

**CITY OF MIDLAND, TEXAS  
AGENDA FOR CITY COUNCIL MEETING  
May 28, 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 Phil Teaney, Home Line 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. Swearing in of Council Member Elect Eric Davidson.
  - 3b. Presentation of Proclamation for the “TLCA Girls Softball State Champions Day”.
  - 3c. Presentation from Planning and Development Officer Elizabeth Triggs regarding Dangerous Building Update.
  - 3d. Presentation from Director of Engineering Gabe McClelland regarding Cleaner, Better Midland:Community Initiatives.
  - 3e. Presentation from Director of Finance Christy Weakland regarding an All Funds Summary.
  - 3f. Presentation from Chief of Staff Taylor Novak and Project Manager Kiara Taylor regarding Customer Service Initiative and Introducing SeeClickFix and Ask Jacky.
  - 3g. Presentation from Utilities Director Carl Craigo regarding Comprehensive Water Strategy and Needs.

**CONSENT AGENDA**



4. MOTION APPROVING THE FOLLOWING MINUTES:
  - 4a. REGULAR SESSION OF MAY 14, 2024
5. 2024-084 – RESOLUTION ADOPTING A CAPITAL FUNDING PLAN FOR WATER AND WASTEWATER IMPROVEMENTS **(DISTRICT: NONE) (FINANCE) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
6. 2024-085 – 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. 058-2024 – MOTION APPROPRIATING THE SUM OF \$98,080.61 FROM THE MUNICIPAL COURT SECURITY FUND UNAPPROPRIATED FUND BALANCE TO A PROJECT ACCOUNT DESIGNATED FOR THE MUNICIPAL COURT SECURITY SYSTEM **(DISTRICT: NONE) (FINANCE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
8. 2024-086 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$1,176,750.00 WITH DUNAWAY ASSOCIATES LP FOR ARCHITECTURAL, LANDSCAPE, AND ENGINEERING SERVICES FOR PHASE 2 AND PHASE 3 OF THE BEAL PARK RENOVATION AND CONSTRUCTION PROJECT; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
9. 2024-087 – RESOLUTION AUTHORIZING THE PURCHASE OF AN ENCOM SCHOOL ZONE FLASHER SYSTEM FOR 120 LOCATIONS FROM TEXAS HIGHWAY PRODUCTS, LTD, THROUGH BUYBOARD FOR A TOTAL COST OF \$337,280.50; AND TRANSFERRING FUNDS **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
10. 2024-088 – RESOLUTION AWARDING A CONTRACT TO BELT CONSTRUCTION OF TEXAS LLC IN THE AMOUNT OF \$46,845,505.00 FOR THE NORTHEAST SEWER LINE PROJECT; AND APPROPRIATING AND TRANSFERRING FUNDS **(DISTRICT 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
11. 2024-089 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. OF SANTA FE SPRINGS, CALIFORNIA, TO PROVIDE SCHOOL CROSSING GUARD SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT AT A TOTAL COST OF \$839,710.80; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

12. 059-2024 – MOTION APPROVING THE APPROPRIATION OF \$1,721,430.00 FROM THE MIDLAND DEVELOPMENT CORPORATION'S 2022-2023 FISCAL YEAR BUDGET TO BE USED FOR PROMOTIONAL PURPOSES, AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
13. 2024-090 – RESOLUTION ADOPTING A DECORUM AND PROCEDURES POLICY FOR THE CITY COUNCIL **(DISTRICT: ALL) (CITY SECRETARY'S OFFICE) (TRANSPARENT & CONSISTENT COMMUNICATION)**
14. 2024-091 – RESOLUTION AUTHORIZING THE CITY'S DIRECTOR OF FINANCE TO ISSUE A REFUND OF THE APPLICATION FEE PAID BY ANY APPLICANT ON OR AFTER JULY 1, 2019, TO REZONE A TRACT OF LAND LOCATED IN COUNCIL DISTRICT 2 FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT OR C, COMMERCIAL DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT, SF-2, SINGLE-FAMILY DWELLING DISTRICT, OR SF-3, SINGLE-FAMILY DWELLING DISTRICT **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

## **SECOND READINGS**

15. 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**
16. 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**
17. 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**

18. 10522 – 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) STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE**
19. 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 HEARINGS**

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

20. 060-2024 – HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE CDBG PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2024-2025 CDBG GRANT APPLICATION SUBMISSIONS AND THE FOURTH YEAR ACTION PLAN IN ACCORDANCE WITH THE FIVE-YEAR CONSOLIDATED PLAN GOALS **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**
21. 10524 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 24C, PACKET

BLOCK 6, CRESTGATE ADDITION, SECTION 27, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH APPROXIMATELY 350 FEET EAST OF NORTH MIDLAND DRIVE), 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)**

22. 10525 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 31A, BLOCK 39, FAIRMONT PARK ADDITION, SECTION 38, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 920 FEET NORTH OF TREMONT AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE IN A HOTEL LOUNGE 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)**
23. 10526 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,799-SQUARE FOOT PORTION OF THE SOUTH 32 FEET OF LOT 2 AND ALL OF LOTS 3 THROUGH 6, BLOCK 205, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH BIG SPRING STREET AND WEST NEW JERSEY AVENUE), 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**
24. 10527 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 60, 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 LEE 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. 10528 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 60, 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 SOUTH LEE STREET AND 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)**
26. 10529 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 60, 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 LEE STREET, APPROXIMATELY 110 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)**
27. 10530 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7 AND THE SOUTH 48 FEET OF LOT 8, BLOCK 41, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH WEBSTER STREET, APPROXIMATELY 65 FEET SOUTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE**
28. 10531 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 22, BLOCK 6, GREATHOUSE ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SPENCE DRIVE AND WIMBERLEY SPRING COURT), BY PERMITTING 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 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE) **(DISTRICT 4) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

29. 10532 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 92, WILSHIRE PARK ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF THOMASON DRIVE, APPROXIMATELY 240 FEET WEST OF SOUTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE) **(DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**
30. 10533 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A ONE-ACRE TRACT OF LAND OUT OF TRACT 1, BIZZELL KISER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST MONTGOMERY AVENUE, APPROXIMATELY 135 FEET EAST OF SOUTH FORT WORTH 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) **(DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

### **MISCELLANEOUS**

31. 10534 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF JULY 1, 2024; AND ORDERING PUBLICATION **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

### **PUBLIC COMMENT**

32. 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**

33. 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 551.087, Deliberate Economic Development Negotiations
    - a.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.
  - b. Section 551.072, Deliberation Regarding Real Property
    - b.1. Discuss the purchase, exchange, lease or value of real property.
  - c. Section 551.071, Consultation with Attorney
    - c.1. Discuss matters in which the duty of the attorney(s) 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.

Respectfully Submitted,

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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  
May 14, 2024**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., May 14, 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 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.

Mayor Blong presented Midland 101 graduates with certificates of completion for their successful year going through the program.

- 3b. Presentation of Proclamation for the “TLCA Track State Champions Day”

Council Member Poole presented a proclamation to the TLCA Track State Champions.

- 3c. Presentation of Proclamation for the “TLCA Band State Champions Day”

Council Member Amy Stretcher Burkes presented a proclamation to the TLCA Band



State Champions.

3d. Presentation of Proclamation for “ALS Awareness Month”

Council Member Norman presented a proclamation for ALS Awareness Month.

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

Planning & Development Officer Elizabeth Triggs gave a brief presentation of the developments of Hogan Park Golf Course. Mrs. Triggs reviewed how the City is maximizing Hogan Parks’ potential by seizing a unique market position, adjusting fees strategically and providing information on local rate comparisons. Mrs. Triggs also answered questions from Council.

Finance Director Christy Weakland reviewed the annual debt service for golf.

City Manager Tommy Gonzalez reported the City is working to have the golf course stand on its’ own instead of receiving help from the general fund. He also explained how the use of Certificates of Obligation (CO’s) can be helpful in this area.

George Williford, Hilltop Securities, spoke on the history of CO’s and the reasoning behind combining them.

The full presentation may be found on the City of Midland’s website at [www.midlandtexas.gov](http://www.midlandtexas.gov).

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

Assistant City Manager Jose Ortiz gave a brief presentation on Solid Waste needs, discussed service comparisons between several cities and reviewed capital projects with an estimated cost of \$40 million. Mr. Ortiz then reviewed the funding plan and why it’s important to invest in our sanitation needs.

3g. Presentation from Utilities Director Carl Craigo regarding Comprehensive Water Study.

Utilities Director Carl Craigo gave a brief presentation regarding a comprehensive water strategy. Strategic Initiatives include ensuring 100 years of water supply; enhancing water quality and safety to get to 75 years of water supply and collaborative regional water strategy. The vision for the next five years include future planning and sustainability; innovative water reuse projects and infrastructure modernization initiatives. Mr. Craigo reviewed sustainability: future water investments and the need for rate increases.

The City of midland has not increased water rates since October of 2018. Mr. Craigo reviewed water sources, where these sources come from, the need to be proactive with drought preparation management initiatives, infrastructure developments for

sustainable water use and the adjustment of watering schedules as a precautionary step.

## **CONSENT AGENDA**

### **4. MOTION APPROVING THE FOLLOWING MINUTES:**

#### **4a. REGULAR SESSION OF APRIL 23, 2024**

- 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 AWARDED 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 AWARDED 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 AWARDED 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 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)**

Robin Poole moved to approve consent agenda items 4-18, excluding items 5 & 6; seconded by John Norman.

The motion passed by the following vote:

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

NAY: None

PACKET

4a.4

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MINUTES

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ABSTAIN: None  
ABSENT: None

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

5. 2024-074 – RESOLUTION ADOPTING A CAPITAL FUNDING PLAN FOR SANITATION INFRASTRUCTURE AND GOLF COURSE IMPROVEMENTS

Finance Director Christy Weakland reported that item number five is the capital funding plan. Item number six is giving authority or notice of intent for CO's.

City Attorney John Ohnemiller reported that what the Council will be voting on today is to publish notice of the intent, however, it will come back in July for an actual vote.

Jack Ladd moved to approve Resolution No. 2024-074; 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

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

Item six was discussed along with item five.

Jack Ladd moved to approve Resolution No. 2024-075; 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

## **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**  
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## OUR INFRASTRUCTURE

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

Jack Ladd moved to approve the second and final reading of Ordinance No. 10513; 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

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**

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

Jack Ladd moved to approve the second and final reading 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

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;

PACKET

4a.6

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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)**

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

Jack Ladd moved to approve the second and final reading of Ordinance No. 10517; seconded by Robin Poole.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Dufford

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**

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

John Norman moved to approve the second and final reading of Ordinance No. 10518; seconded by Jack Ladd.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Dufford

## **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  
PACKET

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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**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10519.

Development Services Planning Manager Xavier Bauguess gave a brief overview of the item noting it is for a Specific Use Designation (SUD) at 1507 Todd Drive for Zoo Midland. Mr. Bauguess reported on several elements of the request to include the size and types of structures that will be on the property. Staff recommends approval of SUD without term.

Mayor Blong opened the public hearing at 11:21 a.m.

Charles Harrington, 3203 Boyd Avenue, reported this building will be used to temporarily house animals as they arrive. It will be a place to check them out and get them ready for their new destination at the Zoo. They will also have a tree farm and greenhouse so they will be able to grow food for the animals. Mr. Harrington answered questions from Council such as types of animals and timeline of the park opening.

There being no one else wishing to speak, the public hearing was closed at 11:27 a.m.

Amy Stretcher Burkes moved to approve the first of two readings of Ordinance No. 10519; 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. 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**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10520.

Development Services Planning Manager Xavier Bauguess gave a brief overview of the item noting it is for a zone change on South Tyler Street. Staff recommends approval.

Planning & Development Officer Elizabeth Triggs reported they are working with the Legal department on a resolution to waive certain fees to make this process more efficient.

Mayor Blong opened the public hearing at 11:30 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. 10520; 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

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**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10521.

Mayor Blong opened the public hearing at 11:31 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. 10521; 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



26. 10522 – 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) STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10522.

Mayor Blong opened the public hearing at 11:32 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. 10522; 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

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**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10523.

Development Services Planning Manager Xavier Bauguess gave a brief overview of the item noting this item is for a vacation of right-of-way. Staff would like to repeal it and waive the fee for the vacation of right-of-way as it has previously been vacated. There are no letters of objection and staff recommends approval.

Mayor Blong opened the public hearing at 11:35 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. 10523; 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

## **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.)

Justin Graham, 2310 Terrace Avenue, Chairman of the Midland Firemens' Retirement Relief Fund, provided an update from the pension review board.

Todd Carpenter, 4005 Crestwood Avenue, presented a map and spoke against having a Twin Peaks restaurant in Midland. Mr. Carpenter reported why a bar is not good in this area especially due to traffic issues.

Steve Jeter, 4009 E. County Road 63, is the owner of The Venue at Live Oak at 3201 Elkins Road. Mr. Jeter reported he began six months ago trying to build another music venue. He was told he needed a sprinkler system but has no city water and that there is no plan for city water at that location. He would like to know if the Council can waive the sprinkler request or provide water. He reported he is frustrated and feels like he is getting the run-around. He is asking for help or he will lose his business.

During the presentation section of this meeting Mayor Blong recognized the Midland Association of Retired School Personnel for their 2023 Volunteer Hours.

## **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:

Mayor Blong recessed the City Council meeting to go into Executive Session at 12:05 p.m.

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.

All the business at hand having been completed, the meeting adjourned at 2:23 p.m.

PASSED AND APPROVED May 28, 2024.

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Lori Blong, Mayor

ATTEST:

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Marcia Bentley-German  
City Governance Officer/City Secretary

DRAFT



# City Council Meeting

**Item Number:** 5  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Christy Weakland, Director  
**Subject:** RESOLUTION ADOPTING A CAPITAL FUNDING PLAN FOR WATER AND WASTEWATER IMPROVEMENTS (DISTRICT: NONE) (FINANCE) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

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**Purpose:**

Resolution approving a financing plan for improvements for the water & sewer system.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

None.

**Strategic Priority:**

(Strengthen and Sustain our Infrastructure)

**Discussion:**

Needs have been identified for Water & Sewer infrastructure improvements. The identified needs amount to \$65 Million. The purpose of this resolution is to establish and adopt a capital financing plan with the intention of using long-term financing to fund needed infrastructure projects.

*Morris Williams Jr.*

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City Manager's Office

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING A CAPITAL FUNDING PLAN  
FOR WATER AND WASTEWATER IMPROVEMENTS**

**WHEREAS**, the effective management of water and wastewater infrastructure is paramount to public health within the City of Midland; and

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

**WHEREAS**, a comprehensive capital funding plan is necessary to finance critical water and sewer 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 water and wastewater infrastructure 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 \$65 million.

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”:

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Lori Merritt Blong, Mayor

ATTEST:

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Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

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Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT  
AND COMPLETENESS:

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Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

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John Ohnemiller, City Attorney

Capital Estimates for Water & Sewer CO's  
"Exhibit A"

| Utility Capital Needs                                 |               |
|-------------------------------------------------------|---------------|
| NE Wastewater Main                                    | 16,000,000.00 |
| Utilities for Road construction                       | 9,000,000.00  |
| Two Lift Stations (wastewater) Replacement            | 7,000,000.00  |
| Phase 1 of Paul Davis Water Source Advanced Treatment | 33,000,000.00 |
| Total Capital Needs Utilities                         | 65,000,000.00 |



Capital Estimates for Water & Sewer CO's  
"Exhibit A"

| Utility Capital Needs                                  |               |
|--------------------------------------------------------|---------------|
| NE Wastewater Main                                     | 16,000,000.00 |
| Utilities for New Road construction                    | 9,000,000.00  |
| Two Lift Stations (wastewater) Replacment              | 7,000,000.00  |
| Phase 1 of Pault Davis Water Source Advanced Treatment | 33,000,000.00 |
| Total Capital Needs Utilities                          | 65,000,000.00 |



# City Council Meeting

**Item Number:** 6  
**Meeting Date:** May 28, 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)

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**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 Water & Sewer Department.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

None.

**Strategic Priority:**

(Strengthen and Sustain our Infrastructure)

**Discussion:**

Needs have been identified for the Water & Sewer Department. This resolution 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.*

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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 TWENTY FIVE MILLION AND NO/100  
DOLLARS (\$25,000,000.00)**

**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) improving and extending the City’s waterworks and sewer system, including the purchase of land, rights-of-way and equipment therefor and (ii) 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 TWENTY FIVE MILLION DOLLARS (\$25,000,000), in one or more series, for the purpose of paying contractual obligations to be incurred for (i) improving and extending the City’s waterworks and sewer system, including the purchase of land, rights-of-way

and equipment therefor and (ii) 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 28<sup>th</sup> 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:

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Tommy Gonzalez, City Manager

APPROVED AS TO FORM:

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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 TWENTY FIVE MILLION DOLLARS (\$25,000,000) for the purpose of paying contractual obligations to be incurred for (i) improving and extending the City's waterworks and sewer system, including the purchase of land, rights-of-way and equipment therefor and (ii) 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 \$37,587,520; (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



# City Council Meeting

**Item Number:** 7  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Christy Weakland, Director  
**Subject:** MOTION APPROPRIATING THE SUM OF \$98,080.61 FROM THE MUNICIPAL COURT SECURITY FUND UNAPPROPRIATED FUND BALANCE TO A PROJECT ACCOUNT DESIGNATED FOR THE MUNICIPAL COURT SECURITY SYSTEM (DISTRICT: NONE) (FINANCE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

---

## **Purpose:**

Funds need to be appropriated for emergency purchase of new security system for the Municipal Court.

## **Recommended City Council Action:**

Approve

## **Fiscal Impact:**

\$98,080.61 will be appropriated from the Municipal Court Security Fund unappropriated fund balance and transferred to a project designated for the Municipal Court Security System.

## **Strategic Priority:**

(Set the Standard for a Safe and Secure City)

## **Discussion:**

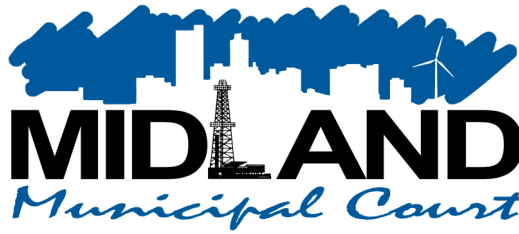
The Municipal Court security system for doors has become unreliable and dysfunctional. The vendor no longer supports the system and a replacement must be implemented on an emergency basis. The City will use their current security vendor that is used for other facilities and departments.



*Monro William Jr.*

---

City Manager's Office



**Interoffice Memorandum**

**Date:** May 15, 2024

**To:** Christy Weakland, Finance Director

**From:** Zayda Wakley, Court Administrator

**Subject:** Motion Appropriating The Sum Of \$98,080.61 From The Municipal Court Security Fund Unappropriated Fund Balance To A Project Account Designated For The Municipal Court Security System

Our current security system for the doors at Municipal Court has become increasingly unreliable and dysfunctional. This predicament has arisen due to the discontinuation of support from the previous vendor (MTSI) who had maintained the system when installed in 2016. As a result, we are facing significant operational challenges and a heightened risk to the security of our premises.

After thorough assessment and consideration, we have decided to engage the services of a new vendor (CSI). This vendor is the same provider that the City has successfully collaborated with for security solutions in other city facilities and departments. Their reputation for reliability and quality service precedes them, making them the ideal choice for addressing our security needs.

Given the urgency of this matter and the critical importance of maintaining a secure environment within the Municipal Court, we propose to allocate the necessary funds from the Municipal Court Security Fund. This fund has been specifically designated for initiatives aimed at enhancing security measures within our court facilities, making it the most appropriate funding source for this endeavor.

Should you require any further information or clarification, please do not hesitate to contact me.



# City Council Meeting

**Item Number:** 8  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Erika Martinez, Manager, Purchasing  
**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$1,176,750.00 WITH DUNAWAY ASSOCIATES LP FOR ARCHITECTURAL, LANDSCAPE, AND ENGINEERING SERVICES FOR PHASE 2 AND PHASE 3 OF THE BEAL PARK RENOVATION AND CONSTRUCTION PROJECT; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

---

## **Purpose:**

Resolution authorizing a professional services agreement for Landscape Architectural/Engineering Services for the Plans, Specifications and Estimate for Beal Park Phase 2 and 3 Renovation and Construction services from Dunaway Associates LP. for a cost of \$1,176,750.00.

## **Recommended City Council Action:**

Approve

## **Fiscal Impact:**

\$1,176,750 is available in the Parks Oil and Gas Fund and will be appropriated and transferred to a project for said purpose.

## **Strategic Priority:**

(Strengthen and Sustain our Infrastructure)

## **Discussion:**

Motion 105-2023 authorized the City Manager or the City Manager's designee to advertise a

request for qualifications for professional landscape, architectural, and engineering services associated with the renovation and construction of certain sports fields, parking improvements, amphitheater, and related improvements at Beal Park. Please see the attached memo from Laurie Williams, Interim Community Services Director, for additional information.

Therefore, please consider a resolution authorizing a professional services agreement for Landscape Architectural/Engineering Services for the Plans, Specifications and Estimate for Beal Park Phase 2 and 3 Renovation and Construction services from Dunaway Associates LP. of Midland, Texas for a cost of \$1,176,750.00.



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City Manager's Office



**Parks and Recreation Divisions  
Interoffice Memorandum**

**Date:** May 15, 2024  
**To:** Jose Ortiz, Assistant City Manager  
**From:** Laurie Williams, Interim Community Services Director  
**Subject:** Professional Services Agreement for Landscape Architectural/Engineering Services for the Plans, Specifications and Estimates for Beal Park Phases 2 and 3 Renovation and Construction

Through the Request for Qualifications process, Dunaway was selected to develop the Beal Park Phased Master Plan. They are currently working on the Phase I Plans, Specifications, and Estimates. As those plans are nearing completion, staff intends to move forward with the planning of Phases 2 and 3. Phase 2 will focus on the central area of Beal Park, with the addition of amenities such as the amphitheater, a playground, a splash pad, a food truck location, a new restroom facility, additional soccer fields, and additional parking. Phase 3 will focus on development of the east side of the park, with additional fields, a restroom/concession building, and additional parking.

A Professional Service Agreement with Dunaway is needed to move forward with the plans for Beal Park Phases 2 and 3. Cost estimate for the Phase 2 construction is \$11.3 million. Cost estimate for the Phase 3 construction is \$5.6 million. Dunaway has submitted a Professional Services Agreement in the amount of \$1,176,750. Staff recommends moving forward to develop plans for the Beal Park Phases 2 and 3 Renovation and Construction Project.

Funds are available in the Parks Oil & Gas Fund unappropriated fund balance and will be appropriated and transferred to a project for said purpose.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$1,176,750.00 WITH DUNAWAY ASSOCIATES LP FOR ARCHITECTURAL, LANDSCAPE, AND ENGINEERING SERVICES FOR PHASE 2 AND PHASE 3 OF THE BEAL PARK RENOVATION AND CONSTRUCTION PROJECT; AND APPROPRIATING FUNDS FOR SAID PROJECT**

**WHEREAS**, Motion 105-2023 authorized the issuance of a request for qualifications for professional architectural, landscape, and engineering services associated with the renovation and construction of certain sports fields, parking improvements, amphitheater, and related improvements at Beal Park (the “*Project*”); and

**WHEREAS**, Dunaway Associates LP submitted the most qualified submission for the performance of said professional services for Phase 2 and Phase 3 of the Project for a total cost of \$1,176,750.00; and

**WHEREAS**, the City Council finds that Dunaway Associates LP is qualified to perform said professional services; and

**WHEREAS**, the City Council finds that the professional fees proposed by Dunaway Associates LP are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

**WHEREAS**, the City Council finds that Dunaway Associates LP provides professional services for a fair and reasonable price; and

**WHEREAS**, the City Council finds it to be in the public interest to execute a professional services agreement with Dunaway Associates LP as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fees for the services;

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

**SECTION ONE.** That the City Manager and City Secretary are hereby authorized  
PACKET 8.4 May 28, 2024

and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Dunaway Associates LP for professional architectural, landscape, and engineering services for Phase 2 and Phase 3 of the Beal Park Renovation and Construction Project. A copy of said agreement shall be kept on file in the City Secretary's office, and shall be referenced by the date and number of this Resolution.

**SECTION TWO.** That the sum of \$1,176,750.00 is available in the Parks Oil and Gas Fund and will be appropriated and transferred to a project established by the City of Midland Finance Department.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Dunaway Associates LP, in accordance with the above-referenced agreement, from funds available in the project established by the City of Midland Finance Department 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



**PROFESSIONAL SERVICES AGREEMENT**  
**23004827 for the Beal Park Phase 2 & 3**

**THIS AGREEMENT** is made and effective the 28th day of May 2024, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and Dunaway Associates LP (“*COMPANY*”). CITY and COMPANY are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional design services for Beal Park Phase 2 & 3 services (the “*Services*”) for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

**ARTICLE II. SERVICES TO BE PERFORMED**

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

**ARTICLE III. FINANCIAL CONSIDERATIONS**

CITY agrees to pay COMPANY an amount not to exceed \$1,176,750.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY’s invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY’s objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

#### **ARTICLE IV. TERM**

The term of this Agreement shall be from May 28, 2024 until the project is complete, unless the Agreement is terminated as provided below.

#### **ARTICLE V. TERMINATION AT WILL**

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

#### **ARTICLE VI. ASSIGNMENT**

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

#### **ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT**

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

#### **ARTICLE VIII. INDEPENDENT CONTRACTOR**

COMPANY shall perform the Services 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 all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY’S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perform the Services in its own way.

#### **ARTICLE IX. INSURANCE**

During the term of this Agreement, COMPANY shall 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 policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle 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 Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of CITY.

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services 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 that name the City of Midland as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article 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 and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

## **ARTICLE X. ATTORNEY FEES**

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

**COMPANY AGREES THAT THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. 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 OF GOVERNMENTAL IMMUNITY.**

**COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## **ARTICLE XI. GOVERNMENTAL IMMUNITY**

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

## **ARTICLE XII. NO THIRD-PARTY BENEFICIARY**

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

## **ARTICLE XIII. RELEASE**

**NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## **ARTICLE XIV. GENERAL PROVISIONS**

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY:                      City Manager's Office  
                                         P.O. Box 1152  
                                         Midland, Texas 79702

If to COMPANY:              Dunaway Associates LP  
                                         4000 N. Big Spring Street, Suite 101  
                                         Midland, Texas 79705

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. 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, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such 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 will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, 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. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to 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 COMPANY's receipt of such 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 contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of



this Agreement;

- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- 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 Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, 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.

O. 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 any exhibit(s) attached to this Agreement, 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 any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement 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 Agreement are contained in the provisions of this

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

*[Signature Page(s) Follows]*

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

\_\_\_\_\_  
Tommy Gonzalez., City Manager

ATTEST:

\_\_\_\_\_  
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
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 Dunaway Associates LP, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit 'A'**  
**Proposal for Professional Services**  
**BEAL PARK PHASE 2 & 3**  
**Midland, Texas**  
**May 16, 2024**

**PART 1.0 – Phase 2 PROJECT UNDERSTANDING**

Dunaway Associates, L.L.C. ("**Dunaway**") will perform professional design services for the City of Midland ("**City**") for Phase 2 park improvements at Beal Park ("**Park**") located at the east of Beal Parkway and north of Interstate 20 in Midland, Texas. This work will be guided by the Beal Park Final Master Plan, as previously developed by Dunaway in August of 2023. Dunaway will prepare final construction documents for Park Phase 2 park improvements for the purpose of publicly bidding the work in accordance with City standards. It is currently understood that these services will begin immediately following the issuing of the construction documents for Beal Park Phase 1A & 1B, which will be delivered under a separate contract.

Dunaway's scope of services includes landscape architectural, architectural, and engineering services for design elements as they are currently understood. The program for the Phase 2 Park improvements will be based on the conceptual Phase 2 budget in the Final Master Plan presentation and selected program elements by the City. This scope of services and fee schedule is based upon an approved program and approximate total project budget of \$12,027,300 which includes contingency and design fees for basic services.

Approved Key Program Items (Phase 2):

- Illuminated Soccer Fields
- Fencing
- Vehicular Parking and Driveway
- Playground with Splash Pad & Prefabricated Restroom
- Amphitheater with Covered Stage and Shade for Seating
- Food Truck Area
- Detention Basin
- Landscape and Irrigation

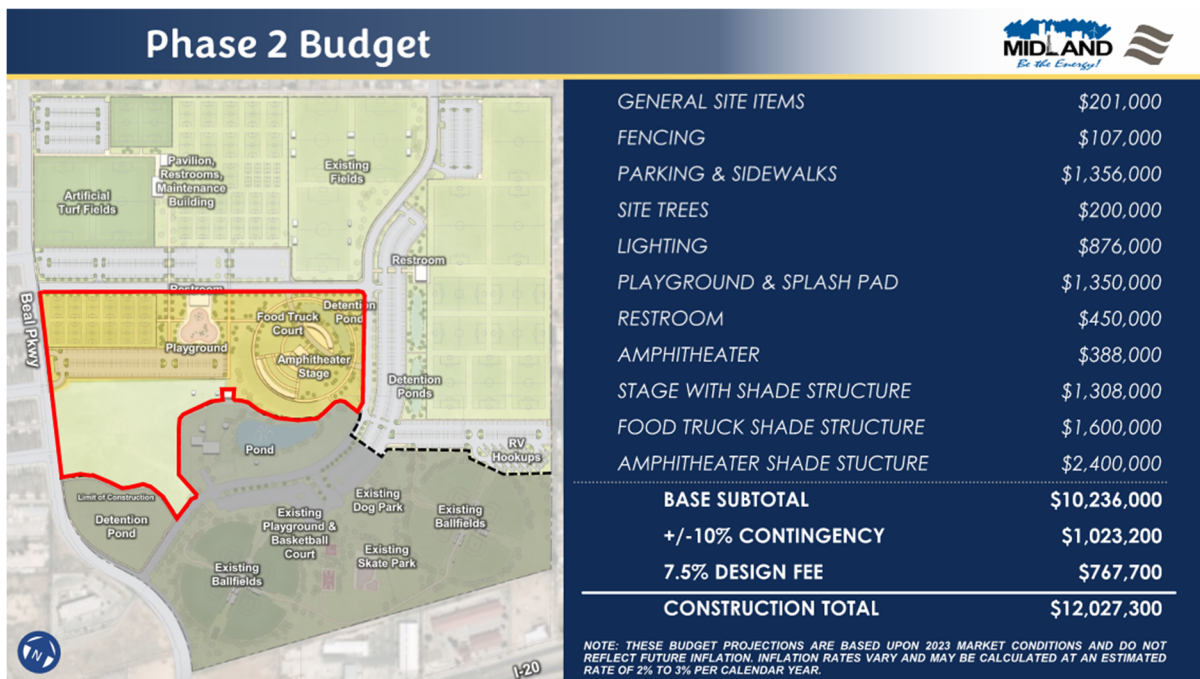


Exhibit 1.0 - Beal Park Phase 2 budget slide from master plan presentation.

| Midland Beal Park Phase 2 Scope  |                                                                                                                       |                        |                |           |                     |                     |              |     |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------|----------------|-----------|---------------------|---------------------|--------------|-----|
| Program                          | Assumptions                                                                                                           | Consultant Services    |                |           |                     |                     |              |     |
|                                  |                                                                                                                       | Landscape Architecture | Civil Engineer | Architect | Structural Engineer | Electrical Engineer | MEP Engineer | AEV |
| Illuminated Youth Soccer Fields  | Dunaway will coordinate with the City's selected lighting contractor to locate, document, and specify sports lighting | √                      |                |           |                     | √                   |              |     |
| Vehicular Parking & Driveways    | Driveways will be illuminated                                                                                         | √                      | √              |           |                     | √                   |              |     |
| Site Fencing                     | Sports field and safety fencing to match Phase 1                                                                      | √                      |                |           | √                   |                     |              |     |
| Playground & Splash Pad          | Coordination required for pump house and maintenance & operations, structural design & footings by manufacturer       | √                      | √              |           | √                   | √                   | √<br>X       |     |
| Prefabricated Restroom           | Dunaway would like to evaluate cost/benefit of prefabricated restroom versus custom structures in Schematic Design    | √                      |                | X         | X                   | X                   | √<br>X       |     |
| Covered Amphitheater Stage       | Design to take inspiration from Centennial Park; Usage, features, storage, etc. unknown                               | √                      |                | √         | X                   | X                   |              | X   |
| Amphitheater Shade Structure     | Signature shade elements above amphitheater seating                                                                   | √                      |                |           | X                   |                     |              |     |
| Food Truck Drive                 |                                                                                                                       | √                      | √              |           | X                   |                     |              |     |
| Food Truck Pavilion              | Design to compliment amphitheater shade structure                                                                     | √                      |                |           | X                   |                     |              |     |
| Detention Basin Feature          | Drainage for Phase 2, designed as a feature surrounding Food Truck Pavilion                                           | √                      | √              |           |                     |                     |              |     |
| Landscape Plantings & Irrigation | Grassing, trees, and irrigation                                                                                       | √                      |                |           |                     |                     |              |     |

√ - included in task order    √ - some services provided by manufacturer

X - services possibly needed but not included in the task order

### PART 1.1 – Phase 3 PROJECT UNDERSTANDING

Dunaway Associates, L.L.C. (“**Dunaway**”) will perform professional design services for the City of Midland (“**City**”) for park improvements at Beal Park (“**Park**”) located at the east of Beal Parkway and north of Interstate 20 in Midland, Texas. This work will be guided by the Beal Park Final Master Plan, as previously developed by Dunaway in August of 2023. Dunaway will prepare final construction documents for Park Phase 3 improvements for the purpose of publicly bidding the work in accordance with City standards. It is understood that these services will run concurrently with the Phase 2 services and will begin immediately following the construction documents for Beal Park Phases 1A and 1B, which will be delivered under a separate contract.

Dunaway's scope of services includes Landscape Architecture and Engineering services for design elements as they are currently understood. The program for the Phase 3 Park improvements will be based on the conceptual Phase 3 budget in the Final Master Plan presentation and selected program elements by the City. This scope of services and fee schedule is based upon an approved program and approximate total project budget of \$5,938,450 which includes contingency and design fees for basic services.

#### Approved Key Program Items (Phase 3):

- Illuminated Soccer Fields
- Fencing
- Vehicular Parking and Driveway
- RV Area
- Detention Basin
- Landscape and Irrigation
- Prefabricated Restroom

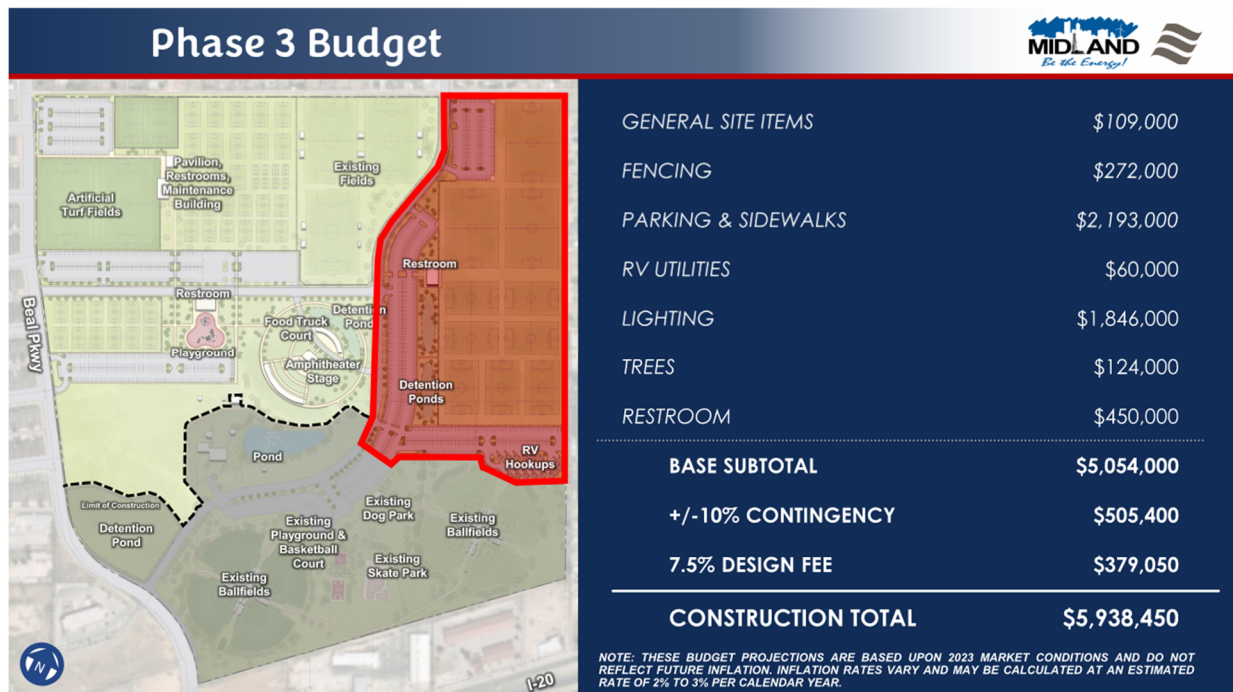


Exhibit 1.1 - Beal Park Phase 3 budget slide from master plan presentation.

| Exhibit 2 - Midland Beal Park Phase 3 Scope |                                                                                                                       |                        |                |           |                     |                                     |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------|----------------|-----------|---------------------|-------------------------------------|
| Program                                     | Assumptions                                                                                                           | Consultant Services    |                |           |                     |                                     |
|                                             |                                                                                                                       | Landscape Architecture | Civil Engineer | Architect | Structural Engineer | Electrical Engineer<br>MEP Engineer |
| Illuminated Youth Soccer Fields             | Dunaway will coordinate with the City's selected lighting contractor to locate, document, and specify sports lighting | √                      |                |           | √                   | √                                   |
| Vehicular Parking & Driveways               | Driveways will be illuminated                                                                                         | √                      | √              |           |                     |                                     |
| Site Fencing                                | Sports field and safety fencing to match Phase 1                                                                      | √                      |                |           | √                   |                                     |
| Prefabricated Restroom                      | Dunaway would like to evaluate cost/benefit of prefabricated versus custom structures in Schematic Design             | √                      |                |           | X                   | √<br>X                              |
| RV Facilities                               |                                                                                                                       | √                      | √              |           |                     | √                                   |
| Detention Basin Feature                     | Drainage for Phase 2, designed as a feature surrounding Food Truck Pavilion                                           | √                      | √              |           |                     |                                     |
| Landscape Plantings & Irrigation            | Grassing, trees, and irrigation                                                                                       | √                      |                |           |                     |                                     |

√ - included in task order    √ - some services provided by manufacturer

X - services possibly needed but not included in the task order

## **PART 2.0 – Phase 2 SCOPE OF SERVICES TO BE PERFORMED BY DUNAWAY ON THE PROJECT:**

- Task 1. Phase 2 Schematic Design
- Task 2. Phase 2 Design Development
- Task 3. Phase 2 Construction Documents
- Task 4. Phase 2 Procurement
- Task 5. Phase 2 Construction Administration

### **TASK 1. PHASE 2 SCHEMATIC DESIGN**

1. Based upon the site review and discussion with the City, Dunaway will prepare Schematic Design Exhibits for the proposed Phase 2 improvements. The Schematic Design Exhibits will consist of a preliminary site plan and separate graphics to show the conceptual configuration of key program elements. This will include the updated grading study that illustrates an approach to the Phase 2 grading design.
2. Dunaway will submit Schematic Design Exhibits to the City and will prepare a Preliminary Cost Opinion for the proposed improvements.
3. Dunaway will attend one (1) meeting with City representatives to review the Schematic Design Exhibits and Preliminary Opinion of Probable Construction Cost (created by Dunaway). This meeting will confirm the overall design direction and obtain City approval before proceeding into the Design Development phase of work. If the City chooses to increase the program and construction budget, Dunaway will review with the City the required additional fees necessary to cover the increase in scope of work. Dunaway will not proceed into the Design Development phase until the final program and budget allocations have been approved in writing by the City.

#### **Task 1 Deliverables:**

- Schematic Design Exhibits (PDF Format)

### **TASK 2 PHASE 2 DESIGN DEVELOPMENT (50% Construction Documents)**

- A. Based upon approval of the Schematic Design Exhibits from the City, Dunaway will prepare Design Development drawings for the proposed Phase 2 Park improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents. The Design Development Documents may include the following, at an approximately 50% completion:
  - Site Demolition
  - Site Erosion Control
  - Site Layout
  - Plan Enlargements, Typical Section, and Elevations of Shade Structures.  
Note: After approval of these documents, a separate proposal for Structural Engineering and MEP Engineering (lighting and auxiliary power) will be provided.
  - Architectural Floor Plan, Typical Sections, and Elevations for the Stage.  
Note: After approval of these documents, a separate proposal for Structural Engineering and MEP Engineering (lighting and auxiliary power) will be provided



- Selection and manufacture's details for Restroom (if prefabricated).
  - Playground and Splash Pad.
  - Drainage analysis and detention pond sizing and layout.
  - Plaza plan enlargement.
- B. The City will provide Dunaway with all front-end documents, contracts, insurance requirements, general conditions, etc. for preparing the technical specifications.
- C. Dunaway will prepare a preliminary Table of Contents for technical specifications.
- D. Dunaway will submit the Design Development drawings and Table of Contents for the technical specifications to the City for review and approval.
- E. Dunaway will attend one (1) meeting with City representatives to review the Design Development submittal. The City will provide, in writing to Dunaway, all review comments for the Design Development submittal. Dunaway will obtain these comments and approval from the City prior to proceeding with the Final Construction Documents.

**Task 2 Deliverables:**

- Design Development Drawings (PDF Format)
- Technical Specifications Table of Contents (PDF Format)

**TASK 3 PHASE 2 CONSTRUCTION DOCUMENTS**

- A. Based upon approval from the City for the Phase 2 Design Development submittal, Dunaway will prepare Phase 2 Final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the technical specifications.
- B. Based upon the 95% Construction Documents, Dunaway will prepare a revised opinion of probable construction cost for the proposed Phase 2 Park improvements.
- C. Dunaway will submit the 95% Construction Documents to the City for final review and comments. The City will provide Dunaway final, written comments for all revisions requested for the 95% Construction Documents.
- D. Dunaway will attend one (1) meeting with City representatives to review the 95% Construction Documents submittal and City review comments. At this meeting, the City will provide final comments, including those from various City departments, to be included in the 100% Construction Documents.
- E. At the 95% Construction Documents stage, Dunaway will submit required plans to the City for Planning & Development Review and comment leading to approval. It is Dunaway's understanding that the City of Midland Park Department staff will manage the overall Planning & Development review process and will attend meetings as required. Dunaway understands this process may delay or postpone final documents and plan production and that the City will work to progressively pursue resolution to any such items preventing plan approval, and Dunaway will respond to required changes in like manner.

- F. Dunaway will prepare the final 100% Construction Documents and technical specifications for the City to utilize in publicly bidding the project. Dunaway will provide CAD files to utilize in preparing quantities for bid items.
- G. Dunaway will submit the final Construction Documents to a City approved, independent reviewer (hired by Dunaway as part of this contract) for the required Texas Department of Licensing and Regulation (TDLR) accessibility review.

**Task 3 Deliverables:**

- 95% Construction Documents (PDF Format)
- 95% Technical Specifications (PDF Format)
- 100% Construction Documents (PDF Format)
- 100% Technical Specifications (PDF Format)
- CAD Files (DWG Format)

**TASK 4 PHASE 2 PROCUREMENT**

- A. Dunaway will attend a pre-bid meeting with City representatives for the potential bidders.
- B. Dunaway will review and respond to Contractor, or City comments and issue supplementary information accordingly to progress the procurement process. We will respond to contractor's requests for information during bidding and provide clarifications to the drawings and specifications as required.
- C. Dunaway will assist the City in preparing addendum(s), if required, during the bid phase.

**TASK 5 PHASE 2 CONSTRUCTION ADMINISTRATION**

- A. Dunaway will assist the City by attending bi-weekly OAC meetings during construction to evaluate the completion of work by the Contractors. The City will be responsible for the day-to-day administration of the construction contract.
- B. Dunaway will prepare a written Field Report, as necessary, for key meetings attended during the construction of the project.
- C. Dunaway will process, review, and log submittals and shop drawings as submitted by the City during the construction process.
- D. Dunaway will assist the City in attending one (1) final project walk-through to review the completion of work, as well as one (1) walk-through prior to substantial completion. Dunaway will provide written comments to the City to utilize in preparing a final "punch list" for work to be completed by the contractors.

**Task 5 Deliverables:**

- Field Report (PDF Format)
- Submittals & Shop Drawing Reviews
- Final "Punch List" (PDF Format)

## **PART 2.1 – Phase 3 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:**

- Task 1. Phase 3 Schematic Design
- Task 2. Phase 3 Design Development
- Task 3. Phase 3 Construction Documents
- Task 4. Phase 3 Procurement
- Task 5. Phase 3 Construction Administration

### **TASK 1 PHASE 3 SCHEMATIC DESIGN**

4. Based upon the site review and discussion with the City, Dunaway will prepare Schematic Design Exhibits for the proposed Phase 3 improvements. The Schematic Design exhibits will consist of a preliminary site plan and separate graphics to show the conceptual configuration of key program elements. This will include the updated grading study that illustrates an approach to the Phase 3 grading design.
5. Dunaway will submit Schematic Design Exhibits to the City and will prepare a Preliminary Cost Opinion for the proposed improvements.
6. Dunaway will attend one (1) meeting with City representatives to review the Schematic Design Exhibits (created by Dunaway) and Preliminary Opinion of Probable Construction Cost. This meeting will confirm the overall design direction and obtain City approval before proceeding into the Design Development phase of work. If the City chooses to increase the program and construction budget, Dunaway will review with the City the required additional fees necessary to cover the increase in scope of work. Dunaway will not proceed into the Design Development phase until the final program and budget allocations have been approved in writing by the City.

#### **Task 1 Deliverables:**

- Schematic Design Exhibits (PDF Format)

### **TASK 2 PHASE 3 DESIGN DEVELOPMENT (50% Construction Documents)**

- F. Based upon approval of the Schematic Design Exhibits from the City, Dunaway will prepare Design Development drawings for the proposed Phase 3 Park improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents. The Design Development Documents may include the following, at an approximately 50% completion:
  - Site Demolition
  - Site Erosion Control
  - Site Layout
  - Selection and manufacture's details for Restroom (if prefabricated).
  - Drainage analysis and detention pond sizing and layout.
- G. The City will provide Dunaway all front-end documents, contracts, insurance requirements, general conditions, etc. for preparing the technical specifications.
- H. Dunaway will prepare a preliminary Table of Contents for technical specifications.

- I. Dunaway will submit the Design Development drawings and Table of Contents for the technical specifications to the City for review and approval.
- J. Dunaway will attend one (1) meeting with City representatives to review the Design Development submittal. The City will provide, in writing to Dunaway, all review comments for the Design Development submittal. Dunaway will obtain these comments and approval from the City prior to proceeding with the Final Construction Documents.

**Task 2 Deliverables:**

- Design Development Drawings (PDF Format)
- Technical Specifications Table of Contents (PDF Format)

**TASK 3 PHASE 3 CONSTRUCTION DOCUMENTS**

- H. Based upon approval from the City for the Phase 3 Design Development submittal, Dunaway will prepare Phase 3 Final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the technical specifications.
- I. Based upon the 95% Construction Documents, Dunaway will prepare a revised opinion of probable construction cost for the proposed Phase 3 Park improvements.
- J. Dunaway will submit the 95% Construction Documents to the City for final review and comments. The City will provide Dunaway final, written comments for all revisions requested for the 95% Construction Documents.
- K. Dunaway will attend one (1) meeting with City representatives to review the 95% Construction Documents submittal and City review comments. At this meeting, the City will provide final comments, including those from various City departments, to be included in the 100% Construction Documents.
- L. At the 95% Construction Documents stage, Dunaway will submit required plans to the City for Planning & Development Review and comment leading to approval. It is Dunaway's understanding that the City of Midland Park Department staff will manage the overall Planning & Development review process and will attend meetings as required. Dunaway understands this process may delay or postpone final documents and plan production and that the City will work to progressively pursue resolution to any such items preventing plan approval, and Dunaway will respond to required changes in like manner.
- M. Dunaway will prepare the final 100% Construction Documents and technical specifications for the City to utilize in publicly bidding the project. Dunaway will provide CAD files to utilize in preparing quantities for bid items.
- N. Dunaway will submit the final Construction Documents to a City approved, independent reviewer (hired by Dunaway as part of this contract) for the required Texas Department of Licensing and Regulation (TDLR) accessibility review.

**Task 3 Deliverables:**

- 95% Construction Documents (PDF Format)
- 95% Technical Specifications (PDF Format)
- 100% Construction Documents (PDF Format)
- 100% Technical Specifications (PDF Format)
- CAD Files (DWG Format)

**TASK 4 PHASE 3 PROCUREMENT**

- D. Dunaway will attend a pre-bid meeting with City representatives for the potential bidders.
- E. Dunaway will review and respond to Contractor, or City comments and issue supplementary information accordingly to progress the procurement process. We will respond to contractor's requests for information during bidding and provide clarifications to the drawings and specifications as required.
- F. Dunaway will assist the City in preparing addendum(s), if required, during the bid phase.

**TASK 5 PHASE 3 CONSTRUCTION ADMINISTRATION**

- E. Dunaway will assist the City by attending bi-weekly OAC meetings during construction to evaluate the completion of work by the Contractors. The City will be responsible for the day-to-day administration of the construction contract.
- F. Dunaway will prepare a written Field Report, as necessary, for key meetings attended during the construction of the project.
- G. Dunaway will process, review, and log submittals and shop drawings as submitted by the City during the construction process.
- H. Dunaway will assist the City in attending one (1) final project walk-through to review the completion of work, as well as one (1) walk-through prior to substantial completion. Dunaway will provide written comments to the City to utilize in preparing a final "punch list" for work to be completed by the contractors.

**Task 5 Deliverables:**

- Field Report (PDF Format)
- Submittals & Shop Drawing Reviews
- Final "Punch List" (PDF Format)

### PART 3.0 – Phase 2 BASIS OF COMPENSATION

Dunaway Associates, L.L.C. proposes to provide the above-described Scope of Services for a lump sum fee of \$782,700.00 (seven hundred eighty-two thousand seven hundred and 00/100 Dollars), as described below\*.

#### Executive Fee Summary:

|                                   |           |
|-----------------------------------|-----------|
| 1. Phase 2 Schematic Design       | \$91,500  |
| 2. Phase 2 Design Development     | \$205,500 |
| 3. Phase 2 Construction Documents | \$345,500 |
| 4. Phase 2 Procurement            | \$29,000  |
| 5. Phase 2 Construction Phase     | \$96,200  |

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|                                    |                  |
|------------------------------------|------------------|
| <b>Total Professional Services</b> | <b>\$767,700</b> |
|------------------------------------|------------------|

|                                                |                 |
|------------------------------------------------|-----------------|
| <b>Reimbursable Expenses (Not to Exceed) *</b> | <b>\$15,000</b> |
|------------------------------------------------|-----------------|

|              |                  |
|--------------|------------------|
| <b>TOTAL</b> | <b>\$782,700</b> |
|--------------|------------------|

\* Reimbursable expenses will be in addition to the Professional Services cost. These expenses include, but may be limited to such items as reproduction costs, computer plotting, printing, mounting, travel/mileage, travel/tolls, copies, photography, meals, mail/couriers/deliveries, etc. Reimbursable expenses will be paid for at cost times a 1.10 multiplier.

### PART 3.1 – Phase 3 BASIS OF COMPENSATION

Dunaway Associates, L.L.C. proposes to provide the above-described Scope of Services for a lump sum fee of \$379,050.00 (three hundred seventy-nine thousand fifty and 00/100 Dollars), as described below\*.

