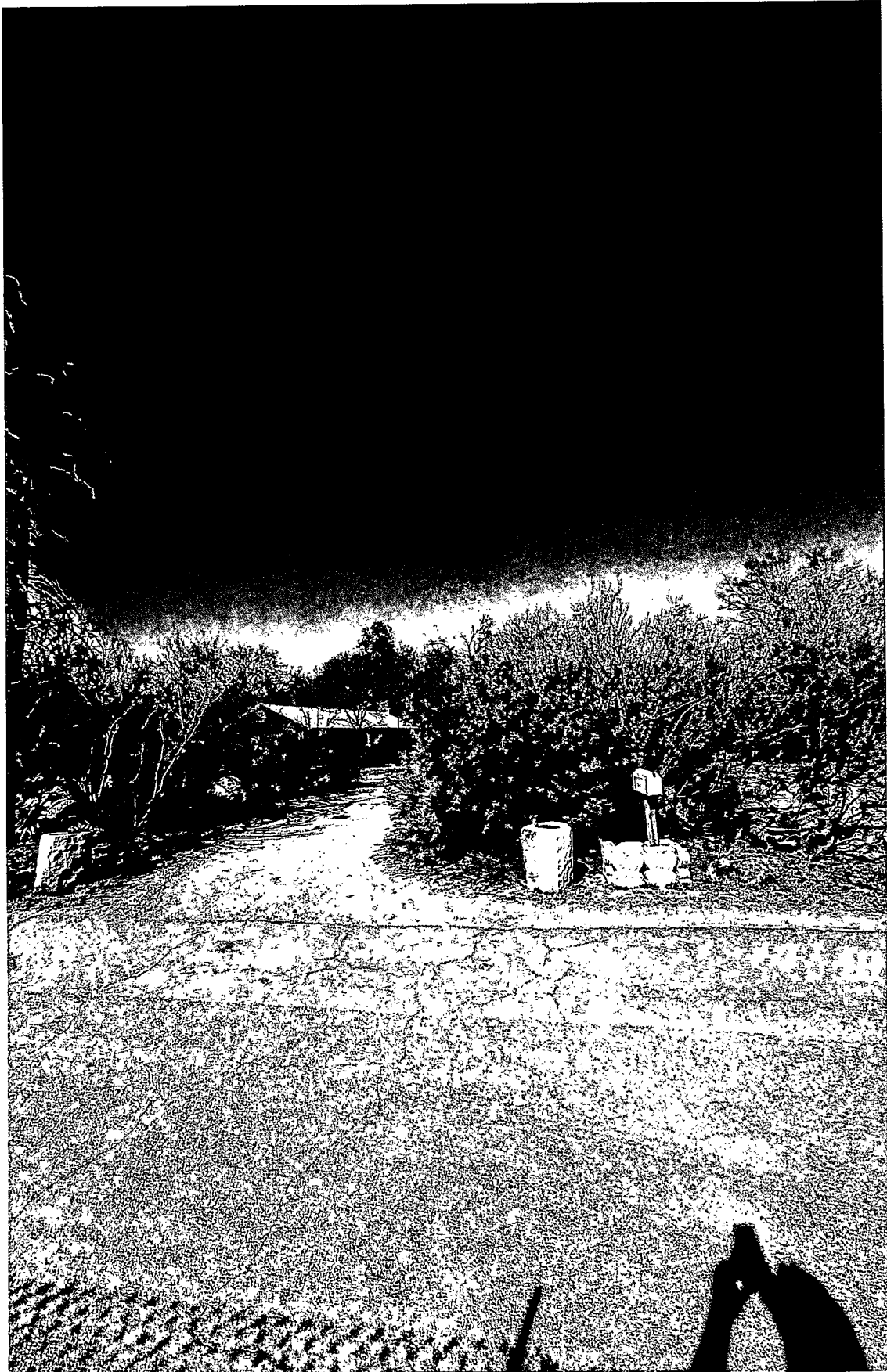


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PRACKET

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February 13, 2024



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February 13, 2024



PACKET

30-217

February 13, 2024



ORDINANCE NO. 10243

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.273-ACRE TRACT OF LAND OUT OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR 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 a 2.273-acre tract of land out of Section 20, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to PD, Planned Development District for an Office 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 SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center

PACKET

30-330

February 13, 2024

O-1, Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "B" 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 and elevations attached hereto as Exhibit "B".
- B. That the landscaping shown in Exhibit "B" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

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 provided contained in Section 1-3.1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars

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 28th day of September, A.D., 2021; and passed to second reading on motion of Council member Trost, seconded by Council member Norman, by the following vote:

Council members voting "AYE": Blong, Trost, Robnett, Dufford, Ladd, Norman

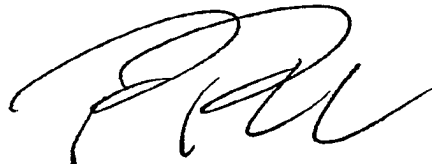
Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Ladd, seconded by Council member Norman, on the 12th day of October, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE": Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 12th day of October, A.D., 2021.



Patrick N. Payton, Mayor

ATTEST
CITY CLERK

307351

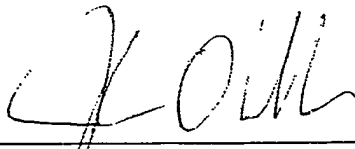
February 14, 2024

APPROVED AS TO CONTENT
AND COMPLETENESS:



Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:



John Ohnemiller, City Attorney

EXHIBIT "A"

(4.78 ACRES)
1443/06 M.C.D.R.

SURVEY PLAT

SEE DETAIL E

SEE DETAIL D

SEE DETAIL A

SEE DETAIL B

SINCLAIR AVENUE (VARIABLE R.O.W.)

SEE DETAIL I

SEE DETAIL F

2.273 ACRES
BEING ALL OF
913/525 M.C.D.R.

MIDWAY ROAD (100' R.O.W.)

MIDWAY ROAD (VARIABLE R.O.W.)

N 59°24'23" W
20.00'
(N 60°00'00" W)
(20.00')

S 75°35'37" W 282.06'
S 75°35'37" W 282.06'

LOT 1
SUNSET ACRES
FILE NO: 2011-17424 M.C.O.P.R.

CURVE	CHORD LENGTH	CHORD BEARING	CHORD ANGLE	CHORD BEARING	CHORD LENGTH
C1	100.00	118°24'50"	118°24'50"	118°24'50"	100.00
C2	123.11	118°24'50"	118°24'50"	118°24'50"	123.11
C3	123.11	118°24'50"	118°24'50"	118°24'50"	123.11

CURVE	CHORD LENGTH	CHORD BEARING	CHORD ANGLE	CHORD BEARING	CHORD LENGTH
C1	100.00	118°24'50"	118°24'50"	118°24'50"	100.00
C2	123.11	118°24'50"	118°24'50"	118°24'50"	123.11
C3	123.11	118°24'50"	118°24'50"	118°24'50"	123.11

TREE NUMBER	SPECIES	DIAMETER
1	OAK	24"
2	OAK	24"
3	MESQUITE	16"
4	OAK	12"
5	OAK	12"
6	OAK	16"
7	OAK	12"
8	OAK	12"
9	PECAN	21"
10	PECAN	24"
11	PECAN	20"
12	PECAN	18"

LEGAL DESCRIPTION: Being 2.273 acres of land situate in Section 26, Block 36 T.14N. E. P.3E. Co. Survey, Abstract No. 1146 in Midland County, Texas and also being all of that certain 2.248 acre tract described in Volume 913, Page 525 of the Public Records of Midland County, Texas, said 2.273 acres not being more particularly shown & not in fact and as surveyed under the supervision of Crane Texas Land Services, Inc. in December, 2011 & January 2012.

WELSHKINS as a 1/2 inch iron rod set on the west right of Way line of Midland Road, the north line of a 20 foot alley and the east line of said Tract 2 for the southeast corner of said 2.248 acre tract and from which an "X" set as corner found for the northeast corner of that certain tract described in File No. 2011-17424 of the Public Records of Midland County, Texas from South 120°04'40" East a distance of 14.27 feet.

THENCE South 75°35'37" West a distance of 282.06 feet along the north line of said 20 foot alley and the south line of said 2.248 acre tract to a 1/2 inch iron rod set for the final southerly line of said alley;

THENCE North 59°24'23" West a distance of 20.00 feet along the southerly line of said 20 foot alley and the west line of said 2.248 acre tract to an "X" marked in concrete in the south line of Sinclair Avenue for the northeast corner of said 2.248 acre tract and the northeast corner hereof;

THENCE North 14°24'23" East a distance of 234.56 feet along the west line of said Midland Road and the east line of said 2.248 acre tract;

1. 20 foot alley, 1/2 inch iron rod set on the west right of Way line of Midland Road, the north line of a 20 foot alley and the east line of said Tract 2 for the southeast corner of said 2.248 acre tract and from which an "X" set as corner found for the northeast corner of that certain tract described in File No. 2011-17424 of the Public Records of Midland County, Texas from South 120°04'40" East a distance of 14.27 feet.