#### Executive Fee Summary:

|                                         |           |
|-----------------------------------------|-----------|
| 6. Phase 3 Schematic Design             | \$45,000  |
| 7. Phase 3 Design Development           | \$110,000 |
| 8. Phase 3 Final Construction Documents | \$167,000 |
| 9. Phase 3 Procurement                  | \$8,000   |
| 10. Phase 3 Construction Phase          | \$49,050  |

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|                                    |                  |
|------------------------------------|------------------|
| <b>Total Professional Services</b> | <b>\$379,050</b> |
|------------------------------------|------------------|

|                                                |                 |
|------------------------------------------------|-----------------|
| <b>Reimbursable Expenses (Not to Exceed) *</b> | <b>\$15,000</b> |
|------------------------------------------------|-----------------|

|              |                  |
|--------------|------------------|
| <b>TOTAL</b> | <b>\$394,050</b> |
|--------------|------------------|

- \* Reimbursable expenses will be in addition to the Professional Services cost. These expenses include, but may be limited to such items as reproduction costs, computer plotting, printing, mounting, travel/mileage, travel/tolls, copies, photography, meals, mail/couriers/deliveries, etc. Reimbursable expenses will be paid for at cost times a 1.10 multiplier.

#### **PART 4.0 - Phase 2 ADDITIONAL SERVICES**

Additional services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Additional services must receive written authorization from the City before being performed. These are possible additional services related to this project:

- A. Architectural services for restrooms, documentation for shade structures.
- B. Structural Engineering services for restroom and shade structures.
- C. Mechanical, Electrical, and Plumbing (MEP) Engineering services for the restroom and stage lighting/AV, and feature shade structure lighting.

#### **PART 4.1 – Phase 3 ADDITIONAL SERVICES**

Additional services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Additional services must receive written authorization from the City before being performed. These are possible additional services related to this project:

- A. Architectural services for the restroom.
- B. Structural Engineering services for restroom.
- C. Mechanical, Electrical, and Plumbing (MEP) Engineering services for the restroom.

#### **PART 5.0 – Phases 2 & 3 ASSUMPTIONS**

- A. This fee excludes the architectural drawings for the restrooms, any structural design for the shade structures and restroom, and the MEP design for the restrooms and additional electrical elements at the stage.
- B. The City will provide, as expeditiously as possible, all base information and electronic files which it currently has in its possession and as necessary to complete the Scope of Services as described herein. All information provided by the City is assumed to be accurate and complete, unless otherwise indicated by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City.
- C. This Scope of Services does not include mechanical, electrical, or plumbing (MEP) designs for the park structures.

- D. This Scope of Services does not include structural design for the restroom and shade structures in the scope of work.
- E. This Scope of Services does not include any as-built surveys or easements by separate instrument.
- F. This scope of services does not include Construction Staking Services.
- G. This Scope of Services does not include any services associated with preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS). It is not anticipated that the project will require any environmental services.
- H. This Scope of Services does not include preparation of a CLOMR or LOMR.
- I. This Scope of Services does not include any water agency coordination or permitting with agencies such as TCEQ, FEMA, etc.
- J. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies. However, Dunaway will provide a vehicle routing exhibit depicting the EMS/fire access.
- K. Dunaway will provide graphics/exhibits to the City as developed during the design phases and utilized for public input meetings, as detailed in the proposal above. This Scope of Services does not include specialty marketing materials to be utilized by the City for such items as brochures, flyers, posters, 3D animations, videos, etc.
- L. It is anticipated that the Contractor will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents/plans for bidding and construction.
- M. It is anticipated that the Phase 2 Park design will be prepared as one bid package. If additional bid packages are required by the City for phasing breakouts, Dunaway and the City will reevaluate this Scope of Services to address additional fees not covered in this Scope of Services.
- N. It is assumed that the contractor will be responsible for producing all preliminary as- built drawings required for this project. From this information, Dunaway will provide the City electronic drawings (CAD and PDF format) with information & notes provided by the contractor.
- O. It is assumed that the Dunaway will be responsible for producing cost opinions & budget evaluations for this project.

**PART 6.0 – Phase 2 & 3                      PERIODS OF SERVICE:**

The intended Project will begin in August 2024 and end with Construction Document delivering during the summer of 2025. Project shall follow Project Schedule as agreed upon by both CITY and DUNAWAY. If during project execution for any ASSIGNMENT, schedule revisions are requested by either party, such revisions will be agreed to by both CITY and DUNAWAY before proceeding with written authorization.





# City Council Meeting

**Item Number:** 9  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Erika Martinez, Manager, Purchasing  
**Subject:** RESOLUTION AUTHORIZING THE PURCHASE OF AN ENCOM SCHOOL ZONE FLASHER SYSTEM FOR 120 LOCATIONS FROM TEXAS HIGHWAY PRODUCTS, LTD, THROUGH BUYBOARD FOR A TOTAL COST OF \$337,280.50; AND TRANSFERRING FUNDS (DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

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**Purpose:**

Resolution authorizing the purchase of the ENCOM school flasher system for the City of Midland from Texas Highway Products, LTD through Buyboard contract 703-23 for the cost of \$337,280.50 for the Engineering Department.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding is available in the General Fund Operating budget and will be transferred to a project for said purpose.

**Strategic Priority:**

(Strengthen and Sustain our Infrastructure)

**Discussion:**

Staff recommends authorizing the purchase of the ENCOM school flasher system for the City of Midland from Texas Highway Products, LTD through Buyboard contract 703-23. 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 Taha Sakrani, PE, City Traffic Engineer, for additional information.

Therefore, please consider authorizing the purchase of the ENCOM school flasher system for the City of Midland from Texas Highway Products, LTD of Round Rock, Texas through Buyboard contract 703-23 for the cost of \$337,280.50.



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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:** Buyboard Encom School Flasher System.  
**DATE:** May 15, 2024

The Traffic Operation Division requested quotes on Encom School Flasher for new and existing school flashers. This will allow staff to remotely monitor and control the beacons. With a cloud-based system, school officials can access real-time data on the status of the beacons, including information on battery life, signal strength, and more. This allows us to quickly identify and address any issues, ensuring that the beacons are always working properly and keeping students safe.

The purchase of ENCOM school flasher system for the City of Midland from Texas Highway Products, LTD through Buyboard contract 703-23 for the cost of \$337,280.50 for the Engineering Department. Funding is available in the General Fund Operating budget.

*Taha Sakrani*

Taha Sakrani, P.E.  
City Traffic Engineer

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE PURCHASE OF AN  
ENCOM SCHOOL ZONE FLASHER SYSTEM FOR 120  
LOCATIONS FROM TEXAS HIGHWAY PRODUCTS,  
LTD, THROUGH BUYBOARD FOR A TOTAL COST OF  
\$337,280.50; AND TRANSFERRING FUNDS**

**WHEREAS**, Buyboard is a cooperative purchasing agency with which the City participates in purchases through a cooperative purchasing program in accordance with Section 271.102 of the Texas Local Government Code; and

**WHEREAS**, Texas Highway Products, LTD (“Seller”) submitted a total cost to the City of \$337,280.50 for the purchase of an ENCOM school zone flasher system for 120 locations (the “Goods”) 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 Goods to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the purchase of the Goods from Seller 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 the Goods from Seller through Buyboard for a total cost of \$337,280.50.

**SECTION TWO.** That the sum of \$337,280.50 shall be transferred from the General Fund operating budget to a project account for said purchase.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Seller for the Goods from funds transferred in accordance with Section Two hereof 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

---

Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

---

John Ohnemiller, City Attorney

# EXHIBIT "A"



## Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681  
Phone: (512) 255-7633 Fax: (512) 255-7634  
[www.trafficsignals.com](http://www.trafficsignals.com)

# QUOTE

## Q-2413742

DATE: 04/24/2024

ACCOUNT:  
Midland, City of  
1602 E Orchard Ln.  
Bldg #3  
Midland, TX 79701

PREPARED FOR:  
Midland, City of  
Scott Pyle

PREPARED BY:  
Giovanni de Vivo  
Email:  
Phone: (512) 255-7633  
Fax: (512) 255-7634

| JOB                                                 | SHIPPING & TRACKING INFO | SHIPPING TERMS  | ESTIMATED DELIVERY DATE | PAYMENT TERMS |
|-----------------------------------------------------|--------------------------|-----------------|-------------------------|---------------|
| Midland - ENCOM school flasher system 120 locations | Best Way                 | FOB Shipping Pt |                         | Net 30        |

| ITEM #      | PRODUCT NAME          | DESCRIPTION                                          | QTY | UNIT PRICE    | LINE TOTAL    |
|-------------|-----------------------|------------------------------------------------------|-----|---------------|---------------|
| 1           | HAR-700-LTE-AC-NR-KIT | Harmony LTE Gateway Advanced IO, AC Panel, No Radio, | 120 | \$1,300.00    | \$156,000.00  |
| 2           | CELL CONTRACT 5 YEAR  | Cell Contract 5 Year                                 | 120 | \$1,200.00    | \$144,000.00  |
| 3           | ATMOS CLOUD 5 YEAR    | ATMOS CLOUDKIT 5 YEAR                                | 120 | \$800.00      | \$96,000.00   |
| 4           | Restocking Fee        | Restocking Fee %                                     | 1   | \$13,132.75   | \$13,132.75   |
| 5           | Encom THP Credit      | Encom THP Credit                                     | 1   | (\$71,852.25) | (\$71,852.25) |
| Subtotal    |                       |                                                      |     |               | \$337,280.50  |
| Tax         |                       |                                                      |     |               | \$0.00        |
| ORDER TOTAL |                       |                                                      |     |               | \$337,280.50  |

Note: BUYBOARD PROPOSAL NO. 703-23, HIGHWAY SAFETY AND TRAFFIC CONTROL PRODUCTS

ALL QUOTES ARE VALID FOR 30 DAYS.

PLEASE SEND PO'S TO: [MCAMP@TRAFFICSIGNALS.COM](mailto:MCAMP@TRAFFICSIGNALS.COM) AND [THPACCOUNTING@TRAFFICSIGNALS.COM](mailto:THPACCOUNTING@TRAFFICSIGNALS.COM)

**SHIPPING/FREIGHT CHARGES WILL BE APPLIED ON SALES INVOICE UPON SHIPMENT OF ORDER.**

PACKET

9.6

May 28, 2024



# Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681  
Phone: (512) 255-7633 Fax: (512) 255-7634  
[www.trafficsignals.com](http://www.trafficsignals.com)

## QUOTE

### Q-2413742

DATE: 04/24/2024

ACCOUNT:  
Midland, City of  
1602 E Orchard Ln.  
Bldg #3  
Midland, TX 79701

PREPARED FOR:  
Midland, City of  
Scott Pyle

PREPARED BY:  
Giovanni de Vivo  
Email:  
Phone: (512) 255-7633  
Fax: (512) 255-7634

| JOB                                                 | SHIPPING & TRACKING INFO | SHIPPING TERMS  | ESTIMATED DELIVERY DATE | PAYMENT TERMS |
|-----------------------------------------------------|--------------------------|-----------------|-------------------------|---------------|
| Midland - ENCOM school flasher system 120 locations | Best Way                 | FOB Shipping Pt |                         | Net 30        |

**THP ON-SITE ASSISTANCE IS AVAILABLE FOR ADDITIONAL FEES.**  
**SUPPORT ITEMS ARE AVAILABLE ON BUYBOARD & SMARTBUY**

PLEASE CONTACT US TO VERIFY PRICING IF YOUR QUOTE IS OLDER THAN **30 DAYS.**  
**PURCHASER TO VERIFY ALL QUANTITIES PRIOR TO PLACING ORDER.**

***A CREDIT CARD FEE OF 4% IS ADDED TO CREDIT CARD PAYMENTS.***

**THANK YOU FOR YOUR BUSINESS!**

PACKET

9.7

May 28, 2024



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| 5           | Encom THP Credit      | Encom THP Credit                                     | 1   | (\$71,852.25) | (\$71,852.25) |
| Subtotal    |                       |                                                      |     |               | \$337,280.50  |
| Tax         |                       |                                                      |     |               | \$0.00        |
| ORDER TOTAL |                       |                                                      |     |               | \$337,280.50  |

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PACKET

9.8

May 28, 2024





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## QUOTE

### Q-2413742

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PREPARED FOR:  
Midland, City of  
Scott Pyle

PREPARED BY:  
Giovanni de Vivo  
Email:  
Phone: (512) 255-7633  
Fax: (512) 255-7634

| JOB                                                 | SHIPPING & TRACKING INFO | SHIPPING TERMS  | ESTIMATED DELIVERY DATE | PAYMENT TERMS |
|-----------------------------------------------------|--------------------------|-----------------|-------------------------|---------------|
| Midland - ENCOM school flasher system 120 locations | Best Way                 | FOB Shipping Pt |                         | Net 30        |

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***A CREDIT CARD FEE OF 4% IS ADDED TO CREDIT CARD PAYMENTS.***

**THANK YOU FOR YOUR BUSINESS!**

PACKET

9.9

May 28, 2024



# City Council Meeting

**Item Number:** 10  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Erika Martinez, Manager, Purchasing  
**Subject:** RESOLUTION AWARDING A CONTRACT TO BELT CONSTRUCTION OF TEXAS LLC IN THE AMOUNT OF \$46,845,505.00 FOR THE NORTHEAST SEWER LINE PROJECT; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

---

## **Purpose:**

Resolution awarding a contract to Belt Construction of Texas, LLC. of Texarkana, Texas for the NE Water main project for a cost of \$46,845,505.00.

## **Recommended City Council Action:**

Approve

## **Fiscal Impact:**

\$29,884,209 is available in the Water & Sewer Bond Fund and will be appropriated to a project. \$16,961,296 is available in the Utilities Fund unappropriated fund balance and will be appropriated and transferred to a project.

## **Strategic Priority:**

(Strengthen and Sustain our Infrastructure)

## **Discussion:**

The City Manager approved plans and specifications and authorized advertisement for bids for the NE Water main project. The bid request was sent to one hundred eleven (111) companies. We received two (2) bids. Staff recommends awarding a contract to Belt Construction of Texas, LLC. The project timeline is projected at 630 days. Please see the attached memos

from Carl Craigo, PE, Utilities Director, and Josh Ferguson, Assistant City Engineer, for more information.

Therefore, please consider a resolution awarding a contract to Belt Construction of Texas, LLC. of Texarkana, Texas for the NE Water main project for a cost of \$46,845,505.00.



---

City Manager's Office



## INTEROFFICE MEMORANDUM

**TO:** Erika Martinez  
**FROM:** Carl Craig, PE, Utilities Director  
**SUBJECT:** Consider a Resolution awarding a contract for the Northeast Sewer Main Extension  
**DATE:** May 14, 2024

Midland is currently experiencing rapid growth, particularly on the northeast side of the city. This growth has prompted the development of numerous subdivisions, many of which rely on sewer lift stations that push wastewater to the main sewer line along Highway 349. Unfortunately, this main line is now operating over its intended capacity. During periods of high flow, the sewer lines and manholes reach full capacity, though they have not yet overflowed.

### Project Needs and Estimates

The proposed solution to alleviate this issue is the construction of a new North East sewer collection main. Originally estimated to cost between \$35 and \$38 million, the actual bids for the project came in significantly higher at \$46,845,505. Despite this cost overrun, the need for the new sewer main remains critical due to the following reasons:

1. **Reduction in Lift Station Use:** The new sewer main would eliminate the need for four existing lift stations, which currently contribute to the high capacity flow toward the sewer main on Highway 349.
2. **Expansion of Sewer Infrastructure:** It will extend sewer services to the entire east side of Midland, located in District 2, where such facilities are presently non-existent.
3. **Relief for Existing Sewer Lines:** By rerouting a 27-inch main that currently flows into an overloaded 48-inch main at the entrance to the water reclamation facility, the new project will reduce the load on the main lines going into the water reclamation facility.
4. **Enhanced Treatment Capabilities:** A new bar screen will be added at the water reclamation plant to improve the removal of floatables before wastewater enters the treatment process.
5. **Improved Management of Stormwater Flows:** The project includes a lift station connected to holding ponds designed to manage excess water during heavy rains. This allows the facility to temporarily divert flow during peak times, subsequently redirecting it back to the treatment plant when capacities normalize.

### Financial Strategy and Execution

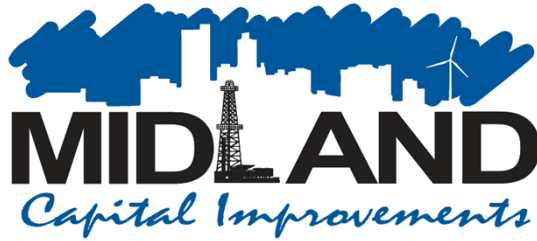
The funding strategy involves utilizing approximately \$30 million from current certificates of obligation (COs) along with an encumbered cash flow of \$16 million to award the project. Post-award, there will be an effort to engage with the contractor on value engineering measures to reduce costs, as initial discussions have indicated potential savings. Additionally, to manage the financial impact, it is proposed to issue reimbursement COs to offset the initially encumbered cash.

## **Conclusion**

The Northeast sewer main is not just a response to current capacity issues but a forward-looking infrastructure enhancement that supports sustainable growth in Midland. Despite the higher initial cost, the long-term benefits in terms of service expansion, improved sewage management, and enhanced environmental protection make this project essential. The planned financial approach aims to responsibly manage city resources while ensuring the project's completion.

Carl Craig, PE

Utilities Director



**INTEROFFICE MEMORANDUM**

**TO:** Erika Martinez; City of Midland, Purchasing Manager

**FROM:** Josh Ferguson, P.E.; City of Midland, Assistant City Engineer

**SUBJECT:** Northeast Sewer Line ♦ Project No. U23-04 ♦ Bid Tabulation ♦ RFB \_\_\_\_

**DATE:** May 14, 2024

Erika,

Engineer staff has reviewed the bid tabulation for the Northeast Sewer Line project. Belt Construction of Texas, LLC of Texarkana, Texas, is the apparent low bidder. Staff recommends awarding the Northeast Sewer Line project to Belt Construction of Texas, LLC.

Belt Construction of Texas, LLC has an established history of performing work on public improvement projects of a similar size and scope to this Northeast Sewer Line project. Furthermore, the unit prices appear to be in line with current pricing trends.

The agreement specifies an amount of \$46,845,505.00 with a 630 calendar day construction period beginning within 15 calendar days of a written notice to proceed for construction.

Josh Ferguson, P.E.  
Assistant City Engineer

cc:

Carl Craigo, P.E.  
Utilities Director

Kerry Koehler, P.E.  
Capital Improvements Director / City Engineer

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDDING A CONTRACT TO BELT  
CONSTRUCTION OF TEXAS LLC IN THE AMOUNT OF  
\$46,845,505.00 FOR THE NORTHEAST SEWER LINE  
PROJECT; AND APPROPRIATING AND  
TRANSFERRING FUNDS**

**WHEREAS**, the City Manager approved plans and specification and authorized advertisement for bids for the Northeast Sewer Line Project; and

**WHEREAS**, the lowest bid was submitted by Belt Construction of Texas LLC in the amount of \$46,845,505.00 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 Belt Construction of Texas LLC for the Northeast Sewer Line Project to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to award a contract to Belt Construction of Texas LLC for the Northeast Sewer Line Project;

**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 \$46,845,505.00 with Belt Construction of Texas LLC for the Northeast Sewer Line Project. 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 \$29,884,209.00 shall be available in the Water & Sewer Fund and shall be appropriated to a project and that \$16,961,296.00 shall be available in the Utilities Fund unappropriated fund balance and shall be appropriated and transferred to a project.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Belt Construction of Texas LLC 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 \_\_\_\_\_, AD., 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 - NE Sewer Line Project.wpd



# NORTHEAST SEWER LINE

Project Number: U23-04  
City of Midland - Utilities  
May 13, 2024

| CONSTRUCTION PACKAGE A - MIDLAND NORTH EAST SEWER LINE |          |                                                                        |                                 |       |                |                |                  |                              |       |                |                |                  |
|--------------------------------------------------------|----------|------------------------------------------------------------------------|---------------------------------|-------|----------------|----------------|------------------|------------------------------|-------|----------------|----------------|------------------|
| BID TAB                                                |          |                                                                        | Belt Construction of Texas, LLC |       |                |                |                  | Oscar Renda Contracting Inc. |       |                |                |                  |
| Bid Item                                               | Pay Note | Description                                                            | Quantity                        | Units | Unit Price     | Bid Total      | Actual Bid Total | Quantity                     | Units | Unit Price     | Bid Total      | Actual Bid Total |
| 1                                                      | M1       | Mobilization Set Up                                                    | 1                               | LS    | \$1,500,000.00 | \$1,500,000.00 | \$ 1,500,000.00  | 1                            | LS    | \$6,000,000.00 | \$6,000,000.00 | \$ 6,000,000.00  |
| 2                                                      | M2       | Mobilization Tear Down                                                 | 1                               | LS    | \$100,000.00   | \$100,000.00   | \$ 100,000.00    | 1                            | LS    | \$100,000.00   | \$100,000.00   | \$ 100,000.00    |
| 3                                                      | M3       | Bore Pit                                                               | 26                              | LS    | \$55,000.00    | \$1,430,000.00 | \$ 1,430,000.00  | 26                           | LS    | \$1,300,000.00 | \$1,300,000.00 | \$ 33,800,000.00 |
| 4                                                      | M4       | Receiving Pit                                                          | 26                              | LS    | \$10,000.00    | \$260,000.00   | \$ 260,000.00    | 26                           | LS    | \$260,000.00   | \$260,000.00   | \$ 6,760,000.00  |
| 5                                                      | M5       | 60" Bore For Casing Pipe (Other Than Open Cut)                         | 3307                            | LF    | \$1,900.00     | \$6,283,300.00 | \$ 6,283,300.00  | 3307                         | LF    | \$1,500.00     | \$4,960,500.00 | \$ 4,960,500.00  |
| 6                                                      | M5       | 48" Bore For Casing Pipe (Other Than Open Cut)                         | 595                             | LF    | \$2,000.00     | \$1,190,000.00 | \$ 1,190,000.00  | 595                          | LF    | \$1,300.00     | \$773,500.00   | \$ 773,500.00    |
| 7                                                      | M6       | 60" Steel Pipe Casing (1/4" Wall Thickness)                            | 3307                            | LF    | \$600.00       | \$1,984,200.00 | \$ 1,984,200.00  | 3307                         | LF    | \$800.00       | \$2,645,600.00 | \$ 2,645,600.00  |
| 8                                                      | M6       | 48" Steel Pipe Casing (1/4" Wall Thickness)                            | 595                             | LF    | \$500.00       | \$297,500.00   | \$ 297,500.00    | 595                          | LF    | \$600.00       | \$357,000.00   | \$ 357,000.00    |
| 9                                                      | M7       | Fencing                                                                | 10400                           | LF    | \$14.00        | \$145,600.00   | \$ 145,600.00    | 10400                        | LF    | \$10.00        | \$104,000.00   | \$ 104,000.00    |
| 10                                                     | M8       | Relocate Cluster Mailbox Foundation                                    | 1                               | EA    | \$3,000.00     | \$3,000.00     | \$ 3,000.00      | 1                            | EA    | \$2,000.00     | \$2,000.00     | \$ 2,000.00      |
| 11                                                     | M9       | Relocate Mailbox Foundation                                            | 21                              | EA    | \$250.00       | \$5,250.00     | \$ 5,250.00      | 21                           | EA    | \$500.00       | \$10,500.00    | \$ 10,500.00     |
| 12                                                     | M10      | Erosion/Sediment Control                                               | 18                              | MO    | \$500.00       | \$9,000.00     | \$ 9,000.00      | 20                           | MO    | \$15,000.00    | \$300,000.00   | \$ 300,000.00    |
| 13                                                     | M11      | Traffic Control                                                        | 18                              | MO    | \$500.00       | \$9,000.00     | \$ 9,000.00      | 20                           | MO    | \$12,500.00    | \$250,000.00   | \$ 250,000.00    |
| 14                                                     | M12      | Job Site Safety                                                        | 18                              | MO    | \$500.00       | \$9,000.00     | \$ 9,000.00      | 20                           | MO    | \$150,000.00   | \$3,000,000.00 | \$ 3,000,000.00  |
| 15                                                     | M13      | Seeding & Stabilization (Northeast Sewer Line)                         | 25.9                            | AC    | \$3,000.00     | \$77,700.00    | \$ 77,700.00     | 25.9                         | AC    | \$1,500.00     | \$38,850.00    | \$ 38,850.00     |
| 16                                                     | M14      | Spray Watering (Northeast Sewer Line)                                  | 1                               | LS    | \$80,000.00    | \$80,000.00    | \$ 80,000.00     | 1                            | LS    | \$20,000.00    | \$20,000.00    | \$ 20,000.00     |
| 17                                                     | M15      | Mechanical Screen Assembly & Controls                                  | 1                               | LS    | \$640,000.00   | \$640,000.00   | \$ 640,000.00    | 1                            | LS    | \$400,000.00   | \$400,000.00   | \$ 400,000.00    |
| 18                                                     | M16      | Material Mark-up                                                       | N / A                           | N / A | 15%            | 15%            | N / A            | N / A                        | N / A | 10%            | 10%            | N / A            |
| 19                                                     | M17      | Labor Mark-up (Regular Work Hours)                                     | N / A                           | N / A | 15%            | 15%            | N / A            | N / A                        | N / A | 20%            | 20%            | N / A            |
| 20                                                     | M18      | Equipment Rental Mark-up (Non-Standard Equipment Only)                 | N / A                           | N / A | 15%            | 15%            | N / A            | N / A                        | N / A | 10%            | 10%            | N / A            |
| 1                                                      | D1       | Removal & Disposal of Existing Lift Station                            | 1                               | LS    | \$130,000.00   | \$130,000.00   | \$ 130,000.00    | 1                            | LS    | \$30,000.00    | \$30,000.00    | \$ 30,000.00     |
| 2                                                      | D2       | Removal & Disposal of Existing Unclassified Caliche Pavement           | 250                             | SY    | \$2.00         | \$500.00       | \$ 500.00        | 250                          | SY    | \$40.00        | \$10,000.00    | \$ 10,000.00     |
| 3                                                      | D2       | Removal & Disposal of Existing Unclassified Pavement                   | 11450                           | SY    | \$2.00         | \$22,900.00    | \$ 22,900.00     | 11450                        | SY    | \$20.00        | \$229,000.00   | \$ 229,000.00    |
| 4                                                      | D3       | Removal & Disposal of Existing Miscellaneous Concrete                  | 2625                            | SY    | \$2.00         | \$5,250.00     | \$ 5,250.00      | 2625                         | SY    | \$20.00        | \$52,500.00    | \$ 52,500.00     |
| 5                                                      | D4       | Removal & Disposal of Existing Fence                                   | 10400                           | LF    | \$3.00         | \$31,200.00    | \$ 31,200.00     | 10400                        | LF    | \$5.00         | \$52,000.00    | \$ 52,000.00     |
| 6                                                      | D5       | Removal & Replacement of Existing Railroad Tie                         | 1                               | LS    | \$10,000.00    | \$10,000.00    | \$ 10,000.00     | 1                            | LS    | \$50,000.00    | \$50,000.00    | \$ 50,000.00     |
| 7                                                      | D6       | Removal & Disposal of Existing Tree                                    | 1                               | EA    | \$1,500.00     | \$1,500.00     | \$ 1,500.00      | 1                            | EA    | \$1,500.00     | \$1,500.00     | \$ 1,500.00      |
| 8                                                      | D7       | Removal & Disposal of Existing Influent Bar Screen Assembly & Controls | 1                               | LS    | \$16,000.00    | \$16,000.00    | \$ 16,000.00     | 1                            | LS    | \$100,000.00   | \$100,000.00   | \$ 100,000.00    |

| CONSTRUCTION PACKAGE A - MIDLAND NORTH EAST SEWER LINE |          |                                                          |                                 |       |             |                 |                  |                              |       |             |                |                  |
|--------------------------------------------------------|----------|----------------------------------------------------------|---------------------------------|-------|-------------|-----------------|------------------|------------------------------|-------|-------------|----------------|------------------|
| BID TAB                                                |          |                                                          | Belt Construction of Texas, LLC |       |             |                 |                  | Oscar Renda Contracting Inc. |       |             |                |                  |
| Bid Item                                               | Pay Note | Description                                              | Quantity                        | Units | Unit Price  | Bid Total       | Actual Bid Total | Quantity                     | Units | Unit Price  | Bid Total      | Actual Bid Total |
| 1                                                      | WW1      | 42" ASTM F679 (PS 115), PVC, Wastewater Main             | 12720                           | LF    | \$470.00    | \$5,978,400.00  | \$ 5,978,400.00  | 12720                        | LF    | \$400.00    | \$5,088,000.00 | \$ 5,088,000.00  |
| 2                                                      | WW1      | 36" ASTM F679 (PS 115), PVC, Wastewater Main             | 24400                           | LF    | \$425.00    | \$10,370,000.00 | \$ 10,370,000.00 | 24400                        | LF    | \$290.00    | \$7,076,000.00 | \$ 7,076,000.00  |
| 3                                                      | WW1      | 12" SDR 26 ASTM D2241, PVC, Wastewater Main              | 1260                            | LF    | \$40.00     | \$50,400.00     | \$ 50,400.00     | 1260                         | LF    | \$600.00    | \$756,000.00   | \$ 756,000.00    |
| 4                                                      | WW2      | 72"x72" Concrete Junction Box & Cover (0'-15' Deep)      | 2                               | EA    | \$70,000.00 | \$140,000.00    | \$ 140,000.00    | 2                            | EA    | \$45,000.00 | \$90,000.00    | \$ 90,000.00     |
| 5                                                      | WW3      | 60" Fiberglass Manhole & Cover (0'-5' Deep)              | 54                              | EA    | \$15,000.00 | \$810,000.00    | \$ 810,000.00    | 54                           | EA    | \$45,000.00 | \$2,430,000.00 | \$ 2,430,000.00  |
| 6                                                      | WW3      | 48" Fiberglass Manhole & Cover (0'-5' Deep)              | 6                               | EA    | \$14,000.00 | \$84,000.00     | \$ 84,000.00     | 6                            | EA    | \$52,000.00 | \$312,000.00   | \$ 312,000.00    |
| 7                                                      | WW4      | 60" Fiberglass Manhole & Hinge & Lock Lid (0'-5' Deep)   | 2                               | EA    | \$14,500.00 | \$29,000.00     | \$ 29,000.00     | 2                            | EA    | \$52,000.00 | \$104,000.00   | \$ 104,000.00    |
| 8                                                      | WW5      | 60" Fiberglass Manhole Additional Bury Depth (> 5' Deep) | 975                             | VF    | \$800.00    | \$780,000.00    | \$ 780,000.00    | 975                          | VF    | \$1,200.00  | \$1,170,000.00 | \$ 1,170,000.00  |
| 9                                                      | WW5      | 48" Fiberglass Manhole Additional Bury Depth (> 5' Deep) | 80                              | VF    | \$500.00    | \$40,000.00     | \$ 40,000.00     | 80                           | VF    | \$1,200.00  | \$96,000.00    | \$ 96,000.00     |
| 10                                                     | WW6      | Open Trenching of Wastewater Main (0'-15' Deep)          | 2750                            | LF    | \$150.00    | \$412,500.00    | \$ 412,500.00    | 2750                         | LF    | \$280.00    | \$770,000.00   | \$ 770,000.00    |
| 11                                                     | WW6      | Open Trenching of Wastewater Main (15'-20' Deep)         | 14210                           | LF    | \$175.00    | \$2,486,750.00  | \$ 2,486,750.00  | 14210                        | LF    | \$465.00    | \$6,607,650.00 | \$ 6,607,650.00  |
| 12                                                     | WW6      | Open Trenching of Wastewater Main (20'-25' Deep)         | 7900                            | LF    | \$300.00    | \$2,370,000.00  | \$ 2,370,000.00  | 7900                         | LF    | \$700.00    | \$5,530,000.00 | \$ 5,530,000.00  |
| 13                                                     | WW6      | Open Trenching of Wastewater Main (25'-30' Deep)         | 3150                            | LF    | \$400.00    | \$1,260,000.00  | \$ 1,260,000.00  | 3150                         | LF    | \$930.00    | \$2,929,500.00 | \$ 2,929,500.00  |
| 14                                                     | WW6      | Open Trenching of Wastewater Main (30'-35' Deep)         | 3900                            | LF    | \$425.00    | \$1,657,500.00  | \$ 1,657,500.00  | 3900                         | LF    | \$1,200.00  | \$4,680,000.00 | \$ 4,680,000.00  |
| 15                                                     | WW6      | Open Trenching of Wastewater Main (35'-40' Deep)         | 3050                            | LF    | \$450.00    | \$1,372,500.00  | \$ 1,372,500.00  | 3050                         | LF    | \$1,600.00  | \$4,880,000.00 | \$ 4,880,000.00  |
| 16                                                     | WW6      | Open Trenching of Wastewater Main (40'-45' Deep)         | 2550                            | LF    | \$475.00    | \$1,211,250.00  | \$ 1,211,250.00  | 2550                         | LF    | \$2,500.00  | \$6,375,000.00 | \$ 6,375,000.00  |
| 17                                                     | WW6      | Open Trenching of Wastewater Main (45'-50' Deep)         | 350                             | LF    | \$500.00    | \$175,000.00    | \$ 175,000.00    | 350                          | LF    | \$2,700.00  | \$945,000.00   | \$ 945,000.00    |
| 1                                                      | P1       | 6" Concrete Pavement Repair                              | 2625                            | SY    | \$170.00    | \$446,250.00    | \$ 446,250.00    | 2625                         | SY    | \$850.00    | \$2,231,250.00 | \$ 2,231,250.00  |
| 2                                                      | P2       | 2" Type C HMAc Asphalt Pavement Repair (PG64-22)         | 11450                           | SY    | \$40.00     | \$458,000.00    | \$ 458,000.00    | 11450                        | SY    | \$40.00     | \$458,000.00   | \$ 458,000.00    |
| 3                                                      | P3       | 2" Type D HMAc Asphalt Pavement Repair (PG70-22)         | 11450                           | SY    | \$70.00     | \$801,500.00    | \$ 801,500.00    | 11450                        | SY    | \$40.00     | \$458,000.00   | \$ 458,000.00    |
| 4                                                      | P4       | Bituminous Prime Coat (MC-30, 0.20 Gal / SY)             | 2290                            | GAL   | \$15.00     | \$34,350.00     | \$ 34,350.00     | 2290                         | GAL   | \$8.00      | \$18,320.00    | \$ 18,320.00     |
| 5                                                      | P5       | Tack Coat (MC-30, 0.10 Gal / SY)                         | 1145                            | GAL   | \$19.00     | \$21,755.00     | \$ 21,755.00     | 1145                         | GAL   | \$4.00      | \$4,580.00     | \$ 4,580.00      |
| 6                                                      | P6       | Flowable Fill / 2-Sack Backfill                          | 160                             | SY    | \$25.00     | \$4,000.00      | \$ 4,000.00      | 160                          | SY    | \$85.00     | \$13,600.00    | \$ 13,600.00     |
| 7                                                      | P7       | 6" Base Rock Pavement Repair (Flexible Base)             | 250                             | SY    | \$7.00      | \$1,750.00      | \$ 1,750.00      | 250                          | SY    | \$40.00     | \$10,000.00    | \$ 10,000.00     |

|                  |                 |                  |                  |                 |                   |
|------------------|-----------------|------------------|------------------|-----------------|-------------------|
| Base Bid Total = | \$45,235,805.00 | \$ 45,235,805.00 | Base Bid Total = | \$74,071,850.00 | \$ 113,079,850.00 |
|                  |                 | \$ -             |                  |                 | \$39,008,000.00   |

| CONSTRUCTION PACKAGE B - PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN |          |                                                          |                                 |       |                |                |                  |                              |       |                |                |                  |
|---------------------------------------------------------------------------------|----------|----------------------------------------------------------|---------------------------------|-------|----------------|----------------|------------------|------------------------------|-------|----------------|----------------|------------------|
| BID TAB                                                                         |          |                                                          | Belt Construction of Texas, LLC |       |                |                |                  | Oscar Renda Contracting Inc. |       |                |                |                  |
| Bid Item                                                                        | Pay Note | Description                                              | Quantity                        | Units | Unit Price     | Bid Total      | Actual Bid Total | Quantity                     | Units | Unit Price     | Bid Total      | Actual Bid Total |
| 1                                                                               | M1       | Mobilization Set Up                                      | 1                               | LS    | \$20,000.00    | \$20,000.00    | \$ 20,000.00     | 1                            | LS    | \$1,000,000.00 | \$1,000,000.00 | \$ 1,000,000.00  |
| 2                                                                               | M2       | Mobilization Tear Down                                   | 1                               | LS    | \$5,000.00     | \$5,000.00     | \$ 5,000.00      | 1                            | LS    | \$100,000.00   | \$100,000.00   | \$ 100,000.00    |
| 3                                                                               | M10      | Erosion/Sediment Control                                 | 4                               | MO    | \$500.00       | \$2,000.00     | \$ 2,000.00      | 4                            | MO    | \$12,000.00    | \$48,000.00    | \$ 48,000.00     |
| 4                                                                               | M11      | Traffic Control                                          | 4                               | MO    | \$500.00       | \$2,000.00     | \$ 2,000.00      | 4                            | MO    | \$15,000.00    | \$60,000.00    | \$ 60,000.00     |
| 5                                                                               | M12      | Job Site Safety                                          | 4                               | MO    | \$500.00       | \$2,000.00     | \$ 2,000.00      | 4                            | MO    | \$150,000.00   | \$600,000.00   | \$ 600,000.00    |
| 6                                                                               | M13      | Seeding & Stabilization                                  | 1.3                             | AC    | \$3,600.00     | \$4,680.00     | \$ 4,680.00      | 1.3                          | AC    | \$1,500.00     | \$1,950.00     | \$ 1,950.00      |
| 7                                                                               | M14      | Spray Watering                                           | 1                               | LS    | \$6,000.00     | \$6,000.00     | \$ 6,000.00      | 1                            | LS    | \$15,000.00    | \$15,000.00    | \$ 15,000.00     |
| 8                                                                               | M16      | Material Mark-up                                         | N / A                           | N / A | 15%            | 15%            | N / A            | N / A                        | N / A | 10%            | 10%            | N / A            |
| 9                                                                               | M17      | Labor Mark-up (Regular Work Hours)                       | N / A                           | N / A | 15%            | 15%            | N / A            | N / A                        | N / A | 20%            | 20%            | N / A            |
| 10                                                                              | M18      | Equipment Rental Mark-up (Non-Standard Equipment Only)   | N / A                           | N / A | 15%            | 15%            | N / A            | N / A                        | N / A | 10%            | 10%            | N / A            |
|                                                                                 |          |                                                          |                                 |       |                |                |                  |                              |       |                |                |                  |
| 1                                                                               | D2       | Removal & Disposal of Existing Unclassified Pavement     | 390                             | SY    | \$2.00         | \$780.00       | \$ 780.00        | 390                          | SY    | \$30.00        | \$11,700.00    | \$ 11,700.00     |
| 2                                                                               | D8       | Removal & Disposal of Existing Concrete Curb & Gutter    | 190                             | LF    | \$2.00         | \$380.00       | \$ 380.00        | 190                          | LF    | \$45.00        | \$8,550.00     | \$ 8,550.00      |
| 3                                                                               | D9       | Removal & Disposal of Existing Concrete Sidewalk & Ramps | 5                               | SY    | \$40.00        | \$200.00       | \$ 200.00        | 5                            | SY    | \$145.00       | \$725.00       | \$ 725.00        |
|                                                                                 |          |                                                          |                                 |       |                |                |                  |                              |       |                |                |                  |
| 1                                                                               | WW7      | Pump Station                                             | 1                               | LS    | \$1,140,000.00 | \$1,140,000.00 | \$ 1,140,000.00  | 1                            | LS    | \$2,000,000.00 | \$2,000,000.00 | \$ 2,000,000.00  |
| 2                                                                               | WW8      | 8" ASTM F2619, HDPE, Wastewater Force Main               | 1420                            | LF    | \$150.00       | \$213,000.00   | \$ 213,000.00    | 1420                         | LF    | \$50.00        | \$71,000.00    | \$ 71,000.00     |
| 3                                                                               | WW9      | Flow Meter                                               | 1                               | LS    | \$75,000.00    | \$75,000.00    | \$ 75,000.00     | 1                            | LS    | \$25,000.00    | \$25,000.00    | \$ 25,000.00     |
| 4                                                                               | WW10     | Connect to Existing Wastewater Main                      | 13                              | EA    | \$5,000.00     | \$65,000.00    | \$ 65,000.00     | 13                           | EA    | \$25,000.00    | \$325,000.00   | \$ 325,000.00    |
| 5                                                                               | WW11     | 6" Wastewater Main Plug                                  | 11                              | EA    | \$3,700.00     | \$40,700.00    | \$ 40,700.00     | 11                           | EA    | \$4,500.00     | \$49,500.00    | \$ 49,500.00     |
| 6                                                                               | WW12     | Open Trenching of Wastewater Force Main (0'-15' Deep)    | 1420                            | LF    | \$2.00         | \$2,840.00     | \$ 2,840.00      | 1420                         | LF    | \$15.00        | \$21,300.00    | \$ 21,300.00     |
|                                                                                 |          |                                                          |                                 |       |                |                |                  |                              |       |                |                |                  |
| 1                                                                               | P3       | 2" Type D HMAC Asphalt Pavement Repair (PG70-22)         | 390                             | SY    | \$40.00        | \$15,600.00    | \$ 15,600.00     | 390                          | SY    | \$40.00        | \$15,600.00    | \$ 15,600.00     |
| 2                                                                               | P4       | Bituminous Prime Coat (MC-30, 0.20 Gal / SY)             | 78                              | GAL   | \$15.00        | \$1,170.00     | \$ 1,170.00      | 78                           | GAL   | \$8.00         | \$624.00       | \$ 624.00        |
| 3                                                                               | P8       | Ribbon Concrete Curb & Gutter                            | 190                             | LF    | \$65.00        | \$12,350.00    | \$ 12,350.00     | 190                          | LF    | \$90.00        | \$17,100.00    | \$ 17,100.00     |
| 4                                                                               | P9       | 4" Concrete Sidewalk                                     | 5                               | SY    | \$200.00       | \$1,000.00     | \$ 1,000.00      | 5                            | SY    | \$100.00       | \$500.00       | \$ 500.00        |

Bidders submitted their own quantities of months for these bid items in accordance with the Proposal Time criteria used for this project's selection matrix.

|                  |                |                 |  |                  |                |                 |
|------------------|----------------|-----------------|--|------------------|----------------|-----------------|
| Base Bid Total = | \$1,609,700.00 | \$ 1,609,700.00 |  | Base Bid Total = | \$4,371,549.00 | \$ 4,371,549.00 |
|                  |                | \$ -            |  |                  |                | \$ -            |

|                                                                                         |                 |                  |  |                  |                 |                   |
|-----------------------------------------------------------------------------------------|-----------------|------------------|--|------------------|-----------------|-------------------|
| Base Bid Combined Project Bid Total (Construction Package A & Construction Package B) = | \$46,845,505.00 | \$ 46,845,505.00 |  | Base Bid Total = | \$78,443,399.00 | \$ 117,451,399.00 |
|                                                                                         |                 | \$ -             |  |                  |                 | \$39,008,000.00   |





# ***Midland North East Sewer Line Construction Package A***

***October 2023***

**Parkhill**

Parkhill.com

***Lori Blong - Mayor***

***Dan Corrales - At-Large  
Robin Poole - At-Large  
Scott Dufford - District 1***

***John Norman - District 2  
Jack Ladd - District 3  
Amy Stretcher Burkes - District 4***

**Parkhill**



Parkhill.com

**Midland North East Sewer Line**



CITY OF MIDLAND

City Of Midland

300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600

PROJECT NO.

2023.10

1. 10-2023 10-2023

2. 10-2023 10-2023

3. 10-2023 10-2023

4. 10-2023 10-2023

5. 10-2023 10-2023

6. 10-2023 10-2023

7. 10-2023 10-2023

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53. 10-2023 10-2023

54. 10-2023 10-2023

55. 10-2023 10-2023

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57. 10-2023 10-2023

58. 10-2023 10-2023

59. 10-2023 10-2023

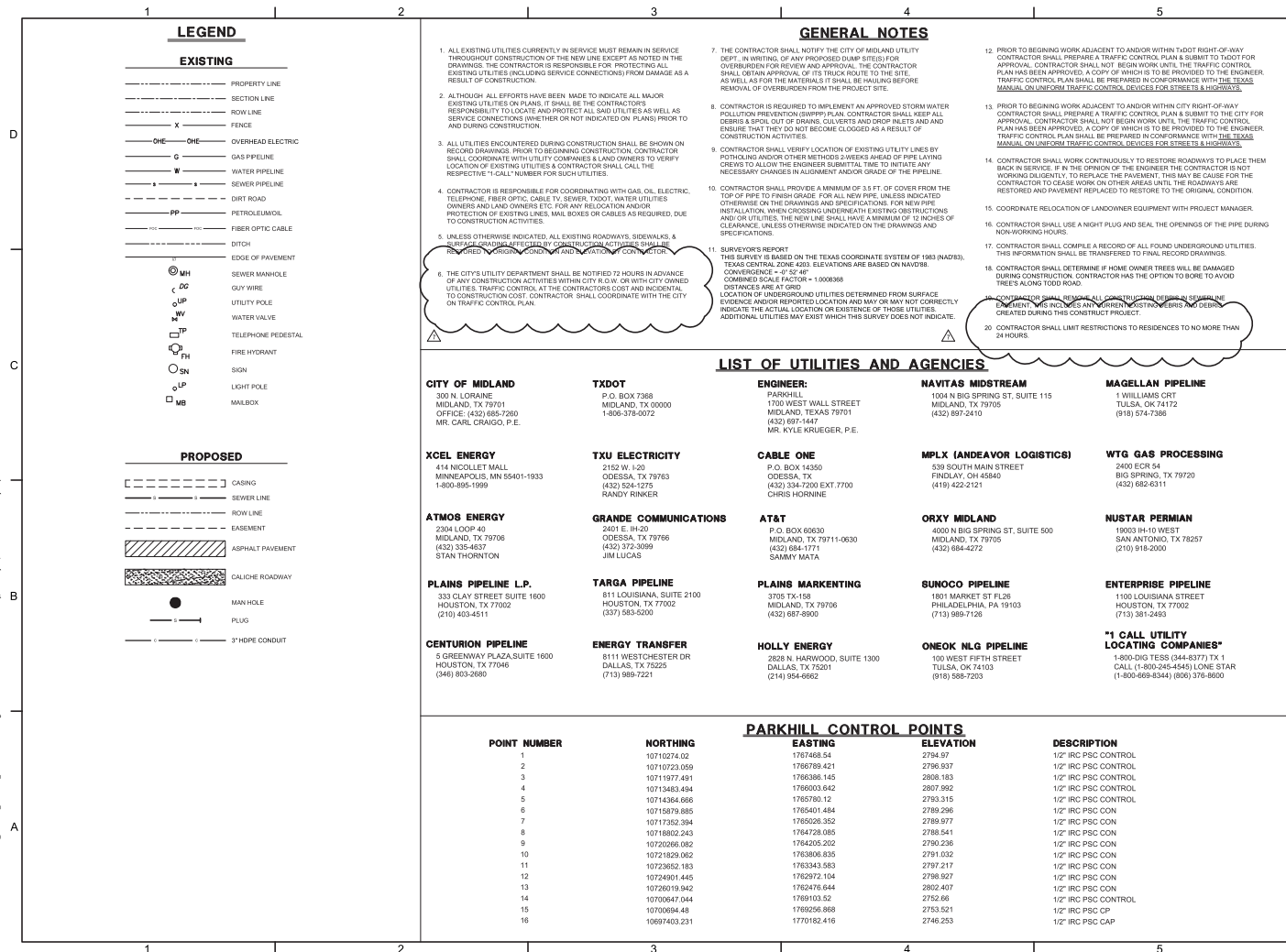
60. 10-2023 10-2023

**Co er Sheet**

**G-001**









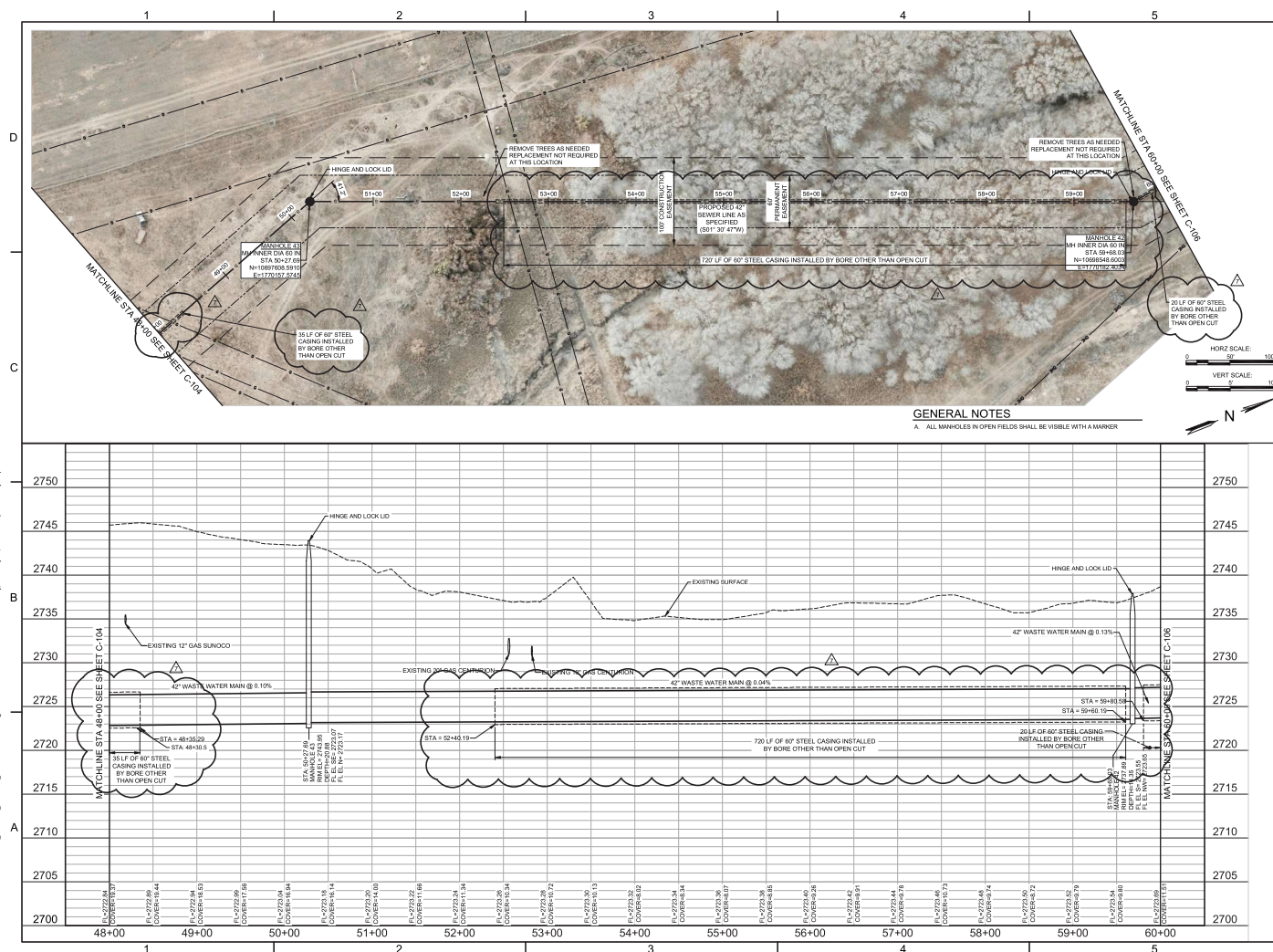












## Parkhill



Midland North East Sewer Line



**CLIENT**  
City Of Midland

300 N. Lorraine  
Midland, Texas 79701-4725  
(432) 686-1600

PROJECT NO.