2. with a curve bearing to the right with an arc length of 88.16 feet, with a radius of 259.16 feet, with a chord bearing of North 57°22'39" East, with a chord length of 46.25 feet to a 1/2 inch iron rod set for a corner hereof;

3. with a reverse curve bearing to the left with an arc length of 23.31 feet, with a radius of 379.46 feet, with a chord bearing of South 80°47'00" East, with a chord length of 22.90 feet to a 1/2 inch iron rod set for a corner hereof;

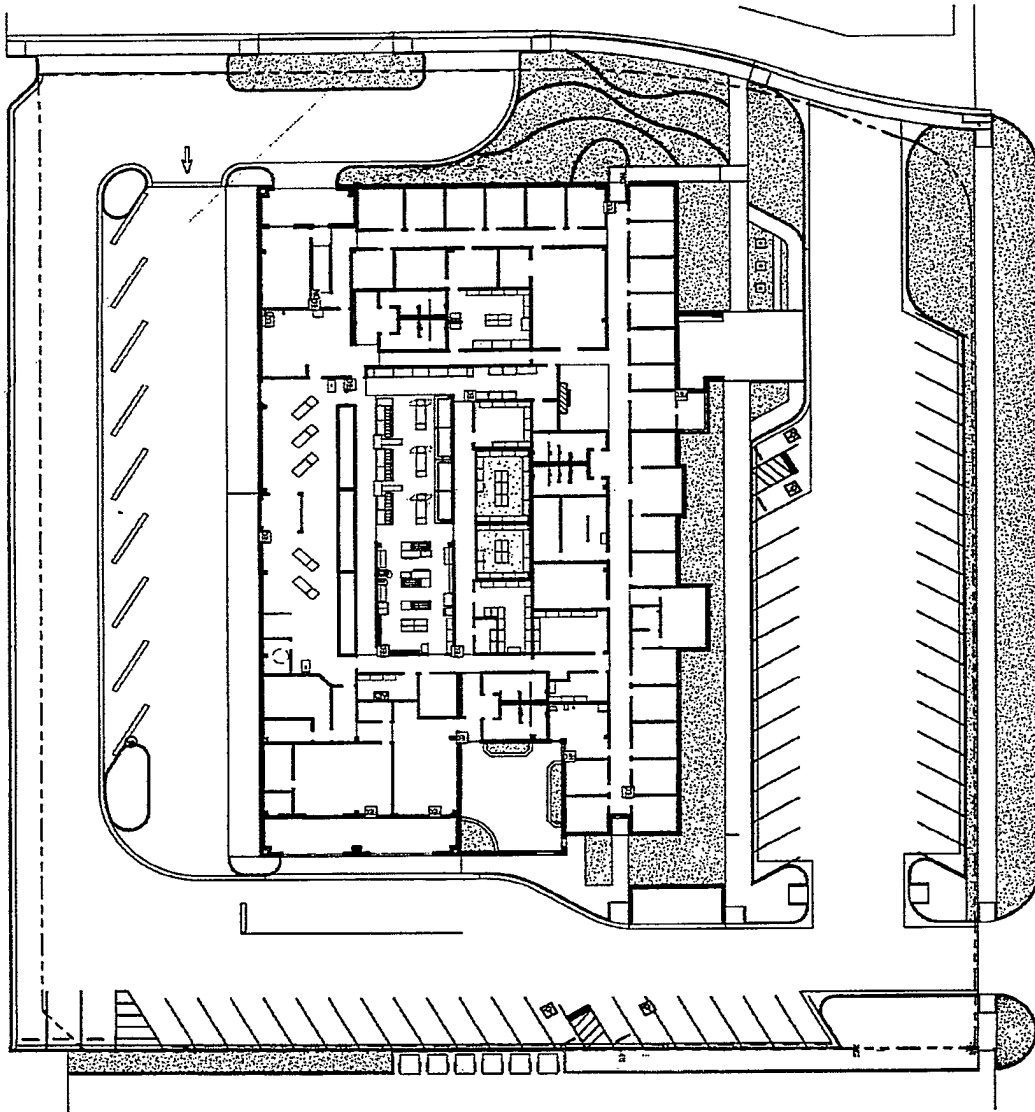
4. with a reverse curve bearing to the right with an arc length of 29.15 feet, with a radius of 29.15 feet, with a chord bearing of South 57°35'37" East, with a chord length of 27.16 feet to a 1/2 inch iron rod set in the west line of said Midland Road and the east line of said 2.248 acre tract;

THENCE South 14°24'23" East a distance of 234.56 feet along the west line of said Midland Road and the east line of said 2.248 acre tract to the POINT OF BEGINNING containing 2.273 acres more or less, and as shown herein.

30353

February 13, 2024

EXHIBIT "B"



PACKET

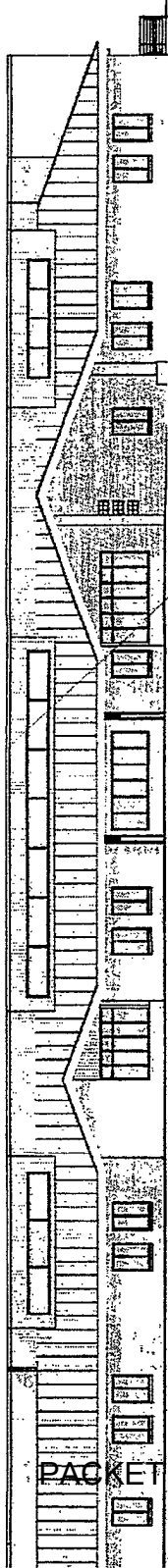
27.54

May 14, 2024

PACKET

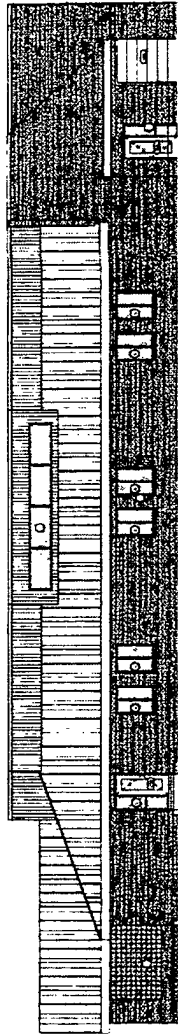
NEW FACILITY 30.38

EXHIBIT "B" (cont'd)



PACKET

ITION EXHIBIT

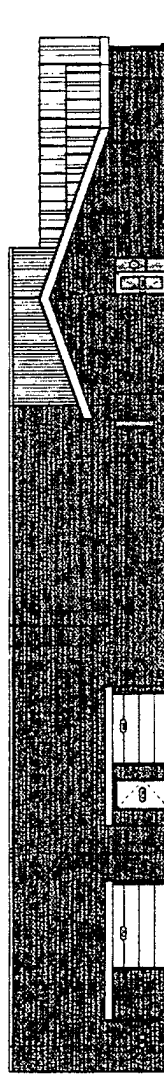


2 EAST ELEVATION EXHIBIT
A116 W-112

27



ITION EXHIBIT



4 WEST ELEVATION EXHIBIT
A116 W-112

May 14, 2024

PACKET

NEW FACILITY

30.39



VANDERGRIFF ARCHITECTS - PC
ARCHITECTS - PC
301 N. DOW SPRING GATE RD. #200
MCKINNEY, TEXAS 75069-1201

May 13, 2024



City Council Meeting

Item Number: 22
Meeting Date: September 28, 2021
To: City Council / City Manager
From: Kelly Martinez, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.273-ACRE TRACT OF LAND OUT OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR 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 (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Stephen T. Marcum is requesting to rezone the property located at 3301 Sinclair Avenue, to redevelop the existing Senior Life Midland building.

Recommended City Council Action:

Approve

Surrounding Zoning and Land Uses:

The properties to the north, east, and west are zoned SF-1, Single-Family District, and are the locations of residential homes. The property to the south is zoned PD, Planned District for an Office Center, and the location of Permian Nephrology Associates.

Current Zoning:

SF-1, Single-Family Dwelling District (Ordinance No. 6723).

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22.1

October 12, 2021

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27.56

February 13, 2024

Analysis:

The applicant Stephen T. Marcum, is requesting to rezone the property from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center to allow for the redevelopment of Senior Life Midland on the property located at 3301 Sinclair Avenue. Senior Life Midland is a private, non-profit agency that offers programs designed to meet the needs of older Midland Residents.

The property has a specific use permit (Ordinance No. 6723), which allows the property to be used as a senior citizen center. Since the current zoning ordinance does not allow this use, through a specific use designation, a planned development district provides some flexibility to allow for these uses.