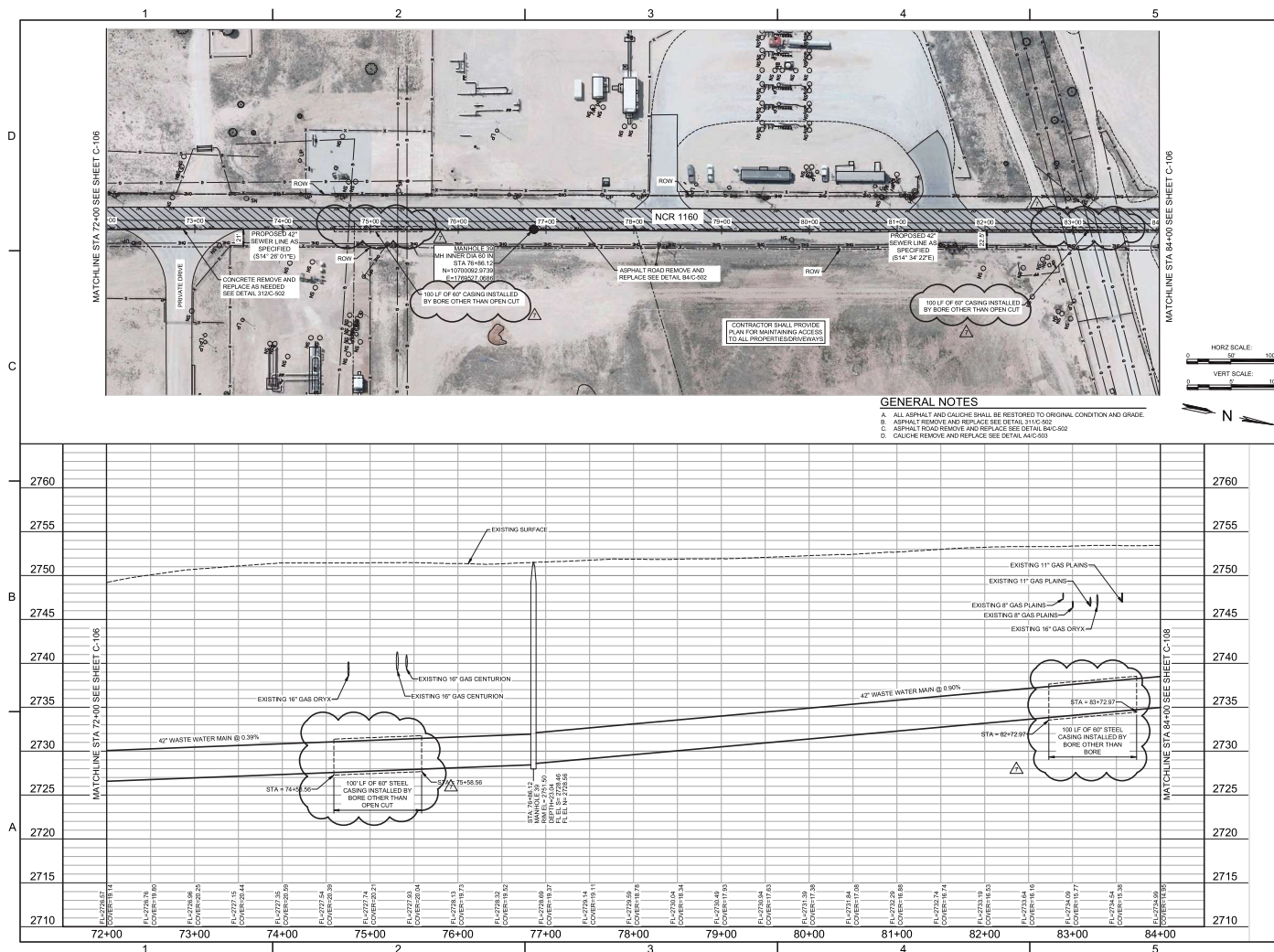
2859.10

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|----------|-------------|--------------------|
| 7        | 2-23-2024   | Addendum #5        |
| 6        | 10-26-2023  | Bid Set            |
| 5        | 8-2-2023    | Sealed Set         |
| 4        | 7-8-2022    | 100% Review        |
| 3        | 3-17-2021   | 90% Review         |
| 2        | 10-15-2020  | 60% Review         |
| 1        | 8-3-2020    | 50% Review         |
| <b>4</b> | <b>DATE</b> | <b>DESCRIPTION</b> |

**Plan And Profile  
STA 48+00 To  
60+00**

**C-105**





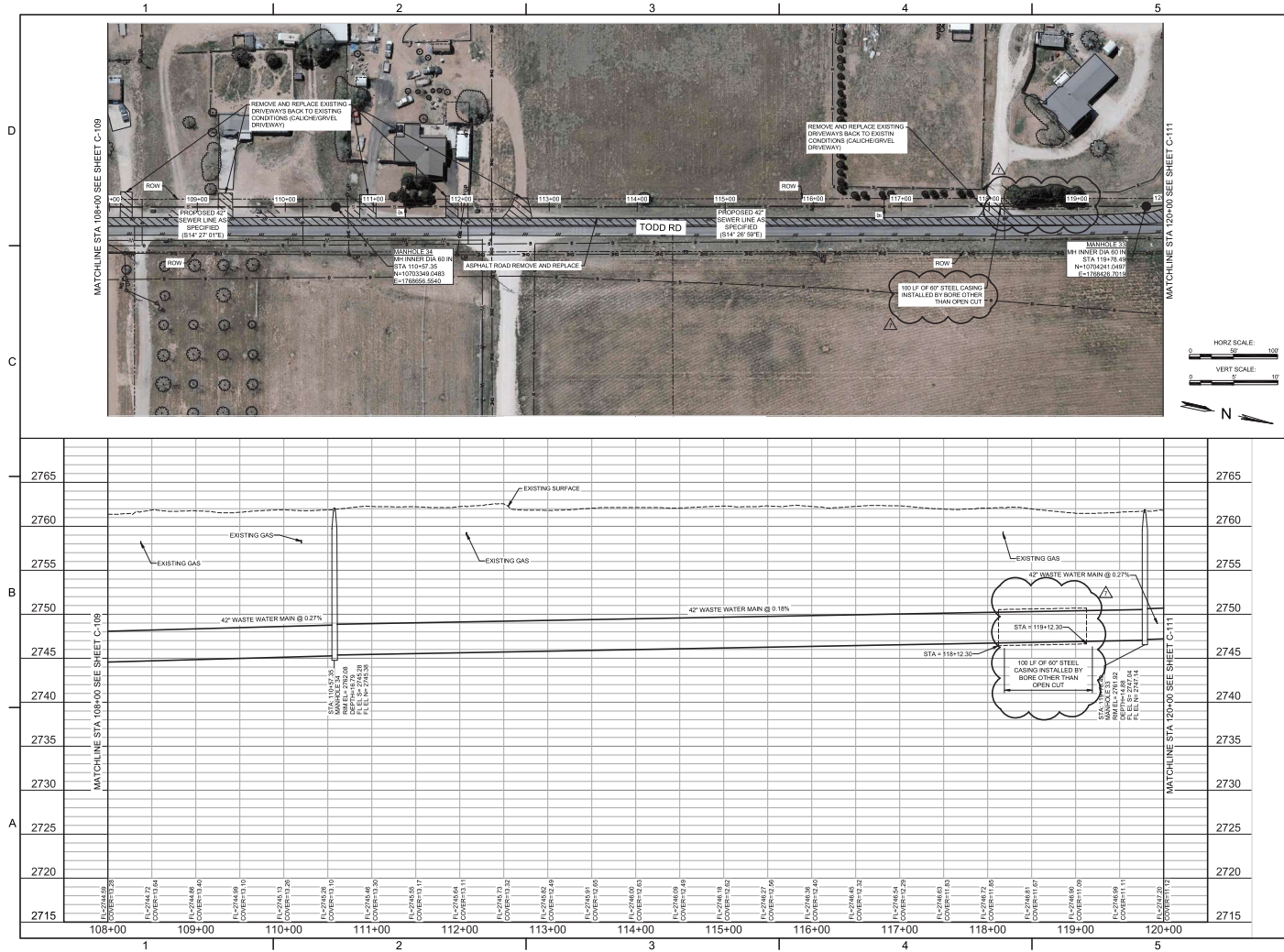








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**Parkhill**



Midland North East Sewer Line



**C-110**  
City Of Midland  
300 N. Lorraine  
Midland, Texas 79701-4725  
(432) 686-1600

| PROJECT NO. |               |
|-------------|---------------|
| 2009.18     |               |
| DATE        | DESCRIPTION   |
| 1-23-2024   | Adopted by IS |
| 10-26-2023  | 8th Set       |
| 8-3-2023    | Revised       |
| 7-5-2023    | 100% Review   |
| 3-17-2023   | 80% Review    |
| 10-12-2022  | 65% Review    |
| 8-3-2020    | 50% Review    |

**Plan And Profile**  
STA 108+00 To  
120+00

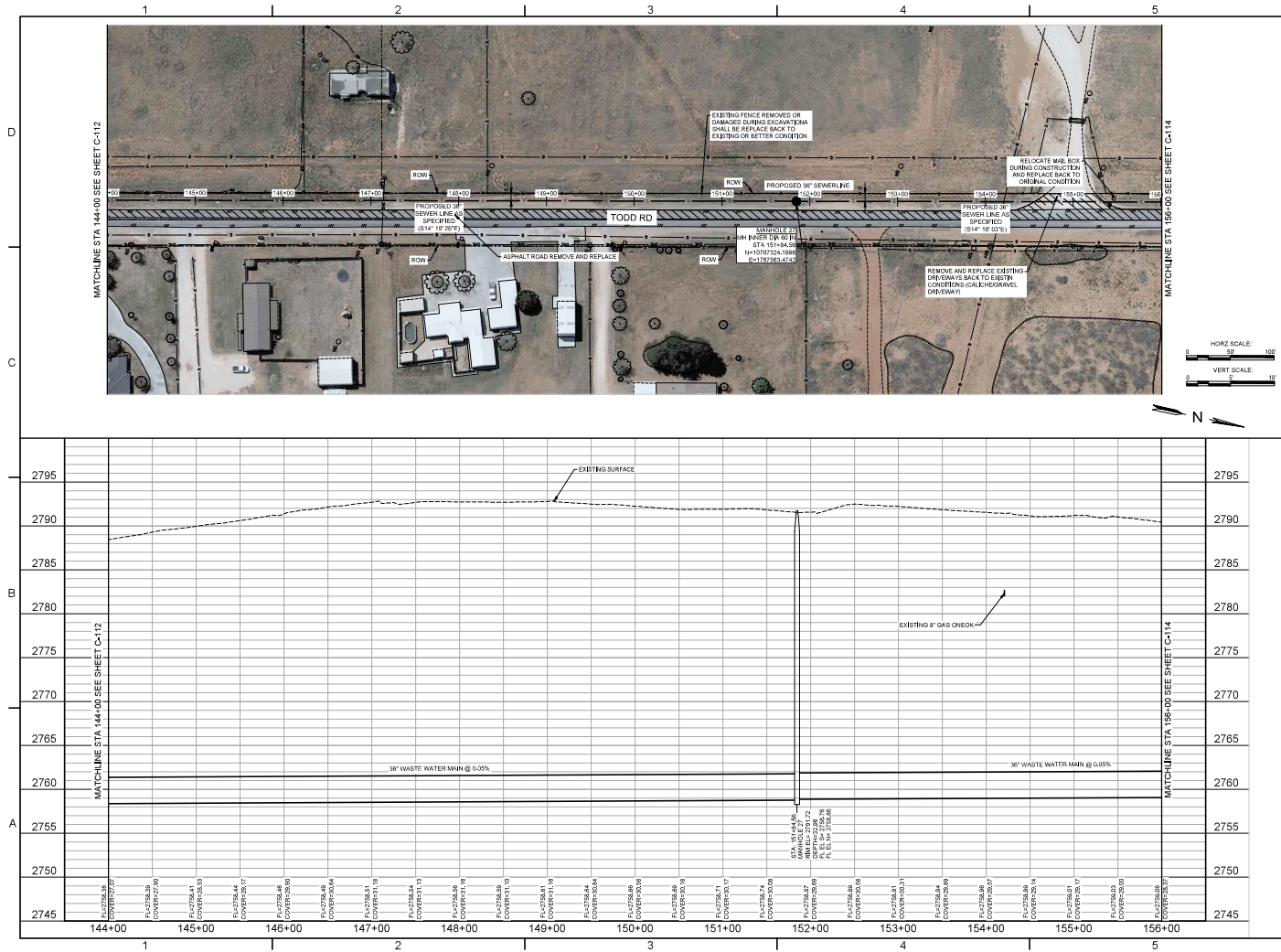
**C-110**







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**Parkhill**



Parkhill.com

Midland North East Sewer Line



**CITY**

**City of Midland**

300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600

**PROJECT NO.**

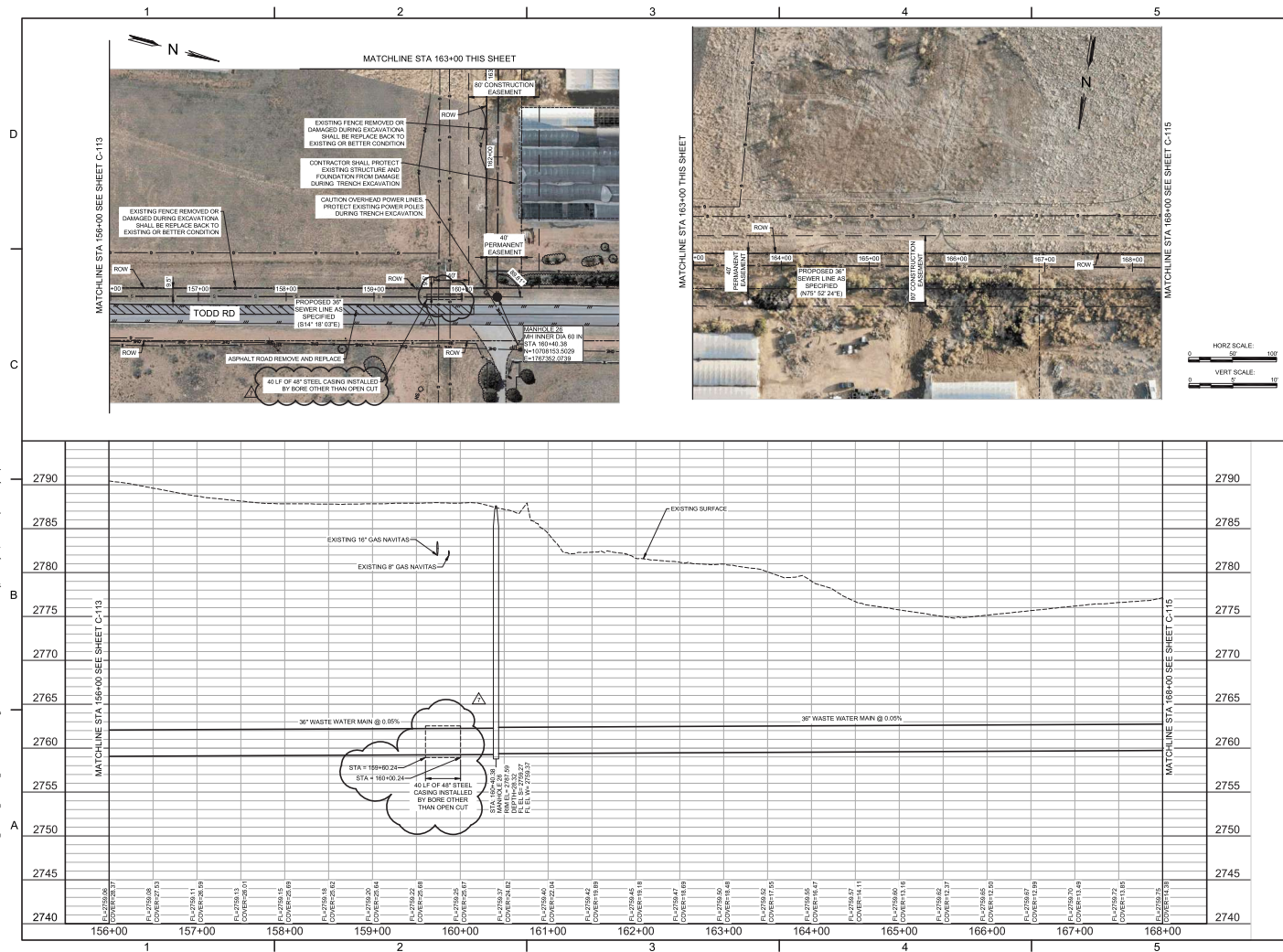
2024.10

|    |            |            |
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| 2  | 10-10-2024 | 10-10-2024 |
| 3  | 10-10-2024 | 10-10-2024 |
| 4  | 10-10-2024 | 10-10-2024 |
| 5  | 10-10-2024 | 10-10-2024 |
| 6  | 10-10-2024 | 10-10-2024 |
| 7  | 10-10-2024 | 10-10-2024 |
| 8  | 10-10-2024 | 10-10-2024 |
| 9  | 10-10-2024 | 10-10-2024 |
| 10 | 10-10-2024 | 10-10-2024 |

**Plan And Profile**  
**STA 144+00 To**  
**156+00**

**C-113**

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Parkhill



Midland North East Sewer Line



CLIENT

City Of Midland

300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600

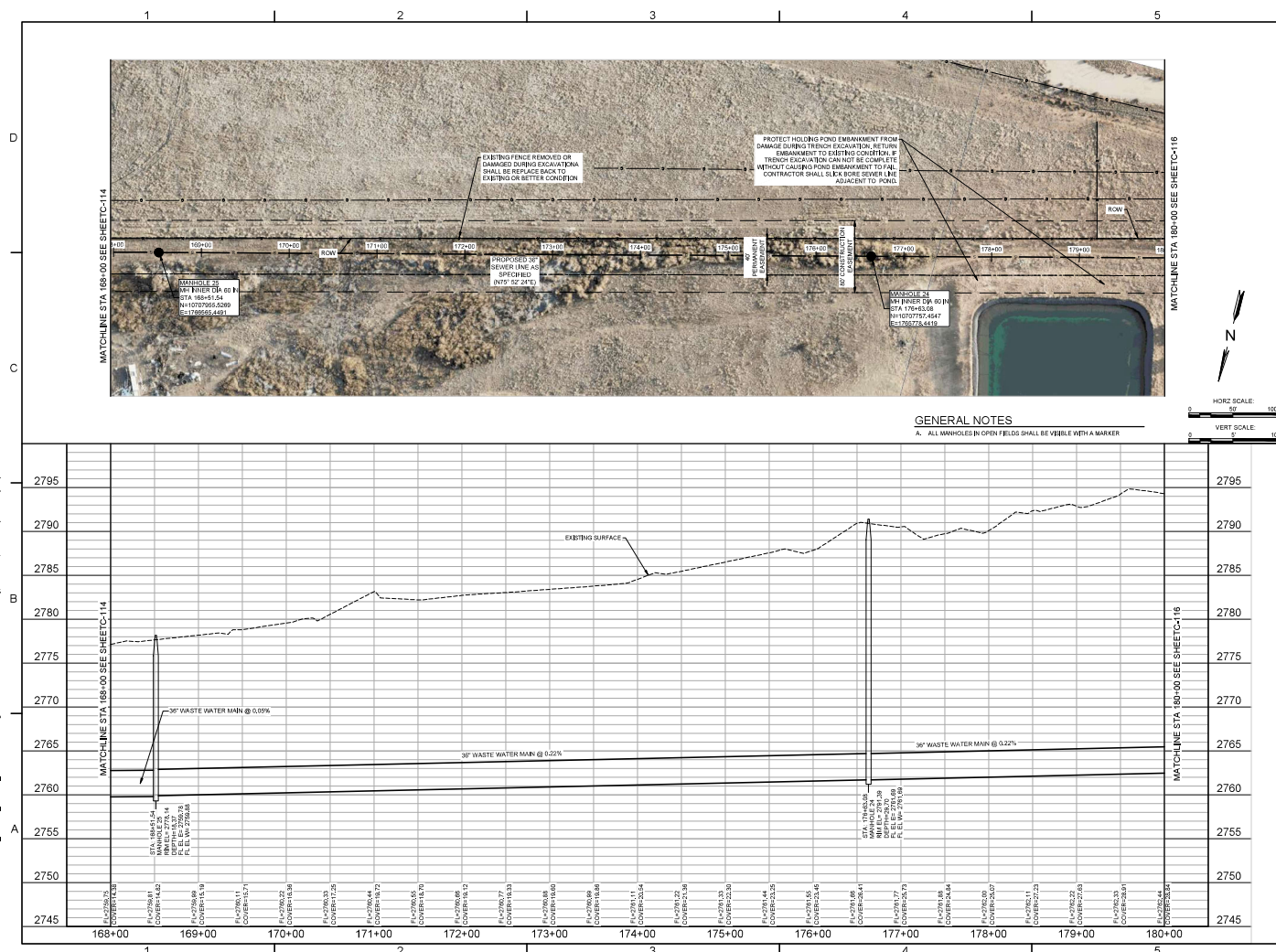
PROJECT NO.

2859.18

| DATE       | DESCRIPTION |
|------------|-------------|
| 1/21/2024  | ADDENDUM #5 |
| 10-26-2023 | 8th Set     |
| 8-3-2023   | Revised     |
| 7-5-2023   | 100% Review |
| 3-17-2023  | 90% Review  |
| 10-10-2022 | 90% Review  |
| 8-3-2020   | 90% Review  |

Plan And Profile  
STA 156+00 To  
168+00

C-114

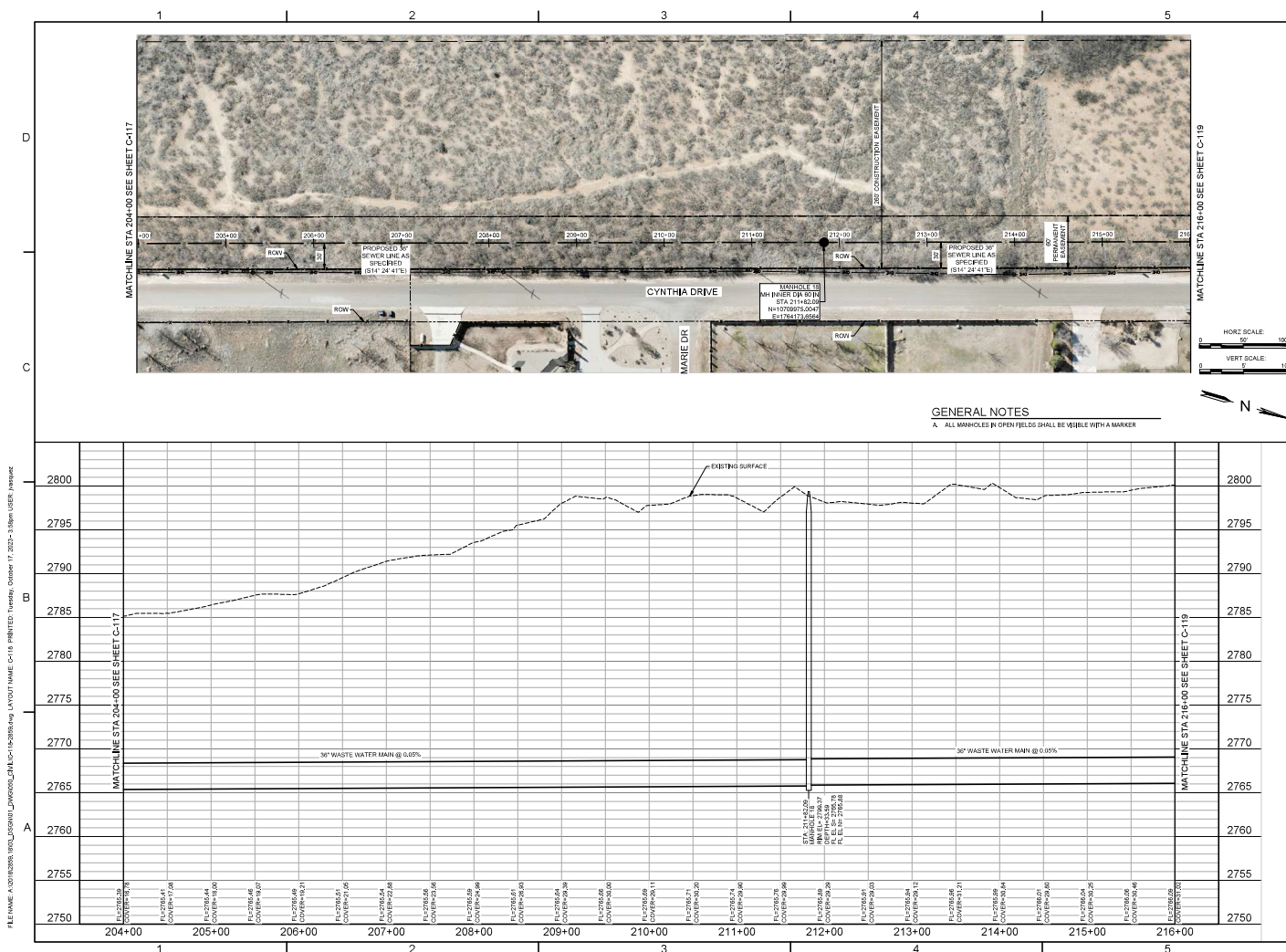












## Parkhill



## Midland North East Sewer Line



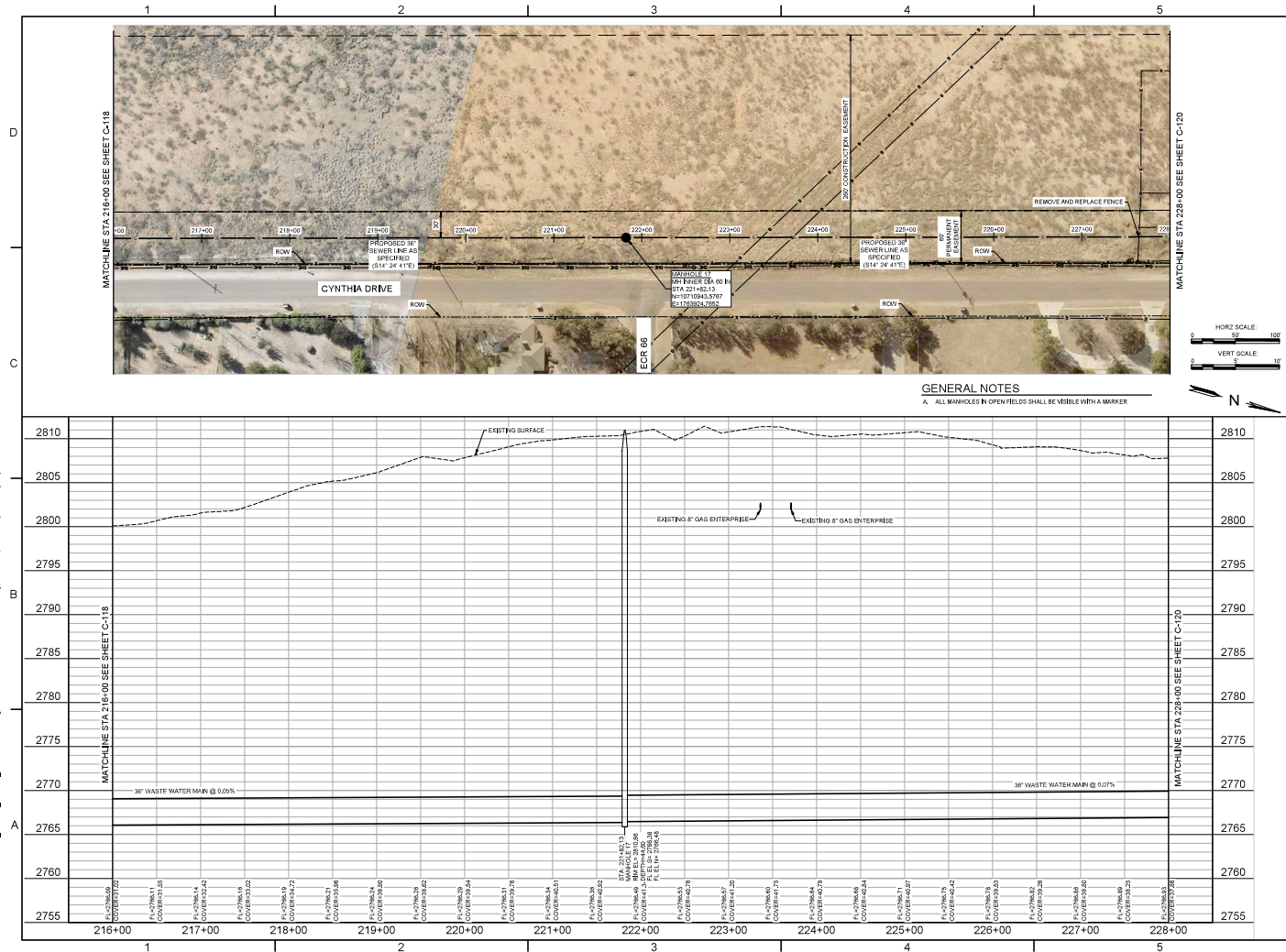
**CLIENT**  
**City Of Midland**  
300 N. Lorraine  
Midland, Texas 79701-4725  
(432) 686-1600

| PROJECT NO.             |                       |
|-------------------------|-----------------------|
| 2050.10                 |                       |
|                         |                       |
|                         |                       |
|                         |                       |
| 6                       | 10-16-2023 80% SET    |
| 5                       | 8-2-2023 Sealed Set   |
| 4                       | 7-8-2022 100% Review  |
| 3                       | 3-11-2021 90% Review  |
| 2                       | 10-15-2020 60% Review |
| 1                       | 8-2-2020 50% Review   |
| a. DATE DISCONTINUATION |                       |

### Plan And Profile STA 204+00 To 216+00

**C-11**

FILE NAME: A:\02\06\2024\WML\JESGRIU\JAWG001\DWG\10-19-2024-1389p-USEE.dwg LAYOUT NAME: C-119 PRINTED: Tuesday, October 17, 2024 1:38pm USER: jjesgriu



**Parkhill**



Midland North East Sewer Line



|                           |            |
|---------------------------|------------|
| Client                    |            |
| City Of Midland           |            |
| 300 N. Loraine            |            |
| Midland, Texas 79701-4725 |            |
| (432) 686-1600            |            |
| Project No.               |            |
| 2024.18                   |            |
| Revision                  |            |
| 1                         | 10/15/2024 |
| 2                         | 10/15/2024 |
| 3                         | 10/15/2024 |
| 4                         | 10/15/2024 |
| 5                         | 10/15/2024 |
| 6                         | 10/15/2024 |
| 7                         | 10/15/2024 |
| 8                         | 10/15/2024 |
| 9                         | 10/15/2024 |
| 10                        | 10/15/2024 |

**Plan And Profile**  
**STA 216+00 To**  
**228+00**  
**C-119**

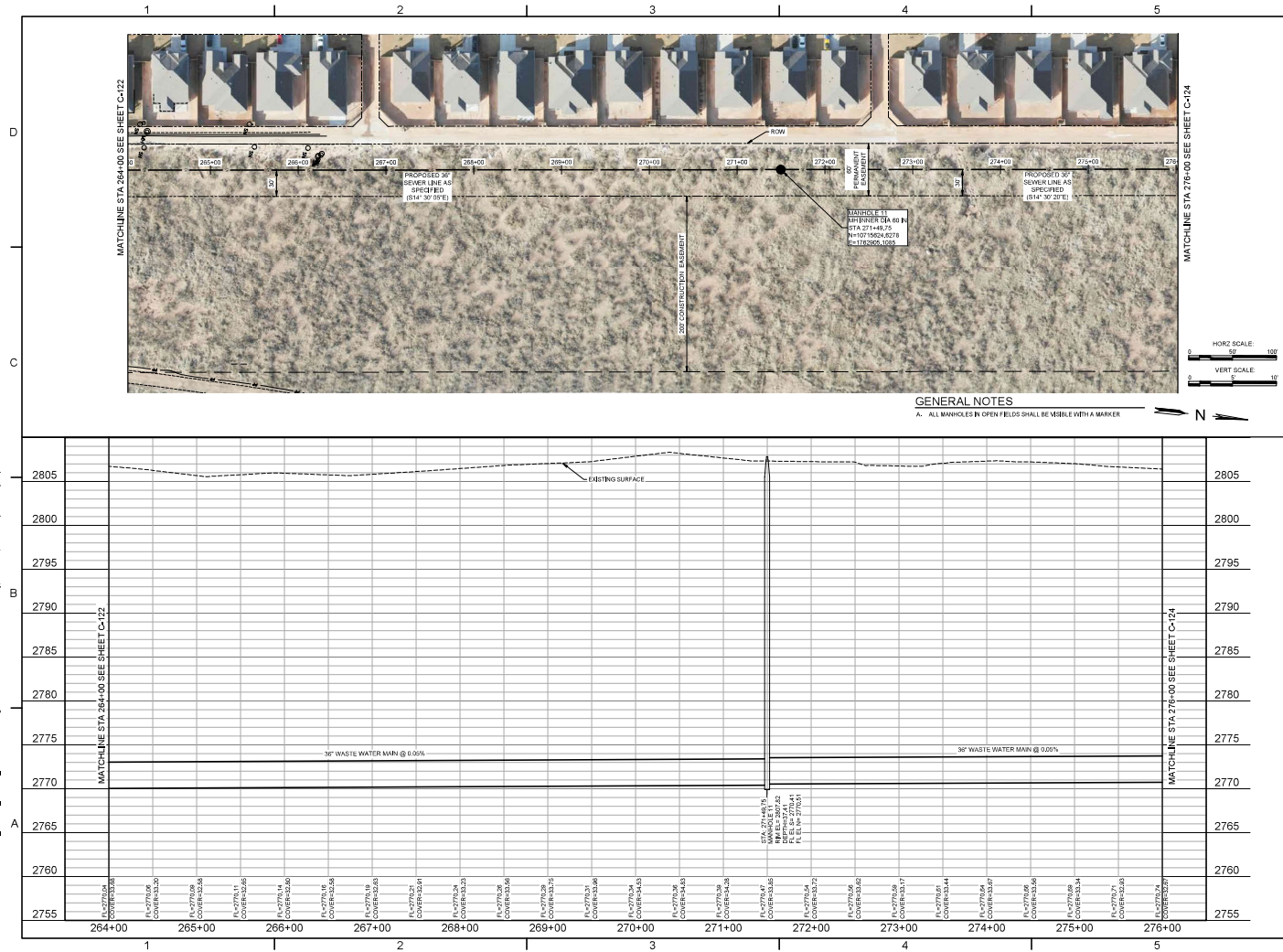








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Parkhill



Midland North East Sewer Line

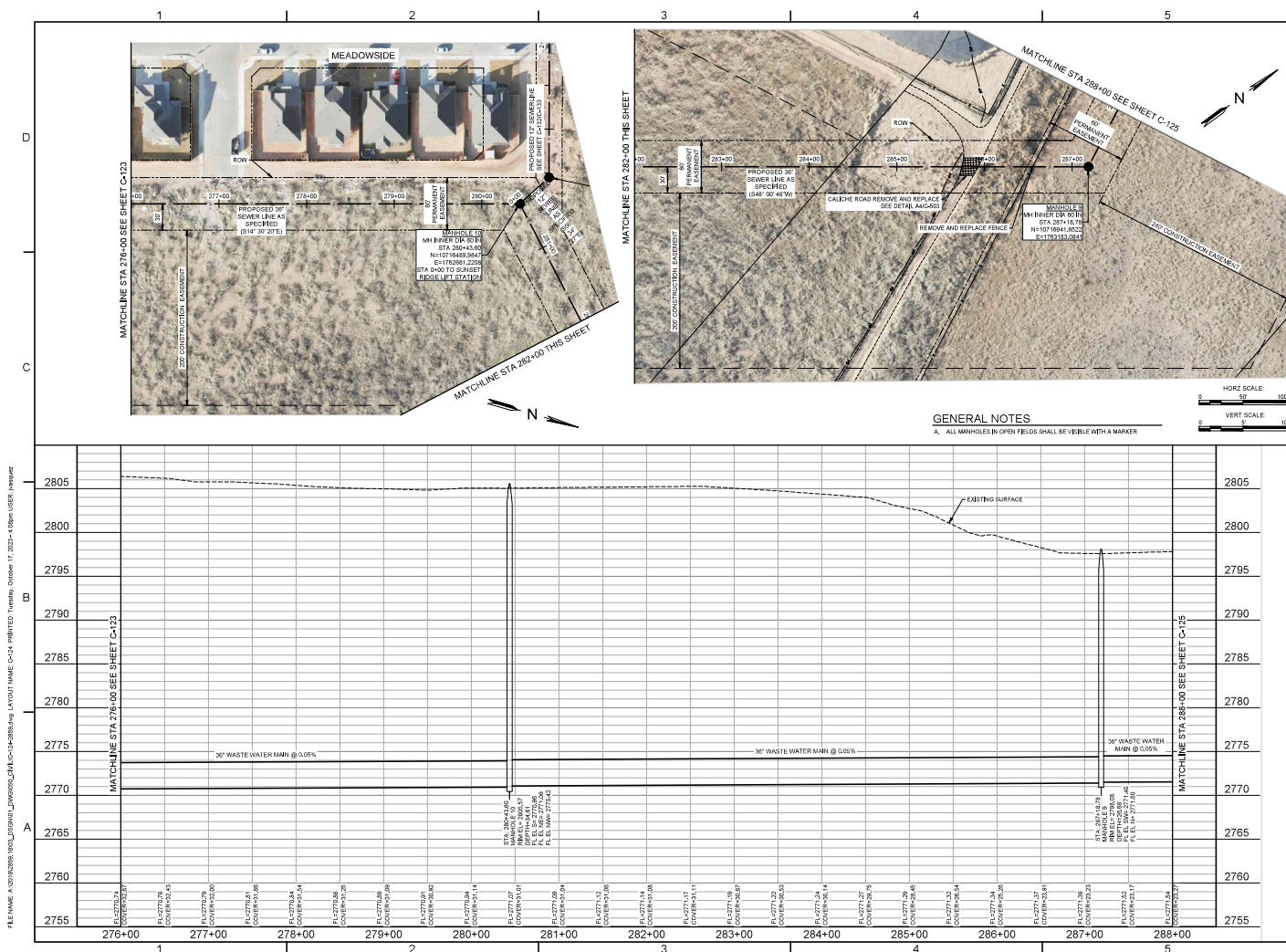


1. BY: City Of Midland  
300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600

PROJECT NO.  
2024.18

| NO. | DESCRIPTION  | DATE     |
|-----|--------------|----------|
| 1   | DESIGN       | 08/20/24 |
| 2   | PERMIT       | 09/04/24 |
| 3   | AS-BUILT     | 09/04/24 |
| 4   | CONSTRUCTION | 09/04/24 |
| 5   | FINAL REVIEW | 09/04/24 |
| 6   | FINAL        | 09/04/24 |

Plan And Profile  
STA 264+00 To  
276+00  
**C-123**



## Parkhill



## Midland North East Sewer Line



**CLIENT**  
**City Of Midland**  
300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600

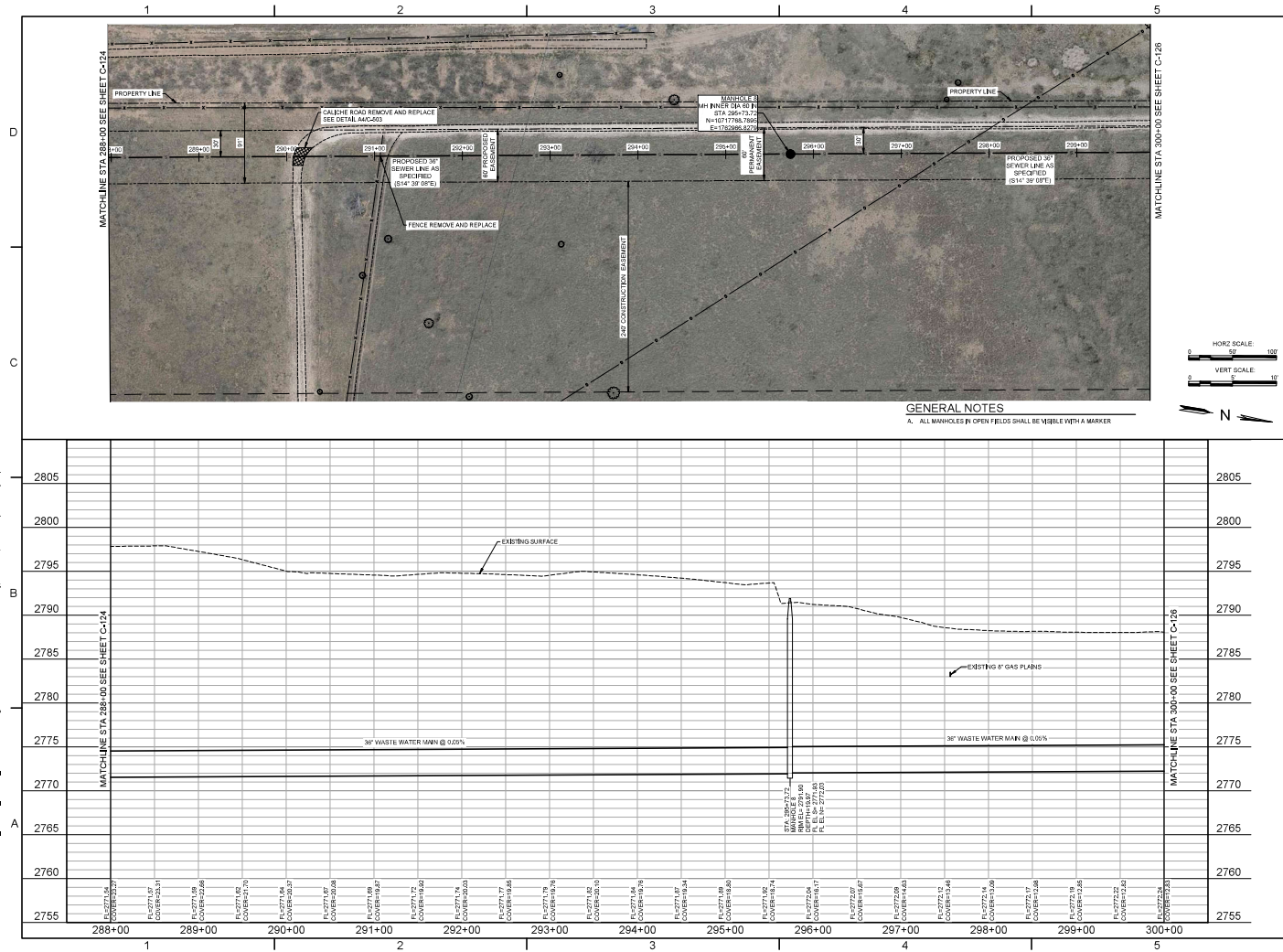
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| 2050.10     |                       |
| 6           | 10-26-2023 80% SET    |
| 5           | 8-5-2023 Sealed Set   |
| 4           | 7-8-2022 100% Review  |
| 3           | 3-11-2021 90% Review  |
| 2           | 10-15-2020 60% Review |
| 1           | 8-7-2020 50% Review   |
| a           | DATE DESCRIPTION      |

### Plan And Profile STA 276+00 To 288+00

**C-124**



FILE NAME: A:\2024\2024 MIDLAND\PROJECT\DWG\240101-240102.dwg LAYOUT NAME: C-125 PRINTED: Tuesday, October 17, 2024 4:39pm USER: jhansen



Parkhill



Midland North East Sewer Line

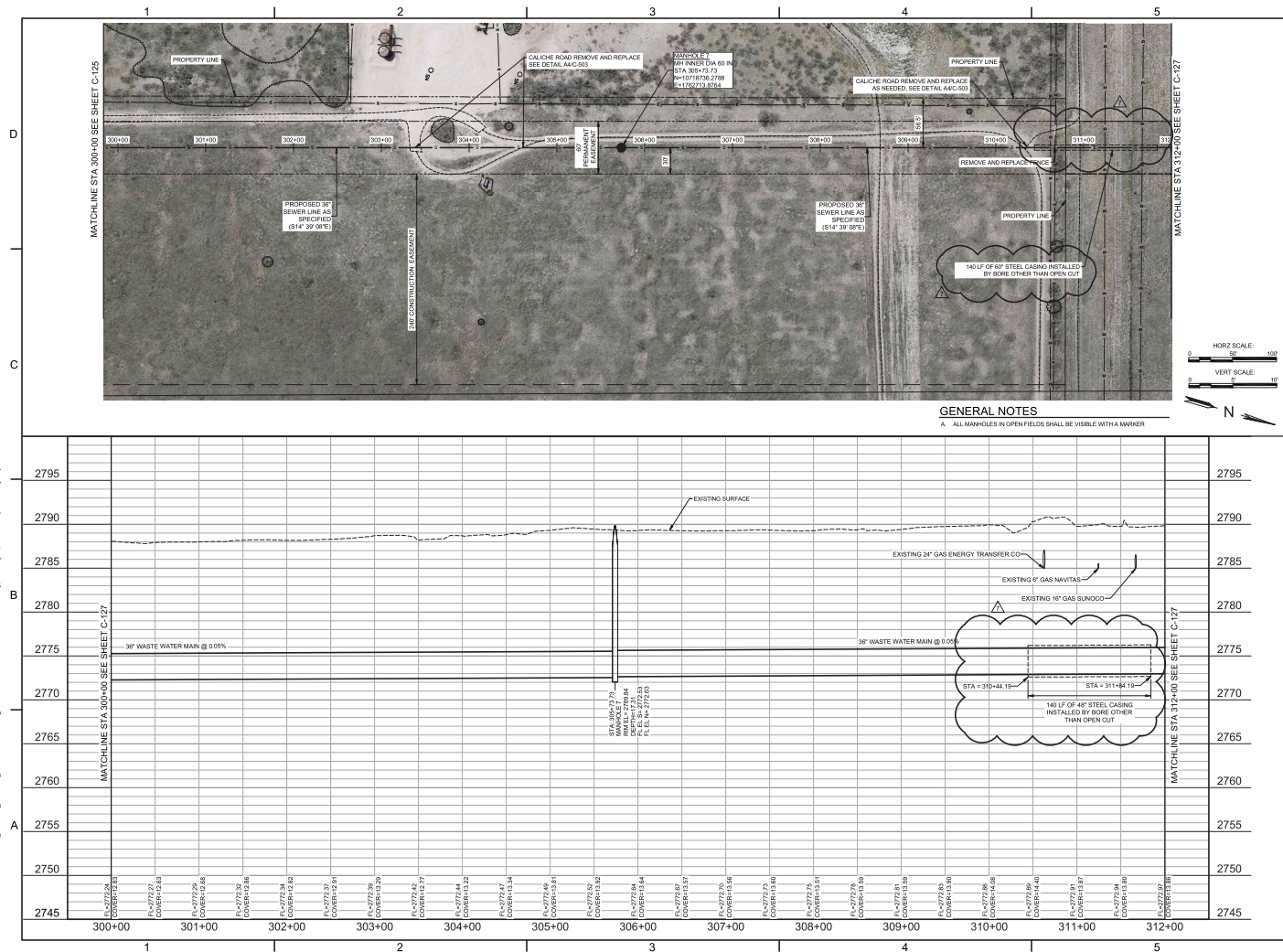


1.801  
City Of Midland  
300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600  
PROJECT NO.  
2024.18  
1. 10/25/2024 10/25/2024  
2. 10/25/2024 10/25/2024  
3. 10/25/2024 10/25/2024  
4. 10/25/2024 10/25/2024  
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10. 10/25/2024 10/25/2024

Plan And Profile  
STA 288+00 To  
300+00

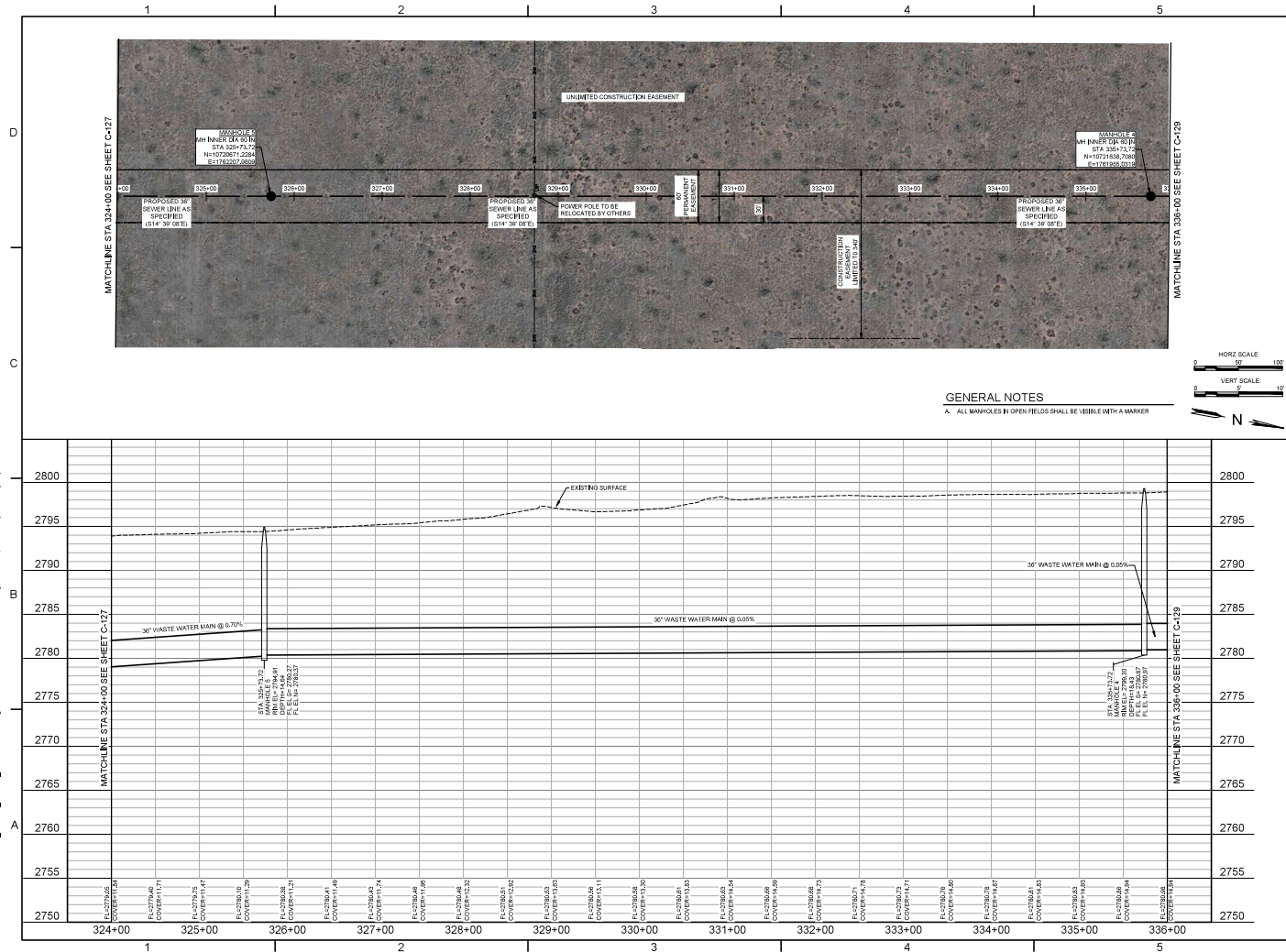
C-125







FILE NAME: A:\2018\2018 MIDLAND\JUN0200\STA 324+00 TO 336+00.dwg LAYOUT NAME: C-128 PRINTED: Tuesday, October 17, 2023 4:45pm USER: jhansen



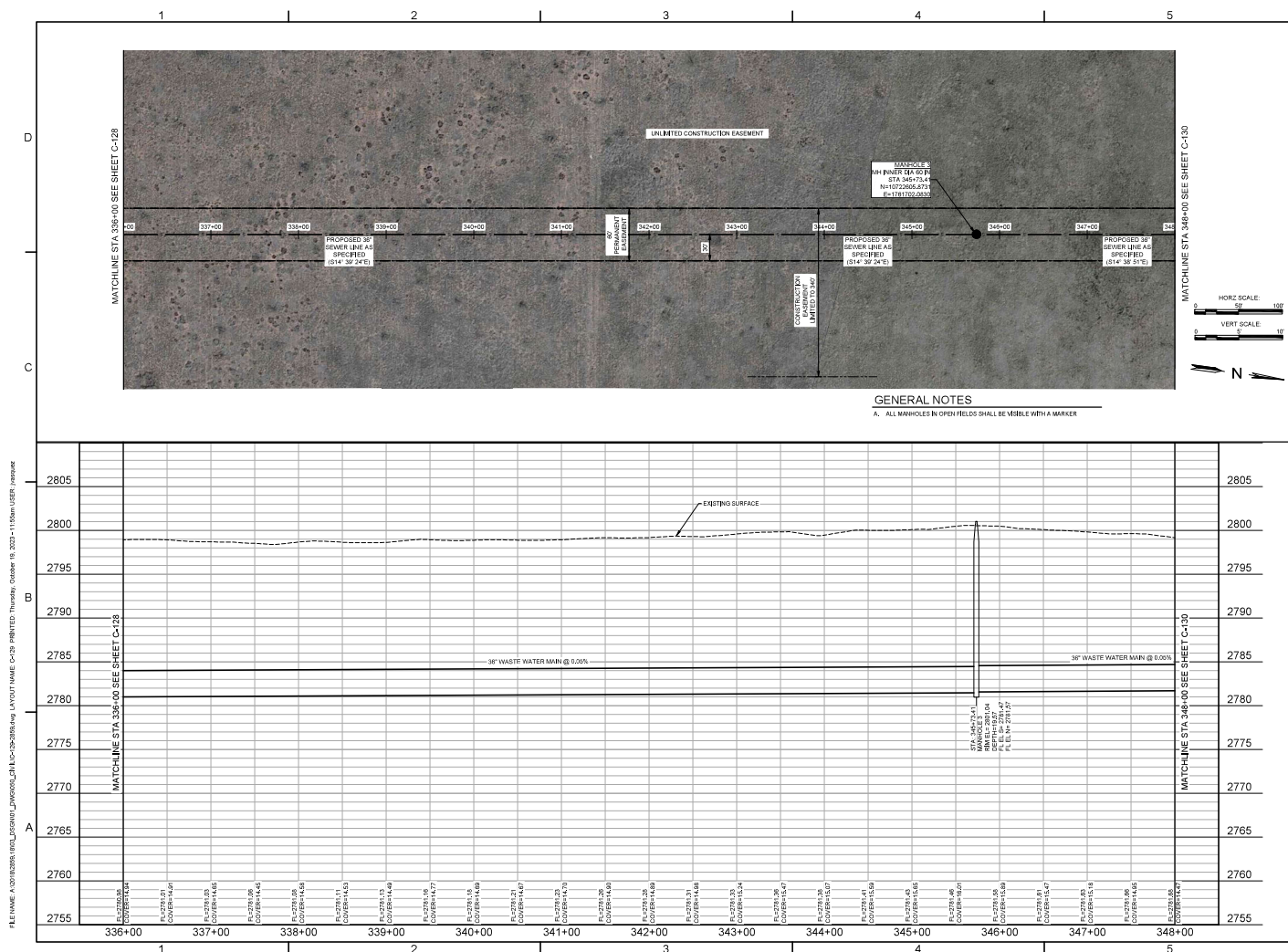
Parkhill



Midland North East Sewer Line



|                                                               |  |
|---------------------------------------------------------------|--|
| CITY OF MIDLAND                                               |  |
| 300 N. Loraine<br>Midland, Texas 79701-4725<br>(432) 686-1600 |  |
| PROJECT NO.                                                   |  |
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## Parkhill



Parkh...