The proposed site plan (Exhibit B) shows 28,837 square feet of building, including twenty-three (23) office spaces, three (3) conference rooms, a handy man shop, a kitchen, several storage rooms, a receiving area, and a volunteer pick-up area. Sixty-three (63) parking spaces are proposed out of the seventy-two (72) that are required per our code (1 per 400 square feet). Therefore, this site does not have adequate parking. However, the applicant has noted that the 63 parking spaces are more than adequate for their staff and the population that they serve.

Furthermore, a business office is not allowed in the SF-1, Single-Family Dwelling District. Therefore, this zone change request will bring this lot into conformance with the current zoning ordinance and allow for the redevelopment of the site. Additionally, this property is in the process of platting.

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 2020 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.

PACKET

22.2

October 12, 2021

~~PACKET~~

~~30.457~~

~~February 14, 2024~~

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. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

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.

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 traditional neighborhood business including small-scale commercial, office, civic, and residential. The commercial uses should be low impact and provide a variety of neighborhood services. Therefore, the redevelopment of Senior Life Midland is compliant with the recommendations of the Tall City Tomorrow.

This request was approved at the September 7, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center, subject to condition A through C.

Conditions:

- A. That the use and development of this property shall conform to the regulations of the O-1, Office District.
- B. That this property shall conform to the site plan and elevations, which are attached hereto and incorporated herein as Exhibits "B".
- C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

Letters of Objection:

Staff has not received any letters of objection as of September 22, 2021.

Attachments:

PACKET

22.3

October 12, 2021

PACKET

30.48

Feb May 14, 2024

Application
Property Survey (Exhibit A)
Site Plan and Elevations (Exhibit B)
Maps
Ordinance No. 6723

Robert Patrick

City Manager's Office

PACKET

22.4

October 12, 2021

PACKET

307439

February 13, 2024

EXHIBIT "A"

SURVEY PLAT

(4.78 ACRES)
1443/06 M.C.D.P.

2.273 ACRES
BEING ALL OF
913/525 M.C.D.P.

LOT 1
SUNSET ACRES
FILE NO: 7011-17424 M.C.O.P.R.

LEGAL DESCRIPTION: Being 2.273 acres of land out of Section 36, Township 7 N., Range 4 E., County of Hamilton, Texas, and also being all of that certain 2.267 acres lot 1 described in Volume 913, Page 525 of the Official Public Land Records of Hamilton County, Texas, and also being described as follows, and as hereunto under the supervision of Grant T. L. Smith, Surveyor, on December 28, 2011.

BEGINNING at a 1/2 inch iron rod set in the front lot of the tract of 2.273 acres, the north line of a 20 foot alley and the east line of said Tract 2 for the northern corner of said 2.267 acre lot and the southeast corner thereof and from which an "X" and a concrete mound for the northeast corner of the certain tract described as File No. 913-525 of the Official Public Land Records of Hamilton County, Texas, being made, 1/2 inch iron rod set in the front lot of said 2.267 acre lot, East a distance of 13.75 feet.

THENCE with 75°55'37" East a distance of 282.00 feet along the north line of said 2.267 acre lot and the south line of said 2.267 acre lot to a 1/2 inch iron rod set in the front lot of said 2.267 acre lot, East a distance of 13.75 feet.

THENCE with 75°55'37" East a distance of 282.00 feet along the north line of said 2.267 acre lot and the south line of said 2.267 acre lot to a 1/2 inch iron rod set in the front lot of said 2.267 acre lot, East a distance of 13.75 feet.

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CURVE	ARC LENGTH	CHORD	CHORD BEARING	CHORD BEARING	CHORD BEARING
1	18.44'	18.44'	18.44'	18.44'	18.44'
2	18.44'	18.44'	18.44'	18.44'	18.44'
3	18.44'	18.44'	18.44'	18.44'	18.44'

CURVE	ARC LENGTH	CHORD	CHORD BEARING	CHORD BEARING	CHORD BEARING
4	18.44'	18.44'	18.44'	18.44'	18.44'
5	18.44'	18.44'	18.44'	18.44'	18.44'
6	18.44'	18.44'	18.44'	18.44'	18.44'

CURVE	ARC LENGTH	CHORD	CHORD BEARING	CHORD BEARING	CHORD BEARING
7	18.44'	18.44'	18.44'	18.44'	18.44'
8	18.44'	18.44'	18.44'	18.44'	18.44'
9	18.44'	18.44'	18.44'	18.44'	18.44'

CURVE	ARC LENGTH	CHORD	CHORD BEARING	CHORD BEARING	CHORD BEARING
10	18.44'	18.44'	18.44'	18.44'	18.44'
11	18.44'	18.44'	18.44'	18.44'	18.44'
12	18.44'	18.44'	18.44'	18.44'	18.44'

TRAIL NUMBER	SPECIES	DIAMETER
1	OAK	24"
2	OAK	24"
3	MESQUITE	6"
4	OAK	10"
5	OAK	12"
6	OAK	16"
7	OAK	12"
8	OAK	12"
9	PECAN	21"
10	PECAN	14"
11	PECAN	10"
12	PECAN	16"

PACKET

22.9

October 12, 2021



FRACKEET

307460

February 13, 2024

NEW FACILITY 3045

February 12, 2024

VANDERGRIFF GROUP
ARCHITECTS • PC
512 N. 250 SPRING SUITE 500 AUSTIN, TEXAS
P 512/476-3000 FAX 512/476-3001

PAGE 102
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DATE 07/02/11
SOURCE 10704

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**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: 2-21-0256
Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: Stephen T. Marcum, P.E.		Phone (432) 685-1226 Email smarcum@skylinecivilgroup.com	
Address 3323 N. Midland Drive, STE 113-166	City Midland	State TX	Zip 79707

Property Owner Printed Name: Community & Senior Services of Midland		Phone (432) 689-6693 Email	
Address 3301 Sinclair Ave.	City Midland	State TX	Zip 79707

Representative (if different from Applicant or Property Owner) Firm: Skyline Civil Group, LLC Printed Name: Stephen T. Marcum, P.E.		Phone () Email	
Address Same as Above	City	State	Zip

Street Address: 3301 Sinclair Ave.	
Legal Description Lot: Block: Subdivision: RE: Survey Attached Herein	

Current Zoning: SF1	Proposed Zone: O-1 (List by tracts if more than one district is requested)
Reason for Zone Change Request: Commercial Business / Office Proposed Community driven business / very important/appreciated by senior's within The Midland Community.	

Present Use of Property: Senior Life Facility / Meals on Wheels / Meal Preparation and Delivery
--

Proposed Use of Property: Same Use

How would this zone change affect the public health, safety and welfare? Community driven business / very important/appreciated by senior's within The Midland Community.

Describe how conditions affecting the property have changed since present zoning designation: N/A Community driven business / very important/appreciated by senior's within The Midland Community.
--

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)
--

PACKET

22.12

October 12, 2021

PACKET

30.7.63

February 13, 2024

Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature): <u>SA</u>	Date: 08.01.21
Applicant (printed): Stephen T. Marcum	
Property Owner (signature): <u>Kathleen K. Haynie (SLM)</u>	Date: 08.01.21
Property Owner (printed): <u>Kathleen K. Haynie (Senior Life Midland)</u>	
The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> 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 Stephen T. Marcum who, being by me duly sworn, upon oath says: That (s)he is the owner of Kathleen K. Haynie or authorized by Senior Life Midland 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.

SA
Authorized Agent (signature)

Subscribed and sworn to before me, this 11th day of August, 2021, to certify which witness my hand and seal of office.