## Midland North East Sewer Line



**CLIENT**

**City Of Midland**  
300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600

PROJECT NO.

2059.10

| # | DATE       | DESCRIPTION |
|---|------------|-------------|
| 6 | 10-26-2023 | 8th SET     |
| 5 | 8-2-2023   | Sealed Set  |
| 4 | 7-8-2022   | 100% Review |
| 3 | 3-11-2021  | 99% Review  |
| 2 | 10-15-2020 | 69% Review  |
| 1 | 8-3-2020   | 59% Review  |

### Plan And Profile STA 336+00 To 348+00

**C-129**





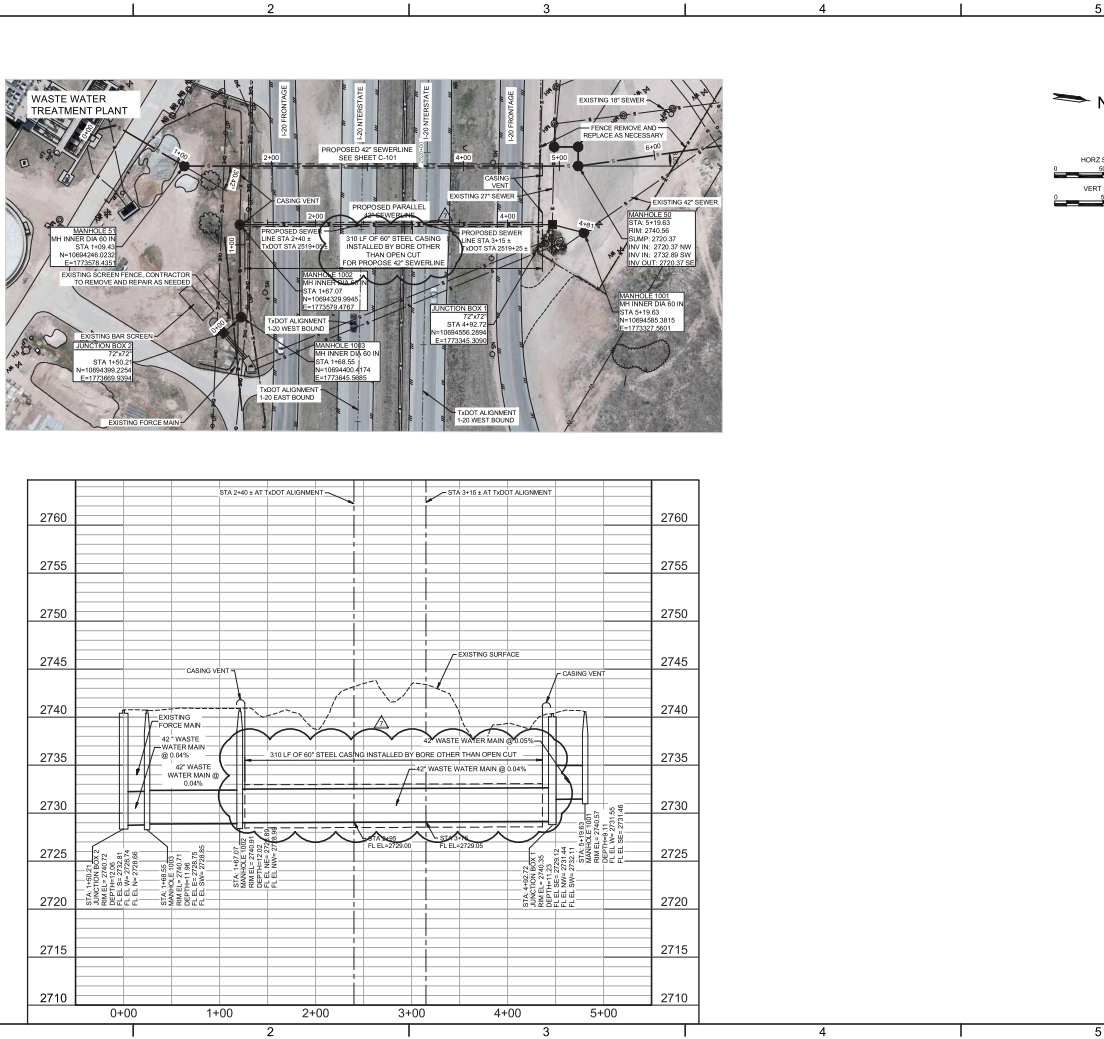








FILE NAME: A:\2018\2018-1803-DIGRAHIL DAWGDOG, CIVIL\G-134-2024.dwg LAYOUT NAME: C-134 PRINTED: Tuesday, February 20, 2024 4:58PM USER: jparraaz



Parkhill



Midland North East Sewer Line



CLIENT

City Of Midland

300 N. Lorraine  
Midland, Texas 79701-4725  
(432) 686-1600

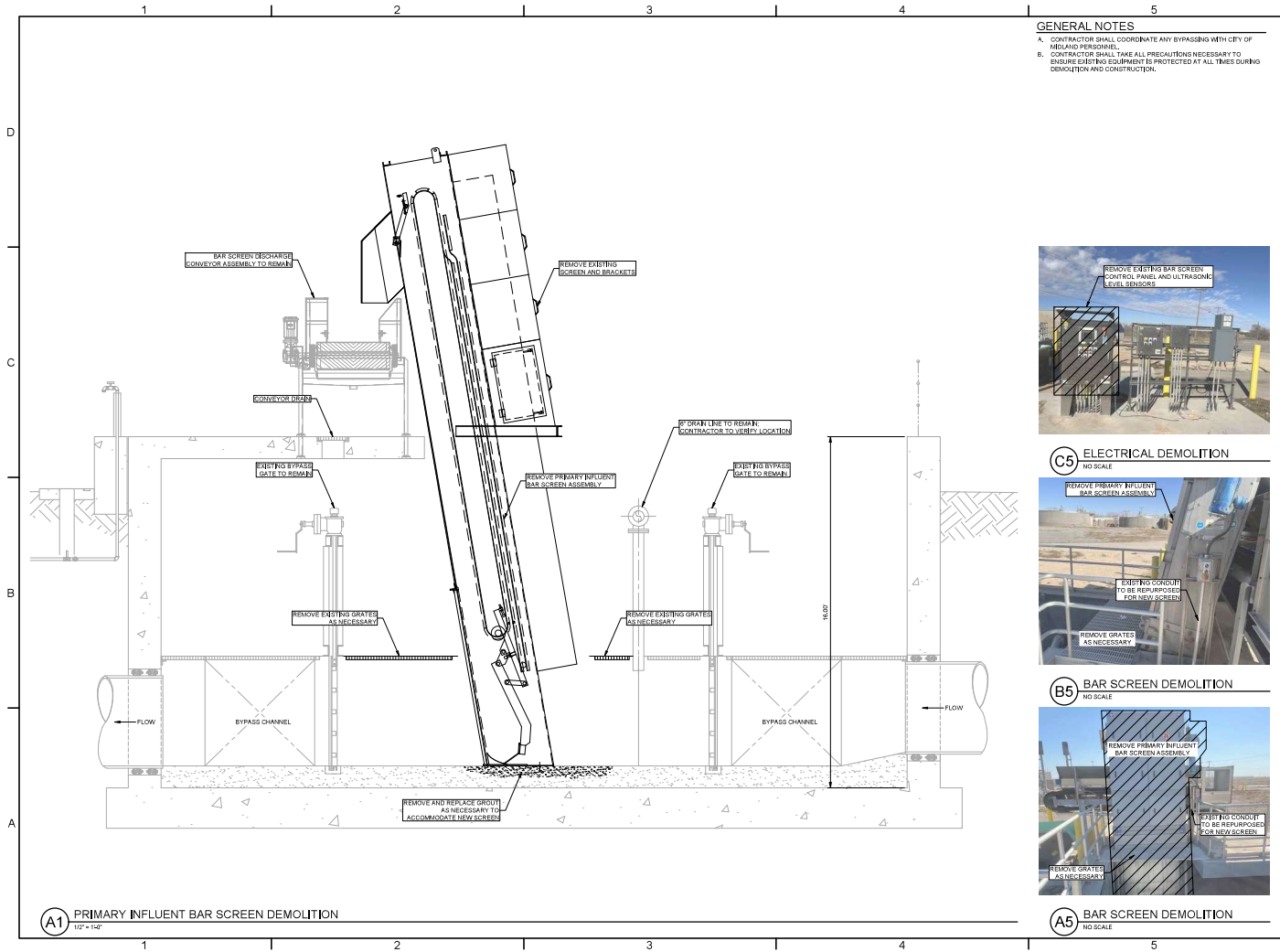
PROJECT NO.

2859.18

| DATE       | DESCRIPTION |
|------------|-------------|
| 1-23-2024  | ADDendum 05 |
| 10-26-2023 | Set Out     |
| 8-2-2023   | Revised     |
| 7-26-2023  | 100% Review |
| 3-17-2023  | 90% Review  |
| 10-18-2022 | 90% Review  |
| 8-3-2020   | 90% Review  |

Parallel Sewer  
Line - Plan  
and Profile  
STA 0+00 TO 4+82  
**C-134**

FILE NAME: A:\2018\2024\1802\_Parkhill\_LINWORKS\_DET\_LAYOUT.dwg, LAYOUT NAME: C-200 - PRINTED: Tuesday, October 24, 2023 - 4:08pm USER: jrmwast



**Parkhill**



Midland North East Sewer Line



**11.901**  
City Of Midland  
300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600

| PROJECT NO.              | 309.18 |
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**Primary Influent  
Bar Screen  
Demolition**

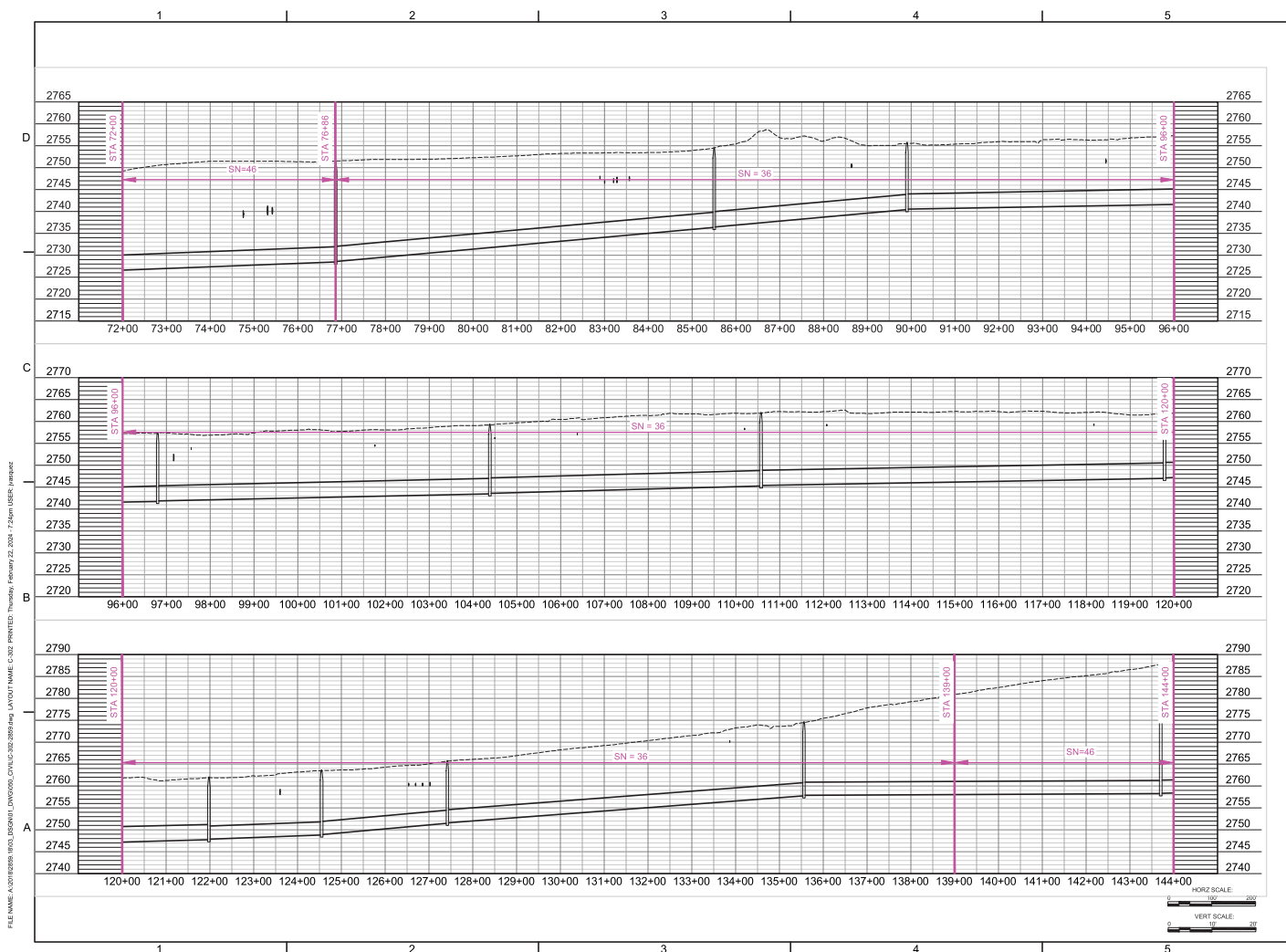
**C-200**





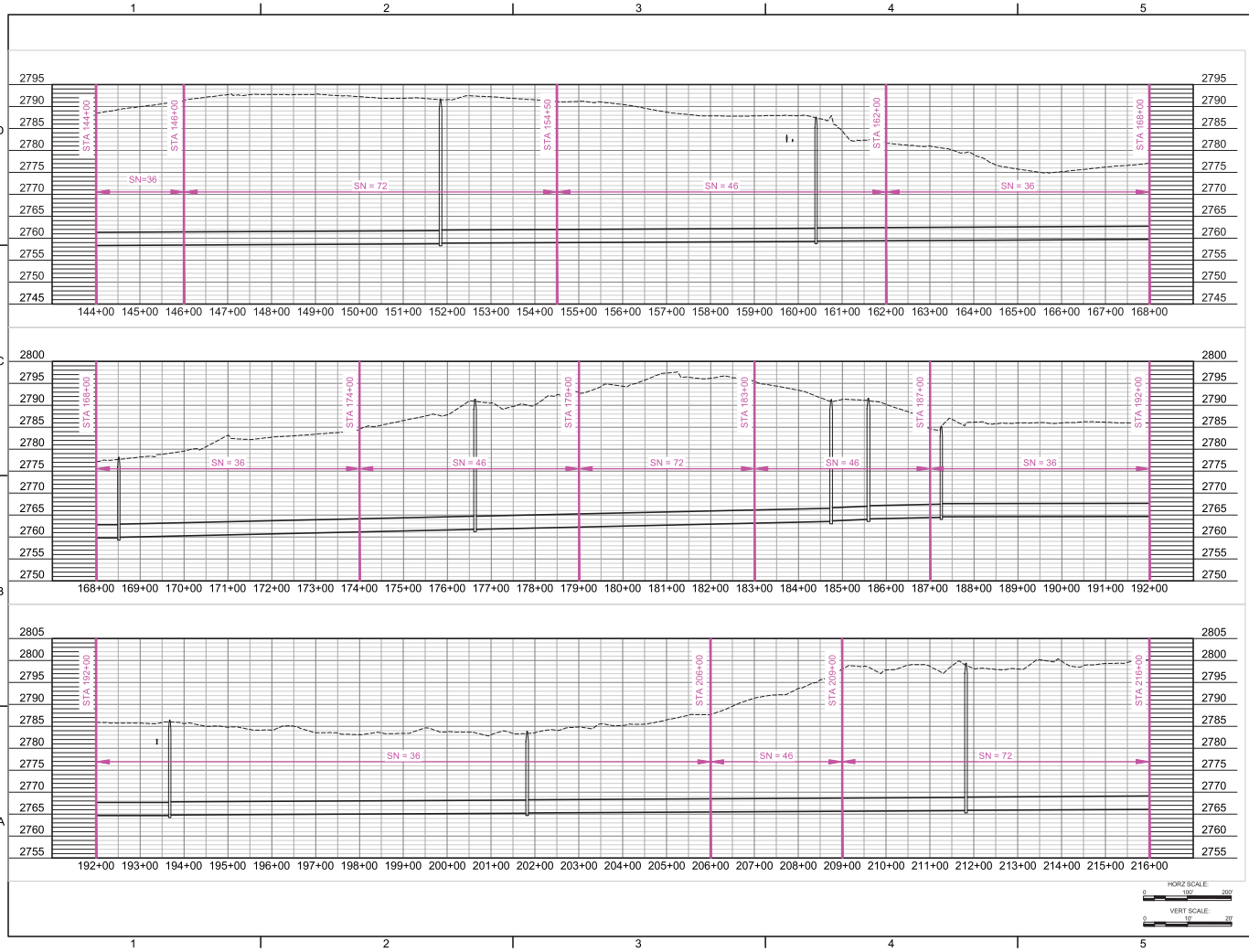






**C-302**

FILE NAME: A:\2018\2018 MIDLAND\2018 CIVIL\2018\2018.dwg LAYOUT NAME: C-303 PRINTED: Friday, February 23, 2024 7:41 am USER: jbs@parkhill.com



**Parkhill**



Parkhill.com

Midland North East Sewer Line



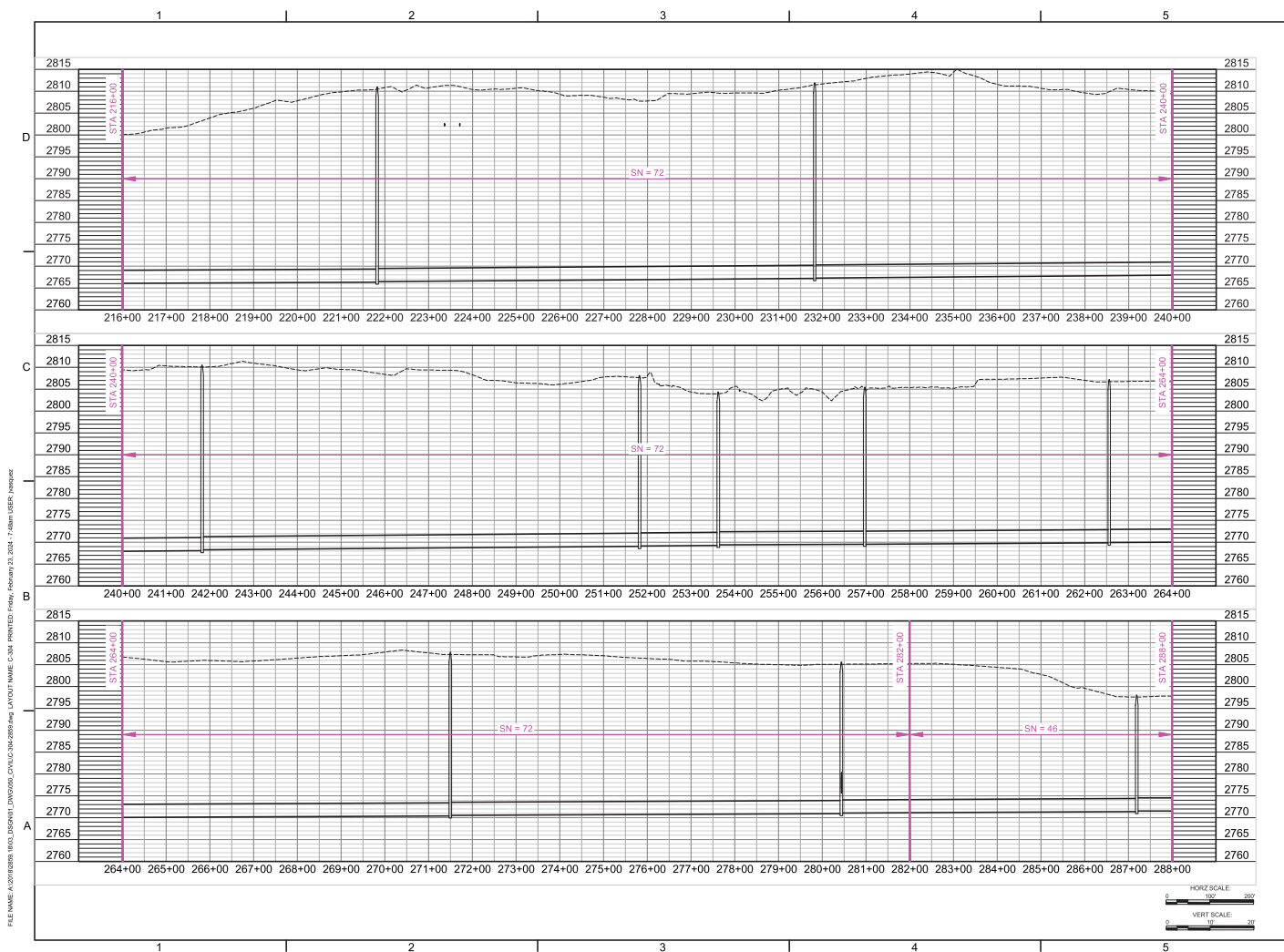
**CLIENT**  
City Of Midland  
300 N. Lorraine  
Midland, Texas 79701-4725  
(432) 686-1600

| PROJECT NO. |                 |
|-------------|-----------------|
| 2059.18     |                 |
| DATE        | DESCRIPTION     |
| 1/21/2024   | Adopted into IS |
| 10/26/2023  | 8th Set         |
| 8/3/2023    | Revised Set     |
| 7/5/2023    | 100% Review     |
| 3/17/2023   | 50% Review      |
| 10/15/2022  | 10% Review      |
| 8/3/2022    | 50% Review      |

**Pipe Stiffness Design**

**C-303**

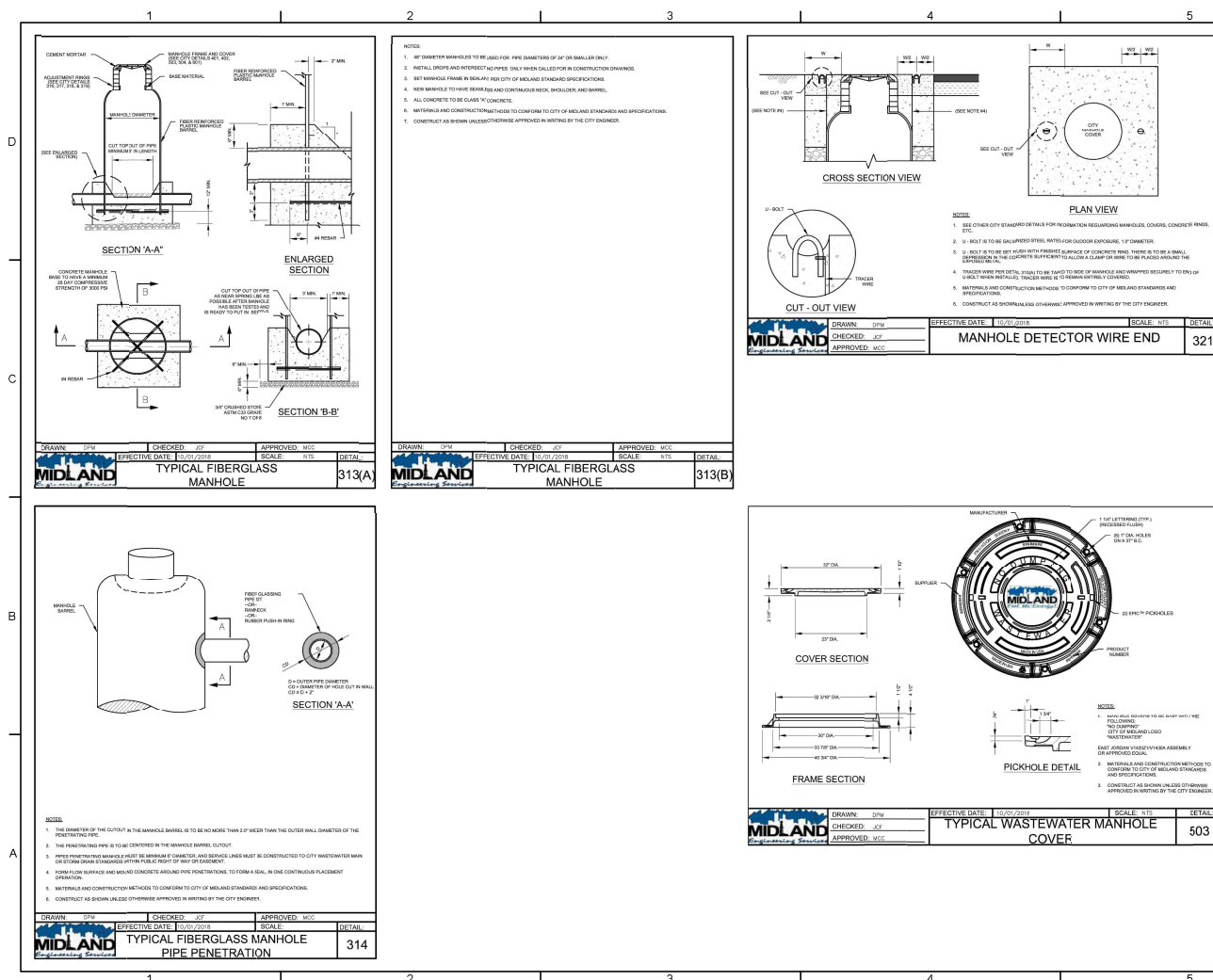


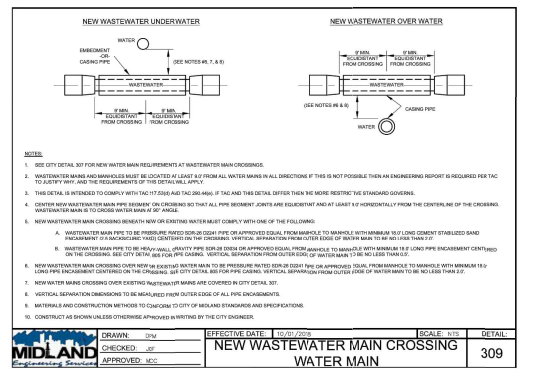
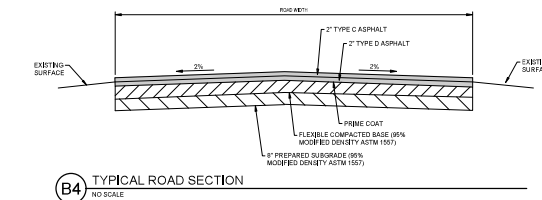
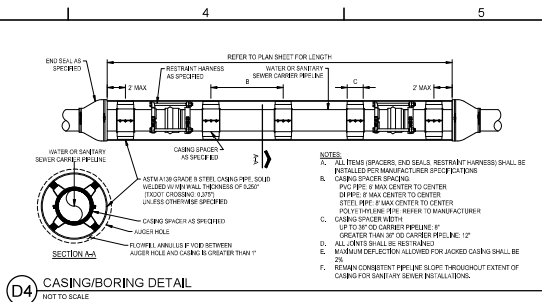
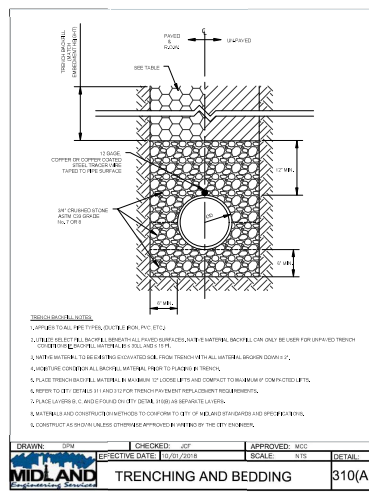
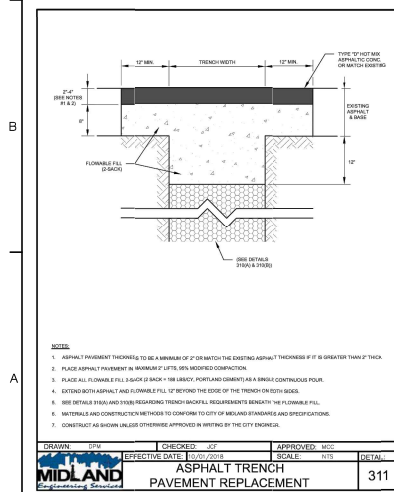
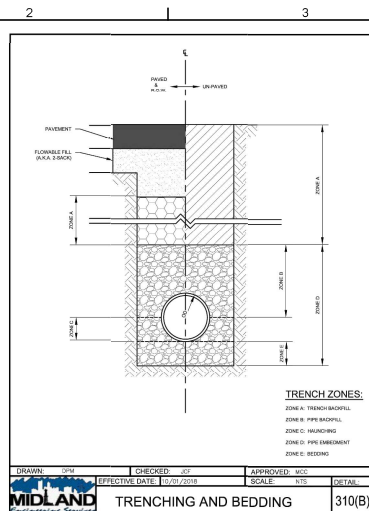
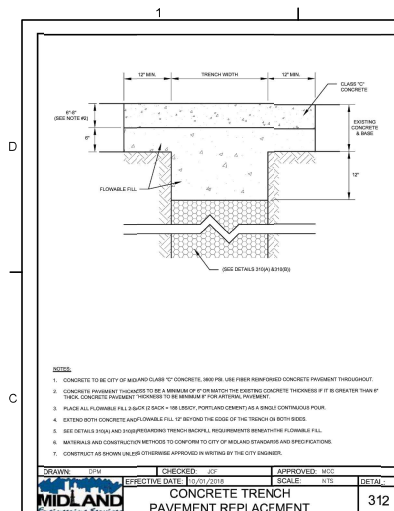


**Pipe Stiffness  
Design  
C-304**

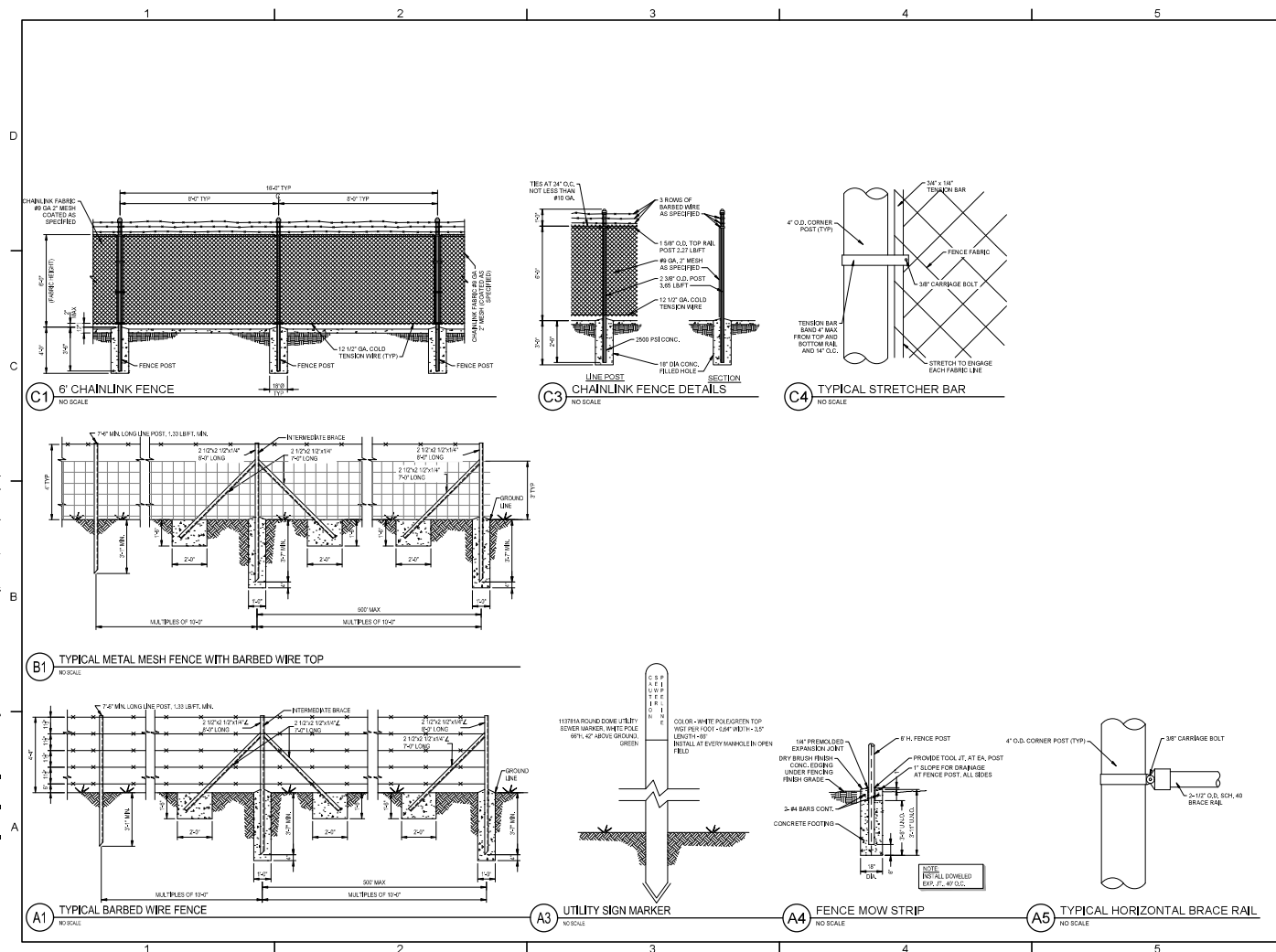






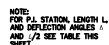








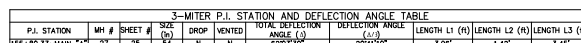




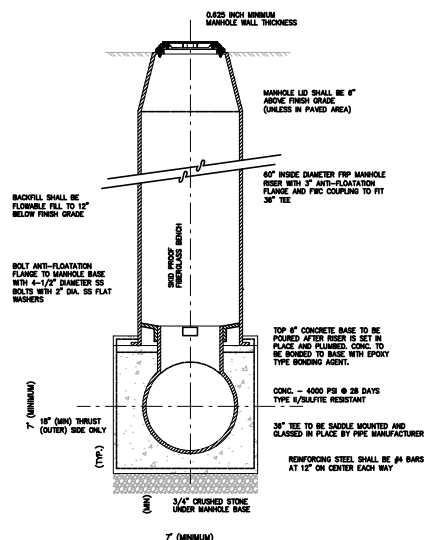
SCALE:  $3/8" = 1'-0"$

| 2-METER P.I. STATION AND DEFLECTION TABLE |      |       |           |      |        |                               |                                  |               |
|-------------------------------------------|------|-------|-----------|------|--------|-------------------------------|----------------------------------|---------------|
| P.I. STATION                              | MI # | SHEET | SIZE (IN) | DROP | VENTED | TOTAL DEFLECTION<br>(INCH, Δ) | DEFLECTION ANGLE<br>(DEGREES, Δ) | LENGTH L (ft) |
| 18+44.68-MAIN "A"                         | 6    | 11    | 72        | N    |        | 463.50"                       | 20/28.30"                        | 4.00          |
| 50+34.00-MAIN "A"                         | 6    | 11    | 72        | N    |        | 426.13 "                      | 21/23.37 "                       | 4.00          |
| 65+89.82-MAIN "A"                         | 8    | 12    | 72        | N    |        | 5129.00 "                     | 25/44.50 "                       | 4.16          |
| 1+31.00-AT "A"                            | 12   | 16    | 36        | N    |        | 5335.00 "                     | 28/37.30 "                       | 4.28          |
| 99+13.33-MAIN "A"                         | 14   | 17    | 78        | N    |        | 4718.02 "                     | 23/39.01 "                       | 4.09          |
| 99+41.70-MAIN "A"                         | 15   | 17    | 78        | N    |        | 4702.46 "                     | 22/37.46 "                       | 4.06          |
| 114+50.68-MAIN "A"                        | 16   | 19    | 78        | N    |        | 4702.22 "                     | 23/35.14 "                       | 4.09          |
| 123+92.99-MAIN "A"                        | 19   | 20    | 72        | N    |        | 1930.10 "                     | 9/45.05 "                        | 3.80          |
| 127+16.42-MAIN "A"                        | 20   | 21    | 72        | N    |        | 1212.02 "                     | 6/11.01 "                        | 3.77          |
| 128+08.00-MAIN "A"                        | 20   | 21    | 72        | N    |        | 1209.22 "                     | 6/10.92 "                        | 3.77          |





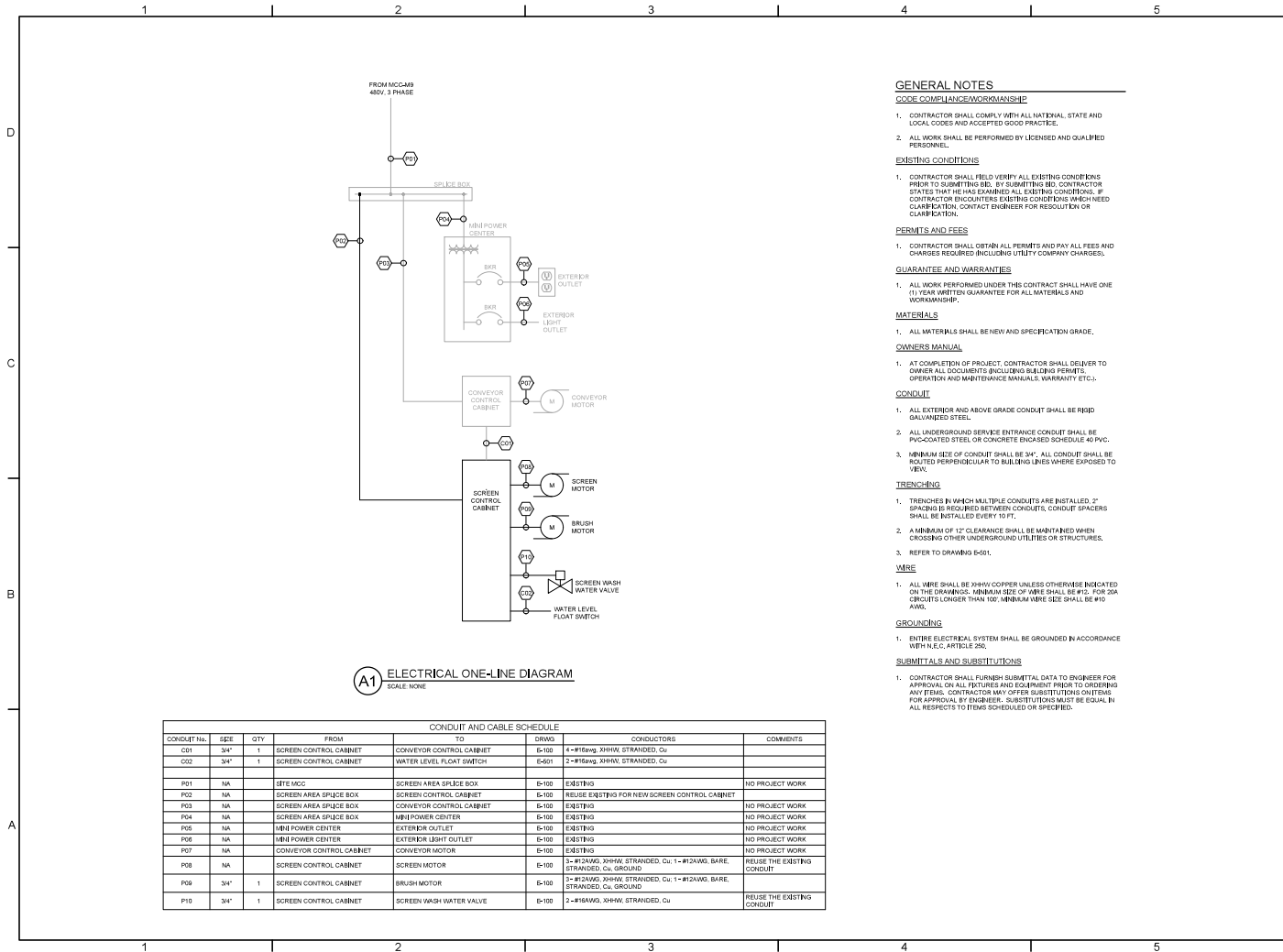
SCALE: 3/8" = 1'-0"



SCALE:  $\frac{3}{8}" = 1'-0"$

SCALE: 3/8" = 1'-0"

FILE NAME: C:\Users\l\_jaramall\OneDrive\OneDrive\Projects\2023\2023-11\10\10-10-2023\10-10-2023.dwg LAYOUT NAME: E-100 PRINTED: Friday, October 20, 2023 11:10 AM USER: jaramall



#### GENERAL NOTES

##### CODE COMPLIANCE/WORKMANSHIP

- CONTRACTOR SHALL COMPLY WITH ALL NATIONAL, STATE AND LOCAL CODES AND ACCEPTED GOOD PRACTICES.
- ALL WORK SHALL BE PERFORMED BY LICENSED AND QUALIFIED PERSONNEL.

##### EXISTING CONDITIONS

- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING BID. BY SUBMITTING BID, CONTRACTOR STATES THAT HE HAS EXAMINED ALL EXISTING CONDITIONS. IF CONTRACTOR ENCOUNTERS EXISTING CONDITIONS WHICH NEED CLARIFICATION, CONTACT ENGINEER FOR RESOLUTION OR CLARIFICATION.

##### PERMITS AND FEES

- CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES AND CHARGES REQUIRED, INCLUDING UTILITY COMPANY CHARGES.

##### GUARANTEE AND WARRANTIES

- ALL WORK PERFORMED UNDER THIS CONTRACT SHALL HAVE ONE (1) YEAR WRITTEN GUARANTEE FOR ALL MATERIALS AND WORKMANSHIP.

##### MATERIALS

- ALL MATERIALS SHALL BE NEW AND SPECIFICATION GRADE.

##### OWNER'S MANUAL

- AT COMPLETION OF PROJECT, CONTRACTOR SHALL DELIVER TO OWNER ALL DOCUMENTS INCLUDING BUILDING PERMITS, OPERATION AND MAINTENANCE MANUALS, WARRANTY ETC.

##### CONDUIT

- ALL EXTERIOR AND ABOVE GRADE CONDUIT SHALL BE RIBBID GALVANIZED STEEL.
- ALL UNDERGROUND SERVICE ENTRANCE CONDUIT SHALL BE PVC-COATED STEEL OR CONCRETE ENCASED SCHEDULE 40 PVC.
- MINIMUM SIZE OF CONDUIT SHALL BE 3/4". ALL CONDUIT SHALL BE ROUTED PERPENDICULAR TO BUILDING LINES WHERE EXPOSED TO VIEW.

##### TRENCHING

- TRENCHES IN WHICH MULTIPLE CONDUITS ARE INSTALLED, 2" SPACING IS REQUIRED BETWEEN CONDUITS, CONDUIT SPACERS SHALL BE INSTALLED EVERY 10 FT.
- A MINIMUM OF 12" CLEARANCE SHALL BE MAINTAINED WHEN CROSSING OTHER UNDERGROUND UTILITIES OR STRUCTURES.
- REFER TO DRAWING E-601.

##### WIRE

- ALL WIRE SHALL BE XHHW COPPER UNLESS OTHERWISE INDICATED ON THE DRAWINGS. MINIMUM SIZE OF WIRE SHALL BE #10. FOR 20A CIRCUITS LONGER THAN 100', MINIMUM WIRE SIZE SHALL BE #10 AWG.

##### GROUNDING

- ENTIRE ELECTRICAL SYSTEM SHALL BE GROUNDED IN ACCORDANCE WITH N.E.C. ARTICLE 250.

##### SUBMITTALS AND SUBSTITUTIONS

- CONTRACTOR SHALL FURNISH SUBMITTAL DATA TO ENGINEER FOR APPROVAL ON ALL MATERIALS AND EQUIPMENT PRIOR TO ORDERING ANY ITEMS. CONTRACTOR MAY OFFER SUBSTITUTIONS ON ITEMS FOR APPROVAL BY ENGINEER. SUBSTITUTIONS MUST BE EQUAL IN ALL RESPECTS TO ITEMS SCHEDULED OR SPECIFIED.

**Parkhill**



Parkhill.com

Midland North East Sewer Line



1.001

City Of Midland

300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600

PROJECT NO.

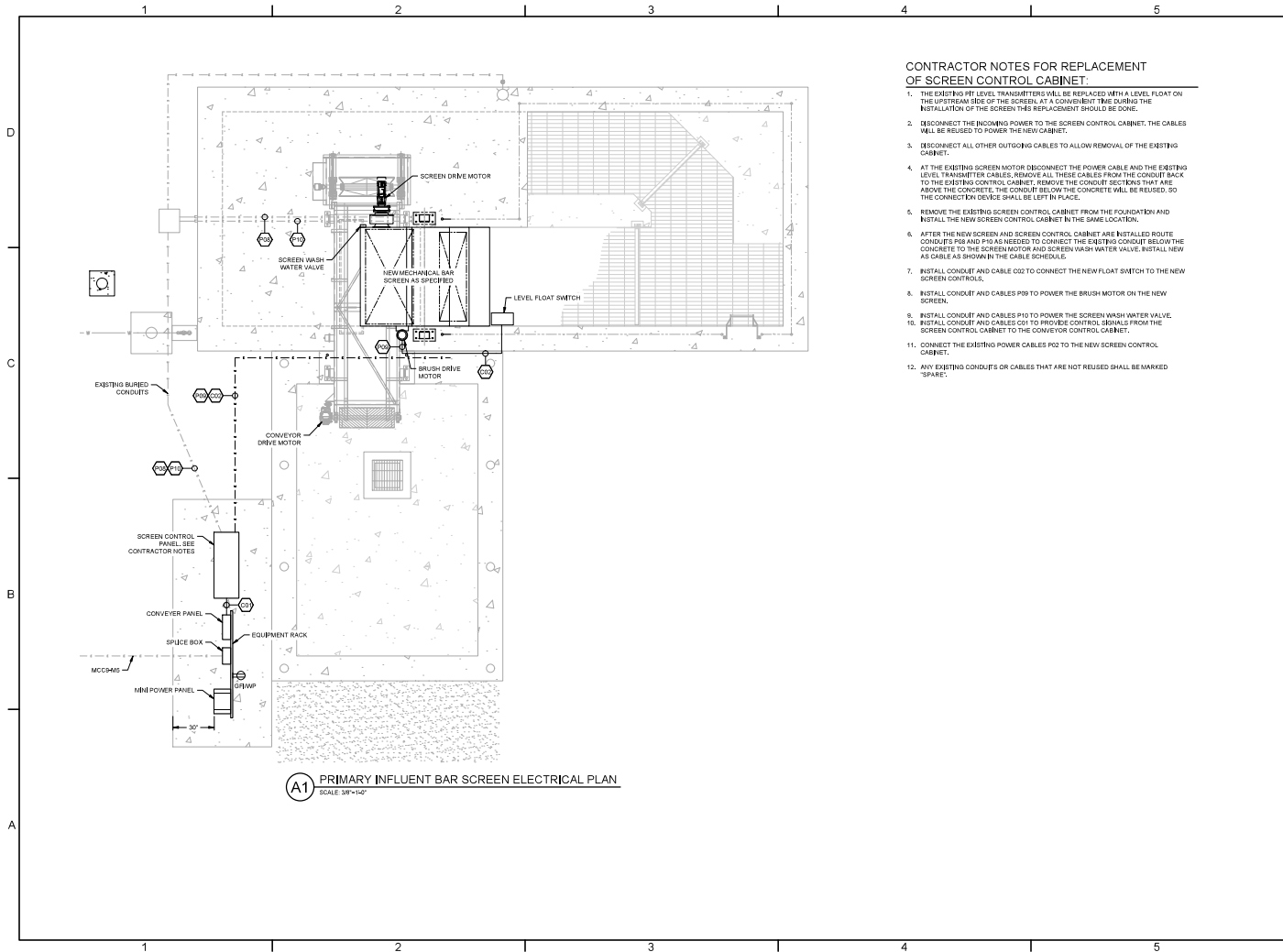
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| 2 | 10-20-2023 | 10/20/23 |
| 3 | 10-20-2023 | 10/20/23 |
| 4 | 10-20-2023 | 10/20/23 |
| 5 | 10-20-2023 | 10/20/23 |
| 6 | 10-20-2023 | 10/20/23 |

**Electrical  
General  
Notes**

**E-100**

FILE NAME: A:\2023\2024 MIDLAND\PROJECTS\10-67\10-67-01\10-67-01.dwg, LAYOUT NAME: E-01, PRINTED: Friday, October 20, 2023 - 11:03am USER: J.Cheney



**Parkhill**



Parkhill.com

**Midland North East Sewer Line**



**CITY OF MIDLAND**

300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600

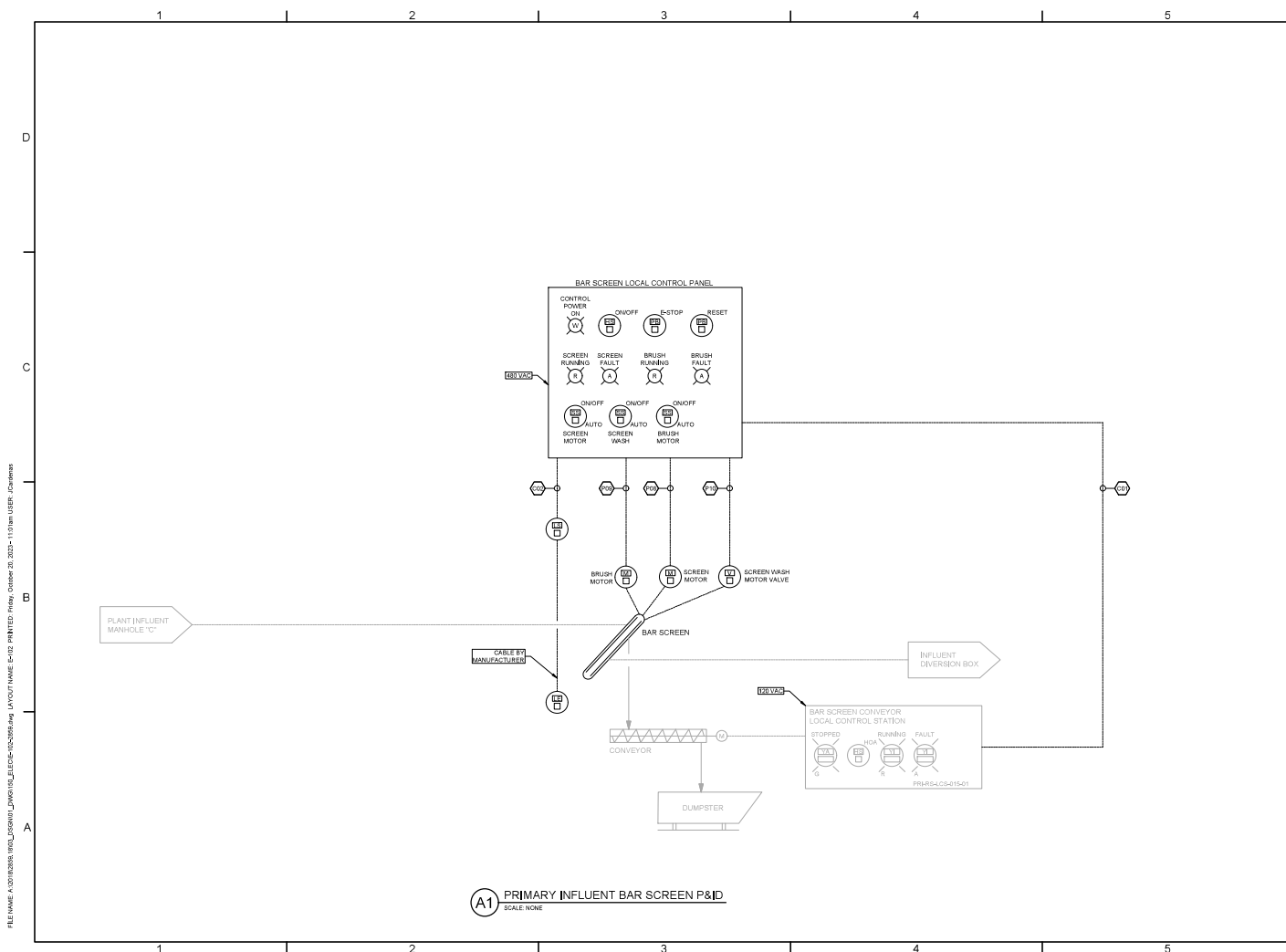
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2059.18

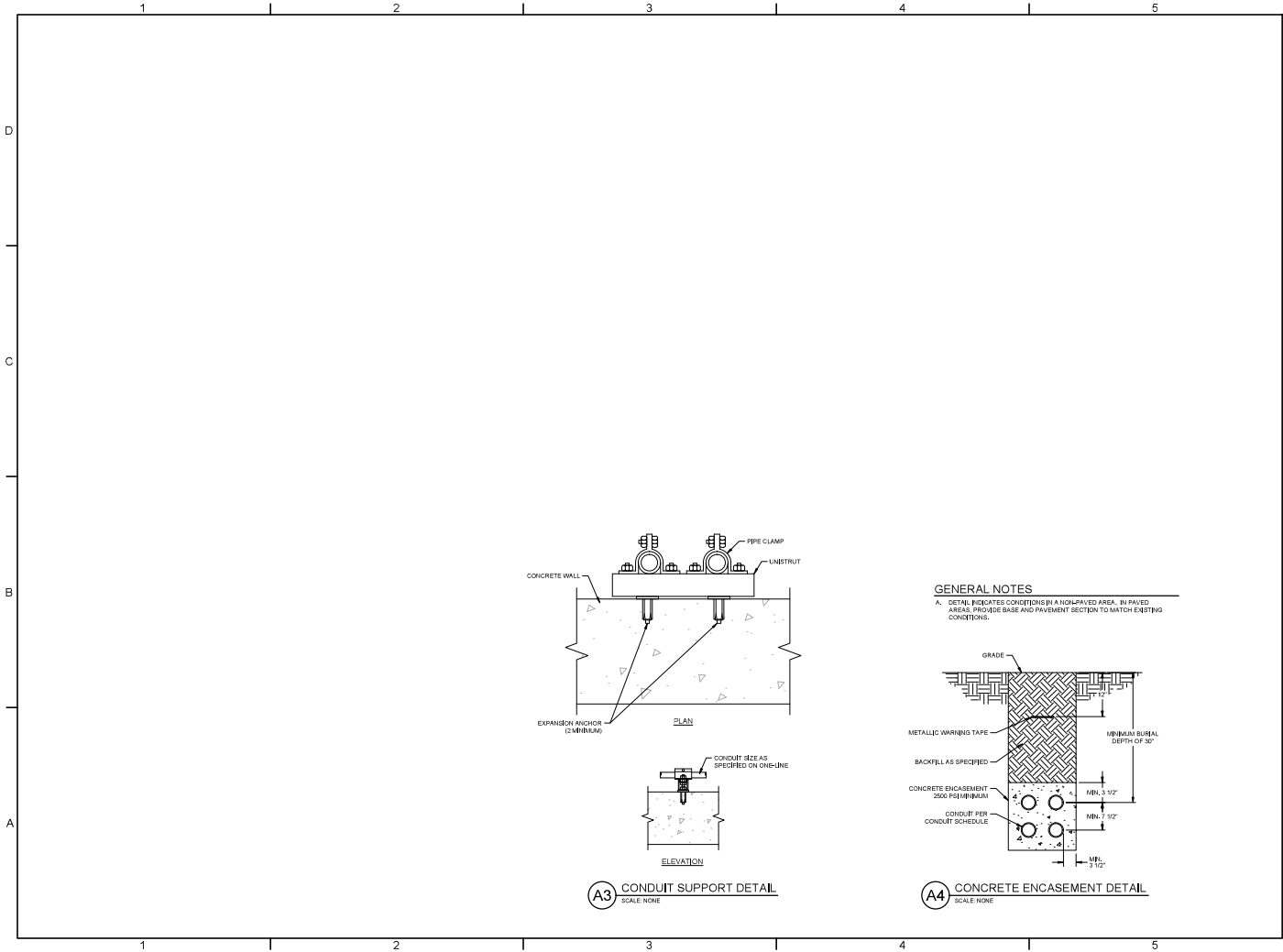
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| 3  | 10-67-03 | 10-67-03 |
| 4  | 10-67-04 | 10-67-04 |
| 5  | 10-67-05 | 10-67-05 |
| 6  | 10-67-06 | 10-67-06 |
| 7  | 10-67-07 | 10-67-07 |
| 8  | 10-67-08 | 10-67-08 |
| 9  | 10-67-09 | 10-67-09 |
| 10 | 10-67-10 | 10-67-10 |

**Primary Influent  
Bar Screen  
Electrical Plan**

**E-101**



FILE NAME: A:\2023\2023 MIDLAND\JANUARY\JULY\SELECTED\2023.dwg LAYOUT NAME: E-01 PRINTED: Friday, October 20, 2023 - 11:03am USER: J.Chen



**Parkhill**



**Midland North East Sewer Line**



**CLIENT**

**City Of Midland**

300 N. Loraine  
Midland, Texas 79701-4725  
(432) 686-1600

**PROJECT NO.**

2023.18

**DATE**

10/26/2023

**BY**

J.Chen

**CHECKED BY**

J.Chen

**DATE**

10/26/2023

**BY**

J.Chen

**CHECKED BY**

J.Chen

**DATE**

10/26/2023

**BY**

J.Chen

**CHECKED BY**

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**DATE**

10/26/2023

**BY**

J.Chen

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10/26/2023

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**CHECKED BY**

J.Chen

**DATE**

10/26/2023

**BY**

J.Chen

**CHECKED BY**

J.Chen

**DATE**

10/26/2023

CONTRACT DRAWINGS FOR:



# CITY OF MIDLAND, TEXAS WATER AND WASTEWATER UTILITIES DEPARTMENT

## WATER RECLAMATION FACILITY CONSTRUCTION PACKAGE B PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN

AUGUST 2023



### CITY OFFICIALS

LORI BLONG  
SCOTT DUFFORD  
JOHN NORMAN  
JACK LADD  
AMY STRETCHER BURKES  
DAN CORRALES  
ROBIN POOLE  
TOMMY GONZALEZ

MAYOR  
COUNCIL MEMBER - DISTRICT 1  
COUNCIL MEMBER - DISTRICT 2  
COUNCIL MEMBER - DISTRICT 3  
COUNCIL MEMBER - DISTRICT 4  
COUNCIL MEMBER - AT LARGE  
COUNCIL MEMBER - AT LARGE  
CITY MANAGER



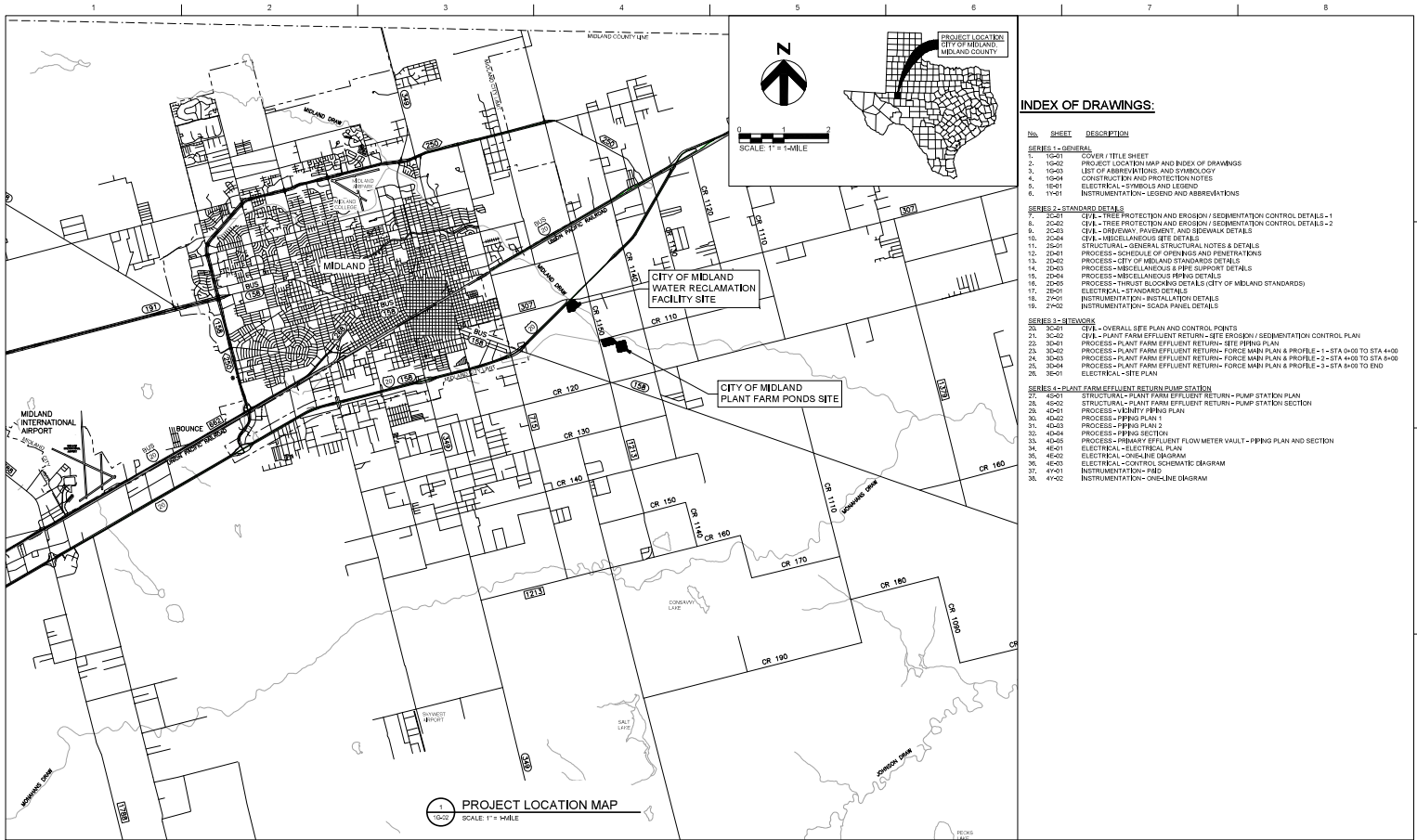
CITY OF MIDLAND  
300 NORTH LORRAINE  
MIDLAND, TEXAS 79702  
PHONE: 432-685-7100

1. DRAWING IS TO BE USED FOR THE PROJECT ONLY.  
2. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY THE CITY ENGINEER.  
3. THIS DRAWING IS THE PROPERTY OF THE CITY OF MIDLAND, TEXAS.  
4. IT IS TO BE KEPT IN THE CITY OF MIDLAND, TEXAS OFFICE.

|                                |            |
|--------------------------------|------------|
| PROJECT MANAGER: S. E. MABROUK |            |
| DESIGNED BY: S. E. MABROUK     |            |
| DRAWN BY: J.A. CANTU           |            |
| CHECKED BY: -                  |            |
| PROJECT DATE: AUGUST 2023      |            |
| PROJECT NUMBER: 10301519       |            |
| ISSUE                          | DATE       |
| A                              | 08/10/2023 |
| ISSUED FOR BID                 |            |

CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER  
UTILITIES DEPARTMENT  
MIDLAND  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

SHEET  
1G-01



**INDEX OF DRAWINGS:**

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| 15.                                                       | 20-09 | PROCESS - MISCELLANEOUS PIPING DETAILS                                                      |
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| 24.                                                       | 30-05 | PROCESS - PLANT FARM EFFLUENT RETURN - FORCE MAIN PLAN & PROFILE - 2 - STA 4+00 TO STA 8+00 |
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|                                 |            |                |
|---------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. MARRIOTT |            |                |
| DESIGNED BY: S. E. MARRIOTT     |            |                |
| DRAWN BY: M. E. VALIER          |            |                |
| CHECKED BY: ALLAN BREIBY        |            |                |
| PROJECT DATE: AUGUST 2023       |            |                |
| PROJECT NUMBER: 1001515         |            |                |
| A                               | 08/10/2023 | ISSUED FOR BID |
| ISSUE                           | DATE       | DESCRIPTION    |



**CITY OF MIDLAND, TEXAS**  
**MIDLAND WATER AND WASTEWATER UTILITIES DEPARTMENT**  
**WATER RECLAMATION FACILITY**  
**CONSTRUCTION PACKAGE B**  
**PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN**

**GENERAL PROJECT LOCATION MAP AND INDEX OF DRAWINGS**



FILENAME: 10-02.DWG  
SCALE: 1" = 1 MILE

SHEET  
**1G-02**





**GENERAL CONSTRUCTION NOTES:**

1. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE CURRENT CITY OF MIDLAND ORDINANCES AND THE CONTRACT DOCUMENTS, WHICHEVER IS MORE STRINGENT.
2. ALL CONSTRUCTION SHALL COMPLY WITH CURRENT FEDERAL AND STATE REGULATIONS.
3. ANY EXISTING UTILITIES, PAVEMENT, FENCING, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.
4. RESTORE ALL DRIVEWAYS, CULVERTS, HEADWALLS, LANDSCAPING, AND OTHER IMPROVEMENTS (REGARDLESS OF WHETHER THEY WERE CONSTRUCTED OR INSTALLED BY PUBLIC AGENCIES, UTILITIES, OR INDIVIDUALS) THAT ARE DISTURBED BY CONSTRUCTION TO A CONDITION EQUAL TO OR BETTER THAN ORIGINAL CONDITIONS.
5. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED AND RESTORED TO ORIGINAL CONDITIONS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
6. PRIOR TO BEGINNING ANY CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF, AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF, ALL EXISTING FACILITIES UTILITIES, PIPING, EQUIPMENT, STRUCTURES, FENCING, BARRIERS, PAVEMENT, SIDEWALKS, SIGNAGE, ETC., WHICH PERTAIN TO AND/OR AFFECT CONSTRUCTION OF THIS PROJECT. ALL UTILITIES MAY NOT BE SHOWN. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER. UNKNOWN UTILITIES ARE NOT MARKED WITHIN THE CITY OF MIDLAND PROPERTY.
7. VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ALL UTILITIES MAY NOT BE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF UTILITIES.
8. THE CONTRACTOR SHALL CONFINE ALL WORK TO WITHIN THE CITY OF MIDLAND PROPERTY.
9. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PROJECT PROPERTY. CLEANUP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
10. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
11. THE CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS.
12. CONTRACTOR AND MANUFACTURERS ARE RESPONSIBLE FOR MEASURING EXISTING STRUCTURES PRIOR TO SUBMITTING ON, OR FABRICATING PROPOSED EQUIPMENT FOR INSTALLATION TO ASSURE THEMSELVES THAT AS-BUILT CONDITIONS HAVE BEEN ACCOMMODATED FOR. NO SERRATE JAW.
13. THE CONTRACTOR SHALL SURVEY AND PROVIDE GPS COORDINATES FOR ALL ITEMS INSTALLED IN THE YARD, SUCH AS MANHOLES, VALVES, HYDRANTS, ETC.

**SPECIAL NOTES:**

1. THE CONTRACTOR SHALL BE AWARE THAT EXISTING UTILITY LINES ARE CURRENTLY LIVE AND IN SERVICE. THERE MAY BE TIMES WHEN SHUTTING DOWN LINES, CONNECTING TO DEAD LINES OR TERMINATING DEAD LINES WILL HAVE TO OCCUR AT OFF-HOURS HOURS. SUCH HOURS ARE USUALLY OUTSIDE NORMAL WORKING HOURS AND POSSIBLY BETWEEN 12 A.M. AND 6 A.M. COORDINATE ALL SHUT DOWNS WITH THE OWNER PER SPECIFICATION REQUIREMENTS.

**TRENCH SAFETY NOTES:**

1. IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, THE CONTRACTORS TO PROVIDE A TRENCH SAFETY PLAN THAT IS SEALED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS.

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)**

**GENERAL CONSTRUCTION NOTES:**

1. ALL CONTRACTORS CONDUCTING REGULATED ACTIVITIES ASSOCIATED WITH THIS PROJECT WILL BE PROVIDED WITH COMPLETE COPIES OF THE TCEQ LETTER INDICATING THE SPECIFIC CONDITIONS OF ITS APPROVAL. DURING THE COURSE OF THESE REGULATED ACTIVITIES, THE CONTRACTOR(S) SHALL KEEP COPIES OF THE APPROVED PLAN AND APPROVAL LETTER ON-SITE.
2. NO TEMPORARY ABOVE-GROUND HYDROCARBON AND/OR HAZARDOUS SUBSTANCE STORAGE TANK SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A DOMESTIC, INDUSTRIAL, IRRIGATION, OR PUBLIC WATER SUPPLY WELL.
3. PRIOR TO COMMENCING CONSTRUCTION, ALL TEMPORARY EROSION AND SEDIMENTATION (E&S) CONTROL MEASURES MUST BE PROPERLY SELECTED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND GOOD ENGINEERING PRACTICES. IF INSPECTIONS INDICATE A CONTROL HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE CONTRACTOR MUST RELEASE OR MODIFY THE CONTROL FOR SITE CONDITIONS. THE CONTROLS MUST REMAIN IN PLACE UNTIL DISTURBED AREAS ARE REVEGETATED AND THE AREAS HAVE BECOME PERMANENTLY STABILIZED.
4. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS TO WATER QUALITY (E.G., PULVETIZED SEDIMENT IN STREET BEING WASHED INTO SURFACE STREAMS OR SENSITIVE FEATURES BY THE NEXT RAIN).
5. SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS OR SEDIMENTATION PONDS NOT LATER THAN WHEN DESIGN CAPACITY HAS BEEN REDUCED BY 50%. A PERMANENT STAKE MUST BE PROVIDED THAT CAN INDICATE WHEN THE SEDIMENT OCCUPIES 50% OF THE BASIN VOLUME.
6. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORMWATER SHALL BE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORMWATER DISCHARGES (E.G., SCREENING OUTFALLS, PICKED UP DAILY).
7. ALL SPILLS (EXCAVATED MATERIAL) GENERATED FROM THE PROJECT SITE AND STORED ON-SITE MUST HAVE PROPER E&S CONTROLS INSTALLED. SPILLS ON-SITE MUST BE STORED OUTSIDE OF THE 100-YEAR FLOODPLAIN.
8. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, AND CONSTRUCTION ACTIVITIES WILL NOT RESUME WITHIN 21 DAYS. WHEN THE INITIATION OF STABILIZATION MEASURES BY THE 21ST DAY IS PRECLUDED BY WEATHER CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
9. THE FOLLOWING RECORDS SHALL BE MAINTAINED AND MADE AVAILABLE TO THE T.C.E.Q. UPON REQUEST: THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR; THE DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE; AND THE DATES WHEN STABILIZATION MEASURES ARE INITIATED.
10. THESE GENERAL CONSTRUCTION NOTES MUST BE PROVIDED TO ALL SUBCONTRACTORS.

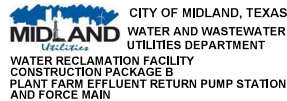
**GENERAL NOTES:**

1. ALL STRUCTURES, EQUIPMENT, PIPING, ETC. SHOWN AS EXISTING AND/OR TO BE REMOVED IS REPRESENTATIVE OF EXISTING CONDITIONS BASED ON AS-RECORDED DOCUMENTS. NOT ALL EXISTING PIPING AND EQUIPMENT IS SHOWN.
2. A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION ACTIVITIES, THE CONTRACTOR SHALL CONTACT THE TEXAS "ONE CALL CENTER" (811) OR "800-344-3377".
3. PRIOR TO CONSTRUCTION, FIELD VERIFY THE LOCATION, ELEVATION, MATERIAL, FITTING TYPE, AND USAGE OF ALL PIPING TO BE CONNECTED TO.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FACILITIES UTILITIES, PIPING, EQUIPMENT, STRUCTURES, FENCING, BARRIERS, PAVEMENT, SIDEWALKS, SIGNAGE, ETC., WHICH ARE NOT TO BE REMOVED DURING THE CONSTRUCTION OF THIS PROJECT.
5. THE CONTRACTOR SHALL INSTALL AND UTILIZE APPROPRIATELY SIZED TEMPORARY PIPE PLUGS AS REQUIRED TO PROVIDE REQUIRED PROCESS FLOW AS DIRECTED IN THE "SEQUENCE AND PROGRESS OF WORK", SPECIFICATION SECTION 0111.00.
6. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO DETERMINE WHICH EXISTING EQUIPMENT SHOWN ON THE DRAWINGS TO BE REMOVED (PUMPS, VALVES, PANELS, SENSORS, LIGHTS, ETC.) SHALL BE SALVAGED BY THE OWNER OR DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH THE SPECIFICATIONS.
7. DURING INSTALLATION OF FORCE MAIN, THE CONTRACTOR SHALL PROVIDE THE CITY WITH GPS COORDINATES AT EVERY BEND ALONG THE FORCE MAIN ALIGNMENT.



TEXAS P.E. #1118  
Registration No. 74234

|                                 |            |                |
|---------------------------------|------------|----------------|
| PROJECT MANAGER   S. E. NABROUK |            |                |
| DESIGNED BY   S. E. NABROUK     |            |                |
| DRAWN BY   M. E. WALKER         |            |                |
| CHECKED BY   ALLAN BERNER ROSET |            |                |
| PROJECT DATE   AUGUST 2023      |            |                |
| PROJECT NUMBER   10301919       |            |                |
| A                               | 08/10/2023 | ISSUED FOR BID |
| ISSUE                           | DATE       | DESCRIPTION    |



GENERAL  
CONSTRUCTION AND  
PROTECTION NOTES

FILENAME | 10-04.DWG  
SCALE | NO SCALE

SHEET  
1G-04

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| <p>1</p> <p>LOW VOLTAGE CIRCUIT BREAKER (CB)<br/>RATINGS AND NO. OF POLES AS SHOWN.<br/>WHEN SPECIFIC TYPE IS REQUIRED, X INDICATES TYPE.</p> <p>TYPES:<br/>MCB - MOLDED CASE<br/>ICB - INSULATED CASE<br/>LVP - LOW VOLTAGE POWER<br/>MCP - MOTOR CIRCUIT PROTECTOR<br/>(RATING PER CONNECTED LOAD)</p> <p>SEPARATELY MOUNTED CIRCUIT BREAKER, SEE ELECTRICAL ONE-LINE DIAGRAM OR SCHEDULE FOR DESCRIPTION</p> <p>MEDIUM VOLTAGE CIRCUIT BREAKER</p> <p>FUSE, SIZE, AND NUMBER OF FUSES AS NOTED</p> <p>FUSED CUTOUT, CURRENT RATING, FUSE SIZE, AND NUMBER OF FUSES AS NOTED</p> <p>FUSIBLE SWITCH, CURRENT RATING, FUSE SIZE, AND QUANTITY AS NOTED</p> <p>NON-FUSED SWITCH, CURRENT RATING, AND NUMBER OF POLES AS NOTED</p> <p>DISCONNECT OR DRAWOUT CONNECTION</p> <p>MAGNETIC MOTOR STARTER AND SEPARATELY MOUNTED COMBINATION MAGNETIC MOTOR STARTER</p> <p>MOTOR CONTROLLER AND SEPARATELY MOUNTED MOTOR CONTROLLER WITH SHORT CIRCUIT PROTECTION AND DISCONNECT</p> <p>MOTOR STARTERS AND CONTROLLER SUBSCRIPTS:</p> <p>A - MAGNETIC STARTER NEMA SIZE</p> <p>B - STARTER TYPE<br/>NONE - FULL VOLTAGE NON-REVERSING (FVNR)<br/>FVR - FULL VOLTAGE REVERSING<br/>2S - TWO SPEED<br/>RVAT - REDUCED VOLTAGE AUTO TRANSFORMER</p> <p>C - CONTROL DIAGRAM OR CONTROLS SCHEDULE NUMBER (IF REQUIRED)</p> <p>D - CONTROLLER TYPE<br/>VFD - VARIABLE FREQUENCY DRIVE<br/>SS - SOLID STATE<br/>SSRV - SOLID STATE REDUCED VOLTAGE</p> <p>SEPARATELY MOUNTED COMBINATION MOTOR STARTER ON CONTROLLER, SEE ELECTRICAL ONE-LINE DIAGRAM OR SCHEDULE FOR DESCRIPTION</p> <p>THERMAL OVERLOAD ELEMENT</p> <p>THERMAL OVERLOAD RELAY CONTACT</p> <p>DISCONNECT OR SAFETY SWITCH, 30A, 3P, NON-FUSED UNLESS OTHERWISE NOTED</p> <p>DISCONNECT OR SAFETY SWITCH WITH AUXILIARY CONTACTS, 30A, 3P, NON-FUSED UNLESS OTHERWISE NOTED</p> <p>MOTOR WITH DESIGN HORSEPOWER (WHEN INDICATED)</p> <p>GENERATOR</p> <p>TRANSFER SWITCH, CURRENT RATING, AND NUMBER OF POLES AS NOTED<br/>ATS - AUTOMATIC<br/>MTS - MANUAL</p> <p>TRANSFORMER</p> <p>3-PHASE, 3-WIRE DELTA CONNECTION</p> <p>3-PHASE, 4-WIRE GROUNDING WYE CONNECTION</p> | <p>2</p> <p>SWITCHBOARD OR PANELBOARD; NAME, VOLTAGE, PHASE, NUMBER OF WIRES WHEN INDICATED TYPE</p> <p>NON-MOTOR LOAD WITH DESIGN KVA, KV, OR AMP</p> <p>CONTROL POWER TRANSFORMER (CPT)</p> <p>VOLTAGE TRANSFORMER (VT OR PT)</p> <p>CURRENT TRANSFORMER (CT)</p> <p>GROUND</p> <p>LIGHTNING ARRESTER</p> <p>ELECTRICAL CONNECTION</p> <p>NO ELECTRICAL CONNECTION</p> <p>SOLENOID VALVE</p> <p>CONTROL RELAY COIL, X INDICATES TYPE, Y INDICATES COIL NO. WHEN USED</p> <p>TYPES:<br/>CR - CONTROL RELAY<br/>DP - DEFINITE PURPOSE RELAY<br/>LC - LIGHTING CONTACTOR<br/>M - MOTOR STARTER<br/>PC - PHOTO CELL<br/>TC - TIME CLOCK<br/>TR - TRIMMING RELAY</p> <p>NORMALLY OPEN CONTACT (N.O.)</p> <p>NORMALLY CLOSED CONTACT (N.C.)</p> <p>NORMALLY OPEN TIME DELAY RELAY CONTACT WITH TIME DELAY ON CLOSING AFTER COIL IS ENERGIZED</p> <p>NORMALLY CLOSED TIME DELAY RELAY CONTACT WITH TIME DELAY ON OPENING AFTER COIL IS DE-ENERGIZED</p> <p>NORMALLY OPEN TIME DELAY RELAY CONTACT WITH TIME DELAY ON CLOSING AFTER COIL IS DE-ENERGIZED</p> <p>NORMALLY CLOSED TIME DELAY RELAY CONTACT WITH TIME DELAY ON OPENING AFTER COIL IS DE-ENERGIZED</p> <p>NORMALLY OPEN TEMPERATURE SWITCH, CLOSE ON RISING TEMPERATURE</p> <p>NORMALLY CLOSED TEMPERATURE SWITCH, CLOSE ON RISING TEMPERATURE</p> <p>NORMALLY OPEN FLOW SWITCH, CLOSE ON INCREASING FLOW</p> <p>NORMALLY CLOSED FLOW SWITCH, OPEN ON INCREASING FLOW</p> <p>NORMALLY OPEN LEVEL SWITCH, CLOSE ON RISING LEVEL</p> <p>NORMALLY CLOSED LEVEL SWITCH, CLOSE ON INCREASING PRESSURE</p> <p>NORMALLY OPEN PRESSURE SWITCH, OPEN ON INCREASING PRESSURE</p> <p>NORMALLY CLOSED PRESSURE SWITCH, CLOSE ON INCREASING PRESSURE</p> <p>NORMALLY OPEN LIMIT SWITCH, CLOSE ON REACHING LIMIT</p> <p>NORMALLY CLOSED LIMIT SWITCH, OPEN ON REACHING LIMIT</p> <p>FIELD WIRING EXTERNAL TO CONTROL PANEL</p> | <p>3</p> <p>INTERLOCK, X INDICATES TYPE</p> <p>TYPES:<br/>E - ELECTRICAL<br/>M - MECHANICAL<br/>K - KEY<br/>I - INTERLOCK</p> <p>3 POSITION SELECTOR SWITCH, MAINTAINED CONTACTS, UNLESS OTHERWISE NOTED, 2-POSITION SIMILAR</p> <p>NORMALLY OPEN PUSHBUTTON, MOMENTARY CONTACT UNLESS OTHERWISE NOTED</p> <p>NORMALLY CLOSED PUSHBUTTON, MOMENTARY CONTACT UNLESS OTHERWISE NOTED</p> <p>INDICATING LIGHT, X INDICATES LENS COLOR</p> <p>PUSH TO TEST INDICATING LIGHT, X INDICATES LENS COLOR</p> <p>LENS COLOR:<br/>Y - YELLOW W<br/>R - RED<br/>G - GREEN<br/>B - BLUE</p> <p>CONTROL PANEL INTEGRAL OR PROVIDED WITH ASSOCIATED EQUIPMENT</p> <p>CONTROL PANEL WITH DISCONNECT SWITCH INTEGRAL OR PROVIDED WITH ASSOCIATED EQUIPMENT</p> <p>POWER COMPONENTS SUBSCRIPTS:<br/>SPF - LOW VOLTAGE SURGE PROTECTIVE DEVICE<br/>WH - UTILITY WATT-HOUR METER PER UTILITY REQUIREMENTS<br/>J - JUNCTION OR PULL BOX<br/>GFP - GROUND FAULT PROTECTION<br/>DMP - DIGITAL METERING PACKAGE<br/>RTM - RUN TIME METER<br/>SS - SELECTOR SWITCH<br/>PB - PUSH BUTTON<br/>CS - CONTROL STARTER<br/>IC - INSTRUMENTATION/CONTROL CONNECTION<br/>TOLY - TIME DELAY RELAY FOR STEPPED DECELERATION<br/>MTR - MOTOR TEMPERATURE SWITCH<br/>MHS - HOOD INTERLOCK SWITCH<br/>HKA - HAND-OFF-AUTO SWITCH<br/>ETM - ELAPSED TIME METER<br/>ESS OR ES - EMERGENCY STOP SWITCH<br/>ETLS - E-STOP TRAVEL LIMIT SWITCH<br/>RPLS - REVERSE PERMISSIVE LIMIT SWITCH<br/>TOS - OVERLOAD TORQUE SWITCH<br/>ZSS - ZERO SPEED SWITCH<br/>MOP - MANUAL-OFF-RESTART SWITCH<br/>POT - POTENTIOMETER<br/>PMR - PHASE MONITOR RELAY<br/>VFD - VARIABLE FREQUENCY DRIVE<br/>TS - TEMPERATURE SWITCH<br/>LCS - LOCAL CONTROL STATION<br/>MPS OR TSH - MOTOR PRESSURE SWITCH</p> <p>EQUIPMENT CONNECTION</p> <p>PANELBOARD (250V TO 600V)</p> <p>PANELBOARD (LESS THAN 250V)</p> <p>ELECTRICAL EQUIPMENT ENCLOSURE, SWITCHBOARD, MOTOR CONTROL CENTER, CONTROL PANEL, OR OTHER EQUIPMENT AS INDICATED</p> <p>LIGHTING CONTROL COMPONENT SUBSCRIPTS:<br/>PC - PHOTOCELL<br/>OS - OCCUPANCY SENSOR CEILING MOUNTED</p> <p>CEILING PENDANT MOUNTED LUMINAIRE - LED</p> <p>WALL MOUNTED LUMINAIRE - LED</p> <p>CEILING PENDANT MOUNTED LUMINAIRE - LED</p> <p>WALL SURFACE MOUNTED LUMINAIRE - LED</p> <p>CEILING PENDANT MOUNTED LUMINAIRE - LED (NORMAL-EMERGENCY)</p> <p>WALL MOUNTED LUMINAIRE - LED (NORMAL-EMERGENCY)</p> <p>CEILING PENDANT MOUNTED LUMINAIRE - LED (NORMAL-EMERGENCY)</p> <p>WALL MOUNTED LUMINAIRE - LED (NORMAL-EMERGENCY)</p> | <p>4</p> <p>EMERGENCY LUMINAIRE, 2 ATTACHED HEADS AS SHOWN</p> <p>EMERGENCY LUMINAIRE, REMOTE MOUNTED HEAD</p> <p>DOUBLE-FACED CEILING OR WALL MOUNTED EXIT SIGN, DIRECTIONAL ARROWS (IF REQUIRED) AS INDICATED ON PLANS</p> <p>SINGLE-FACED CEILING OR WALL MOUNTED EXIT SIGN, DIRECTIONAL ARROWS (IF REQUIRED) AS INDICATED ON PLANS</p> <p>AREA OR ROADWAY LUMINAIRE - POLE MOUNTED LUMINAIRE SUBSCRIPTS:<br/>X - INDICATES FEATURE TYPE PER LIGHTING SCHEDULE<br/>Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD<br/>Z - INDICATES CONTROLLING SWITCH (IF REQUIRED)</p> <p>TOGGLE SWITCH SUBSCRIPTS:<br/>X - INDICATES TYPE<br/>NONE - SINGLE POLE<br/>3 - THREE-WAY<br/>4 - FOUR-WAY<br/>M - TOGGLE SWITCH, HORSEPOWER RATED<br/>K - KEY SWITCH<br/>L - LIGHTED HANDLE<br/>W - WEATHER PROOF<br/>D - DIMMER</p> <p>SPECIAL PURPOSE RECEPTACLE AS DEFINED ON PLANS</p> <p>PLUG-IN RECEPTACLE STRIP, QUANTITY AND SPACING OF RECEPTACLES AS NOTED OR SPECIFIED</p> <p>TELETYPE COMMUNICATIONS SERVICE OUTLET (VOICEDATA)</p> <p>TELECOMMUNICATIONS SERVICE OUTLET (DATA ONLY)</p> <p>TELECOMMUNICATIONS SERVICE OUTLET (VOICE ONLY - WALL MOUNTED AT 48" A.F.F.)</p> <p>QUAD-DUPLEX RECEPTACLE, TWO NEMA 5-20R UNDER COMMON COVER PLATE</p> <p>DUPLEX RECEPTACLE, NEMA 5-20R</p> <p>SIMPLEX RECEPTACLE, NEMA 5-20R</p> <p>SUBSCRIPTS:<br/>X - INDICATES TYPE<br/>GFC - GROUND FAULT CIRCUIT INTERRUPTER<br/>Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD<br/>WP - WEATHER PROOF</p> <p>SPECIAL DEVICE AND/OR CONNECTION AS NOTED</p> <p>CONDUIT TURNING UP</p> <p>CONDUIT TURNING DOWN</p> <p>HOME RUN TO PANEL, 2 #12, 1 #10 IN 3/4" UNLESS OTHERWISE NOTED</p> <p>CIRCUIT RUN BETWEEN DEVICES EXPOSED IN NON-ARCHITECTURALLY FINISHED AREAS, CONCEALED IN ARCHITECTURALLY FINISHED AREAS, CONDUIT AND CONDUCTOR SIZES SHALL BE THE SAME AS THE HOMERUN FOR THE CIRCUIT</p> <p>CIRCUIT RUN BETWEEN DEVICES CONCEALED IN NON-ARCHITECTURALLY FINISHED AREAS OR UNDER FLOOR SLAB, CONDUIT AND CONDUCTOR SIZES SHALL BE THE SAME AS THE HOMERUN FOR THE CIRCUIT</p> <p>CIRCUIT HASH MARKS (WHEN INDICATED), LONG, SHORT, SINGLE DOT, AND DOUBLE DOT REPRESENT PHASE, NEUTRAL, EQUIPMENT GROUND, AND ISOLATED EQUIPMENT GROUND, RESPECTIVELY. #12 IN 3/4" CONDUIT UNLESS OTHERWISE INDICATED.</p> <p>CIRCUIT CONTINUATION</p> <p>CONDUIT STUBBED OUT AND CAPPED</p> <p>CONDUIT TAG OR CIRCUIT NUMBER, WIRE AND CONDUIT SIZE AS SPECIFIED IN CIRCUIT SCHEDULE ON THE SHEETS</p> <p>GROUNDING CONDUCTOR</p> <p>UNDERGROUND CONCRETE ENCASED DUCT BANK</p> <p>DIRECT BURIED CONDUIT</p> <p>OVERHEAD SECONDARY CIRCUIT AND CONDUCTORS</p> | <p>5</p> <p>LINE TYPE, DENOTES EXISTING TO REMAIN</p> <p>LINE TYPE, DENOTES EXISTING TO BE DEMOLISHED</p> <p>LINE TYPE, DENOTES NEW CONSTRUCTION</p> <p>GROUND ROD</p> <p>GROUND TEST WELL</p> <p>FIRE ALARM CONTROL PANEL</p> <p>HANDHOLE</p> <p>MANHOLE</p> <p>AREA DESIGNATION:</p> <p>ROOM AREA TYPES ARE DEFINED ON THE PLAN DRAWINGS TO ESTABLISH MATERIALS AND METHODS IN ACCORDANCE WITH THE SPECIFICATIONS.</p> <p>GENERAL REQUIREMENTS:</p> <p>1. CONTRACTOR SHALL BE RESPONSIBLE FOR ROUTING ALL CONDUITS ON PLANS, ONE-LINE DIAGRAMS, BLOCK DIAGRAMS, FOR SYSTEMS DESCRIBED IN SPECIFICATIONS, AND FOR CONDUITS NOT SHOWN ON THE DRAWINGS.</p> <p>2. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING PROPERLY SIZED STARTER OVERLOADS FOR EQUIPMENT FURNISHED, OR PROPER SETTING OF SOLID-STATE OVERLOAD RELAYS.</p> <p>3. INSTRUMENTATION AND CONTROL ONE-LINE DIAGRAMS PROVIDE CABLE AND CONDUIT REQUIREMENT FOR EACH DEVICE. PROVIDE SEPARATE RACETRAYS FOR 480V AND 240V CONTROL CIRCUITS, AND FOR INSTRUMENTATION CIRCUITS. CONTRACTOR SHALL COMBINE SIMILAR CIRCUIT RUNS TO MINIMIZE THE NUMBER OF CONDUIT TERMINATIONS AT CONTROL PANELS, DCIS EQUIPMENT, ETC. THE FOLLOWING IS A GUIDELINE BUT DOES NOT INCLUDE ALL COMBINATION TYPES AND SUBJECT TO EQUIPMENT AND MATERIAL SUPPLY.</p> <p>A. NO. 14 AWG XHHW CONTROL WIRE 3/4" - 14 MAXIMUM<br/>1/2" - 23 MAXIMUM<br/>1/4" - 41 MAXIMUM<br/>1/8" - 57 MAXIMUM<br/>2" - 94 MAXIMUM</p> <p>B. NO. 16 AWG TSP INSTRUMENT CABLE 1/2" - 2 MAXIMUM<br/>1/4" - 3 MAXIMUM<br/>2" - 14 MAXIMUM</p> <p>4. LIGHTING, RECEPTACLE AND MISCELLANEOUS 120VAC CIRCUITS INDICATED ON THE PLANS ARE NOT SHOWN ON THE ONE-LINE DIAGRAMS. PROVIDE 2#12, 4#10 IN 3/4" INCH CONDUIT UNLESS OTHERWISE NOTED.</p> <p>5. WHERE CIRCUITING OVERSIZED TO ACCOMMODATE VOLTAGE DROP TO LIGHTING FIXTURES, RECEPTACLES, TOGGLE SWITCHES, AND SIMILAR DEVICES, SIZE THE CIRCUIT DOWN TO #12 AWG AT THE DEVICE LOCATION FOR TERMINATION.</p> <p>6. COORDINATE FINAL LOCATIONS WITH EQUIPMENT PROVIDED.</p> <p>GENERAL NOTES:</p> <p>1. THIS IS A STANDARD ELECTRICAL SYMBOL SHEET. NOT ALL SYMBOLS MAY BE USED ON THIS PROJECT.</p> <p>2. SCREENING OR SHADINGS OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO BE EMPHASIZED PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH SHEET FOR USAGE.</p> <p>3. SEE PAD LEGEND SHEET FOR PROJECT-SPECIFIC EQUIPMENT SYMBOLS, EQUIPMENT ABBREVIATIONS, AND PIPING SYSTEM ABBREVIATIONS.</p> <p>4. ONE-LINE DIAGRAMS SHOW CIRCUIT IDENTIFICATION, WIRE QUANTITY AND SIZES, AND CONDUIT SIZE WITHIN STRUCTURES. ONE-LINE DIAGRAMS ALSO INDICATE ORIGIN AND DESTINATION OF CIRCUITS, AND IDENTIFY CIRCUITS ROUTED UNDERGROUND. ONE-LINE DIAGRAMS DO NOT SHOW ALL JUNCTION BOXES AND CONDUITS NEEDED OR MANIPULATED BY THE NATIONAL ELECTRICAL CODE FOR WHICH THE INSTALLING CONTRACTOR IS RESPONSIBLE TO PROVIDE.</p> <p>5. FOR CIRCUITS WITHOUT UNDERGROUND PORTIONS, BUILDING FLOOR PLANS SHOW LOCATION OF EQUIPMENT FOR DETERMINING CIRCUIT LENGTH WITHIN THE STRUCTURE. FOR CIRCUITS WITH UNDERGROUND PORTIONS, ANTICIPATED PENETRATION OF UNDERGROUND CONDUITS ARE SHOWN ON STRUCTURE PLANS FOR DETERMINING THE LENGTH OF THE IN-STRUCTURE PORTION OF CIRCUITS. BUILDING FLOOR PLANS MAY ALSO SHOW HOME RUNS FOR LIGHTING, RECEPTACLE, AND OTHER MISCELLANEOUS EQUIPMENT CIRCUITS.</p> <p>6. SITE PLANS INDICATE THE GENERAL ROUTING OF UNDERGROUND CONDUITS AND DUCT BANK. CIRCUITS ROUTED IN UNDERGROUND CONDUITS OR DUCT BANK ARE INDICATED IN DUCTBANK SECTIONS REFERENCED ON THE SITE PLAN.</p> | <p>6</p> <p>EMERGENCY LUMINAIRE, 2 ATTACHED HEADS AS SHOWN</p> <p>EMERGENCY LUMINAIRE, REMOTE MOUNTED HEAD</p> <p>DOUBLE-FACED CEILING OR WALL MOUNTED EXIT SIGN, DIRECTIONAL ARROWS (IF REQUIRED) AS INDICATED ON PLANS</p> <p>SINGLE-FACED CEILING OR WALL MOUNTED EXIT SIGN, DIRECTIONAL ARROWS (IF REQUIRED) AS INDICATED ON PLANS</p> <p>AREA OR ROADWAY LUMINAIRE - POLE MOUNTED LUMINAIRE SUBSCRIPTS:<br/>X - INDICATES FEATURE TYPE PER LIGHTING SCHEDULE<br/>Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD<br/>Z - INDICATES CONTROLLING SWITCH (IF REQUIRED)</p> <p>TOGGLE SWITCH SUBSCRIPTS:<br/>X - INDICATES TYPE<br/>NONE - SINGLE POLE<br/>3 - THREE-WAY<br/>4 - FOUR-WAY<br/>M - TOGGLE SWITCH, HORSEPOWER RATED<br/>K - KEY SWITCH<br/>L - LIGHTED HANDLE<br/>W - WEATHER PROOF<br/>D - DIMMER</p> <p>SPECIAL PURPOSE RECEPTACLE AS DEFINED ON PLANS</p> <p>PLUG-IN RECEPTACLE STRIP, QUANTITY AND SPACING OF RECEPTACLES AS NOTED OR SPECIFIED</p> <p>TELETYPE COMMUNICATIONS SERVICE OUTLET (VOICEDATA)</p> <p>TELECOMMUNICATIONS SERVICE OUTLET (DATA ONLY)</p> <p>TELECOMMUNICATIONS SERVICE OUTLET (VOICE ONLY - WALL MOUNTED AT 48" A.F.F.)</p> <p>QUAD-DUPLEX RECEPTACLE, TWO NEMA 5-20R UNDER COMMON COVER PLATE</p> <p>DUPLEX RECEPTACLE, NEMA 5-20R</p> <p>SIMPLEX RECEPTACLE, NEMA 5-20R</p> <p>SUBSCRIPTS:<br/>X - INDICATES TYPE<br/>GFC - GROUND FAULT CIRCUIT INTERRUPTER<br/>Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD<br/>WP - WEATHER PROOF</p> <p>SPECIAL DEVICE AND/OR CONNECTION AS NOTED</p> <p>CONDUIT TURNING UP</p> <p>CONDUIT TURNING DOWN</p> <p>HOME RUN TO PANEL, 2 #12, 1 #10 IN 3/4" UNLESS OTHERWISE NOTED</p> <p>CIRCUIT RUN BETWEEN DEVICES EXPOSED IN NON-ARCHITECTURALLY FINISHED AREAS, CONCEALED IN ARCHITECTURALLY FINISHED AREAS, CONDUIT AND CONDUCTOR SIZES SHALL BE THE SAME AS THE HOMERUN FOR THE CIRCUIT</p> <p>CIRCUIT RUN BETWEEN DEVICES CONCEALED IN NON-ARCHITECTURALLY FINISHED AREAS OR UNDER FLOOR SLAB, CONDUIT AND CONDUCTOR SIZES SHALL BE THE SAME AS THE HOMERUN FOR THE CIRCUIT</p> <p>CIRCUIT HASH MARKS (WHEN INDICATED), LONG, SHORT, SINGLE DOT, AND DOUBLE DOT REPRESENT PHASE, NEUTRAL, EQUIPMENT GROUND, AND ISOLATED EQUIPMENT GROUND, RESPECTIVELY. #12 IN 3/4" CONDUIT UNLESS OTHERWISE INDICATED.</p> <p>CIRCUIT CONTINUATION</p> <p>CONDUIT STUBBED OUT AND CAPPED</p> <p>CONDUIT TAG OR CIRCUIT NUMBER, WIRE AND CONDUIT SIZE AS SPECIFIED IN CIRCUIT SCHEDULE ON THE SHEETS</p> <p>GROUNDING CONDUCTOR</p> <p>UNDERGROUND CONCRETE ENCASED DUCT BANK</p> <p>DIRECT BURIED CONDUIT</p> <p>OVERHEAD SECONDARY CIRCUIT AND CONDUCTORS</p> | <p>7</p> <p>EMERGENCY LUMINAIRE, 2 ATTACHED HEADS AS SHOWN</p> <p>EMERGENCY LUMINAIRE, REMOTE MOUNTED HEAD</p> <p>DOUBLE-FACED CEILING OR WALL MOUNTED EXIT SIGN, DIRECTIONAL ARROWS (IF REQUIRED) AS INDICATED ON PLANS</p> <p>SINGLE-FACED CEILING OR WALL MOUNTED EXIT SIGN, DIRECTIONAL ARROWS (IF REQUIRED) AS INDICATED ON PLANS</p> <p>AREA OR ROADWAY LUMINAIRE - POLE MOUNTED LUMINAIRE SUBSCRIPTS:<br/>X - INDICATES FEATURE TYPE PER LIGHTING SCHEDULE<br/>Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD<br/>Z - INDICATES CONTROLLING SWITCH (IF REQUIRED)</p> <p>TOGGLE SWITCH SUBSCRIPTS:<br/>X - INDICATES TYPE<br/>NONE - SINGLE POLE<br/>3 - THREE-WAY<br/>4 - FOUR-WAY<br/>M - TOGGLE SWITCH, HORSEPOWER RATED<br/>K - KEY SWITCH<br/>L - LIGHTED HANDLE<br/>W - WEATHER PROOF<br/>D - DIMMER</p> <p>SPECIAL PURPOSE RECEPTACLE AS DEFINED ON PLANS</p> <p>PLUG-IN RECEPTACLE STRIP, QUANTITY AND SPACING OF RECEPTACLES AS NOTED OR SPECIFIED</p> <p>TELETYPE COMMUNICATIONS SERVICE OUTLET (VOICEDATA)</p> <p>TELECOMMUNICATIONS SERVICE OUTLET (DATA ONLY)</p> <p>TELECOMMUNICATIONS SERVICE OUTLET (VOICE ONLY - WALL MOUNTED AT 48" A.F.F.)</p> <p>QUAD-DUPLEX RECEPTACLE, TWO NEMA 5-20R UNDER COMMON COVER PLATE</p> <p>DUPLEX RECEPTACLE, NEMA 5-20R</p> <p>SIMPLEX RECEPTACLE, NEMA 5-20R</p> <p>SUBSCRIPTS:<br/>X - INDICATES TYPE<br/>GFC - GROUND FAULT CIRCUIT INTERRUPTER<br/>Y - INDICATES CIRCUIT NUMBER FROM PANELBOARD<br/>WP - 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CONTRACTOR SHALL BE RESPONSIBLE FOR ROUTING ALL CONDUITS ON PLANS, ONE-LINE DIAGRAMS, BLOCK DIAGRAMS, FOR SYSTEMS DESCRIBED IN SPECIFICATIONS, AND FOR CONDUITS NOT SHOWN ON THE DRAWINGS.</p> <p>2. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING PROPERLY SIZED STARTER OVERLOADS FOR EQUIPMENT FURNISHED, OR PROPER SETTING OF SOLID-STATE OVERLOAD RELAYS.</p> <p>3. INSTRUMENTATION AND CONTROL ONE-LINE DIAGRAMS PROVIDE CABLE AND CONDUIT REQUIREMENT FOR EACH DEVICE. PROVIDE SEPARATE RACETRAYS FOR 480V AND 240V CONTROL CIRCUITS, AND FOR INSTRUMENTATION CIRCUITS. CONTRACTOR SHALL COMBINE SIMILAR CIRCUIT RUNS TO MINIMIZE THE NUMBER OF CONDUIT TERMINATIONS AT CONTROL PANELS, DCIS EQUIPMENT, ETC. THE FOLLOWING IS A GUIDELINE BUT DOES NOT INCLUDE ALL COMBINATION TYPES AND SUBJECT TO EQUIPMENT AND MATERIAL SUPPLY.</p> <p>A. NO. 14 AWG XHHW CONTROL WIRE 3/4" - 14 MAXIMUM<br/>1/2" - 23 MAXIMUM<br/>1/4" - 41 MAXIMUM<br/>1/8" - 57 MAXIMUM<br/>2" - 94 MAXIMUM</p> <p>B. NO. 16 AWG TSP INSTRUMENT CABLE 1/2" - 2 MAXIMUM<br/>1/4" - 3 MAXIMUM<br/>2" - 14 MAXIMUM</p> <p>4. LIGHTING, RECEPTACLE AND MISCELLANEOUS 120VAC CIRCUITS INDICATED ON THE PLANS ARE NOT SHOWN ON THE ONE-LINE DIAGRAMS. PROVIDE 2#12, 4#10 IN 3/4" INCH CONDUIT UNLESS OTHERWISE NOTED.</p> <p>5. WHERE CIRCUITING OVERSIZED TO ACCOMMODATE VOLTAGE DROP TO LIGHTING FIXTURES, RECEPTACLES, TOGGLE SWITCHES, AND SIMILAR DEVICES, SIZE THE CIRCUIT DOWN TO #12 AWG AT THE DEVICE LOCATION FOR TERMINATION.</p> <p>6. COORDINATE FINAL LOCATIONS WITH EQUIPMENT PROVIDED.</p> <p>GENERAL NOTES:</p> <p>1. THIS IS A STANDARD ELECTRICAL SYMBOL SHEET. NOT ALL SYMBOLS MAY BE USED ON THIS PROJECT.</p> <p>2. SCREENING OR SHADINGS OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO BE EMPHASIZED PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH SHEET FOR USAGE.</p> <p>3. SEE PAD LEGEND SHEET FOR PROJECT-SPECIFIC EQUIPMENT SYMBOLS, EQUIPMENT ABBREVIATIONS, AND PIPING SYSTEM ABBREVIATIONS.</p> <p>4. ONE-LINE DIAGRAMS SHOW CIRCUIT IDENTIFICATION, WIRE QUANTITY AND SIZES, AND CONDUIT SIZE WITHIN STRUCTURES. ONE-LINE DIAGRAMS ALSO INDICATE ORIGIN AND DESTINATION OF CIRCUITS, AND IDENTIFY CIRCUITS ROUTED UNDERGROUND. ONE-LINE DIAGRAMS DO NOT SHOW ALL JUNCTION BOXES AND CONDUITS NEEDED OR MANIPULATED BY THE NATIONAL ELECTRICAL CODE FOR WHICH THE INSTALLING CONTRACTOR IS RESPONSIBLE TO PROVIDE.</p> <p>5. FOR CIRCUITS WITHOUT UNDERGROUND PORTIONS, BUILDING FLOOR PLANS SHOW LOCATION OF EQUIPMENT FOR DETERMINING CIRCUIT LENGTH WITHIN THE STRUCTURE. FOR CIRCUITS WITH UNDERGROUND PORTIONS, ANTICIPATED PENETRATION OF UNDERGROUND CONDUITS ARE SHOWN ON STRUCTURE PLANS FOR DETERMINING THE LENGTH OF THE IN-STRUCTURE PORTION OF CIRCUITS. BUILDING FLOOR PLANS MAY ALSO SHOW HOME RUNS FOR LIGHTING, RECEPTACLE, AND OTHER MISCELLANEOUS EQUIPMENT CIRCUITS.</p> <p>6. SITE PLANS INDICATE THE GENERAL ROUTING OF UNDERGROUND CONDUITS AND DUCT BANK. CIRCUITS ROUTED IN UNDERGROUND CONDUITS OR DUCT BANK ARE INDICATED IN DUCTBANK SECTIONS REFERENCED ON THE SITE PLAN.</p> |
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TEXAS P.E. #181  
Registration No. 7474