Rebekah Taylor
Notary Public, State of Texas
Notary ID 449819-2
My Commission Exp. 06-23-2024

Rebekah Taylor
DeChavez Taylor
Lubbock County
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: _____

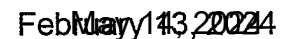
Application will not be considered for scheduling until reviewed by a planner

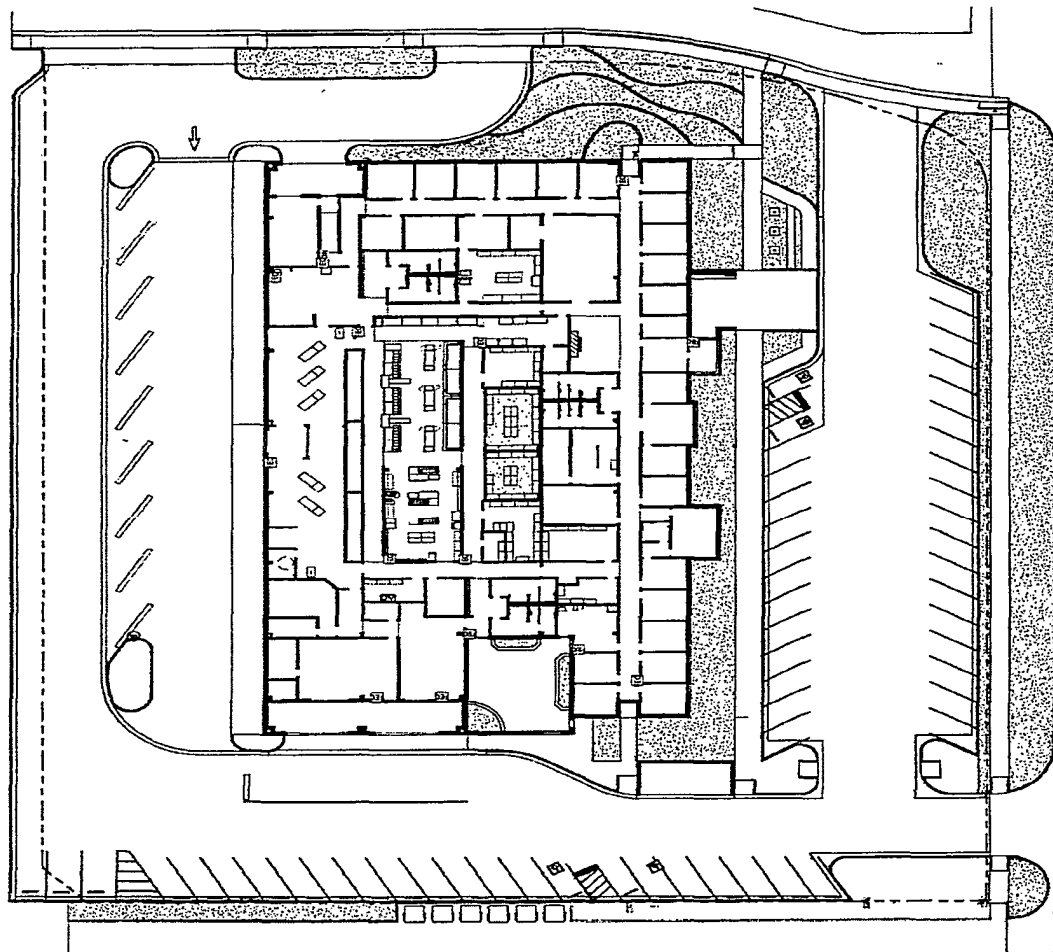
PACKET 22.13 October 12, 2021
Special Exception Application 2 Revised 12/6/16

PACKET

30.48

Feb 14, 2024

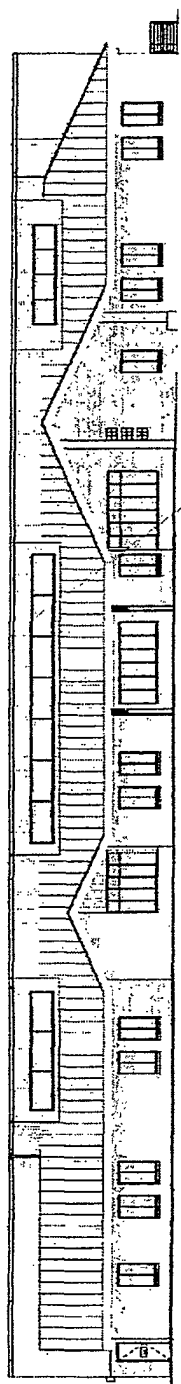




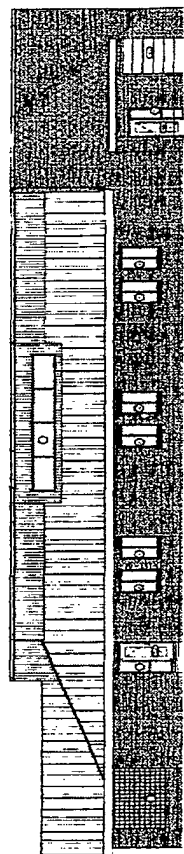
October 12, 2021
February 13, 2024
VANBERGRIFF GROUP
ARCHITECTS • PC
221 L. HARRISON BLVD. SUITE 200
FARMINGTON, CT 06030
TEL: 860.676.1234
WWW.VANBERGRIFFGROUP.COM

NEW FACILITY

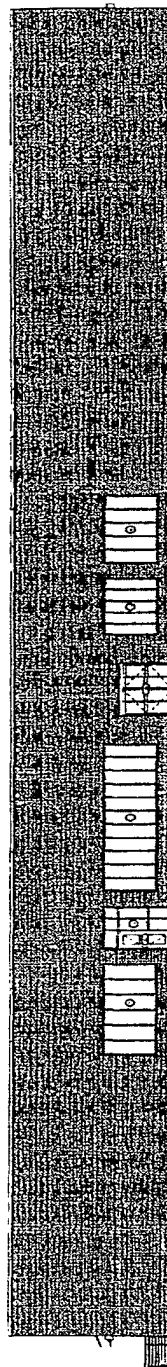
X-A002 SITE PLAN PACKET
DATE: 11.17.23
PROJECT: CHANDLER SENIOR LIFE HOUSING FACILITY, CHANDLER, MA
SHEET: 11 OF 14



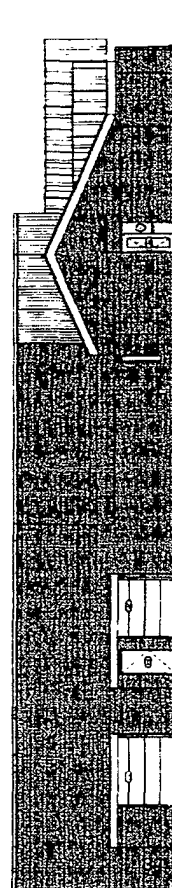
1 SOUTH ELEVATION EXHIBIT



2 EAST ELEVATION EXHIBIT



3 NORTH ELEVATION EXHIBIT



4 WEST ELEVATION EXHIBIT

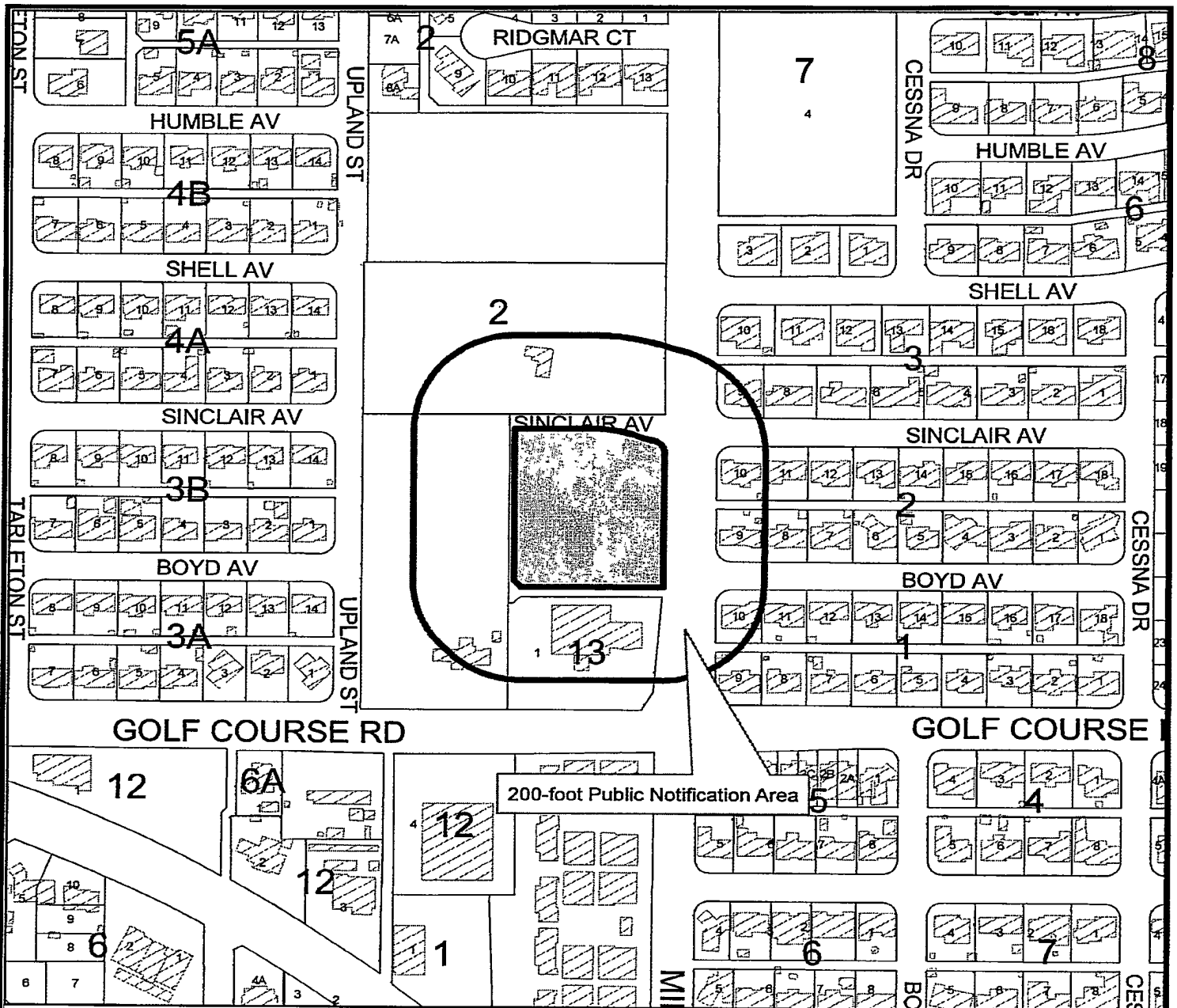
X-1.05 ELEVATIONS
PACKET

NEW FACILITY

30.5.16

2024.05.14

2024.05.14



LOCATION MAP

Z-21-0256

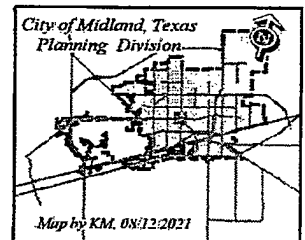
Scale: 1" = 200'

Consider a request by Stephen T. Marcum for a zone change from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center on a 2.273-acre tract of land located in Section 20, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of Packard Road and Sinclair Avenue. 22.17 (Council District 3)

LEGEND

- CITY LIMITS
- ▭ PARCEL
- ▨ PRIVATE BLDGS

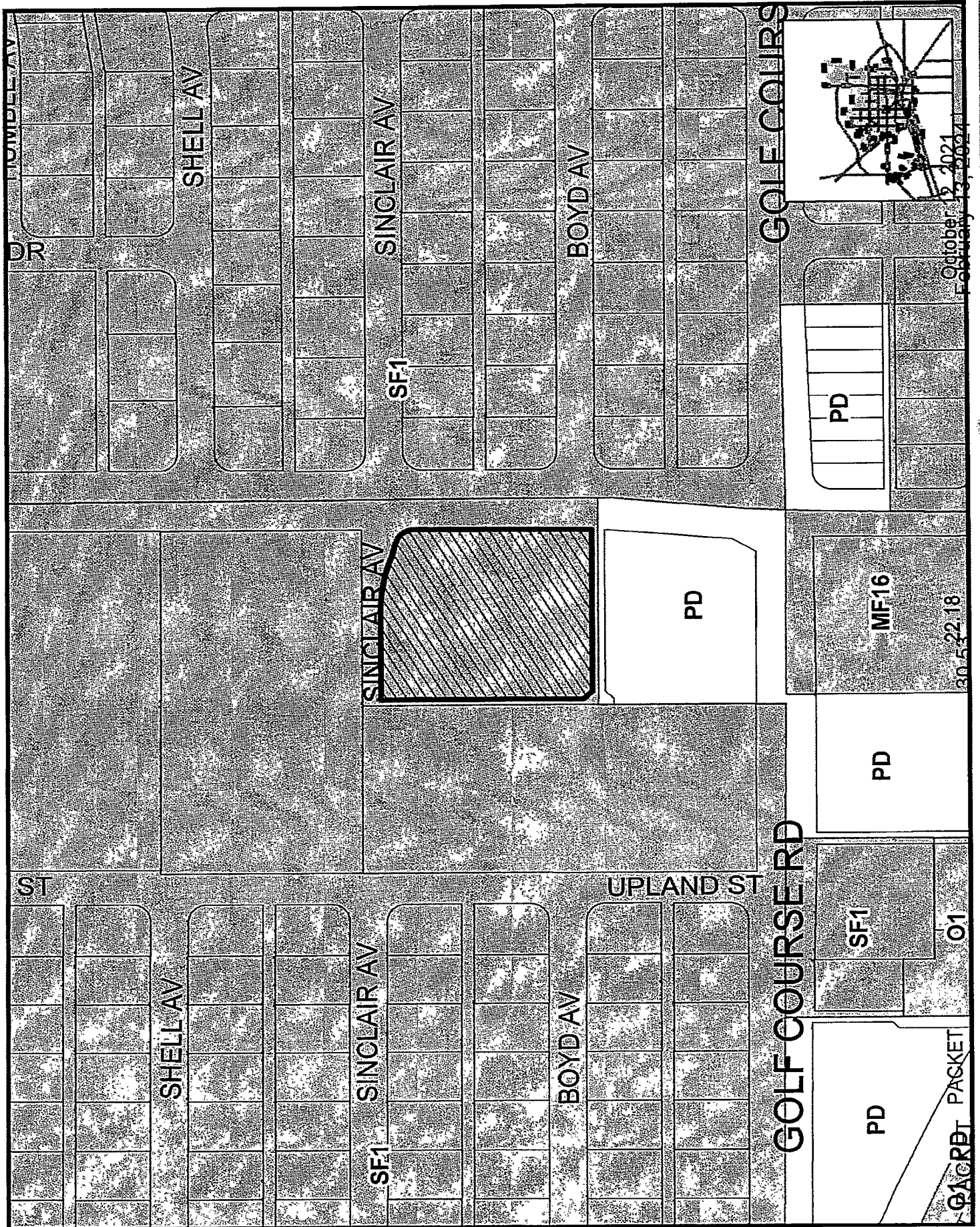


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October 1, 2021

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ZONING MAP

Scale: 1" = 200'

Z-21-0256

Map By KAM, 08/12/2021

ORDINANCE NO. 6723

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF CERTAIN PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED "1F-1", ONE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT FOR A SENIOR CITIZENS CENTER; MAKING SAID PERMIT SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF ONE THOUSAND DOLLARS (\$1,000.00); AND ORDERING PUBLICATION

WHEREAS, the Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit, set out hereinafter, subject to the special conditions and restrictions set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned "1F-1", One-Family Dwelling District, to wit:

The N/380' of the E/2 of the S/2 of Tract 2, Sunset Acres Addition to the City of Midland, Midland County, Texas:

is hereby changed to permit said premises to be used under a Specific Use Permit for a Senior Citizens Center, together with the uses permitted in a "1F-1", One-Family Dwelling District, subject to the following conditions:

A. That the use and development of this tract for a Senior Citizens Center shall conform to the site plan attached hereto as Exhibit "A" and made a part hereof for all legal purposes.

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22.19

October 12, 2021

PACKET

30740

February 13, 2024

B. That permitted activities shall be limited to those defined under Section 11-1-10-(A)-33-b of the City Code of Midland, Texas, pertaining to a Senior Citizens Center.

C. That the hours of operation shall not exceed 7:00 a.m. to 10:00 p.m. daily.

D. That the number of paid and volunteer staff members shall not exceed 20 at any time.

E. That the gross area of office space shall not exceed 6,971 square feet, including both the main and detached structures.

F. That the kitchen area, as located on Exhibit "A" shall not exceed 765 square feet in area, and may be used for the preparation of meals for both on-site and off-site serving. The maximum number of vehicle arrivals to distribute offsite meals shall not exceed 15 per day, and the number of on-site meals served shall not exceed 48 per day.

G. That any combination of group meetings, seminars, counseling services, director meetings or similar group activities shall be limited to a total of 30 participants at any time.

H. A van shall be available for the purpose of transporting participants to and from the center and shall be used to the greatest extent practical for reducing the number of personal vehicle trips to the center.

I. Adult day care shall be limited to 20 participants, in addition to persons attending counseling sessions or other group activities.

J. That the respective staff and participant limits stated above shall not apply to special receptions, meetings, and other similar group activities held not more than four (4) days per year.

SECTION TWO. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding one thousand dollars (\$1,000.00).

SECTION THREE. 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 16th day of December, A.D., 1986; and passed to second reading on motion of Council member Corrales, seconded by Council member Godfrey, by the following vote:

Council members voting "AYE": Corrales, Godfrey, Heck, Marcum, Fish and Rendall

PACKET

22.20

October 12, 2021

-2-

PACKET

30.551

February 13, 2024

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 Corrales, seconded by Council member Godfrey, on the 22nd day of December, A.D., 1986, at a special meeting of the City Council:

Council members voting "AYE": Corrales, Godfrey, Heck, Rendall, Marcum and Fish

Council members voting "NAY": None

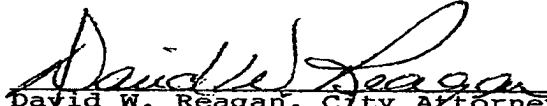
PASSED AND APPROVED THIS 22nd day of December, A.D., 1986.