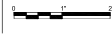
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| Y     |            |                |
| Z     |            |                |

|                 |               |
|-----------------|---------------|
| PROJECT MANAGER | S. E. WABROOK |
| DESIGNED BY     | O. JONGUTUD   |
| DRAWN BY        | O. JONGUTUD   |
| CHECKED BY      | P. K. DAVILA  |
| PROJECT DATE    | AUGUST 2023   |
| PROJECT NUMBER  | 10307519      |



CITY OF MIDLAND, TEXAS  
MIDLAND WATER AND WASTEWATER UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

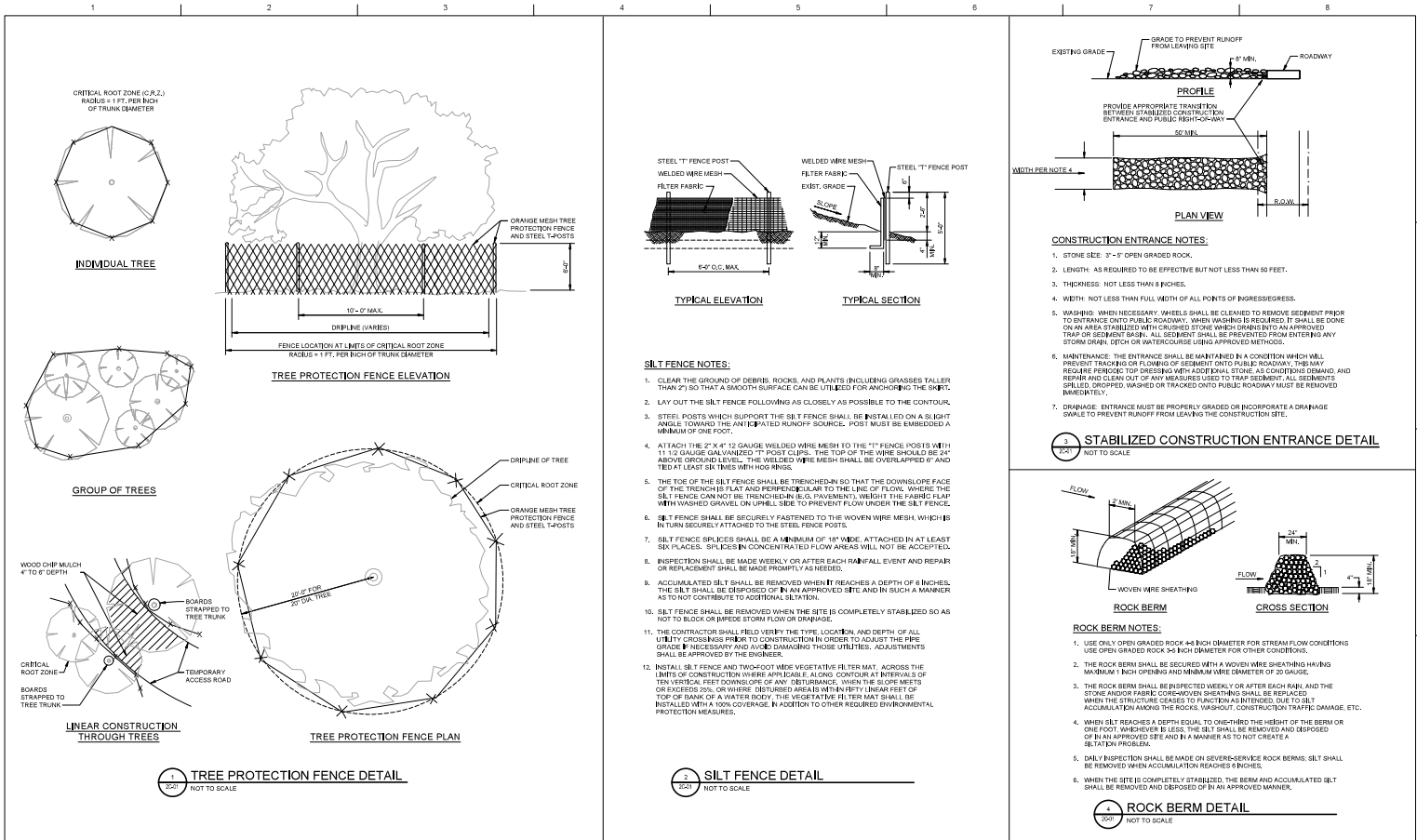
## GENERAL ELECTRICAL SYMBOLS AND LEGEND



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1E-01





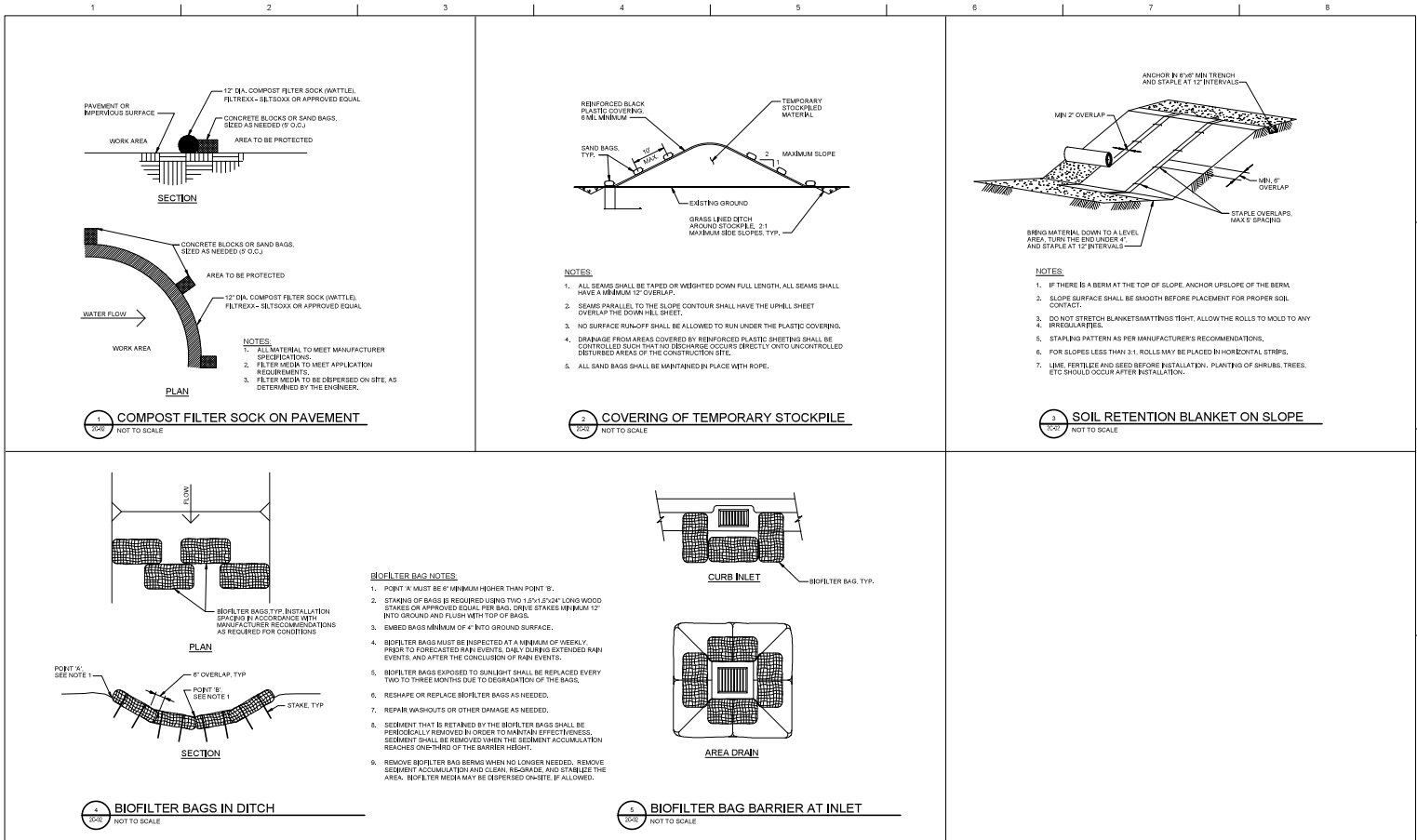
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| PROJECT MANAGER: S.E. MABROUK |            |                |
| DESIGNED BY: S.E. MABROUK     |            |                |
| DRAWN BY: M.E. VALIER         |            |                |
| CHECKED BY: ALLAN R. ROBERT   |            |                |
| PROJECT DATE: AUGUST 2023     |            |                |
| PROJECT NUMBER: 100719        |            |                |
| A                             | 08/10/2023 | ISSUED FOR BID |
| ISSUE                         | DATE       | DESCRIPTION    |



**CITY OF MIDLAND, TEXAS**  
WATER AND WASTEWATER UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

**STANDARD DETAILS**  
CIVIL  
TREE PROTECTION AND  
EROSION / SEDIMENTATION CONTROL DETAILS - 1  
SHEET  
2C-01

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SCALE: NOT TO SCALE



TEXAS P.E. #1818  
Registration No. P-254

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|-------|--|--|-----------------|----------------|---------------|
|       |  |  | PROJECT MANAGER |                | S. E. MABROUK |
|       |  |  | DESIGNED BY     |                | S. E. MABROUK |
|       |  |  | DRAWN BY        |                | M. E. VALIER  |
|       |  |  | CHECKED BY      |                | ALLAIBENROGET |
|       |  |  | PROJECT DATE:   |                | AUGUST 2023   |
|       |  |  | PROJECT NUMBER  |                | 10301919      |
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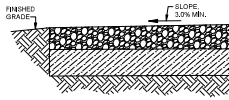


CITY OF MIDLAND, TEXAS  
**MIDLAND** WATER AND WASTEWATER  
UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

STANDARD DETAILS  
CIVIL  
TREE PROTECTION AND  
EROSION / SEDIMENTATION CONTROL DETAILS - 2  
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#### GRAVEL DRIVEWAY NOTES:

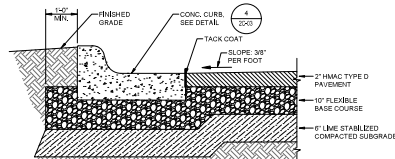
1. COMPACTED SUBGRADE. SCARIFY AND COMPACT THE SUBGRADE BELOW GRAVEL DRIVEWAYS IN ACCORDANCE WITH THE SPECIFICATIONS.
2. FLEXIBLE BASE COURSE. CRUSHED Limestone BASE MATERIALS PLACEMENT AND TESTING SHALL CONFORM TO THE SPECIFICATIONS.
3. GRAVEL DRIVEWAY SHALL BE CONSTRUCTED WITH CENTER CROWN. APPROX. SLOPES HIGHER THAN ELEVATIONS SHOWN AT EDGE OF DRIVEWAY.
4. GRADE ALL AREAS WITHIN THE PROPERTY LINES TO DRAIN OFFSITE.



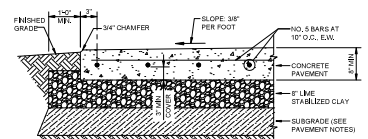
1 GRAVEL DRIVEWAY DETAIL  
NOT TO SCALE

#### PAVEMENT NOTES:

1. FOR SUBGRADE PREPARATION BENEATH PAVEMENT, REMOVE SUPERFICIAL SOILS OF ORGANICS AND DELETERIOUS MATERIALS.
2. PROOF-ROLL THE EXPOSED SUBGRADE.
3. IF UNSUITABLE SOILS ARE PRESENT:
  - A. REMOVE THE UNSUITABLE SOILS.
  - B. REPLACE WITH STRUCTURAL CLAY FILL OR LIME-STABILIZED CLAY FILL.
  - C. SOILS SHALL BE DETERMINED TO BE UNSUITABLE BY THE OWNER'S REPRESENTATIVE.
4. ALTERNATIVELY, UNSUITABLE SOILS MAY BE CHEMICALLY TREATED.
  - A. TREAT CLAYEY SOILS WITH LIME.
  - B. TREAT SILTY SOILS WITH COMBINATION OF LIME AND FLY ASH.
  - C. TREAT SANDY SOILS WITH CEMENT.
  - D. EACH UNSUITABLE CONDITION SHALL BE EVALUATED ON A CASE-BY-CASE BASIS BY THE OWNER'S REPRESENTATIVE.



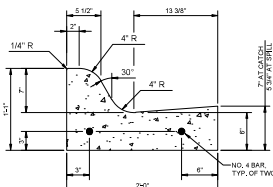
2 ASPHALT PAVEMENT DETAIL  
NOT TO SCALE



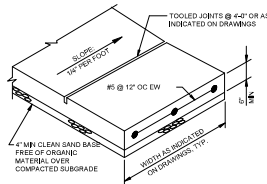
3 CONCRETE PAVEMENT DETAIL  
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#### CONCRETE CURB NOTES:

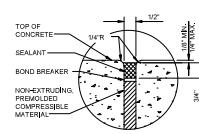
1. ALL AREAS OF CONCRETE CURB PLACED ADJACENT TO EXISTING CONCRETE CURB SHALL BE INSTALLED WITH EXPANSION JOINT AND TWO EMBEDDED DOWELS PER DETAIL.
2. WIDTH DIMENSIONS AS REQUIRED FOR REPLACEMENT OF CONCRETE SURFACE REMOVED FOR PUMP INSTALLATION.
3. VERIFY DIMENSIONS AND SLOPE OF ADJACENT EXISTING CURB AND INSTALL NEW CONCRETE CURB TO MATCH DIMENSIONS, SHAPE, ALBERMENT, AND ELEVATIONS.
4. CONCRETE SHALL BE GENERAL USE AND HAVE A MINIMUM OF 5 BAGS OF CEMENT PER CUBIC YARD AND A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 P.S.I.
5. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE SPECIFICATIONS.



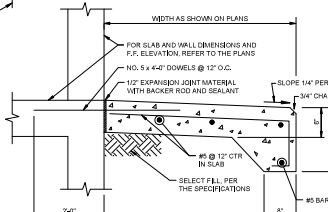
4 CONCRETE CURB DETAIL  
NOT TO SCALE



TYPICAL SIDEWALK SECTION



EXPANSION JOINT



SIDEWALK SECTION AT STRUCTURE

5 CONCRETE SIDEWALK DETAILS  
NOT TO SCALE

#### SIDEWALK NOTES:

1. REFER TO PLANS FOR SIDEWALK DIMENSIONS.
2. TOOLED JOINTS TO BE INSTALLED AT EQUAL SPACING, NOT TO EXCEED 4'-0" O.C.
3. EXPANSION JOINTS TO BE INSTALLED AT EVERY THIRD JOINT, NOT TO EXCEED 15'-0" MAXIMUM SPACING.
4. CONTRACTION JOINTS TO BE INSTALLED AT INTERVALS NOT EXCEEDING FIFTEEN FEET OR AS SHOWN ON THE DRAWINGS.
5. INSTALL 1/2" EXPANSION JOINT MATERIAL, FULL DEPTH WITH BACKER ROD AND SEALANT AT ALL SIDEWALK INTERFACES WITH BUILDING FOUNDATIONS, METER BOXES, VAULTS, UTILITY POLES, ETC.
6. CONCRETE SIDEWALKS SHALL BE CONSTRUCTED TO PROVIDE ADEQUATE DRAINAGE AWAY FROM ADJACENT BUILDING AND/OR STRUCTURE.
7. CONCRETE SIDEWALK MATERIALS, PLACEMENT, AND TESTING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
8. SELECT FILL BELOW SIDEWALK AREAS SHALL CONFORM TO THE SPECIFICATIONS. USED LIME, LESS THAN 60 AND A PLASTICITY INDEX BETWEEN 8 AND 20. PLACE IN 8-INCH MAX. LIFTS AND COMPACT TO 98% DENSITY ASTM D1556.
9. SCARIFY AND COMPACT THE SUBGRADE BELOW SIDEWALK AREAS PER THE SPECIFICATIONS.

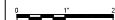


|                 |               |
|-----------------|---------------|
| PROJECT MANAGER | S. E. MABROUK |
| DESIGNED BY     | S. E. MABROUK |
| DRAWN BY        | M. E. VALIER  |
| CHECKED BY      | ALLAN REBERG  |
| PROJECT DATE    | AUGUST 2023   |
| PROJECT NUMBER  | 10301519      |



CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER  
UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

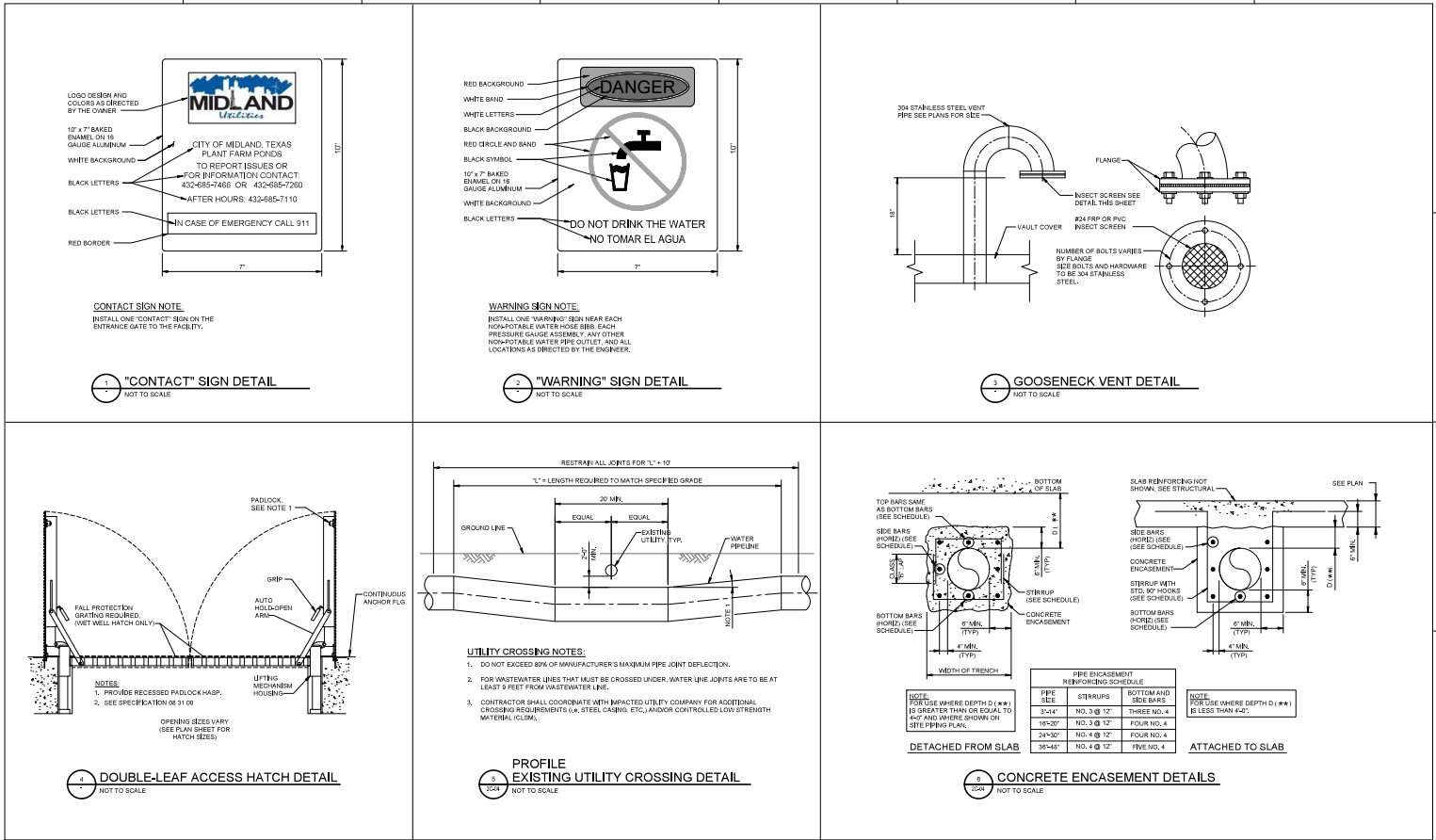
STANDARD DETAILS  
CIVIL  
DRIVEWAY, PAVEMENT,  
AND SIDEWALK DETAILS



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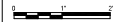


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|--------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. MABROUK |            |                |
| DESIGNED BY: S. E. MABROUK     |            |                |
| DRAWN BY: M. E. VALIER         |            |                |
| CHECKED BY: ALLAN R. ROBERT    |            |                |
| PROJECT DATE: AUGUST 2023      |            |                |
| PROJECT NUMBER: 10301919       |            |                |
| A                              | 08/10/2023 | ISSUED FOR BID |
| ISSUE                          | DATE       | DESCRIPTION    |



CITY OF MIDLAND, TEXAS  
**MIDLAND** WATER AND WASTEWATER  
UTILITIES DEPARTMENT  
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PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

STANDARD DETAILS  
CIVIL  
MISCELLANEOUS SITE DETAILS



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SCALE: NOT TO SCALE

SHEET  
2C-04



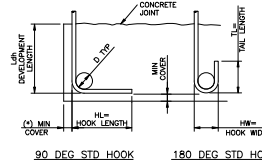
# GENERAL STRUCTURAL NOTES (GSN)

## GENERAL

01. SCOPE  
THE NOTES ON THIS SHEET AND THE STANDARD STRUCTURAL DETAILS ARE GENERAL AND APPLY TO THE ENTIRE PROJECT UNLESS SPECIFICALLY CALLED OUT OR NOT, EXCEPT WHERE THERE ARE SPECIFIC INDICATIONS TO THE CONTRARY ON STRUCTURAL SHEETS. IF THERE ARE QUESTIONS, THEY SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER AND ANSWERED IN WRITING PRIOR TO CONSTRUCTION.
02. APPLICABLE SPECIFICATIONS AND CODES  
A. INTERNATIONAL BUILDING CODE, IBC 2018 WITH APPLICABLE EDITIONS OF THE CODE REFERENCED STANDARDS.  
B. ACI 318-14  
C. LOCAL JURISDICTION AMENDMENTS
03. DESIGN CRITERIA  
1. APPLIED TO ALL STRUCTURES (UNO)  
A. DEAD LOAD:  
1. ACTUAL TRIBUTARY STRUCTURE WEIGHT  
B. LIVE LOAD:  
1. SLAB ON GRADE AND ON TOP OF WET WELL: 150 PSF  
C. WIND:  
1. RISK CATEGORY: II  
2. ULTIMATE WIND SPEED,  $V_{ult}$ : 116 MPH  
3. NOMINAL WIND SPEED,  $V_{nom}$ : 81 MPH  
4. EXPOSURE: C  
5. ALL STRUCTURES ARE ENCLOSED  
D. SEISMIC:  
1. ABOVE GRADE, NON WATER BEARING STRUCTURES:  
a. OCCUPANCY CATEGORY: II  
b. IMPORTANCE FACTOR: 1.25  
c. SPECTRAL RESPONSE ACCELERATION,  $S_S$ : 0.117g  
d. SPECTRAL RESPONSE ACCELERATION,  $S_1$ : 0.032g  
e. SITE CLASS: D  
f. SEISMIC DESIGN CATEGORY: A  
g. SPECTRAL RESPONSE COEFFICIENT,  $SDS$ : 0.131g  
h. SPECTRAL RESPONSE COEFFICIENT,  $SDI$ : 0.025g  
i. ANALYSIS PROCEDURE: GENERAL STRUCTURAL INTEGRITY PROVISIONS  
E. SNOW LOAD:  
1. GROUND SNOW LOAD = 5 psf
04. THE FOLLOWING NON-CONTRACTUAL GEOTECHNICAL MEMORANDUM WAS DEVELOPED FOR THIS PROJECT. THE RECOMMENDATIONS FOR THIS PROJECT WERE BASED ON EXISTING SOIL BORINGS IN THE VICINITY OF THE NEW STRUCTURE:  
BASIS OF DESIGN REPORT: S.E. GEOTECHNICAL DESIGN CRITERIA  
PREPARED BY CH2M HILL ENGINEERS, INC.  
APRIL 7, 2018
05. SAFETY  
SAFETY AND STRUCTURE STABILITY DURING CONSTRUCTION ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. STRUCTURES HAVE BEEN DESIGNED TO RESIST THE DESIGN LIVE LOADS ONLY AS A COMPLETED STRUCTURE.
06. OPENINGS  
OPENINGS FOR PIPES, DUCTS, CONDUITS, ETC. ARE NOT ALL SHOWN ON THE STRUCTURAL DRAWINGS. COORDINATE AND PROVIDE OPENINGS AS REQUIRED TO ACCOMMODATE ALL WORK SHOWN OR SPECIFIED IN THE CONTRACT DOCUMENTS AND OTHERWISE REQUIRED FOR THE FURNISHING OF A FUNCTIONALLY COMPLETE PROJECT. REINFORCE AROUND OPENINGS PER STANDARD STRUCTURAL DETAILS UNLESS OTHERWISE SHOWN.
07. SEE CIVIL DRAWINGS FOR ALL EXTERIOR PAVING AND FLATWORK.
08. STANDARD DETAILS  
THE STANDARD DETAILS DEPICT TYPICAL DETAILING TO BE USED ON THIS PROJECT. IF CONDITIONS ARE NOT EXPLICITLY SHOWN ON THE DRAWINGS THEY SHALL BE MADE SIMILAR TO THE STANDARD DETAILS. OBTAIN APPROVAL OF ENGINEER IN WRITING FOR SIMILAR CONDITIONS PRIOR TO CONSTRUCTION.
09. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS OF EXISTING CONSTRUCTION AS REQUIRED TO COORDINATE NEW CONSTRUCTION. SUBMIT REQUIRED CHANGES FOR APPROVAL.
10. CONTRACTOR TO SUBMIT FOR REVIEW ALL EQUIPMENT SIZES, OPERATING WEIGHTS, VIBRATION FORCES, SUPPORT LOCATIONS, ALONG WITH ANY FLOOR OPENINGS, NOTCHES, AND RECESSES REQUIRED BY SUCH EQUIPMENT. CONCRETE SUPPORT PADS AND/OR FRAMING REQUIRED TO SUPPORT SAG EQUIPMENT SHALL NOT BE FABRICATED AND PLACED UNTIL THE CONCRETE SUPPORT PADS AND/OR FRAMING IS APPROVED TO SUPPORT THE EQUIPMENT.

## CONCRETE

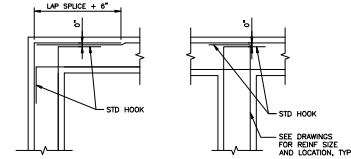
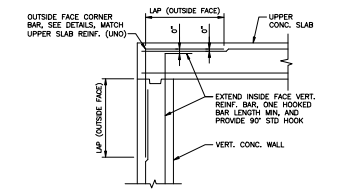
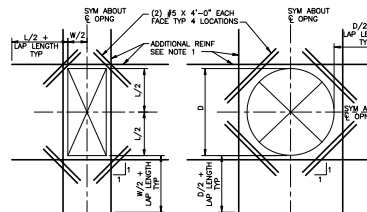
- C1. DESIGN STRENGTHS:  
 $f'_c = 4500$  PSI  
 $f_y = 60,000$  PSI
- C2. CONCRETE COVER  
UNLESS OTHERWISE NOTED, PROVIDE CONCRETE COVER FOR REINFORCING AS FOLLOWS:  
CONCRETE DEPOSITED AGAINST EARTH: 3"  
ALL OTHERS: 2"  
SEE DRAWINGS FOR EXCEPTIONS
- C3. SEE SPECIFICATIONS FOR REINFORCING PLACEMENT REQUIREMENTS.
- C4. REFER TO OTHER DISCIPLINE DRAWINGS PRIOR TO CONSTRUCTION FOR EMBEDDED ITEMS AND PENETRATIONS NOT SHOWN ON STRUCTURAL DRAWINGS. AS REQUIRED TO ACCOMMODATE ALL WORK SHOWN OR SPECIFIED IN THE CONTRACT DOCUMENTS AND OTHERWISE REQUIRED FOR THE FURNISHING OF A FUNCTIONALLY COMPLETE PROJECT, REINFORCE AROUND OPENINGS PER STANDARD STRUCTURAL DETAILS UNLESS OTHERWISE SHOWN.
- C5. PROVIDE 3/4" CHAMFERS AT ALL EXPOSED EDGES AND 1/2" CHAMFERS AT JOINTS AS SHOWN. NOT ALL CHAMFERS MAY BE SHOWN ON DRAWINGS.
- C6. FIELD ADJUST REINFORCING AT OPENINGS AND EMBEDDED ITEMS AS INDICATED.
- C7. ANCHOR BOLTS NOT SPECIFIED BY ENGINEER SHALL BE DESIGNED AND CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER, RETAINED BY THE CONTRACTOR, IN ACCORDANCE WITH APPLICABLE PROJECT AND CODE REQUIREMENTS. SUBMIT AS A SHOP DRAWING FOR REVIEW AND APPROVAL BY THE ENGINEER. COORDINATE LOCATION, SIZE AND EMBEDMENT PRIOR TO CASTING CONCRETE.
- C8. CONTINUOUS WATERSTOP SHALL BE INSTALLED IN JOINTS SUBJECT TO STATIC WATER PRESSURE. ALL WATERSTOPS SHALL BE 6 IN PVC, UNLESS NOTED OTHERWISE. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ALL WATERSTOPS CONTINUOUS AND ALL JOINTS LEAK-FREE AS REQUIRED.
- C9. ABSOLUTELY NO WELDING OF REINFORCING BARS OR TORCHING TO BEND REINFORCING BARS SHALL BE ALLOWED.
- C10. ALL CAST IN PLACE AND POST-INSTALLED ANCHORS INDICATED IN THE STRUCTURAL DOCUMENTS SHALL COMPLY WITH APPENDIX D OF ACI 318 AND CHAPTER 19 OF THE IBC. ALL EXPANSION AND ADHESIVE ANCHORS SHALL HAVE THE ICC REPORT SHOWING EQUIVALENT LOAD CAPACITY. SUBMIT AND INSTALL PER THE ICC EVALUATION REPORT.
- C11. PRIOR TO INSTALLING POST INSTALLED ANCHORS INTO CONCRETE, THE CONTRACTOR SHALL LOCATE REINFORCING, DO NOT DAMAGE CONCRETE REINFORCING.
- C12. FORMED CONSTRUCTION JOINTS SHALL BE KEPT. CONSTRUCTION JOINTS AT UNFORMED SURFACES SHALL BE ROUGHENED. SEE STANDARD DETAILS.
- C13. A MINIMUM 48 HOURS SHALL ELAPSE BETWEEN PLACEMENTS OF ADJACENT CONCRETE CONSTRUCTION AT JOINTS WHERE PLACEMENT IS INTERRUPTED.



| BAR SIZE | HL  | HW  | TL  | D       | $f'_c=4.0$ OR 4.5 KSI |
|----------|-----|-----|-----|---------|-----------------------|
| #3       | 6"  | 5"  | 5"  | 2 1/4"  | 6"                    |
| #4       | 8"  | 6"  | 6"  | 4 1/2"  | 7"                    |
| #5       | 10" | 8"  | 8"  | 5 3/4"  | 9"                    |
| #6       | 12" | 10" | 10" | 6 3/4"  | 10"                   |
| #7       | 14" | 12" | 12" | 8 1/4"  | 12"                   |
| #8       | 16" | 14" | 14" | 10 1/4" | 14"                   |
| #9       | 18" | 16" | 16" | 12 1/4" | 16"                   |
| #10      | 20" | 18" | 18" | 14 1/4" | 18"                   |
| #11      | 22" | 20" | 20" | 16 1/4" | 20"                   |

\* COMPLYING WITH MINIMUM COVER REQUIREMENTS OF ACI 318. OTHERWISE L<sub>dh</sub> MUST BE RE-CALCULATED.

## REINFORCING HOOK SCHEDULE



## NOTES

1. LAP LENGTHS SHOWN ARE FOR CLASS "B" TENSION SPICES.
2. LAP LENGTHS AND EMBEDMENTS SHOWN ARE FOR BARS SPACED LATERALLY  $\geq$  FIVE TIMES THE BAR DIAMETER (CENTER TO CENTER) AND FOR MINIMUM COVER IN ACCORDANCE WITH ACI 318.
3. IF SPACING  $S < 5$  TIMES BAR DIAMETER (CENTER TO CENTER), INCREASE LAP LENGTH AND EMBEDMENT PER ACI-318.
4. TOP REINFORCING IS HORIZONTAL STEEL SO PLACED THAT MORE THAN 12" OF CONCRETE IS CAST IN THE MEMBER BELOW THE REINFORCING.

| BAR SIZE | $f'_c = 4.0 - 5.0$ ksi |                        | $f_y = 60.0$ ksi |       |
|----------|------------------------|------------------------|------------------|-------|
|          | LAP LENGTH $L_d$ (IN.) | EMBEDMENT LENGTH (IN.) | TOP              | OTHER |
| #3       | 16                     | 12                     | 12               | 12    |
| #4       | 18                     | 14                     | 14               | 14    |
| #5       | 20                     | 16                     | 16               | 16    |
| #6       | 22                     | 18                     | 18               | 18    |
| #7       | 24                     | 20                     | 20               | 20    |
| #8       | 26                     | 22                     | 22               | 22    |
| #9       | 28                     | 24                     | 24               | 24    |
| #10      | 30                     | 26                     | 26               | 26    |
| #11      | 32                     | 28                     | 28               | 28    |

## LAP LENGTHS

NTS

## EXTRA REINFORCING AROUND OPENINGS

NTS

## WALL AND GRADE BEAM REINFORCEMENT AT CORNERS AND INTERSECTIONS

NTS



|       |                                |             |
|-------|--------------------------------|-------------|
| A     | PROJECT MANAGER: S.E. WILBROOK |             |
|       | DESIGNED BY: B.K. TAYLOR       |             |
|       | DRAWN BY: H.D. GARZA           |             |
|       | CHECKED BY: L. MINOZZA         |             |
| A     | PROJECT DATE: AUGUST 2023      |             |
|       | PROJECT NUMBER: 1030719        |             |
| ISSUE | DATE                           | DESCRIPTION |



CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

STANDARD DETAILS  
STRUCTURAL  
GENERAL STRUCTURAL NOTES & DETAILS  
FILE NAME: 25-01.dwg  
SHEET: 25-01  
SCALE: NOT TO SCALE

1 2 3 4 5 6 7 8

### OPENING/PENETRATION TYPES

- TYPE A BLOCK-OUT 1" LARGER THAN OUTSIDE DIMENSIONS OF PIPING.  
TYPE B SAWCUT OPENING, PLACE NEW CONC WITH INTEGRALLY CAST SHEET METAL OR PIPE SLEEVE.  
TYPE C FABRICATED SHEET METAL OR PIPE SLEEVE, CAST IN PLACE.  
TYPE D COMMERCIAL-TYPE CASTING.  
TYPE E SAWCUT OPENING, PLACE NEW CONC WITH INTEGRALLY CAST PIPING.  
TYPE F INTEGRALLY CAST PIPING.  
TYPE G SAWCUT AND REMOVE AREA 1" LARGER THAN OUTSIDE DIMENSIONS OF PIPING.  
TYPE H CORE DRILL.  
TYPE I BLOCK OUT AREA, AT LATER DATE, PLACE NEW CONC WITH INTEGRALLY CAST SHEET METAL OR PIPE SLEEVE.

### SEAL CATEGORIES

- CATEGORY 1 ELASTOMERIC LINK SEALANT, PROVIDE TWO ROWS FOR PIPING 18" DIA. AND LARGER.  
CATEGORY 2 ROOF CURB AND FLASHING PER SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA) SPECS.  
CATEGORY 3 12 GAUGE SHEET METAL DRIP SLEEVE SET IN BED OF SEALANT WITH BACKER ROD AND SEALANT USED IN SLEEVE ANNULUS.  
CATEGORY 4 BACKER ROD AND SEALANT.  
CATEGORY 5 FULL-DEPTH COMPRESSIBLE SEALANT WITH ESCUTCHEONS ON BOTH SIDES OF OPENING.  
CATEGORY 6 FULL-DEPTH COMPRESSIBLE SEALANT & FLANGES ON BOTH OPENINGS, FLANGES CONSTRUCTED AS SAME MATL AS DUCT, FASTENED TO DUCT, AND 1/2" (MIN) LARGER THAN OPENING.  
CATEGORY 7 FULL-DEPTH COMPRESSIBLE SEALANT WITH FINISH SEALANT, OR FULL-DEPTH EXPANDING FOAM SEALANT.

NOTE: PIPING AS USED ABOVE REFERS TO DUCTS, PIPES, AND CONDUITS.

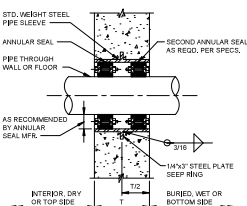
### OPENING/PENETRATION SCHEDULE FOR NEW CONSTRUCTION

| APPLICATIONS                                                                         | DUCTS     |               | PIPING    |               | CONDUIT   |               |
|--------------------------------------------------------------------------------------|-----------|---------------|-----------|---------------|-----------|---------------|
|                                                                                      | QIND TYPE | SEAL CATEGORY | QIND TYPE | SEAL CATEGORY | QIND TYPE | SEAL CATEGORY |
| THROUGH FLOORS IN BOTTOM SIDE A HAZARDOUS LOCATION                                   | C         | 7             | D         | NOT RECD      | G         | 7             |
|                                                                                      | F         | NOT RECD      | F         | NOT RECD      | F         | NOT RECD      |
|                                                                                      | I         | 7             | I(1)      | 7             | I(1)      | 7             |
| THROUGH FLOORS ON-GRADE ABOVE WATER TABLE                                            | C         | 4             | F         | NOT RECD      | C         | 4             |
|                                                                                      | F         | NOT RECD      | I(1)      | 7             | F         | NOT RECD      |
| THROUGH SLAB ON-GRADE BELOW WATER TABLE                                              | F         | NOT RECD      | F         | NOT RECD      | F         | NOT RECD      |
| THROUGH FLOORS IN WARDROOM AREAS                                                     | C         | 4             | C         | 4             | F         | NOT RECD      |
|                                                                                      | I         | 4             | H(2)      | 3             | H(2)      | 3             |
|                                                                                      |           |               | I(1)      | 7             | I(1)      | 7             |
| THROUGH WALLS WHERE ONE SIDE IS A HAZARDOUS AREA                                     | C         | 7             | D         | NOT RECD      | C         | 7             |
|                                                                                      | F         | NOT RECD      | F         | NOT RECD      | F         | NOT RECD      |
|                                                                                      | I         | 7             | I(1)      | 7             | I(1)      | 7             |
| THROUGH EXTERIOR WALL BELOW GRADE ABOVE WATER TABLE                                  | C         | 7             | C         | 1             | F         | NOT RECD      |
|                                                                                      | F         | NOT RECD      | D         | NOT RECD      | I(1)      | 7             |
|                                                                                      | I         | 7             | I(1)      | 7             | I(1)      | 7             |
| THROUGH WALL ABOVE HIGH WATER LEVEL FROM TANKAGE OR WET-CELL TO DRY-CELL OR DRY AREA | C         | 7             | D         | NOT RECD      | C         | 7             |
|                                                                                      | F         | NOT RECD      | F         | NOT RECD      | F         | NOT RECD      |
|                                                                                      | I         | 7             | H(2)      | 1             | H(2)      | 7             |
| THROUGH WALL BELOW HIGH WATER LEVEL FROM TANKAGE OR WET-CELL TO DRY-CELL OR DRY AREA | F         | NOT RECD      | F         | NOT RECD      | F         | NOT RECD      |
| THROUGH EXTERIOR WALL ABOVE GRADE                                                    | A         | 5             | A         | 5             | C         | 5             |
|                                                                                      | B         | 5             | D         | 5             | H(2)      | 4             |
|                                                                                      | C         | 5             | H(2)      | 5             | I(1)      | 7             |
| ROOF PENETRATIONS                                                                    | A         | 2             | A         | 2             | A         | 2             |
| THROUGH INTERIOR WALL AND SLAB NOT COVERED BY THE ABOVE APPLICATIONS                 | A         | 4             | A         | 4             | A         | 4             |
|                                                                                      | C         | 4             | C         | 4             | F         | NOT RECD      |

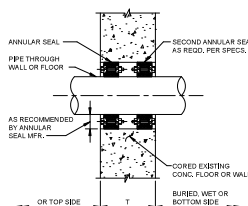
NOTES:  
1. MULTIPLE PIPING 3" AND SMALLER, OR MULTIPLE CONDUITS.  
2. SINGLE PIPING 3" AND SMALLER, OR SINGLE CONDUIT.

### GENERAL NOTES:

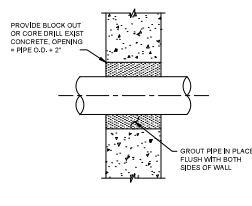
- A. REFER TO SPEC SECTION 017320, OPENINGS & PENETRATIONS IN CONSTRUCTION, FOR ADDITIONAL INFORMATION. THIS DRAWING DOES NOT INCLUDE ALL SPECIFICATION REQUIREMENTS.  
B. INSTALL OPENINGS & PENETRATIONS AS SCHEDULED ABOVE UNLESS SHOWN OTHERWISE ON THE PLANS.  
C. CONTACT ENGINEER FOR CLARIFICATION IF CONDITIONS ENCOUNTERED DIFFER FROM THOSE SCHEDULED ABOVE.