Carroll M. Thomas, Mayor

ATTEST:


B. C. Clanton, City Secretary

APPROVED AS TO FORM:


David W. Reagan, City Attorney

PACKET

22.21

October 12, 2021

-3-

PACKET

30.562

February 13, 2024

N. MIDKIFF ROAD

MIDLAND COUNTY, TEXAS

WENT DOWN: 77 AIRFALLS;
FUEL: 215,000 LBS. @ 115.30 PER GALLON WAS USED FOR 20.8 HOURS AND
BY THE FUELING OPERATIONS.

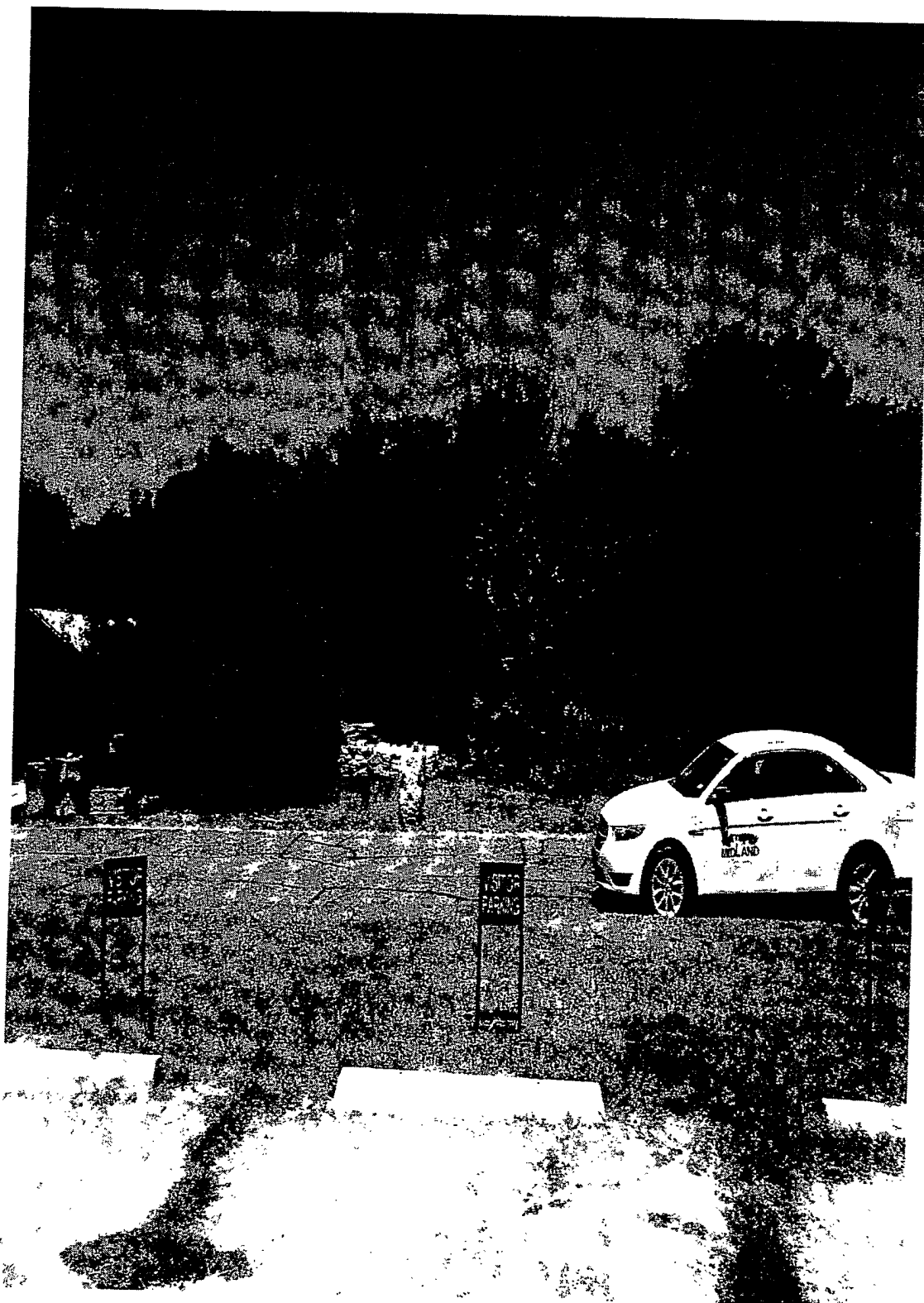
— 100 —

Call 119 311 9 3037, 106

9. James Cunningham & Co., Ltd.
 Ltd has since 1936
 9. James, 17111 17111-17111

Camille DALLA

EXHIBIT 21



PACKET

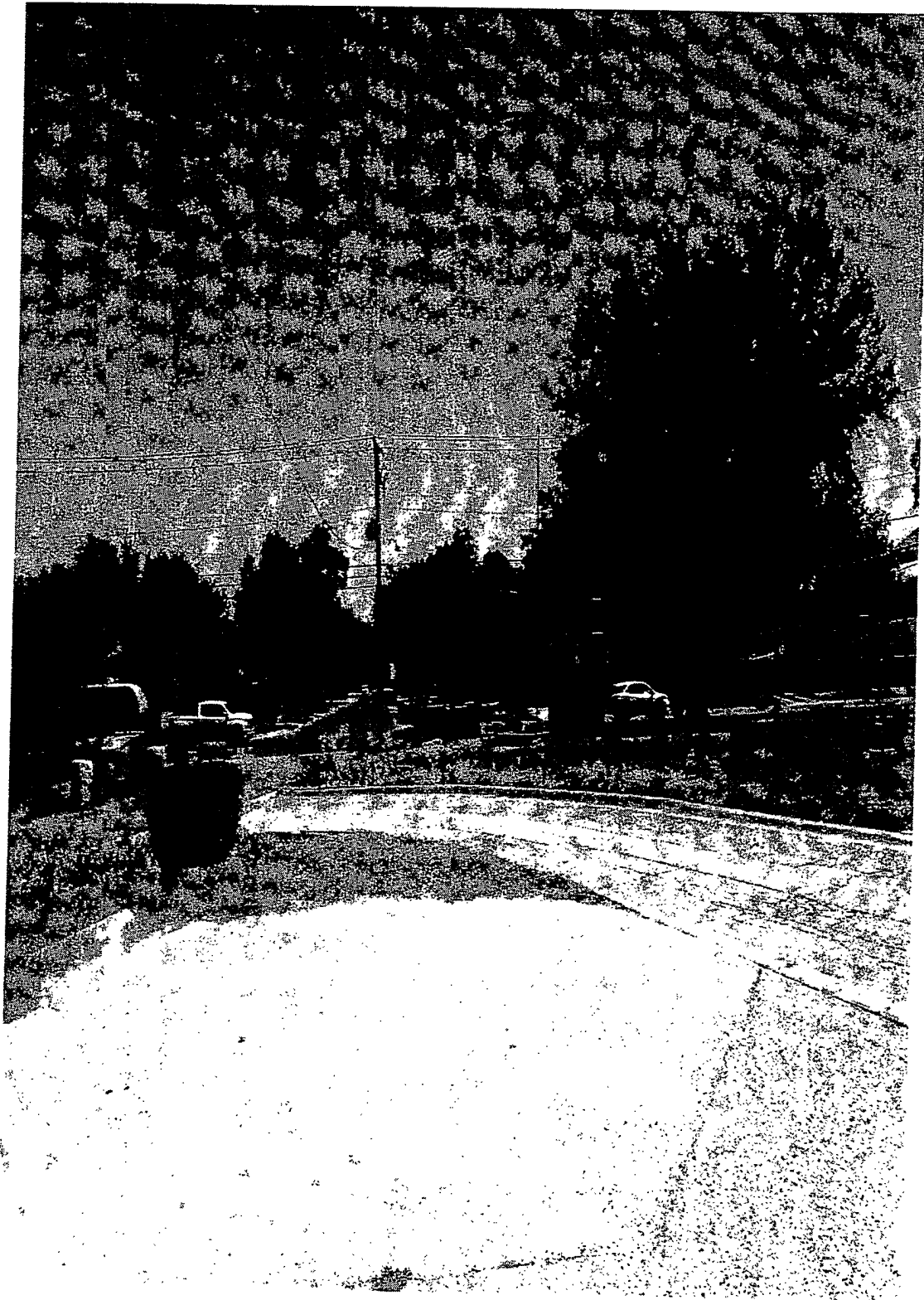
22.23

October 12, 2021

PACKET

30.5874

May 14, 2024
February 13, 2024



PACKET

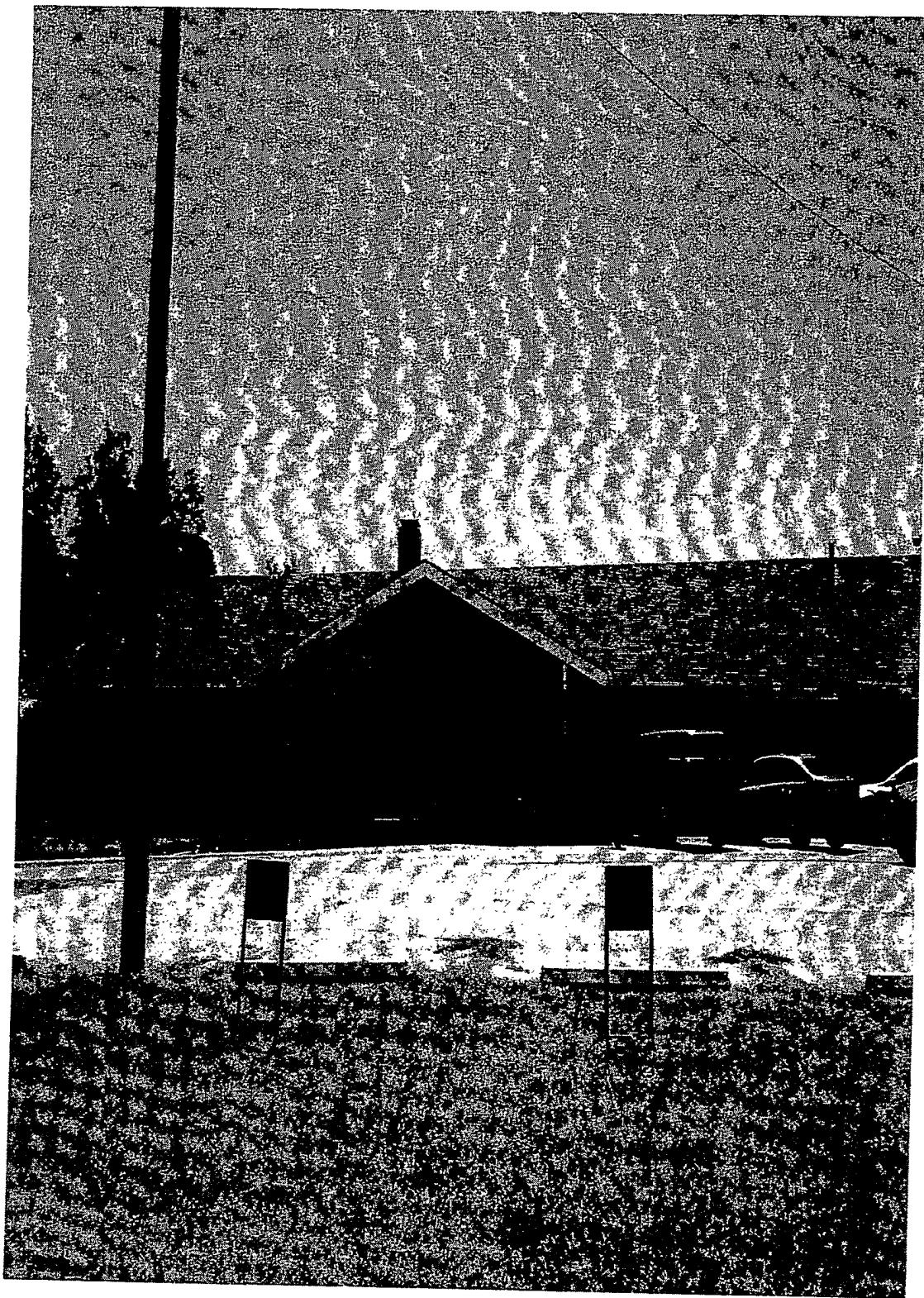
22.24

October 12, 2021

PACKET

30.595

May 14, 2024
February 13, 2024



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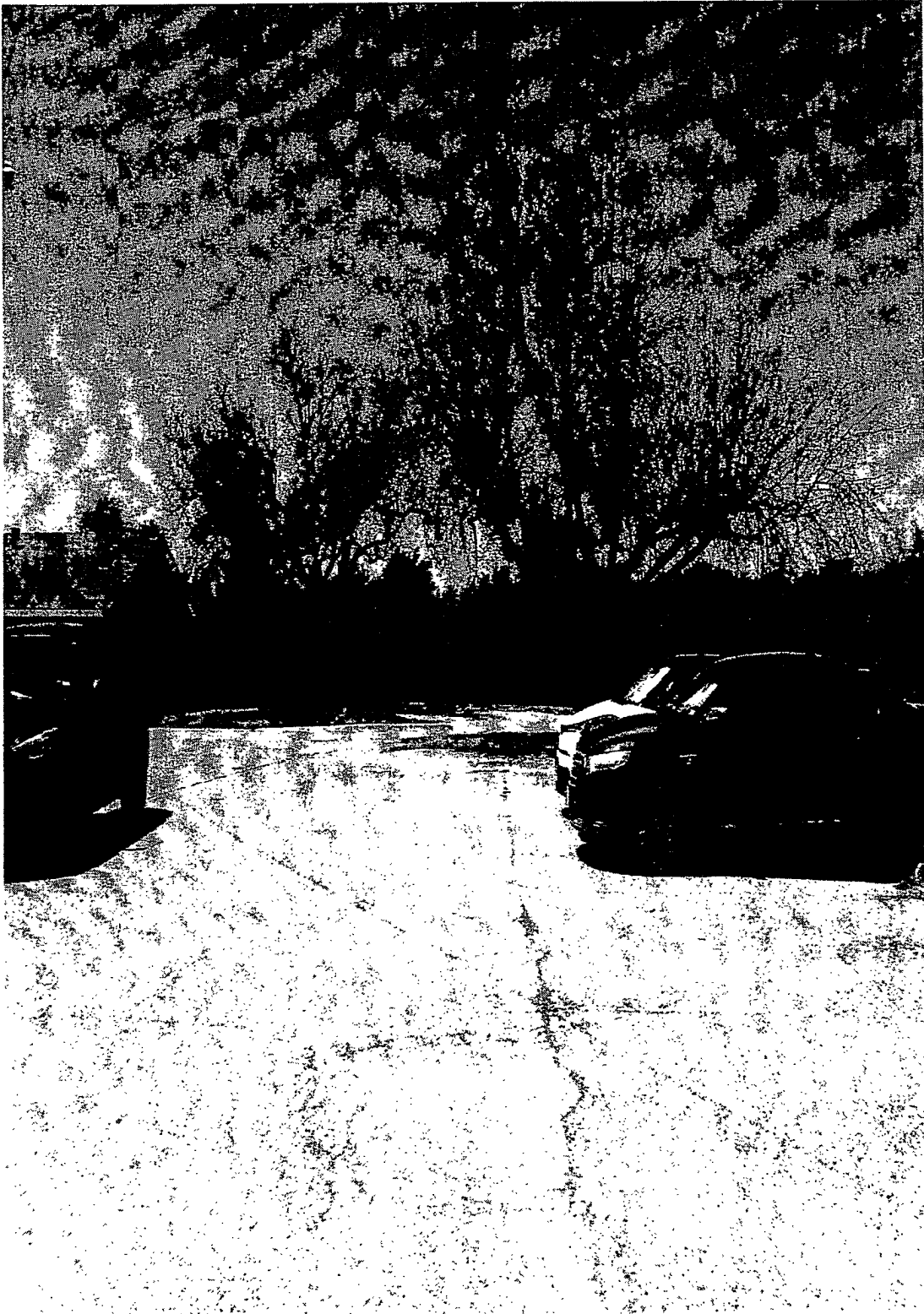
22.25

October 12, 2021

PACKET

30.606

May 14, 2024
February 13, 2024



PACKET

22.26

October 12, 2021

PACKET

30.61^{27.77}

May 14, 2024
February 13, 2024



Landon J. Ochoa

From: LReyna@midcad.org
Sent: Friday, January 5, 2024 12:39 PM
To: Landon J. Ochoa
Subject: Re: Community & Senior Services Vacation
Attachments: V-23-0058, TaxVacMCAD vac ltr.pdf; V-23-0058, Location Map.pdf; V-23-0058, Revised Survey.pdf
Importance: High



Use R47181 to map

Market value .25 ac

10,890 sq ft X .70 = \$ 7623

Here ya go Sir!

Thank you,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: "Landon J. Ochoa" <ljochoa@midlandtexas.gov>
To: Lisa Reyna <lreyna@midcad.org>
Date: 01/04/2024 04:35 PM
Subject: Community & Senior Services Vacation

Good afternoon, Lisa.

I hope you enjoyed the holidays and are well. Can you please provide me a valuation on property described in the attached documents? A request to vacate it has been submitted.

Respectfully,

Landon Ochoa
Senior Planner
Planning Division

PACKET

27.79
i

May 14, 2024

Development Services
O. 432-685-7405
ljochoa@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Landon J. Ochoa

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Thursday, January 4, 2024 5:11 PM
To: Landon J. Ochoa; Eron Zapata
Subject: RE: External E-mail - Community & Senior Services Vacation
Attachments: Screenshot 2024-01-04 170354.png



Landon,

Optimum has aerial fiber & coax plant on the poles on the west side poles off of, N Midkiff Rd.

I have attached a GoogleEarth Picture on here.

The vacated area I highlighted in purple shows the vacated area that our plant is on the pole.

Is the developer removing that pole or relocating it? If it is going to be removed there will be a cost for us to relocate our plant at their cost.

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Thursday, January 4, 2024 4:26 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: External E-mail - Community & Senior Services Vacation

[External Email]

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Good morning, Luis and Eron.

Please see the attached letter and supporting documents and provide comments by January 12, 2024 as this request will be going to the January 23, 2024 City Council meeting. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405
ljochoa@midlandtexas.gov



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Landon J. Ochoa

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Tuesday, January 16, 2024 9:11 AM
To: Landon J. Ochoa
Subject: Re: Community & Senior Services Vacation



The only services Astound has is along Midkiff Rd going North and South from looking at our maps.

Thank You

Ruben Guerra

Construction Coordinator

O: 432-272-3088

C: 432-653-9369

Ruben.Guerra@astound.com

Astound Business Solutions

Powered by RCN | Grande | Wave

astound.com

On Thu, Jan 4, 2024 at 4:26 PM Landon J. Ochoa <ljochoa@midlandtexas.gov> wrote:

Good morning, Ruben.

Please see the attached letter and supporting documents and provide comments by January 12, 2023 as this request will be going to the January 23 City Council meeting. Thank you!

Respectfully,

Landon Ochoa

Senior Planner

Planning Division

Development Services

O. 432-685-7405

ljochoa@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Landon Ochoa
Senior Planner/Planning Div.
300 N. Loraine
Midland, Texas 79701

January 5, 2023

Re: Case Name: Community & Senior Services
Case Number: V-23-0058

Mr. Ochoa,

Atmos Energy has no objection to the above referenced changes to the street and alley right of way located west of Midkiff Road. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.
Please let me know if you have any further questions.

Sincerely,

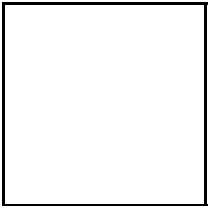
A handwritten signature in black ink that reads "Mark Lieb".

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
mark.lieb@atmosenergy.com

Landon J. Ochoa

From: Landon J. Ochoa
Sent: Tuesday, January 16, 2024 11:41 AM
To: Landon J. Ochoa
Subject: FW: Community & Senior Services Vacation

From: Molina, Sergio <Sergio.Molina@oncor.com>
Sent: Friday, January 12, 2024 7:09 PM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Cc: Arguello, Martin <Martin.Arguello@oncor.com>; Hamilton, Hannah <Hannah.Hamilton@oncor.com>
Subject: RE: Community & Senior Services Vacation



Landon,

Oncor has underground facilities with an easement on the property that serves the WTX Food Bank and another. Oncor will work with the developer to relocate these facilities as needed. Note that new easements may be needed as well as appropriate relocations costs, these topics will be discussed with the site developer.

Let me know if further information is needed.

Sergio Molina, P.E.

Oncor | NCM Manager WTX

Cell: 214.970.4143

My Manager: Hannah Hamilton

Cell: 432.894.4601 email: Hannah.Hamilton@oncor.com

From: Landon J. Ochoa <ljchoa@midlandtexas.gov>
Sent: Friday, January 12, 2024 3:36 PM
To: Arguello, Martin <Martin.Arguello@oncor.com>; Hamilton, Hannah <Hannah.Hamilton@oncor.com>; Molina, Sergio <Sergio.Molina@oncor.com>
Subject: RE: Community & Senior Services Vacation

WARNING: This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.

Good afternoon, All.

We urgently need comments from Oncor on this. Do y'all have anything?

From: Landon J. Ochoa
Sent: Thursday, January 4, 2024 4:29 PM
To: Martin Arguello <martin.arguello@oncor.com>; Hamilton, Hannah <Hannah.Hamilton@oncor.com>; Molina, Sergio <Sergio.Molina@oncor.com>
Subject: Community & Senior Services Vacation

Good afternoon,

Please see the attached letter and supporting documents and provide comments by January 12, 2024 as this request will be going to the January 23, 2024 City Council meeting. Thank you!

Respectfully,

Landon Ochoa

Senior Planner
PACKET

Planning Division

Development Services

O. 432-685-7405

ljochoa@midlandtexas.gov

<image001.png>

<image002.png>

<image003.png>

<image004.png>

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Landon J. Ochoa

From: GONZALEZ, VINCENT <vg064q@att.com>
Sent: Wednesday, January 17, 2024 10:58 AM
To: Landon J. Ochoa
Subject: RE: Community & Senior Services Vacation



Yes I'll be okay with this vacation with the condition that a utility access easement be retained until all utilities have been relocated at the cost of the developer.

VINCENT GONZALEZ

SR SPECIALIST-OSP DESIGN ENGINEER
MIDLAND
North Texas Market, Access Construction & Engineering

AT&T Technology Operations

410 W Missouri, 2ND Flr, Midland, TX 79701
m 432.559.2890 | VG064Q@att.com

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From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Wednesday, January 17, 2024 8:41 AM
To: GONZALEZ, VINCENT <vg064q@att.com>
Subject: RE: Community & Senior Services Vacation

Good morning, Vincent.

I hope Ed gets you the answers you need. But unfortunately, we are very low on time as this vacation request will need to be finalized on the City Council agenda today. With your current information, would you be able tell me if you'd be okay with this vacation with the condition that a utility access easement be retained until all utilities have been relocated at the cost of the developer?

If you can tell me this, then that would help me move forward.

From: GONZALEZ, VINCENT <vg064q@att.com>
Sent: Tuesday, January 16, 2024 1:02 PM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Subject: RE: Community & Senior Services Vacation

Ok I'll have to look into this a little more. I do show that we do have copper cable and fiber cable in that easement. We did have fiber going to the old building that was demolished and fiber equipment that belongs to AT&T do you happen to know if they still have this? Can please have a contact to see if they still have the equipment. I'll have if we can vacate this easement and maybe we can retire in place the copper if there is no customers to the pedestal in the rear of that alley.

VINCENT GONZALEZ

SR SPECIALIST-OSP DESIGN ENGINEER

MIDLAND

North Texas Market, Access Construction & Engineering

AT&T Technology Operations

410 W Missouri, 2ND Flr, Midland, TX 79701

m 432.559.2890 | VG064Q@att.com

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From: Landon J. Ochoa <ljochoa@midlandtexas.gov>

Sent: Tuesday, January 16, 2024 10:45 AM

To: GONZALEZ, VINCENT <vg064q@att.com>

Subject: RE: Community & Senior Services Vacation

Here you go Vincent. The property owner is requesting to vacate the portion shown in the survey. Please let me know if y'all have utilities in the area. If you do, please let me know if you are okay with the vacation as long as the applicant pays to relocate them.

From: GONZALEZ, VINCENT <vg064q@att.com>

Sent: Tuesday, January 16, 2024 8:41 AM

To: Landon J. Ochoa <ljochoa@midlandtexas.gov>

Subject: RE: Community & Senior Services Vacation

This is in my area of Midland could you please send the attachment. I didn't see that Jerry added it. Thanks.

VINCENT GONZALEZ

SR SPECIALIST-OSP DESIGN ENGINEER

MIDLAND

North Texas Market, Access Construction & Engineering

AT&T Technology Operations

410 W Missouri, 2ND Flr, Midland, TX 79701

m 432.559.2890 | VG064Q@att.com

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From: UNDERWOOD, JERRY <ju1659@att.com>
Sent: Tuesday, January 16, 2024 6:07 AM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Cc: GONZALEZ, VINCENT <vg064q@att.com>
Subject: RE: Community & Senior Services Vacation

Vincent,

This one is yours off of Midkiff and Sinclair.

Thanks,
Jerry

Jerry Underwood
Sr. Specialist OSP Design Engineer
Midland Engineering
AT&T

AT&T Technology Operations
410 W Missouri, Midland, TX 79701
m 432-296-2821 / ju1659@att.com

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Friday, January 12, 2024 3:33 PM
To: UNDERWOOD, JERRY <ju1659@att.com>
Subject: RE: Community & Senior Services Vacation

Jerry,

We urgently need comments from you on this.

From: Landon J. Ochoa
Sent: Thursday, January 4, 2024 4:30 PM
To: Jerry Underwood <ju1659@att.com>
Subject: Community & Senior Services Vacation

Good afternoon, Jerry.

Please see the attached letter and supporting documents and provide comments by January 12, 2024 as this request will be going to the January 23, 2024 City Council meeting. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405
ljochoa@midlandtexas.gov



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