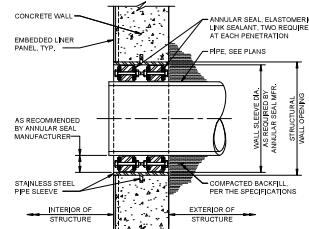
1  
PIPE SLEEVE WITH ANNULAR SEAL  
NOT TO SCALE



2  
PIPE PENETRATION WITH ANNULAR SEAL  
NOT TO SCALE



3  
PIPE PENETRATION GROUTED IN PLACE  
NOT TO SCALE



4  
PIPE PENETRATION WITH ANNULAR SEAL AT CONCRETE LINER PANEL  
NOT TO SCALE



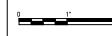
TEXAS P.E. #1111  
Registration No. P-254

|                                |            |                |
|--------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. MABROUK |            |                |
| DESIGNED BY: S. E. MABROUK     |            |                |
| DRAWN BY: M. E. VALIER         |            |                |
| CHECKED BY:                    |            |                |
| PROJECT DATE: AUGUST 2023      |            |                |
| PROJECT NUMBER: 103019         |            |                |
| A                              | 08/10/2023 | ISSUED FOR BID |
| ISSUE                          | DATE       | DESCRIPTION    |



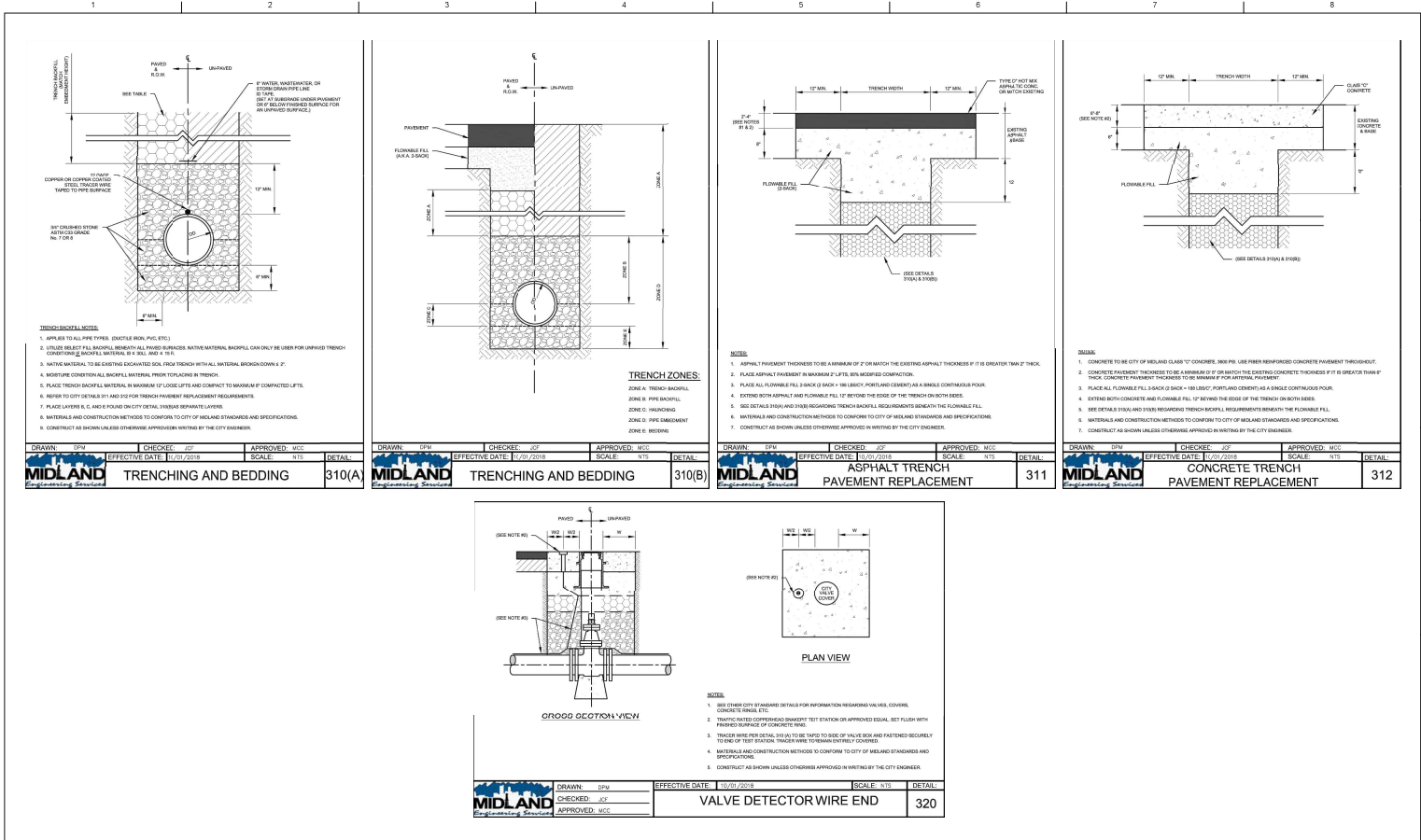
CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER UTILITIES DEPARTMENT  
MIDLAND WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN

### STANDARD DETAILS PROCESS SCHEDULE OF OPENINGS AND PENETRATIONS



FILENAME: 2D-01.dwg  
SCALE: NOT TO SCALE

SHEET  
2D-01



|                                |            |                |
|--------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. MABROUK |            |                |
| DESIGNED BY: S. E. MABROUK     |            |                |
| DRAWN BY: J. A. CANTU          |            |                |
| CHECKED BY: ALLAN REINROSET    |            |                |
| PROJECT DATE: AUGUST 2023      |            |                |
| PROJECT NUMBER: 10301919       |            |                |
| A                              | 08/10/2023 | ISSUED FOR BID |
| ISSUE                          | DATE       | DESCRIPTION    |



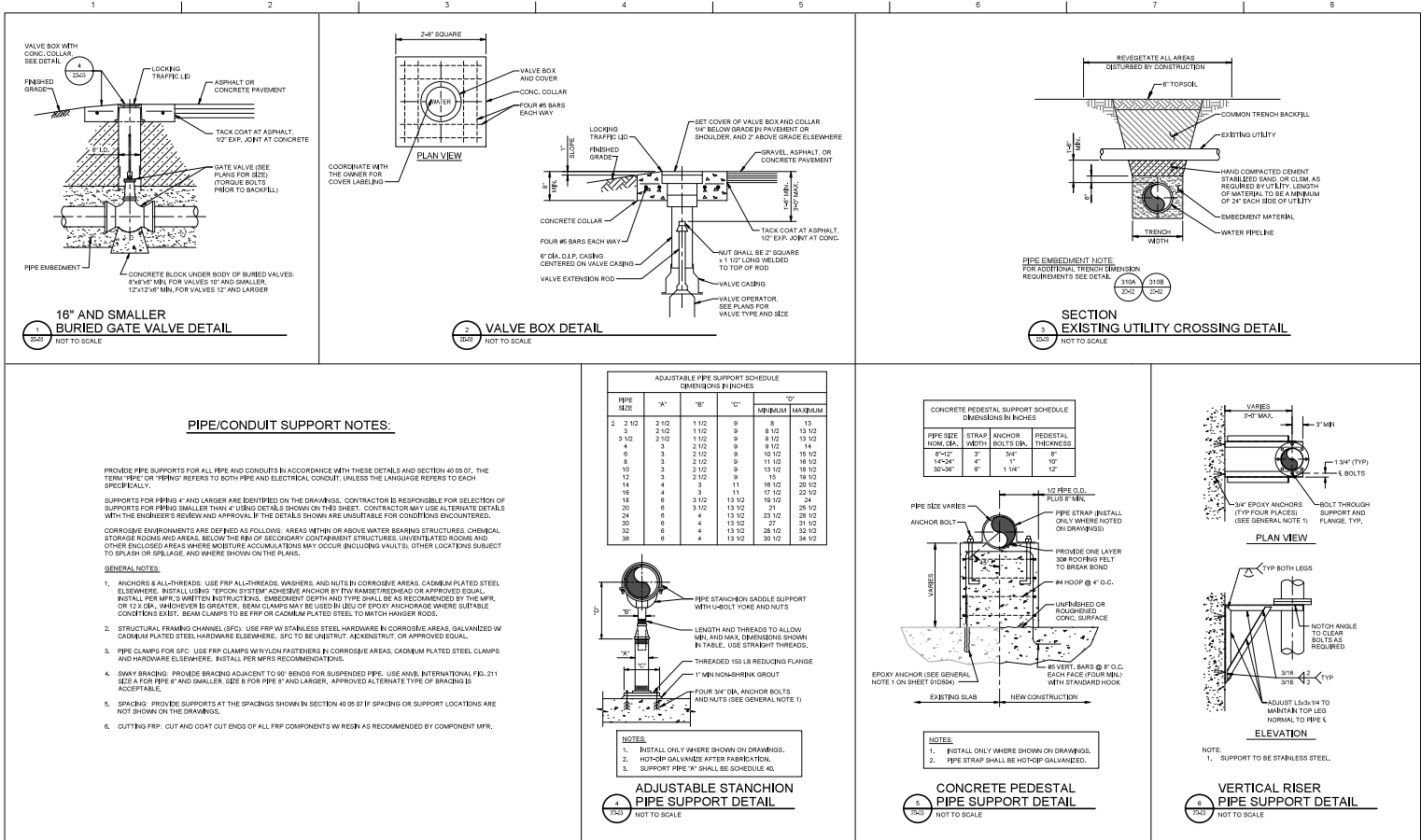
CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER  
UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

STANDARD DETAILS  
PROCESS  
CITY OF MIDLAND STANDARD DETAILS



FILENAME: 2D-02.dwg  
SCALE: NOT TO SCALE

SHEET  
2D-02



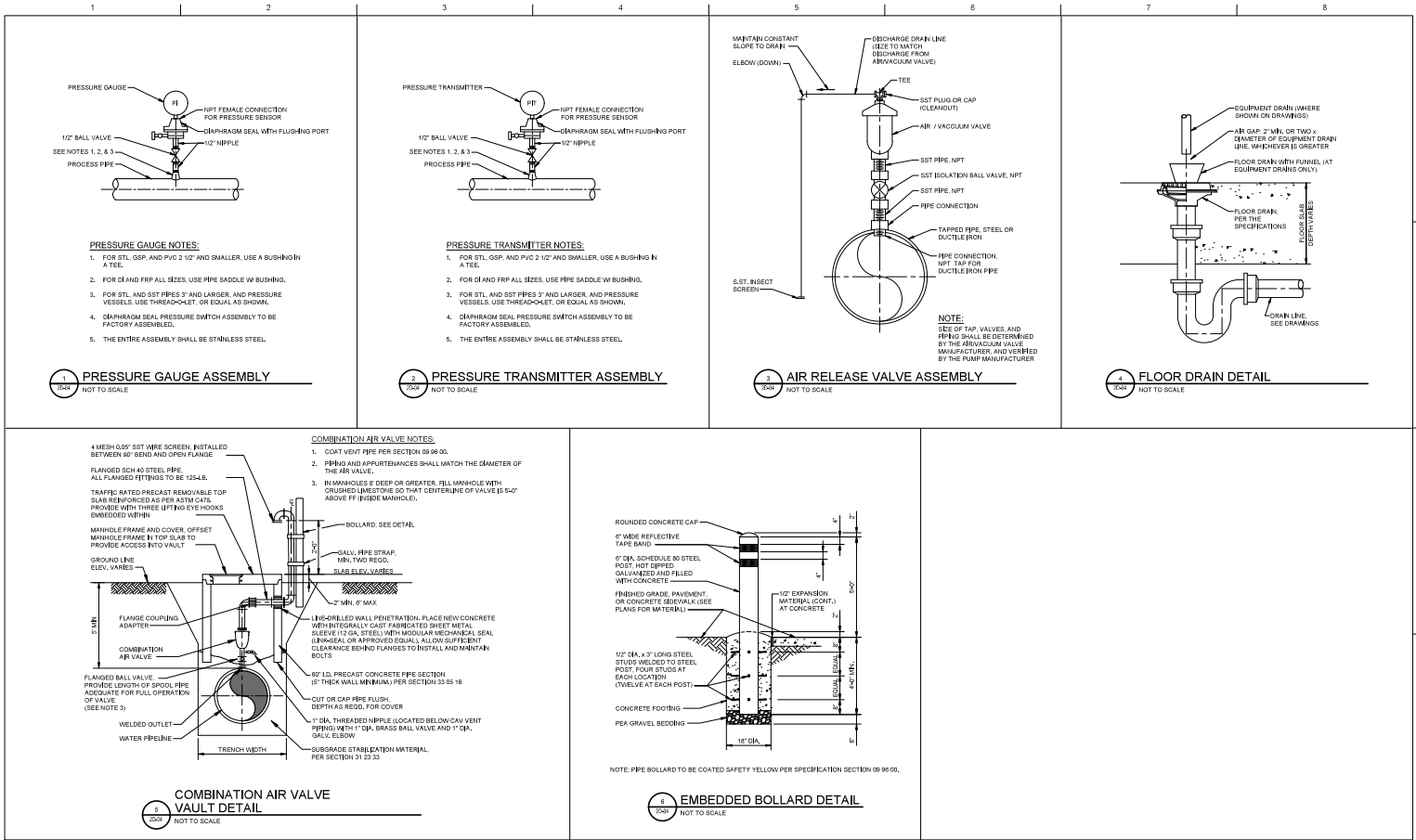
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|--------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. MABROUK |            |                |
| DESIGNED BY: S. E. MABROUK     |            |                |
| DRAWN BY: J. A. CANTU          |            |                |
| CHECKED BY: ALLAN REBERGSET    |            |                |
| PROJECT DATE: AUGUST 2023      |            |                |
| PROJECT NUMBER: 10301519       |            |                |
| ISSUE                          | DATE       | DESCRIPTION    |
| 1                              | 08/10/2023 | ISSUED FOR BID |



**CITY OF MIDLAND, TEXAS**  
**MIDLAND WATER AND WASTEWATER UTILITIES DEPARTMENT**  
**WATER RECLAMATION FACILITY**  
**CONSTRUCTION PACKAGE B**  
**PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN**

**STANDARD DETAILS**  
**PROCESS**  
**MISCELLANEOUS & PIPE SUPPORT DETAILS**

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 SCALE: NOT TO SCALE  
 SHEET: 2D-03

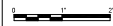


|                                 |            |                |
|---------------------------------|------------|----------------|
| PROJECT MANAGER: S. C. MARRIOTT |            |                |
| DESIGNED BY: S. C. MARRIOTT     |            |                |
| DRAWN BY: M. E. VALIER          |            |                |
| CHECKED BY: ALLAN R. ROBERT     |            |                |
| PROJECT DATE: AUGUST 2023       |            |                |
| PROJECT NUMBER: 10301919        |            |                |
| ISSUE                           | DATE       | DESCRIPTION    |
| A                               | 08/10/2023 | ISSUED FOR BID |



**CITY OF MIDLAND, TEXAS**  
WATER AND WASTEWATER UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN

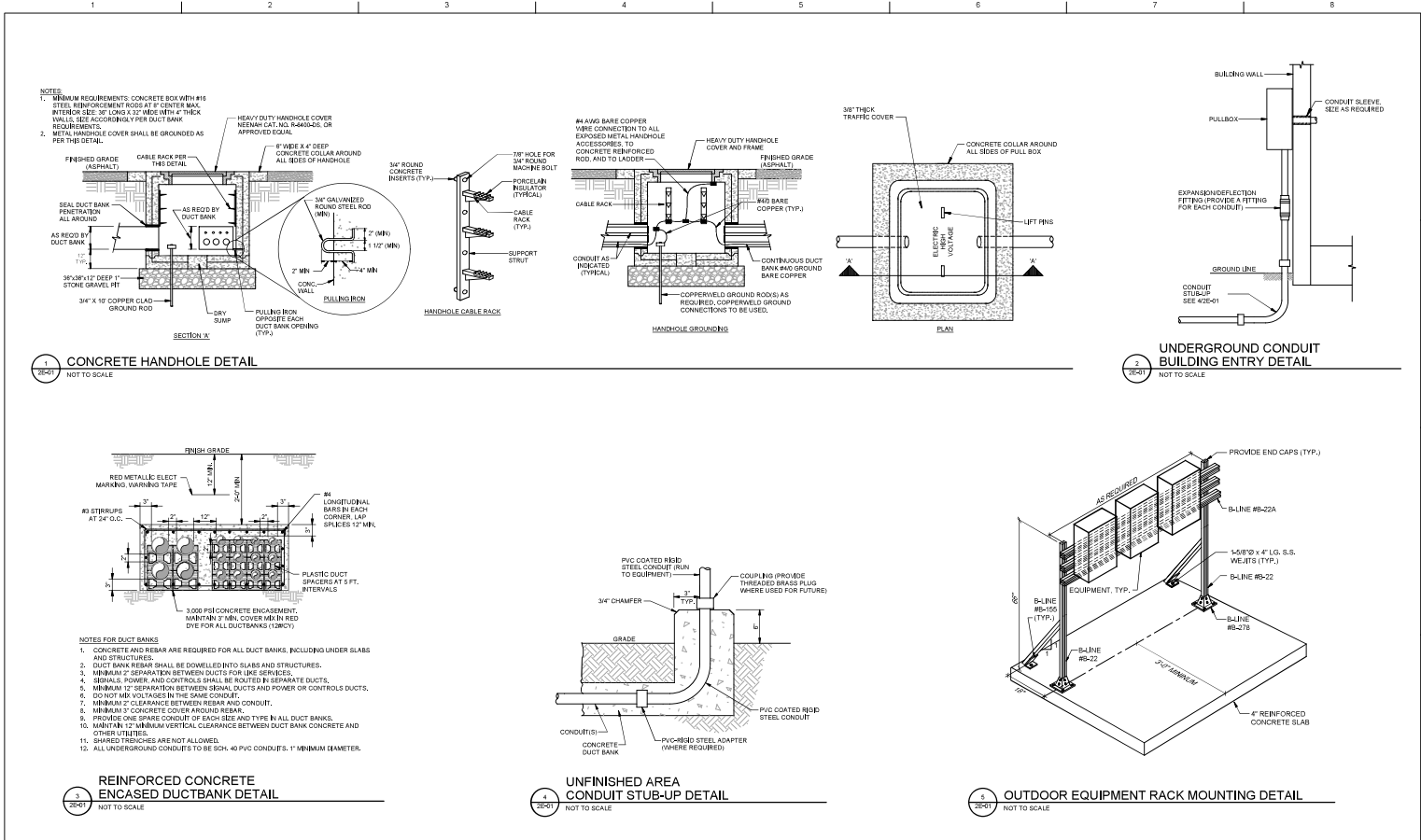
STANDARD DETAILS  
PROCESS  
MISCELLANEOUS PIPING DETAILS



FILENAME: 2D-04.dwg  
SCALE: NOT TO SCALE

SHEET  
2D-04





|                                 |            |                |
|---------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. WILBROOK |            |                |
| DESIGNED BY: O. JONGUTUD        |            |                |
| DRAWN BY: O. JONGUTUD           |            |                |
| CHECKED BY: P. K. DAVILA        |            |                |
| PROJECT DATE: AUGUST 2023       |            |                |
| PROJECT NUMBER: 10307519        |            |                |
| A                               | 08/10/2023 | ISSUED FOR BID |
| ISSUE                           | DATE       | DESCRIPTION    |



**MIDLAND** CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

STANDARD DETAILS  
ELECTRICAL  
ELECTRICAL DETAILS

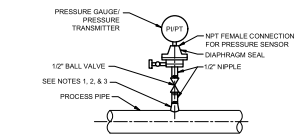


FILENAME: 2E-01.dwg  
SCALE: AS NOTED

SHEET  
**2E-01**



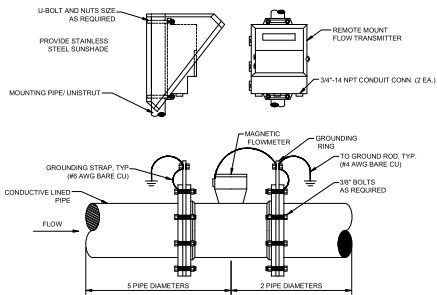
1 2 3 4 5 6 7 8



**NOTES:**

1. FOR STL, GSP, AND PVC 2 1/2" AND SMALLER, USE A BUSHING IN A TEE.
2. FOR DIP AND FRP ALL SIZES, USE PIPE SADDLE W/ BUSHING.
3. FOR STL AND SST PIPES 7" AND LARGER, AND PRESSURE VESSELS, USE THREAD-O-LET, OR EQUAL AS SHOWN.
4. DIAPHRAGM SEAL PRESSURE SWITCH ASSEMBLY TO BE FACTORY ASSEMBLED.

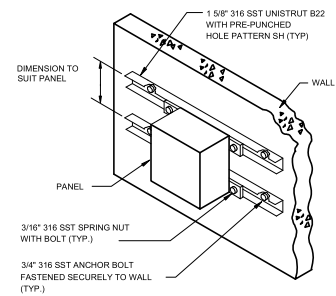
**1 PRESSURE GAUGE/PRESSURE TRANSMITTER WITH DIAPHRAGM SEAL**  
NOT TO SCALE



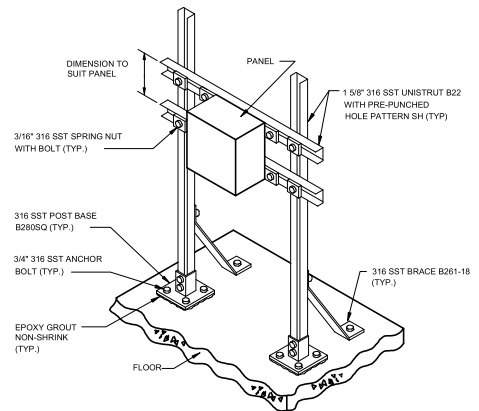
**NOTES:**

1. INSTALL EQUAL LENGTHS OF ELECTRODE AND COIL DRIVE CABLES BETWEEN SENSOR AND TRANSMITTER.
2. PROVIDE MANUFACTURER SUPPLIED CABLE BETWEEN FLOW TUBE AND REMOTE TRANSMITTER. CABLE TO BE SUFFICIENTLY SIZED FOR INSTALLATION OF TRANSMITTER ON ROOF WITHOUT SPRINGS.
3. FLOW METER CABLE CONNECTIONS AT FLOW TUBE SHALL BE SEALED/POTTED RATED FOR SUBMERSIBLE SERVICE.
4. USE MOUNTING STAND SHOWN ON THIS SHEET FOR INSTALLATION OF REMOTE TRANSMITTER.

**3 MAGNETIC FLOW METER INSTALLATION**  
NOT TO SCALE



**2 WALL MOUNTING SUPPORT FOR PANEL**  
NOT TO SCALE



**4 FLOOR MOUNTING SUPPORT FOR PANEL**  
NOT TO SCALE

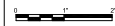


|                                  |            |                  |
|----------------------------------|------------|------------------|
| PROJECT MANAGER: S. E. MARRICOUR |            |                  |
| DESIGNED BY: S. HORRAS           |            |                  |
| DRAWN BY: V. VANKAR              |            |                  |
| CHECKED BY: P. DAVILA            |            |                  |
| PROJECT DATE: AUGUST 2023        |            |                  |
| PROJECT NUMBER: 10307515         |            |                  |
| ISSUE                            | DATE       | DESCRIPTION      |
| A                                | 08/10/2023 | (ISSUED FOR BID) |



**MIDLAND** CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

STANDARD DETAILS  
INSTRUMENTATION  
INSTALLATION DETAILS



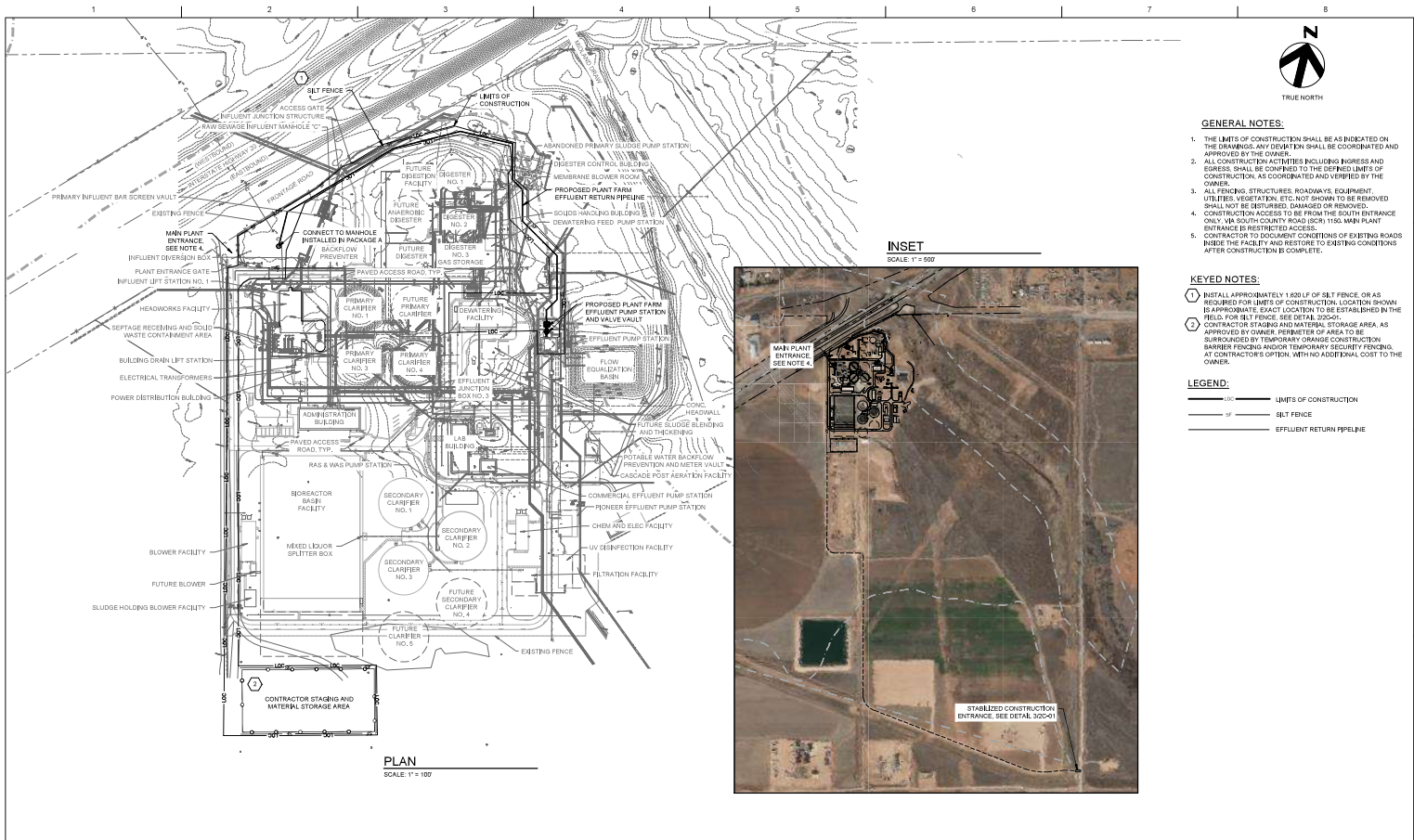
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SCALE: NONE

SHEET  
**2Y-01**









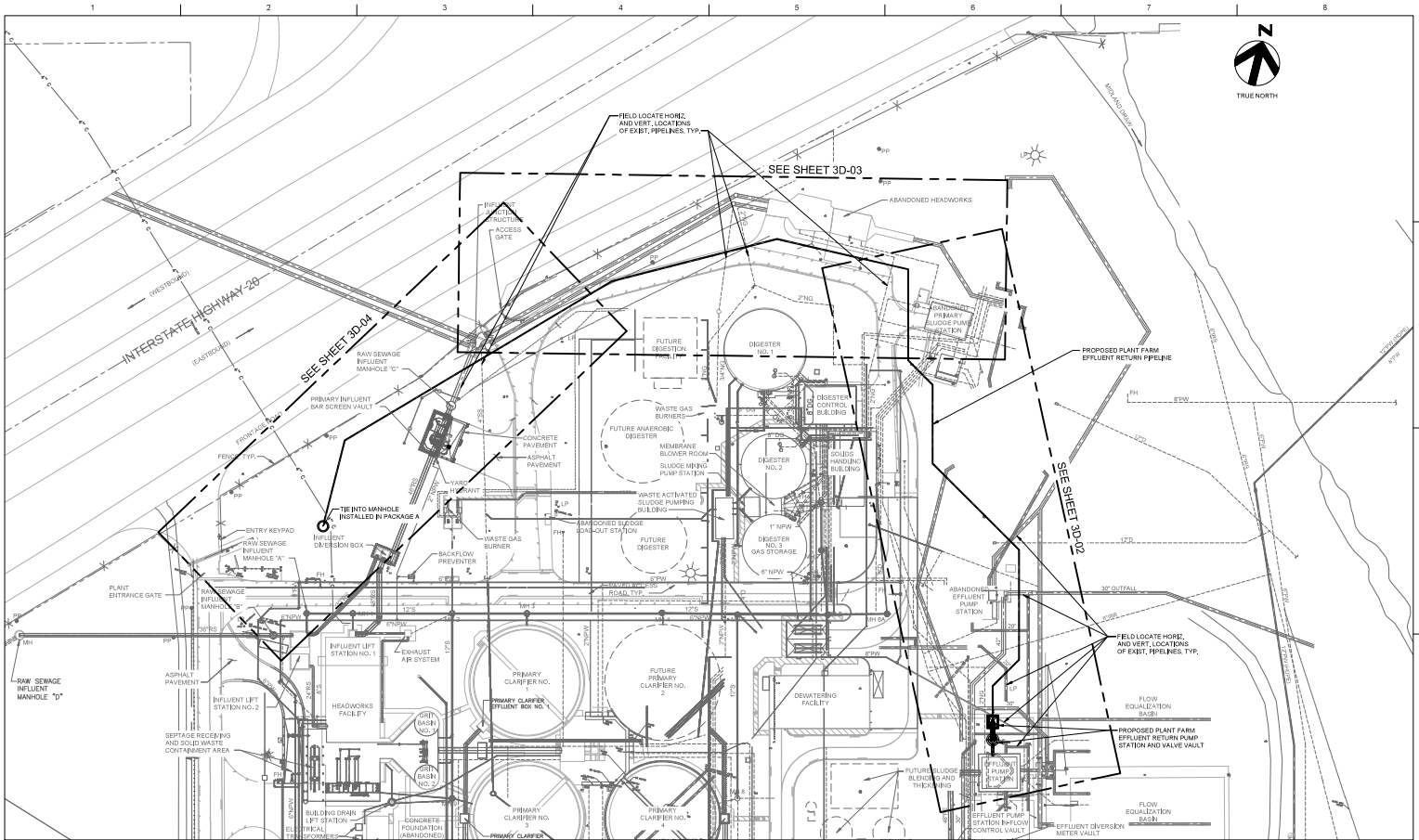
| ISSUE | DATE       | DESCRIPTION        |
|-------|------------|--------------------|
| A     | 08/10/2023 | ISSUED FOR BIDDING |

|                 |                |
|-----------------|----------------|
| PROJECT MANAGER | S. E. MABROUK  |
| DESIGNED BY     | S. E. MABROUK  |
| DRAWN BY        | J. A. CANTU    |
| CHECKED BY      | ALLAN BERGROST |
| PROJECT DATE    | AUGUST 2023    |
| PROJECT NUMBER  | 10301918       |



**CITY OF MIDLAND, TEXAS**  
**MIDLAND WATER AND WASTEWATER UTILITIES DEPARTMENT**  
**WATER RECLAMATION FACILITY**  
**CONSTRUCTION PACKAGE B**  
**PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN**

|                                                                           |                 |           |              |
|---------------------------------------------------------------------------|-----------------|-----------|--------------|
| <b>SITework CIVIL</b>                                                     | <b>FILENAME</b> | 3C-02.dwg | <b>SHEET</b> |
| <b>PLANT FARM EFFLUENT RETURN SITE EROSION/SEDIMENTATION CONTROL PLAN</b> | <b>SCALE</b>    | AS NOTED  | <b>3C-02</b> |



TEXAS P.E. #1818  
Registration No. 7-254

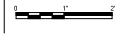
| ISSUE | DATE       | DESCRIPTION        |
|-------|------------|--------------------|
| A     | 08/10/2023 | ISSUED FOR BIDDING |

|                 |                |
|-----------------|----------------|
| PROJECT MANAGER | S. E. MAMROOK  |
| DESIGNED BY     | S. E. MAMROOK  |
| DRAWN BY        | J. A. CANTU    |
| CHECKED BY      | ALLAN BERGROST |
| PROJECT DATE    | AUGUST 2023    |
| PROJECT NUMBER  | 10301918       |



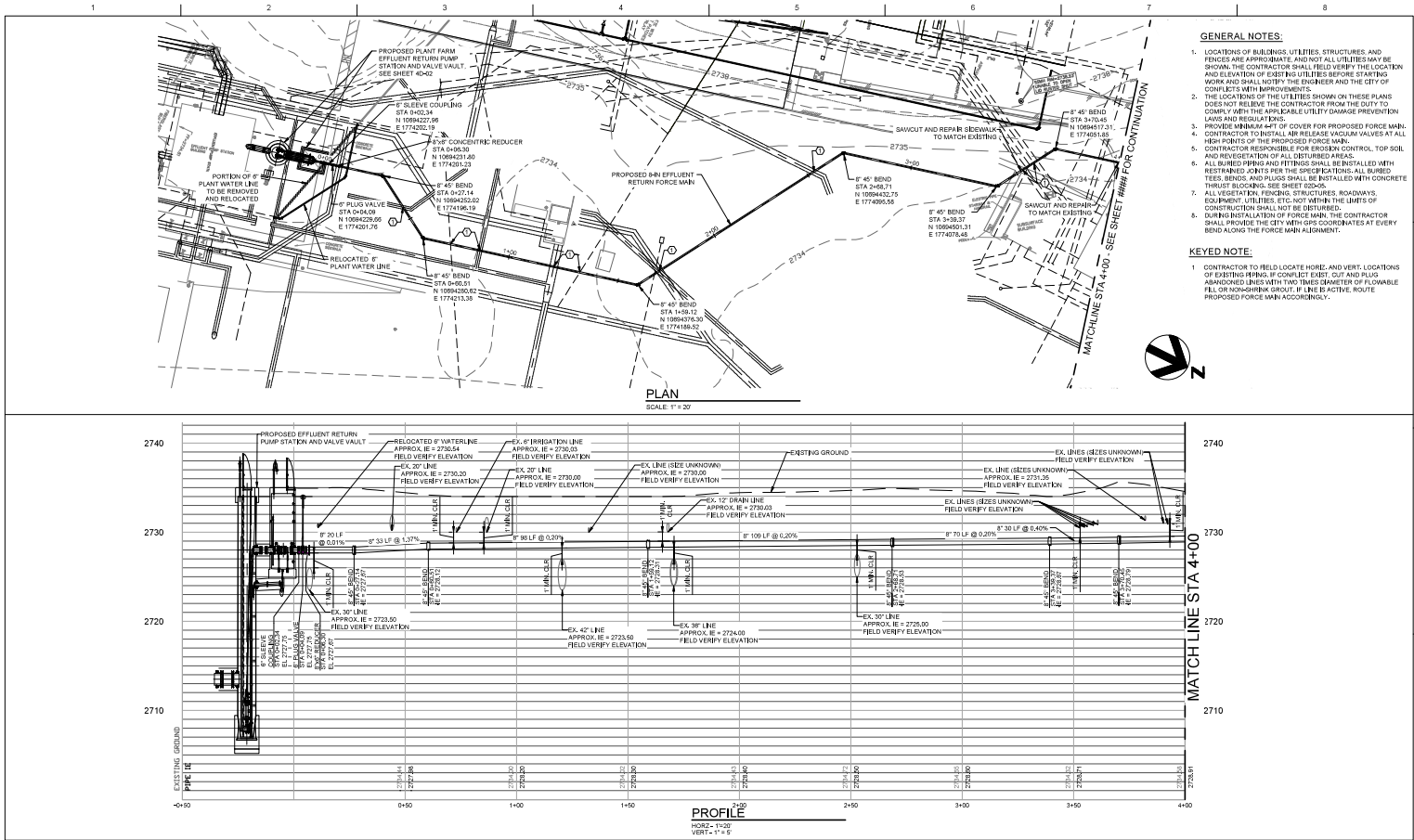
**CITY OF MIDLAND, TEXAS**  
**WATER AND WASTEWATER UTILITIES DEPARTMENT**  
**WATER RECLAMATION FACILITY**  
**CONSTRUCTION PACKAGE B**  
**PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN**

**SITWORK PROCESS**  
**PLANT FARM EFFLUENT RETURN**  
**SITE PIPING PLAN**



FILENAME: 3D-01.dwg  
SCALE: 1" = 40'

SHEET  
**3D-01**



|                                |            |                |
|--------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. MABROUK |            |                |
| DESIGNED BY: S. E. MABROUK     |            |                |
| DRAWN BY: J. C. CANTU          |            |                |
| CHECKED BY: ALLAMNABROUK       |            |                |
| PROJECT DATE: AUGUST 2023      |            |                |
| PROJECT NUMBER: 1001515        |            |                |
| A                              | 08/10/2023 | ISSUED FOR BID |
| BSUE                           | DATE       | DESCRIPTION    |



**CITY OF MIDLAND, TEXAS**  
**MIDLAND WATER AND WASTEWATER UTILITIES DEPARTMENT**  
**WATER RECLAMATION FACILITY**  
**CONSTRUCTION PACKAGE B**  
**PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN**

**SITework PROCESS**  
**PLANT FARM EFFLUENT RETURN FORCE MAIN PLAN & PROFILE-1**  
**STA 0+00 TO STA 4+00**

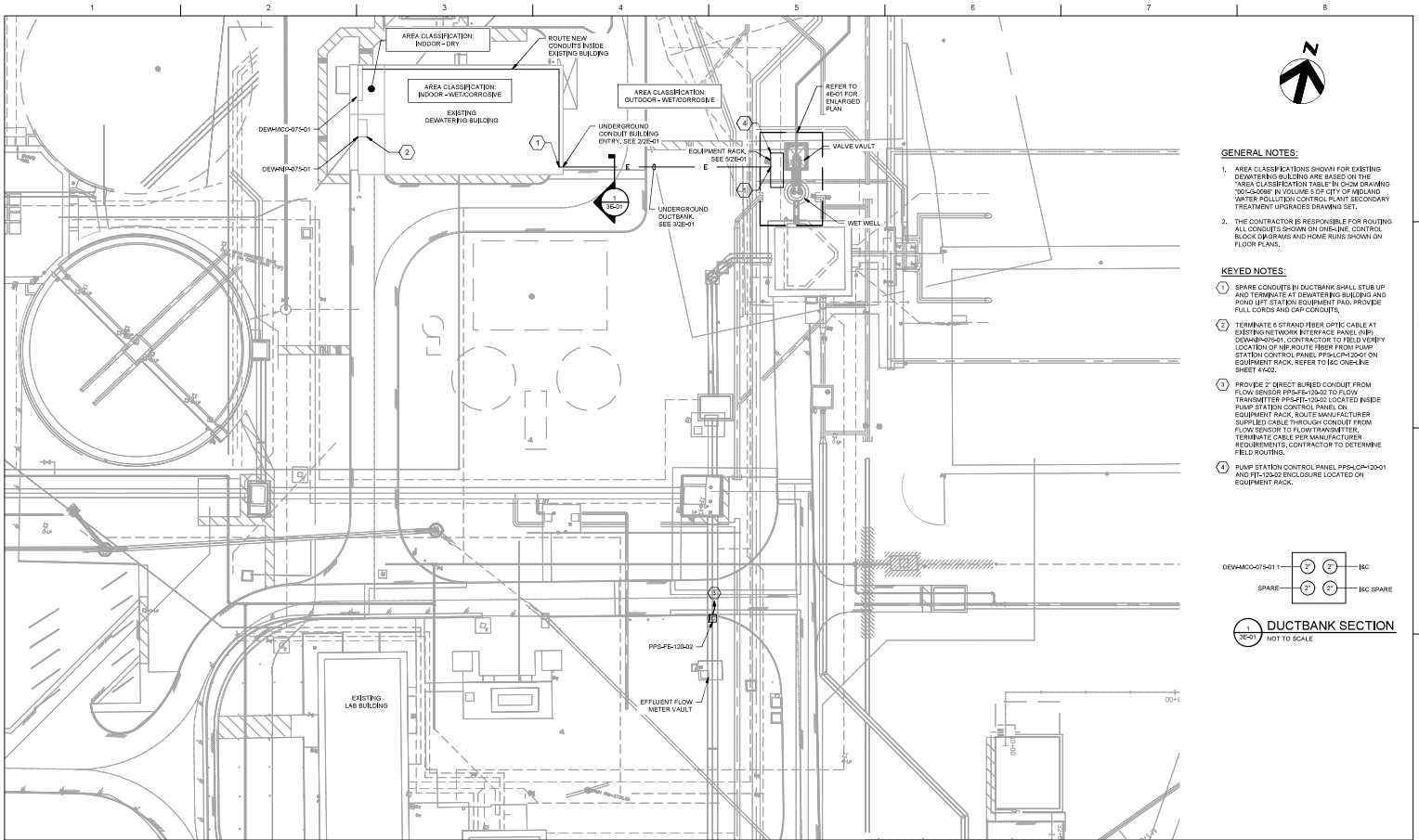
SCALE: 1" = 20'

3D-02









|                                 |            |                |
|---------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. WISBROEK |            |                |
| DESIGNED BY: O. JONQUETUD       |            |                |
| DRAWN BY: O. JONQUETUD          |            |                |
| CHECKED BY: P. K. DAHLA         |            |                |
| PROJECT DATE: AUGUST 2023       |            |                |
| PROJECT NUMBER: 1007019         |            |                |
| A                               | 08/10/2023 | ISSUED FOR BID |
| ISSUE                           | DATE       | DESCRIPTION    |



**MIDLAND** CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER  
UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

**SITework  
ELECTRICAL  
PLANT FARM EFFLUENT RETURN  
SITE ELECTRICAL PLAN**

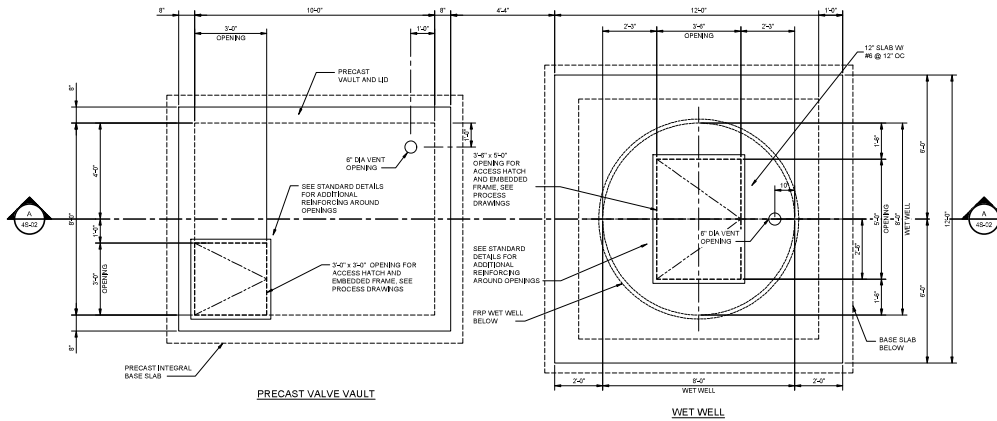


FILE NAME: 3E-01.dwg  
SCALE: 1" = 20'

SHEET  
**3E-01**



1 2 3 4 5 6 7 8



**GENERAL NOTES:**

1. REFER TO STANDARD STRUCTURAL NOTES AND DETAILS.
2. REFERENCE CBL AND PROCESS DRAWINGS FOR ADDITIONAL INFORMATION.
3. REFERENCE PROCESS DRAWINGS FOR PIPE PENETRATION LOCATIONS.

1  
15-01  
PLANT FARM EFFLUENT RETURN  
PUMP STATION COVER PLAN  
SCALE: 1/2" = 1'-0"



|                                 |            |                |
|---------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. WILBROOK |            |                |
| DESIGNED BY: B. K. TAYLOR       |            |                |
| DRAWN BY: H. D. GARZA           |            |                |
| CHECKED BY: L. MINOZZA          |            |                |
| PROJECT DATE: AUGUST 2023       |            |                |
| PROJECT NUMBER: 10307519        |            |                |
| A                               | 08/10/2023 | ISSUED FOR BID |
| ISSUE                           | DATE       | DESCRIPTION    |



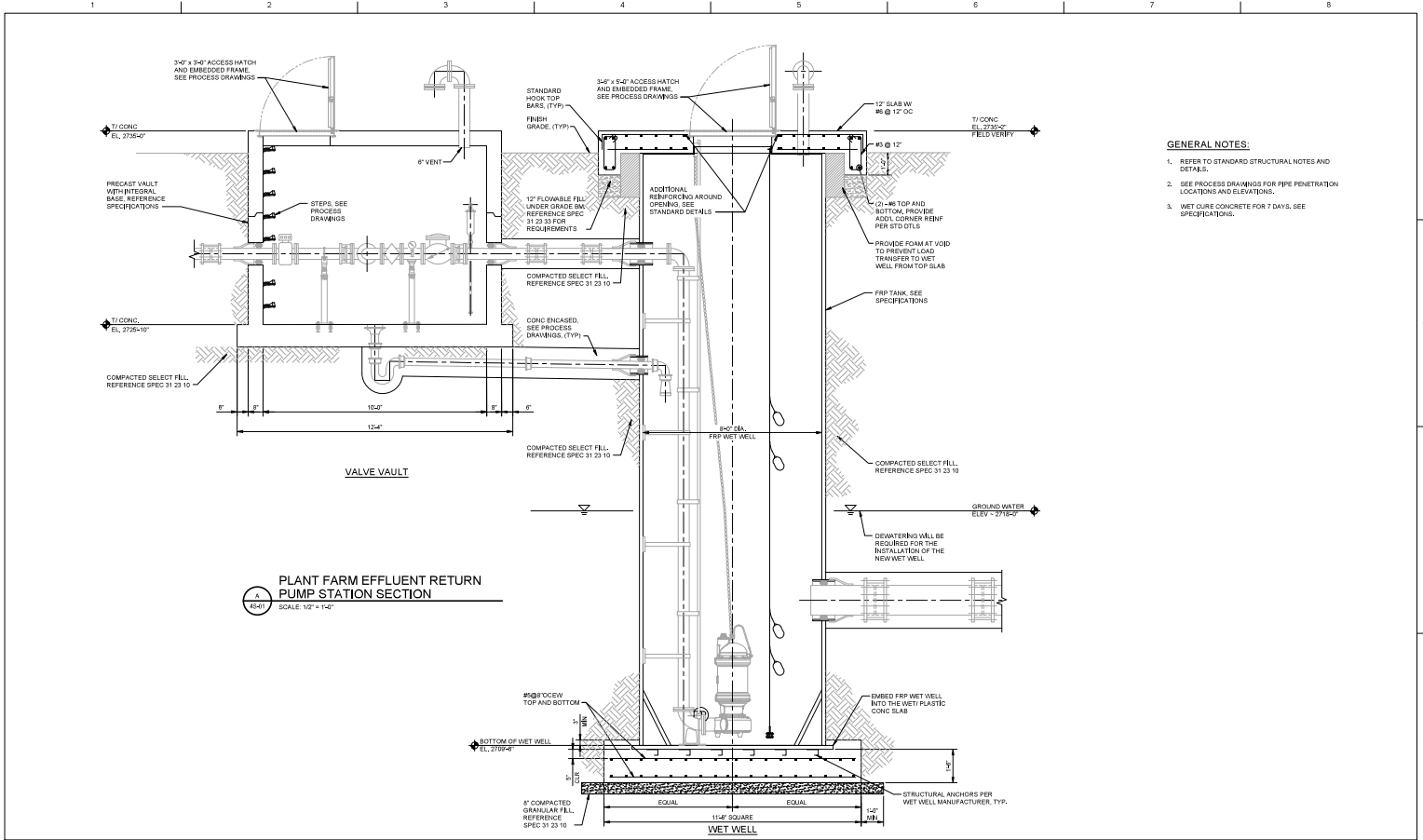
CITY OF MIDLAND, TEXAS  
**MIDLAND** WATER AND WASTEWATER  
UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

STRUCTURAL  
PLANT FARM EFFLUENT RETURN  
PUMP STATION PLAN



FILENAME: 45-01.dwg  
SCALE: 3/8" = 1'-0"

SHEET  
**45-01**



- GENERAL NOTES:**
1. REFER TO STANDARD STRUCTURAL NOTES AND DETAILS.
  2. SEE PROCESS DRAWINGS FOR PIPE PENETRATION LOCATIONS AND ELEVATIONS.
  3. WET CURE CONCRETE FOR 7 DAYS. SEE SPECIFICATIONS.



TEXAS P.E. #1818  
Registration No. 74754

|                                 |            |                |
|---------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. WILBROOK |            |                |
| DESIGNED BY: B. K. TAYLOR       |            |                |
| DRAWN BY: H. D. GARON           |            |                |
| CHECKED BY: L. MINOZZA          |            |                |
| PROJECT DATE: AUGUST 2023       |            |                |
| PROJECT NUMBER: 10070119        |            |                |
| A                               | 08/10/2023 | ISSUED FOR BID |
| ISSUE                           | DATE       | DESCRIPTION    |



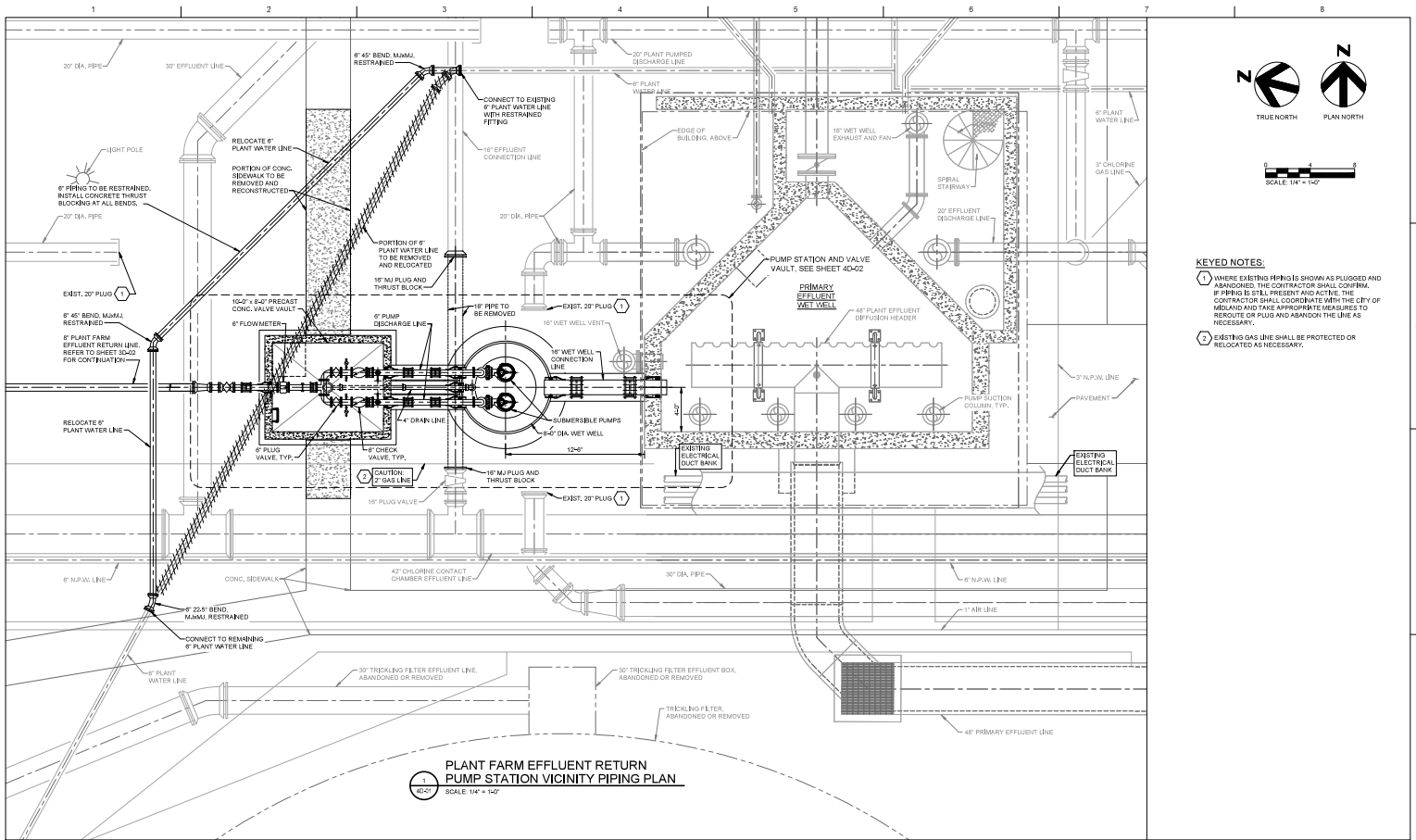
**MIDLAND** CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

STRUCTURAL  
PUMP FARM EFFLUENT RETURN  
PUMP STATION SECTION



FILENAME: 45-02.dwg  
SCALE: 1/2" = 1'-0"

SHEET  
45-02



- KEYED NOTES:**
- WHERE EXISTING PIPING IS SHOWN AS PLUGGED AND ABANDONED, THE CONTRACTOR SHALL CONFIRM IF PIPING IS STILL PRESENT AND ACTIVE. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF MIDLAND AND TAKE APPROPRIATE MEASURES TO REROUTE OR PLUG AND ABANDON THE LINE AS NECESSARY.
  - EXISTING GAS LINE SHALL BE PROTECTED OR RELOCATED AS NECESSARY.

**PLANT FARM EFFLUENT RETURN  
PUMP STATION VICINITY PIPING PLAN**  
SCALE: 1/4" = 1'-0"



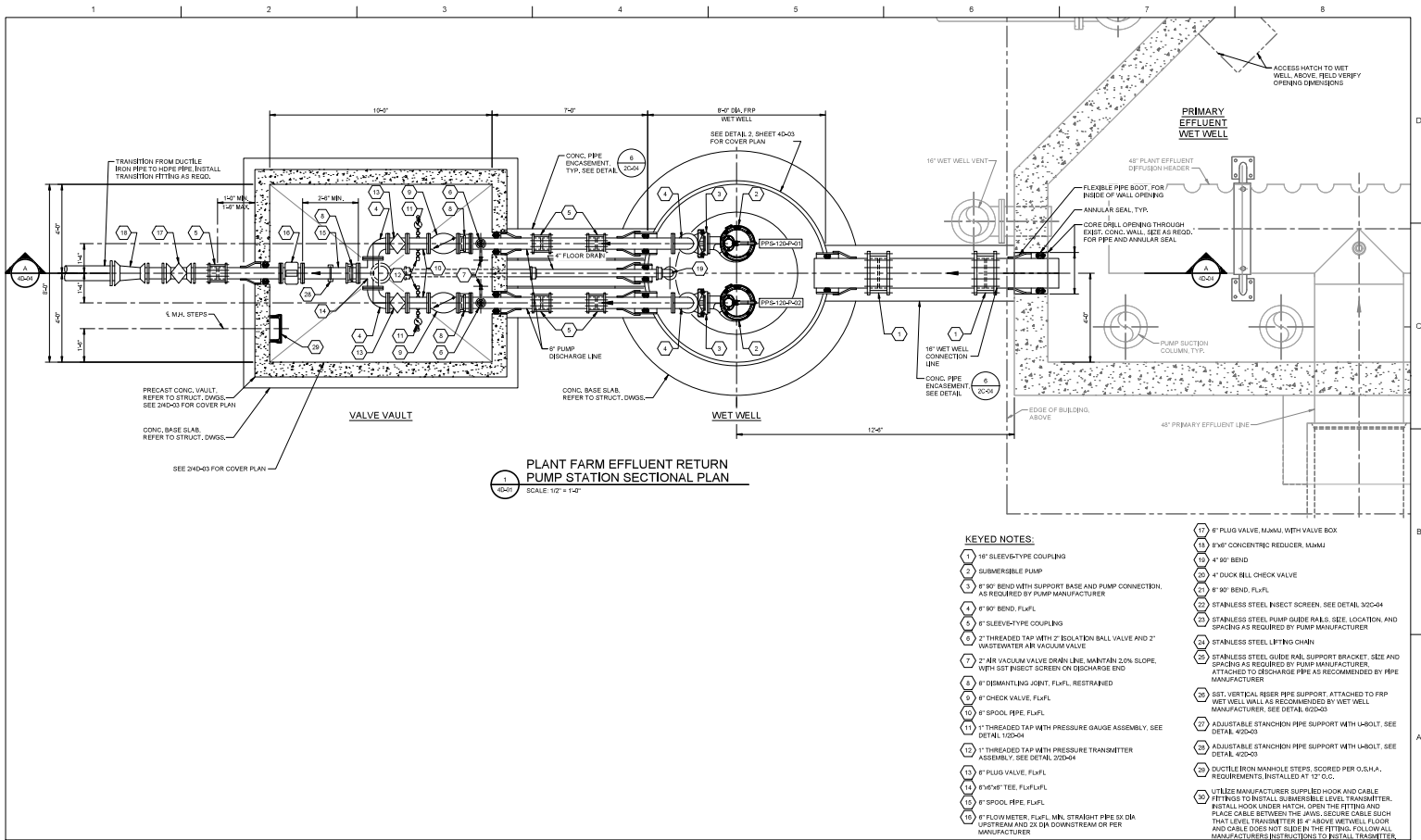
TEXAS P.E. #1118  
Registration No. 7424

|                                |            |                |
|--------------------------------|------------|----------------|
| PROJECT MANAGER: S.E. MARRIOTT |            |                |
| DESIGNED BY: S.E. MARRIOTT     |            |                |
| DRAWN BY: M.E. VALIER          |            |                |
| CHECKED BY: ALLAN REINROSET    |            |                |
| PROJECT DATE: AUGUST 2023      |            |                |
| PROJECT NUMBER: 10301919       |            |                |
| A                              | 08/10/2023 | ISSUED FOR BID |
| ISSUE                          | DATE       | DESCRIPTION    |



**CITY OF MIDLAND, TEXAS**  
**MIDLAND WATER AND WASTEWATER**  
UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

|                                                                                     |       |       |
|-------------------------------------------------------------------------------------|-------|-------|
| <b>PLANT FARM EFFLUENT RETURN PUMP STATION<br/>PROCESS<br/>VICINITY PIPING PLAN</b> |       |       |
| FILENAME: 4D-01.dwg                                                                 | SHEET | 4D-01 |
| SCALE: 1/4" = 1'-0"                                                                 |       |       |



PLANT FARM EFFLUENT RETURN  
PUMP STATION SECTIONAL PLAN  
SCALE 1/2" = 1'-0"

KEYED NOTES:

1. 12" SUBMERSIBLE PUMP
2. 8" 90° BEND WITH SUPPORT BASE AND PUMP CONNECTION, AS REQUIRED BY PUMP MANUFACTURER
3. 8" 90° BEND, FLVL
4. 8" 90° BEND, FLVL
5. 1" SLEEVE-TYPE COUPLING
6. 2" THREADED TAP WITH 2" ISOLATION BALL VALVE AND 2" WASTEWATER AIR VACUUM VALVE
7. 2" AIR VACUUM VALVE DRAIN LINE, MAINTAIN 2.0% SLOPE, WITH SST INSECT SCREEN ON DISCHARGE END
8. 8" DEMANTLING JOINT, FLVL, RESTRAINED
9. 8" CHECK VALVE, FLVL
10. 8" SPOOL PIPE, FLVL
11. 1" THREADED TAP WITH PRESSURE GAUGE ASSEMBLY, SEE DETAIL 100-04
12. 1" THREADED TAP WITH PRESSURE TRANSMITTER ASSEMBLY, SEE DETAIL 200-04
13. 8" PLUG VALVE, FLVL
14. 8" 90° TEE, FLVL
15. 8" SPOOL PIPE, FLVL
16. 8" FLOWMETER, FLVL, MIN. STRAIGHT PIPE 5X DIA. UPSTREAM AND 2X DIA. DOWNSTREAM OR PER MANUFACTURER
17. 6" PLUG VALVE, MAMU, WITH VALVE BOX
18. 6" 90° CONCENTRIC REDUCER, MAMU
19. 4" 90° BEND
20. 4" DUCK BILL CHECK VALVE
21. 8" 90° BEND, FLVL
22. STAINLESS STEEL INSECT SCREEN, SEE DETAIL 300-04
23. STAINLESS STEEL PUMP GUIDE RAILS, SEE LOCATION AND SPACING AS REQUIRED BY PUMP MANUFACTURER
24. STAINLESS STEEL LIFTING CHAIN
25. STAINLESS STEEL GUIDE RAIL, SUPPORT BRACKET, SIZE AND SPACING AS REQUIRED BY PUMP MANUFACTURER, ATTACHED TO DISCHARGE PIPE AS RECOMMENDED BY PUMP MANUFACTURER
26. SST. VERTICAL RISER PIPE SUPPORT ATTACHED TO FRP WET WELL WALL AS RECOMMENDED BY WET WELL MANUFACTURER, SEE DETAIL 800-03
27. ADJUSTABLE STANCHION PIPE SUPPORT WITH U-BOLT, SEE DETAIL 400-03
28. ADJUSTABLE STANCHION PIPE SUPPORT WITH U-BOLT, SEE DETAIL 400-03
29. DUCTILE IRON MANHOLE STEPS, SCORED PER O.S.H.A. REQUIREMENTS, INSTALLED AT 12" O.C.
30. UTILIZE MANUFACTURER SUPPLIED HOOK AND CABLE FITTINGS TO INSTALL SUBMERSIBLE LEVEL TRANSMITTER. INSTALL HOOK UNDER HATCH, OPEN THE FITTING AND PLACE CABLE BETWEEN THE JAWS. SECURE CABLE SUCH THAT LEVEL TRANSMITTER IS 4" ABOVE WETWELL FLOOR AND CABLE DOES NOT SLIDE IN THE FITTING. FOLLOW ALL MANUFACTURER'S INSTRUCTIONS TO INSTALL TRANSMITTER.

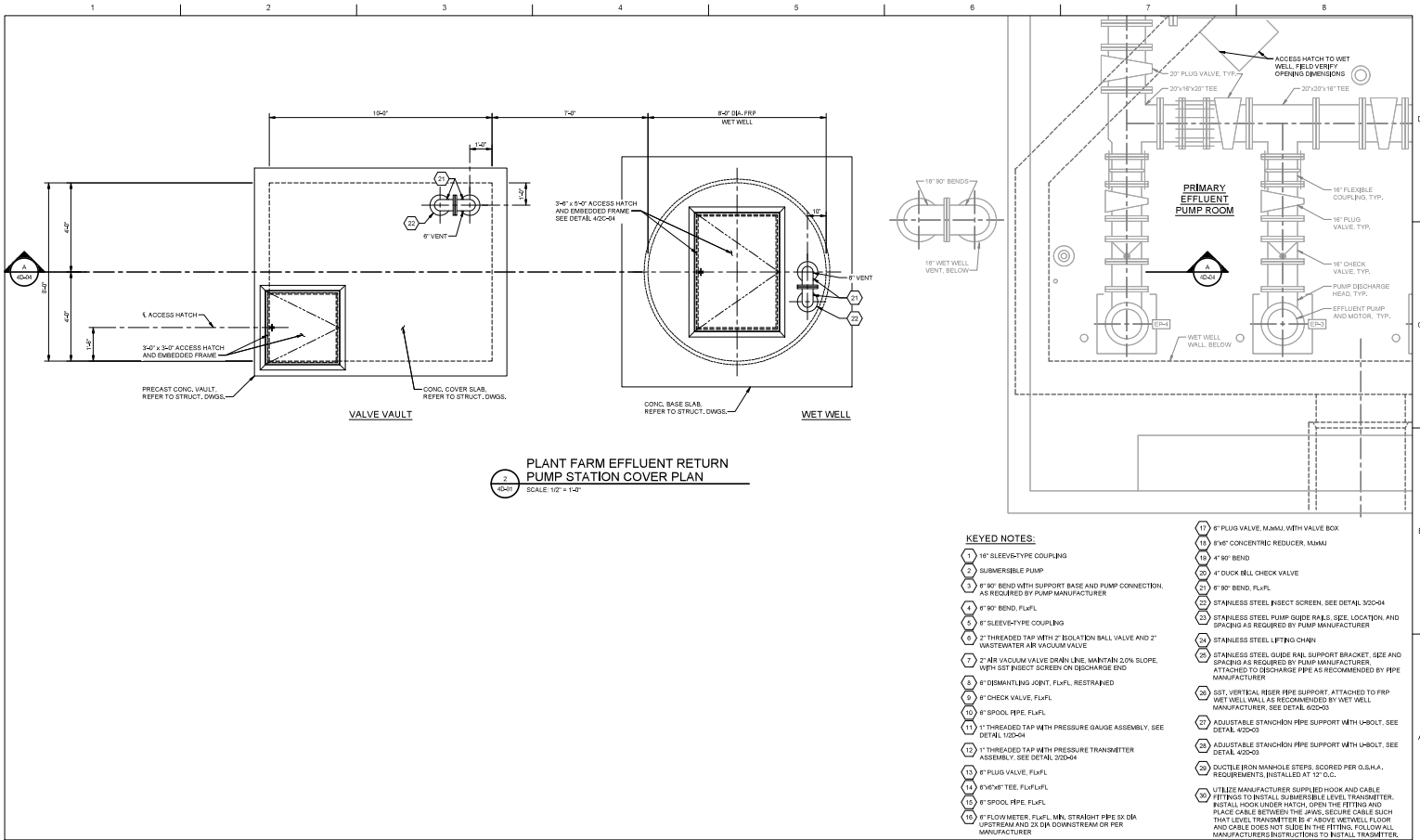


|                                |            |                |
|--------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. MABROUK |            |                |
| DESIGNED BY: S. E. MABROUK     |            |                |
| DRAWN BY: M. E. WALKER         |            |                |
| CHECKED BY: ALLAN VERNER ROSET |            |                |
| PROJECT DATE: AUGUST 2023      |            |                |
| PROJECT NUMBER: 10301919       |            |                |
| ISSUE                          | DATE       | DESCRIPTION    |
| A                              | 08/10/2023 | ISSUED FOR BID |



CITY OF MIDLAND, TEXAS  
MIDLAND WATER AND WASTEWATER UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN

PLANT FARM EFFLUENT RETURN PUMP STATION  
PROCESS  
PIPING PLAN - 1  
FILENAME: 4D-02.dwg  
SHEET: 4D-02  
SCALE: 1/2" = 1'-0"



PLANT FARM EFFLUENT RETURN  
PUMP STATION COVER PLAN  
SCALE 1/2" = 1'-0"

KEYED NOTES:

- 1 18" SLEEVE-TYPE COUPLING
- 2 SUBMERSIBLE PUMP
- 3 8" 90° BEND WITH SUPPORT BASE AND PUMP CONNECTION, AS REQUIRED BY PUMP MANUFACTURER
- 4 8" 90° BEND, FLxFL
- 5 1" SLEEVE-TYPE COUPLING
- 6 2" THREADED TAP WITH 2" ISOLATION BALL VALVE AND 2" WASTEWATER AIR VACUUM VALVE
- 7 2" AIR VACUUM VALVE DRAIN LINE, MAINTAIN 2.0% SLOPE, WITH SST INSET SCREEN ON DISCHARGE END
- 8 8" DEMOUNTING JOINT, FLxFL, RESTRAINED
- 9 8" CHECK VALVE, FLxFL
- 10 8" SPOOL PIPE, FLxFL
- 11 1" THREADED TAP WITH PRESSURE GAUGE ASSEMBLY, SEE DETAIL 100-04
- 12 1" THREADED TAP WITH PRESSURE TRANSMITTER ASSEMBLY, SEE DETAIL 100-04
- 13 8" PLUS VALVE, FLxFL
- 14 8"x6" TEE, FLxFLxFL
- 15 8" SPOOL PIPE, FLxFL
- 16 8" FLOWMETER, FLxFL MIN. STRAIGHT PIPE 6X DIA. UPSTREAM AND 2X DIA. DOWNSTREAM OR PER MANUFACTURER
- 17 6" PLUS VALVE, MAMU, WITH VALVE BOX
- 18 6"x4" CONCENTRIC REDUCER, MAMU
- 19 4" 90° BEND
- 20 4" DUCK BILL CHECK VALVE
- 21 6" 90° BEND, FLxFL
- 22 STAINLESS STEEL INSET SCREEN, SEE DETAIL 300-04
- 23 STAINLESS STEEL PUMP GUIDE RAILS, SEE LOCATION AND SPACING AS REQUIRED BY PUMP MANUFACTURER
- 24 STAINLESS STEEL LIFTING CHAIN
- 25 STAINLESS STEEL GUIDE RAIL SUPPORT BRACKET, SEE AND SPACING AS REQUIRED BY PUMP MANUFACTURER, ATTACHED TO DISCHARGE PIPE AS RECOMMENDED BY PUMP MANUFACTURER, SEE DETAIL 800-03
- 26 SST. VERTICAL RISER PIPE SUPPORT, ATTACHED TO FRP WET WELL WALL AS RECOMMENDED BY WET WELL MANUFACTURER, SEE DETAIL 800-03
- 27 ADJUSTABLE STANCHION PIPE SUPPORT WITH U-BOLT, SEE DETAIL 420-03
- 28 ADJUSTABLE STANCHION PIPE SUPPORT WITH U-BOLT, SEE DETAIL 420-03
- 29 DUCTILE IRON MANHOLE STEPS, SCORED PER O.S.H.A. REQUIREMENTS, INSTALLED AT 12" O.C.
- 30 UTILIZE MANUFACTURER SUPPLIED HOOK AND CABLE FITTINGS TO INSTALL SUBMERSIBLE LEVEL TRANSMITTER. INSTALL HOOK UNDER HATCH, OPEN THE FITTING AND PLACE CABLE BETWEEN THE JAWS. SECURE CABLE SUCH THAT LEVEL TRANSMITTER IS 4" ABOVE WETWELL FLOOR AND CABLE DOES NOT SLIDE IN THE FITTING. FOLLOW ALL MANUFACTURER'S INSTRUCTIONS TO INSTALL TRANSMITTER.



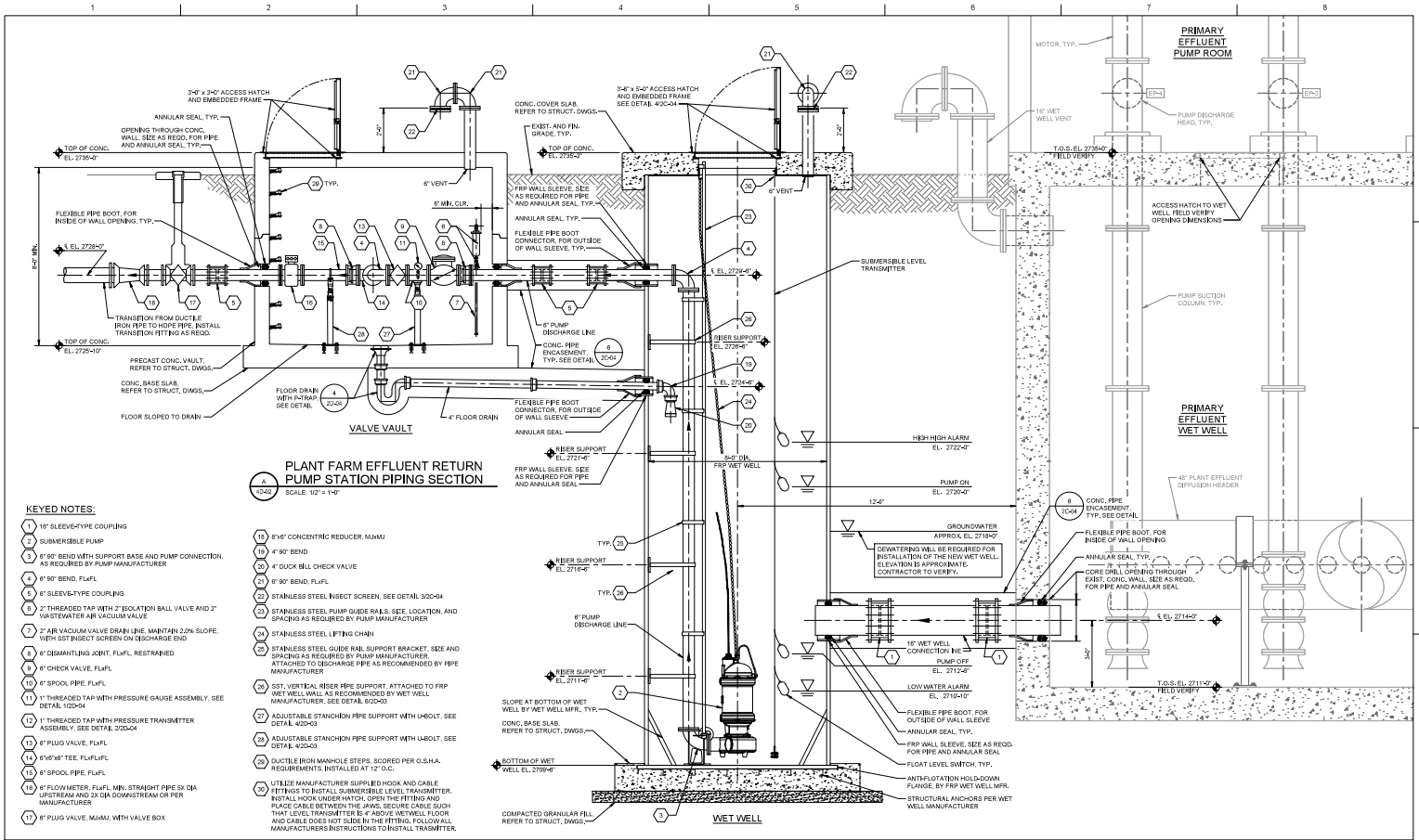
TEXAS P.E. #1818  
Registration No. F-254

|                                |            |                |
|--------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. MABROUK |            |                |
| DESIGNED BY: S. E. MABROUK     |            |                |
| DRAWN BY: M. E. VALIER         |            |                |
| CHECKED BY: ALLAN BRENNER      |            |                |
| PROJECT DATE: AUGUST 2023      |            |                |
| PROJECT NUMBER: 10301919       |            |                |
| ISSUE                          | DATE       | DESCRIPTION    |
| A                              | 08/10/2023 | ISSUED FOR BID |



CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER  
UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

PLANT FARM EFFLUENT RETURN PUMP STATION  
PROCESS  
PIPING PLAN - 2  
FILE NAME: 4D-03.dwg  
SHEET  
4D-03  
SCALE: 1/2" = 1'-0"



**KEYED NOTES:**

- 1 1\"/>



| ISSUE | DATE       | DESCRIPTION        |
|-------|------------|--------------------|
| A     | 08/10/2023 | ISSUED FOR BIDDING |

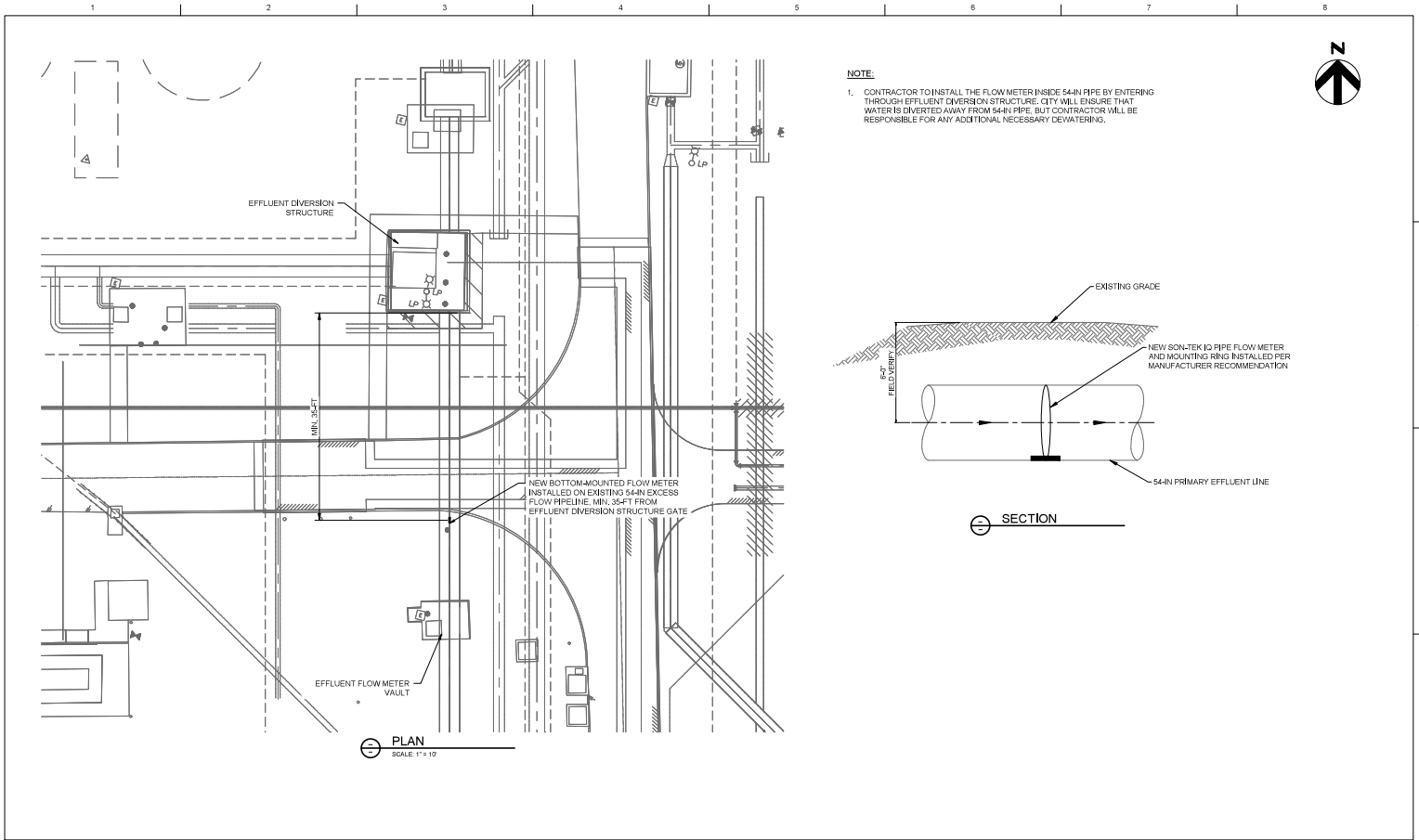
|                 |                |
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| PROJECT MANAGER | S. E. MARRIOTT |
| DESIGNED BY     | S. E. MARRIOTT |
| DRAWN BY        | M. E. VALIER   |
| CHECKED BY      | ALLAN R. ROSE  |
| PROJECT DATE    | AUGUST 2023    |
| PROJECT NUMBER  | 10301919       |



**CITY OF MIDLAND, TEXAS**  
**MIDLAND WATER AND WASTEWATER**  
 UTILITIES DEPARTMENT  
**WATER RECLAMATION FACILITY**  
**CONSTRUCTION PACKAGE B**  
**PLANT FARM EFFLUENT RETURN PUMP STATION**  
**AND FORCE MAIN**

**PLANT FARM EFFLUENT RETURN PUMP STATION PROCESS PIPING SECTION**

FILENAME: 4D-04.dwg  
 SCALE: 1/2" = 1'-0"  
 SHEET: 4D-04



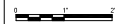
| ISSUE | DATE       | DESCRIPTION    |
|-------|------------|----------------|
| A     | 08/10/2023 | ISSUED FOR BID |

|                 |                 |
|-----------------|-----------------|
| PROJECT MANAGER | S. E. MABROUK   |
| DESIGNED BY     | S. E. MABROUK   |
| DRAWN BY        | M. E. VALUER    |
| CHECKED BY      | ALLAN ENREROSET |
| PROJECT DATE    | AUGUST 2023     |
| PROJECT NUMBER  | 10301919        |



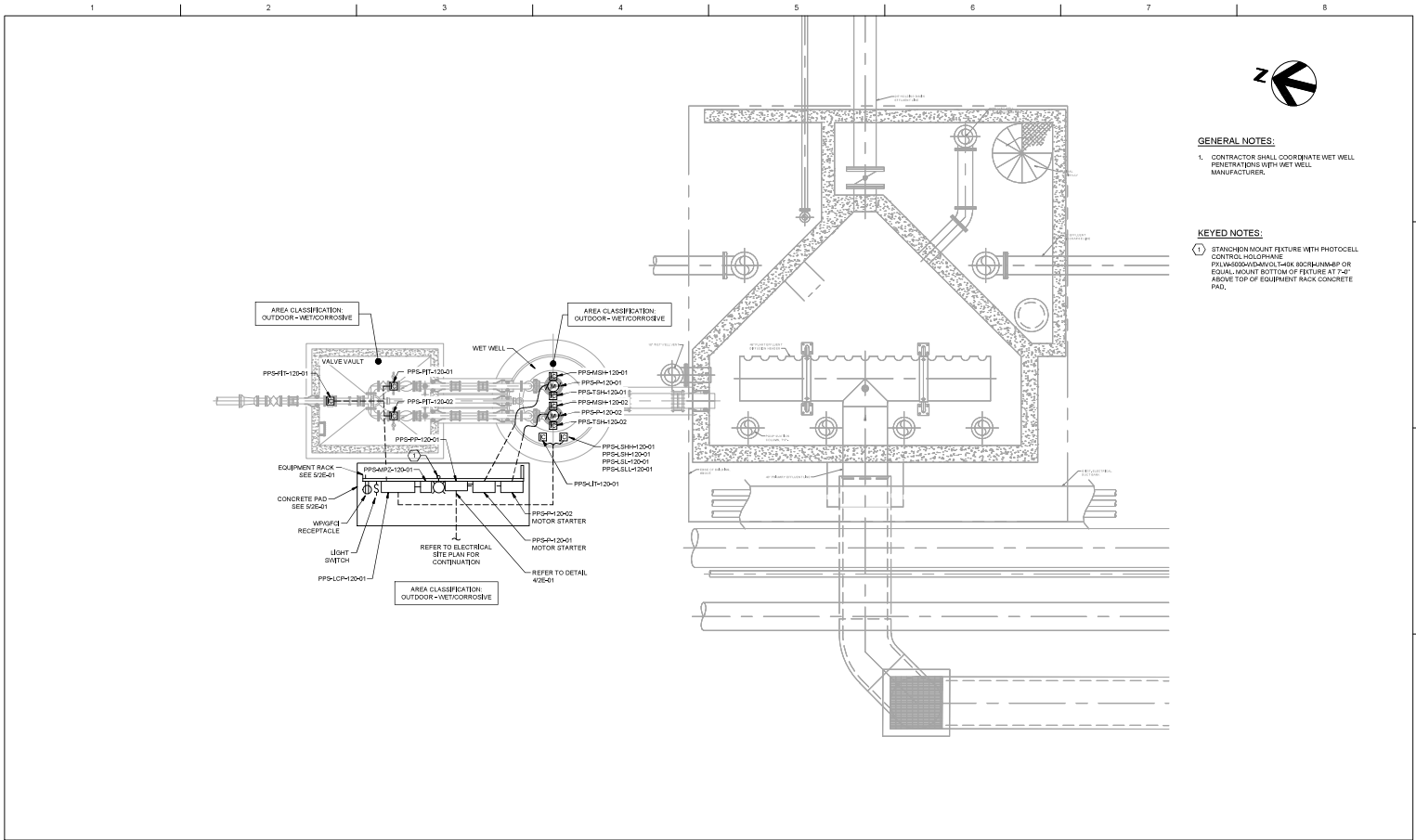
**MIDLAND** CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER  
UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION  
AND FORCE MAIN

PLANT FARM EFFLUENT RETURN PUMP STATION  
PROCESS  
PRIMARY EFFLUENT METER VAULT  
PIPING PLAN AND SECTION



FILENAME: 4D-05.dwg  
SCALE: 3/8" = 1'-0"

SHEET  
**4D-05**



**GENERAL NOTES:**

- CONTRACTOR SHALL COORDINATE WET WELL PENETRATIONS WITH WET WELL MANUFACTURER.

**KEYED NOTES:**

- STANCHION MOUNT FEATURE WITH PHOTOCELL CONTROL HOLOPHANE PULSED/STROBE/FLASH BACKLIGHTING OR EQUAL MOUNT BOTTOM OF FEATURE AT 7'-2" ABOVE TOP OF EQUIPMENT RACK CONCRETE PAD.



|                                 |            |                |
|---------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. WILBROOK |            |                |
| DESIGNED BY: O. JONGUTUD        |            |                |
| DRAWN BY: O. JONGUTUD           |            |                |
| CHECKED BY: --                  |            |                |
| PROJECT DATE: AUGUST 2023       |            |                |
| PROJECT NUMBER: 1007119         |            |                |
| A                               | 08/10/2023 | ISSUED FOR BID |
| ISSUE                           | DATE       | DESCRIPTION    |

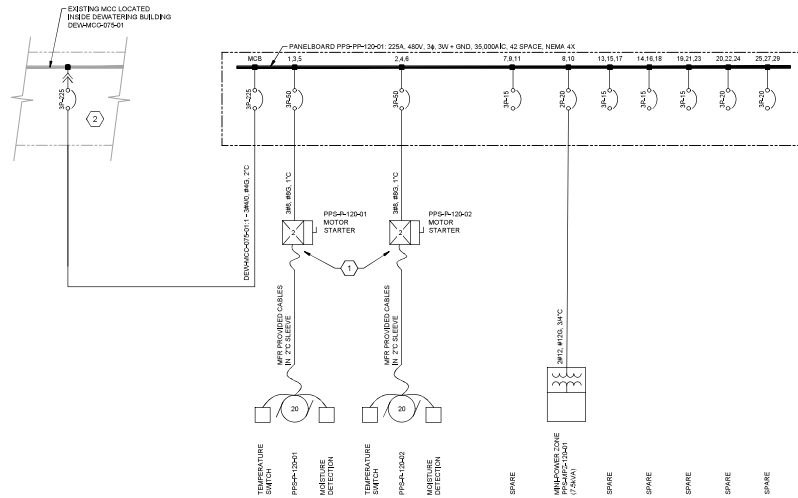


**MIDLAND** CITY OF MIDLAND, TEXAS  
 WATER AND WASTEWATER UTILITIES DEPARTMENT  
 WATER RECLAMATION FACILITY  
 CONSTRUCTION PACKAGE B  
 PLANT FARM EFFLUENT RETURN PUMP STATION  
 AND FORCE MAIN

**PLANT FARM EFFLUENT RETURN PUMP STATION ELECTRICAL ELECTRICAL PLAN**

FILENAME: 4E-01.dwg  
 SCALE: 1/8" = 1'-0"  
 SHEET: 4E-01





- KEYED NOTES:**
1. PROVIDE 18" GAP BETWEEN SLEEVE AND MOTOR STARTER ENCLOSURE, FREE AIR CABLES. PROVIDE NEMA 4X CABLE CLAMP AND STRAIN RELIEF GRP.
  2. PROVIDE CIRCUIT BREAKER WITHIN THE EXISTING MCC FOR NEW ELECTRICAL BUILDING. MATCH EXISTING MAKE, MODEL AND AIC RATING OF EXISTING CIRCUIT BREAKERS.

**1. PANELBOARD PPS-PP-120-01 ONE-LINE DIAGRAM**  
SCALE: NONE

| MINI POWER ZONE 'PPS-MPZ-120-01' |      |     |                    |      |      |                           |      |     |                                |    |       |                                   |      |    |
|----------------------------------|------|-----|--------------------|------|------|---------------------------|------|-----|--------------------------------|----|-------|-----------------------------------|------|----|
| LOCATION: PPS EQUIPMENT RACK     |      |     | VOLTAGE: 480/208 V |      |      | PHASE: 1 2 3              |      |     | BUSING: 100 A                  |    |       | ACCESSORIES: GROUND BUS, 12 SPACE |      |    |
| MOUNTING: SURFACE                |      |     | ENCLOSURE: NEMA 4X |      |      | STYLE: 1 2 3              |      |     | BKR MTG: 4075 DEGREE TERMINALS |    |       | BKR CODE: 2011                    |      |    |
| WIRING: 4075 DEGREE TERMINALS    |      |     | CIRCUIT USE: 1 2 3 |      |      | CIRCUIT USE: 4 5 6        |      |     | CIRCUIT USE: 7 8 9             |    |       | CIRCUIT USE: 10 11 12             |      |    |
| PHASE                            | NEUT | GND | CONDUIT            | CODE | BRKR | CT                        | LOAD | CT  | LOAD                           | CT | LOAD  | CT                                | LOAD | CT |
| #12                              | #12  | #12 | 3/4"               | 2    | 201  | EQUIPMENT RACK LIGHT      | 1    | 120 | X                              | 2  | SPARE | 2011                              |      |    |
| #12                              | #12  | #12 | 3/4"               | 1    | 201  | EQUIPMENT RACK RECEPTACLE | 3    | 180 | X                              | 4  | SPARE | 2011                              |      |    |
| #12                              | #12  | #12 | 3/4"               | 0    | 201  | PPS PPS-120-01            | 5    | 50  | X                              | 6  | SPARE | 2011                              |      |    |
| #12                              | #12  | #12 | 3/4"               | 0    | 201  | PPS PPS-120-02            | 7    | 60  | X                              | 8  | SPARE | 2011                              |      |    |
| #12                              | #12  | #12 | 3/4"               | 0    | 201  | PPS PPS-120-01            | 9    | 500 | X                              | 10 | SPARE | 2011                              |      |    |
| #12                              | #12  | #12 | 3/4"               | 0    | 201  | PPS PPS-120-02            | 11   | 60  | X                              | 12 | SPARE | 2011                              |      |    |
| PHASE A                          |      |     | EQUIP VA           |      |      | EQUIP VA                  |      |     | EQUIP VA                       |    |       | EQUIP VA                          |      |    |
| PHASE B                          |      |     | EQUIP VA           |      |      | EQUIP VA                  |      |     | EQUIP VA                       |    |       | EQUIP VA                          |      |    |
| TOTAL                            |      |     | EQUIP VA           |      |      | EQUIP VA                  |      |     | EQUIP VA                       |    |       | EQUIP VA                          |      |    |
| PANEL DEMAND KVA                 |      |     | PANEL DEMAND KVA   |      |      | PANEL DEMAND KVA          |      |     | PANEL DEMAND KVA               |    |       | PANEL DEMAND KVA                  |      |    |
| RESERVE KVA                      |      |     | RESERVE KVA        |      |      | RESERVE KVA               |      |     | RESERVE KVA                    |    |       | RESERVE KVA                       |      |    |
| DEMAND KVA                       |      |     | DEMAND KVA         |      |      | DEMAND KVA                |      |     | DEMAND KVA                     |    |       | DEMAND KVA                        |      |    |

**2. MINI POWER ZONE PPS-MPZ-120-01 SCHEDULE**  
SCALE: NONE



TEXAS P.E. #1818  
Registration No. 4754

|                               |            |                |                          |  |  |
|-------------------------------|------------|----------------|--------------------------|--|--|
| PROJECT MANAGER: S. E. WILSON |            |                | DESIGNED BY: O. JONGUTUD |  |  |
| DRAWN BY: O. JONGUTUD         |            |                | CHECKED BY: P. K. DAVIDA |  |  |
| PROJECT DATE: AUGUST 2023     |            |                | PROJECT NUMBER: 1007019  |  |  |
| ISSUE                         | DATE       | DESCRIPTION    |                          |  |  |
| A                             | 08/10/2023 | ISSUED FOR BID |                          |  |  |



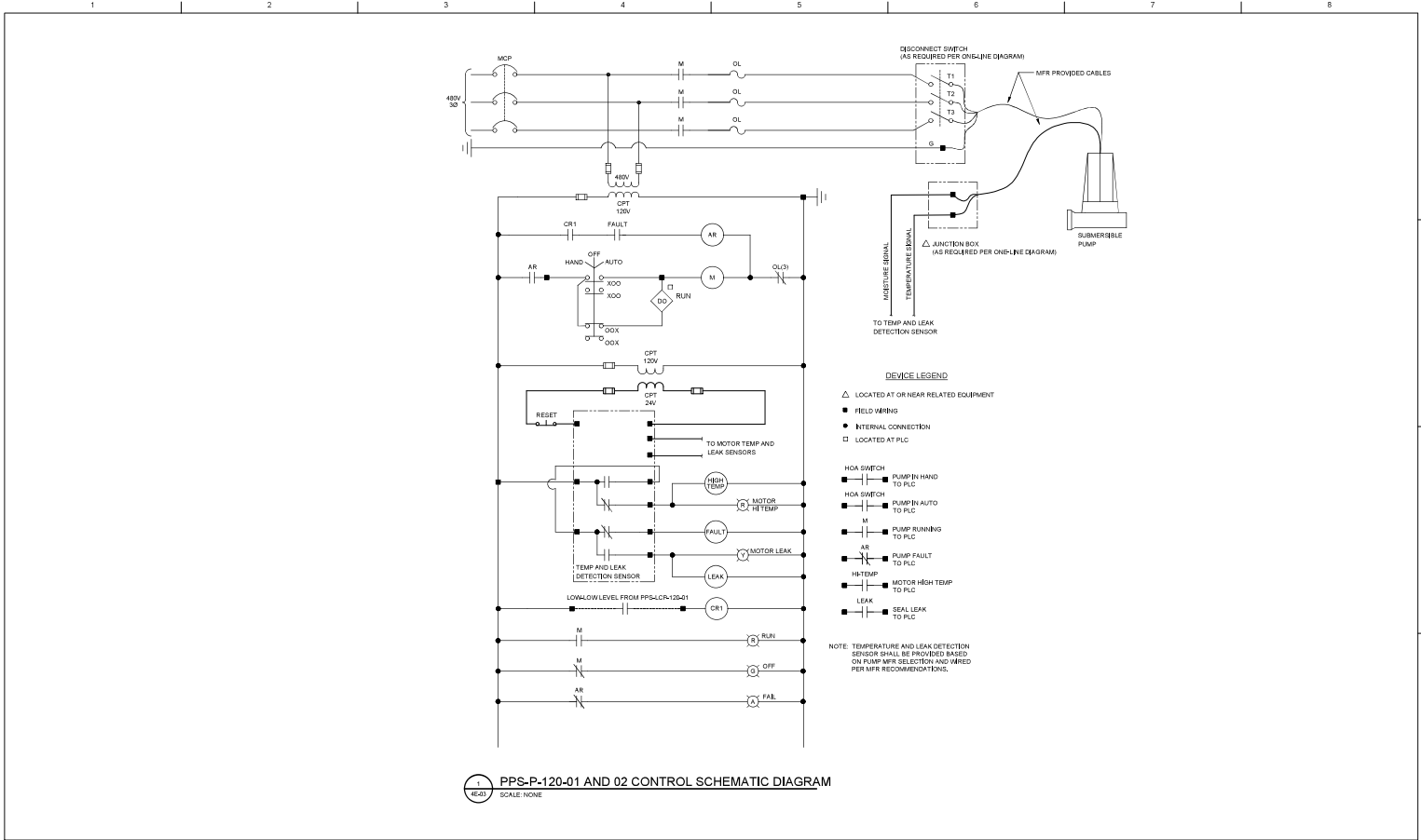
**MIDLAND** CITY OF MIDLAND, TEXAS  
WATER AND WASTEWATER UTILITIES DEPARTMENT  
WATER RECLAMATION FACILITY  
CONSTRUCTION PACKAGE B  
PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN

PLANT FARM EFFLUENT RETURN PUMP STATION  
ELECTRICAL  
ONE-LINE DIAGRAM



FILENAME: 4E-02.dwg  
SCALE: AS NOTED

SHEET  
**4E-02**



| ISSUE | DATE       | DESCRIPTION    |
|-------|------------|----------------|
| A     | 08/10/2023 | ISSUED FOR BID |

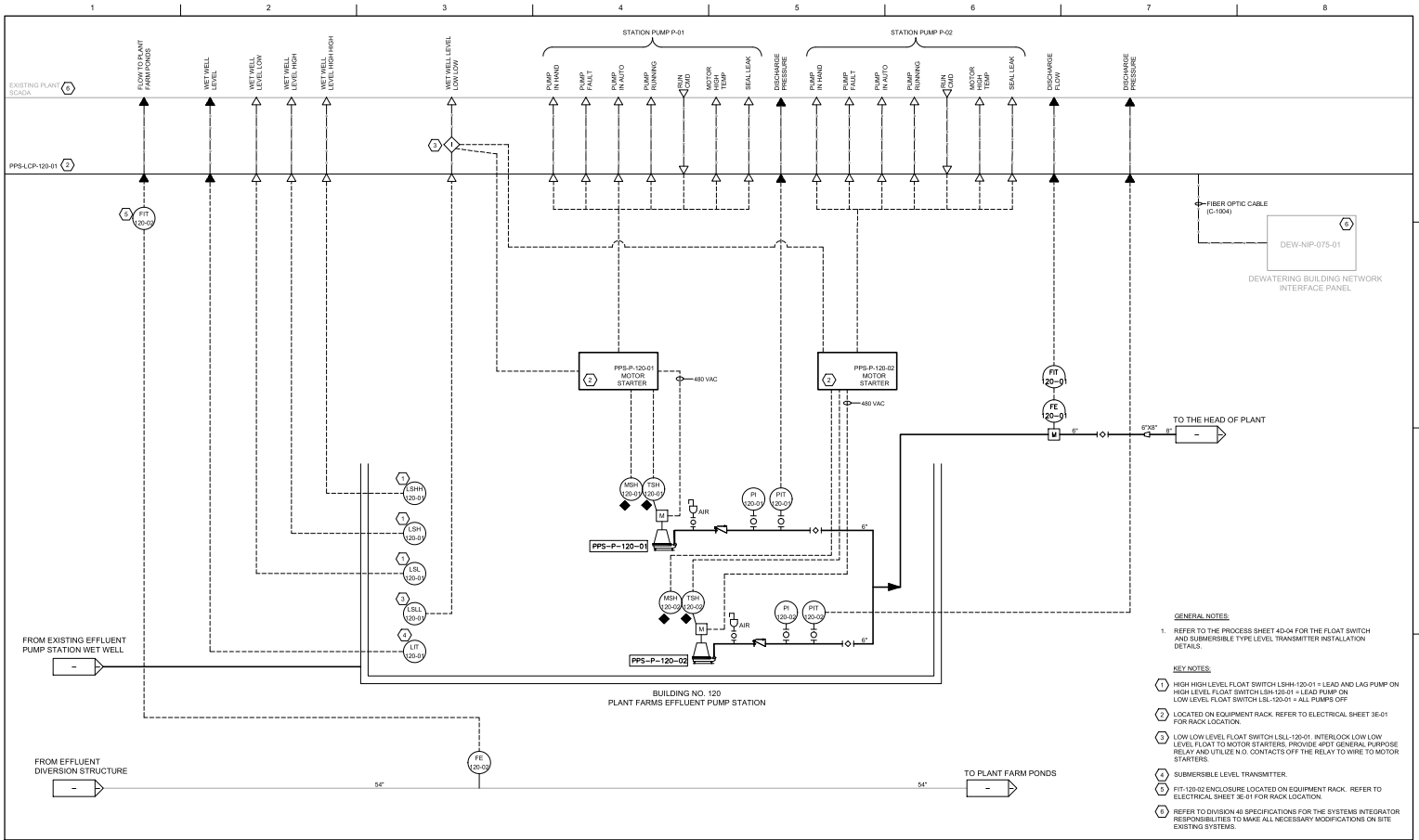
|                 |                |
|-----------------|----------------|
| PROJECT MANAGER | S. E. WISBROCK |
| DESIGNED BY     | O. JONGUTUD    |
| DRAWN BY        | O. JONGUTUD    |
| CHECKED BY      | P. K. DAVIDA   |
| PROJECT DATE    | AUGUST 2023    |
| PROJECT NUMBER  | 10307519       |



**CITY OF MIDLAND, TEXAS**  
**WATER AND WASTEWATER UTILITIES DEPARTMENT**  
**WATER RECLAMATION FACILITY**  
**CONSTRUCTION PACKAGE B**  
**PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN**

**PLANT FARM EFFLUENT RETURN PUMP STATION ELECTRICAL CONTROL SCHEMATIC DIAGRAM**

FILENAME: 4E-03.dwg  
SCALE: AS NOTED  
SHEET: 4E-03



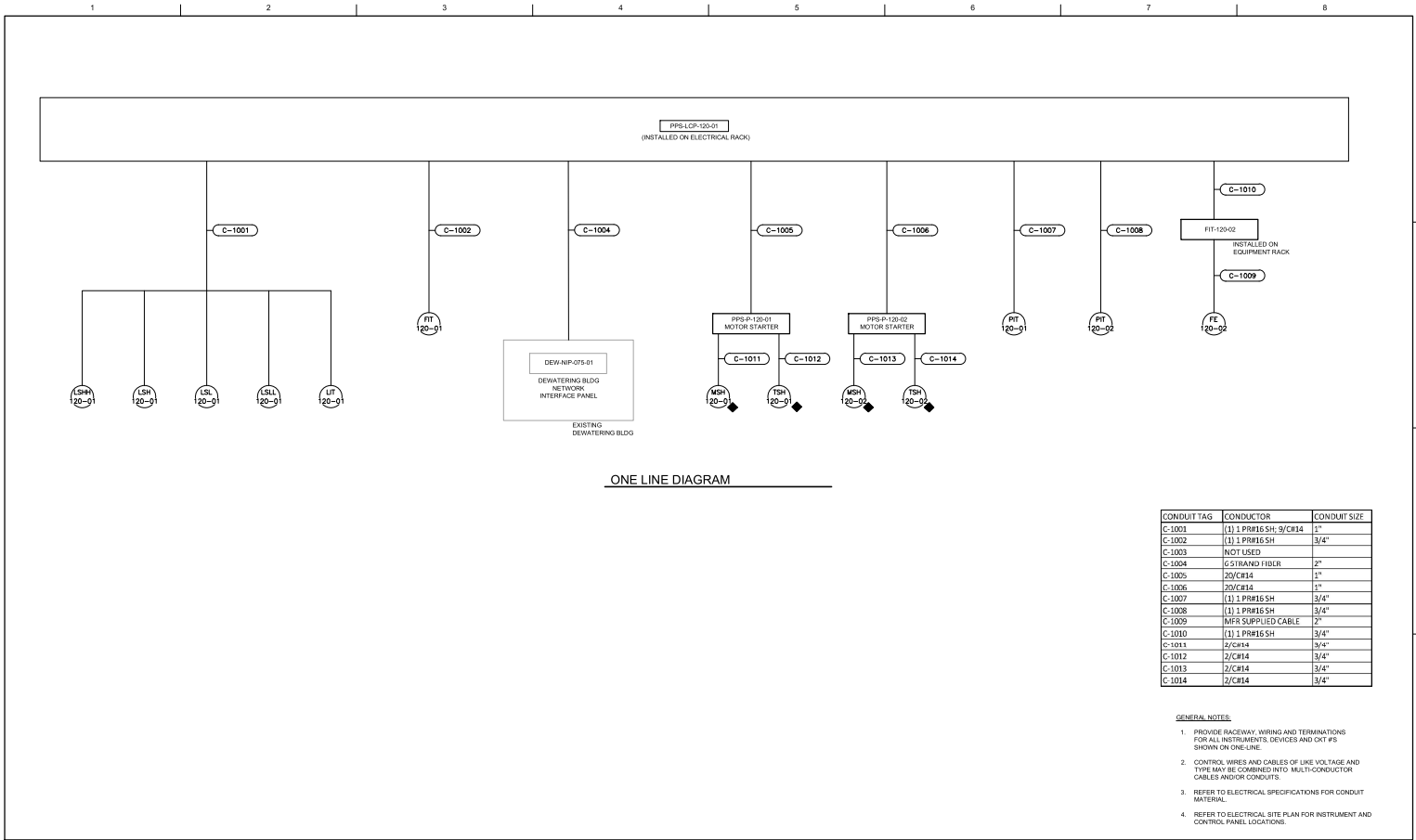
|                                 |            |                |
|---------------------------------|------------|----------------|
| PROJECT MANAGER: S. E. MARRIOTT |            |                |
| DESIGNED BY: S. HORRAS          |            |                |
| DRAWN BY: V. VANKAR             |            |                |
| CHECKED BY: P. DAVILA           |            |                |
| PROJECT DATE: AUGUST 2023       |            |                |
| PROJECT NUMBER: 10307515        |            |                |
| ISSUE                           | DATE       | DESCRIPTION    |
| A                               | 08/10/2023 | ISSUED FOR BID |



**CITY OF MIDLAND, TEXAS**  
**MIDLAND WATER AND WASTEWATER UTILITIES DEPARTMENT**  
**WATER RECLAMATION FACILITY**  
**CONSTRUCTION PACKAGE B**  
**PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN**

**PLANT FARM EFFLUENT RETURN PUMP STATION INSTRUMENTATION P&ID**

FILENAME: 4Y-01.dwg  
SCALE: NONE  
SHEET: 4Y-01



|                                 |            |                  |
|---------------------------------|------------|------------------|
| PROJECT MANAGER: S. E. MARRIOTT |            |                  |
| DESIGNED BY: S. HERRAS          |            |                  |
| DRAWN BY: V. VANDER             |            |                  |
| CHECKED BY: P. DAVALA           |            |                  |
| PROJECT DATE: AUGUST 2023       |            |                  |
| PROJECT NUMBER: 1007515         |            |                  |
| A                               | 08/10/2023 | (ISSUED FOR BID) |
| ISSUE                           | DATE       | DESCRIPTION      |

|                                 |  |
|---------------------------------|--|
| PROJECT MANAGER: S. E. MARRIOTT |  |
| DESIGNED BY: S. HERRAS          |  |
| DRAWN BY: V. VANDER             |  |
| CHECKED BY: P. DAVALA           |  |
| PROJECT DATE: AUGUST 2023       |  |
| PROJECT NUMBER: 1007515         |  |



**CITY OF MIDLAND, TEXAS**  
**MIDLAND** WATER AND WASTEWATER UTILITIES DEPARTMENT  
 WATER RECLAMATION FACILITY  
 CONSTRUCTION PACKAGE B  
 PLANT FARM EFFLUENT RETURN PUMP STATION AND FORCE MAIN

**PLANT FARM EFFLUENT RETURN PUMP STATION INSTRUMENTATION ONE LINE DIAGRAM**

FILE NAME: 4Y-02.dwg  
 SCALE: NONE  
 SHEET: 4Y-02

## CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 29<sup>th</sup> day of May, 2024, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Belt Construction of Texas, LLC of the City Texarkana, County of Bowie, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Northeast Sewer Line together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 630 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: \$46,845,505.00.

## INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

#### **WAIVER OF ATTORNEY FEES**

**WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES**

**CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.**

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

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

#### **SOVEREIGN IMMUNITY**

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

#### **GOVERNING LAW AND VENUE**

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

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

#### **VERIFICATION**



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

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contractor 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 Contractor shall be deemed to have not made such verification.

#### RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

#### PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor 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 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.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

ATTEST:

By: \_\_\_\_\_  
Lori Merritt Blong, Mayor

\_\_\_\_\_  
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

By: \_\_\_\_\_  
John Ohnemiller, City Attorney

By: \_\_\_\_\_  
Party of the Second Part (CONTRACTOR)

By: \_\_\_\_\_  
Title

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared \_\_\_\_\_, an officer of Belt Construction of Texas, 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 an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public



# City Council Meeting

**Item Number:** 11  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Erika Martinez, Manager, Purchasing  
**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. OF SANTA FE SPRINGS, CALIFORNIA, TO PROVIDE SCHOOL CROSSING GUARD SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT AT A TOTAL COST OF \$839,710.80; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

---

## **Purpose:**

Resolution awarding the execution of a contract for crossing guard services to All City Management Services, Inc. for an annual cost of \$839,710.80 for the Administrative Services Department.

## **Recommended City Council Action:**

Approve

## **Fiscal Impact:**

Funding is available in the General Fund operating budget.

## **Strategic Priority:**

(Set the Standard for a Safe and Secure City)

## **Discussion:**

Fourteen (14) requests for bid were sent out for Crossing Guard Services and four (4) bids were received. Staff recommends awarding the contract for crossing guard services to the apparent low bidder, All City Management Services, Inc. of Santa Fe Springs, California.

Please see the attached memo from Mark Widmann, Administrative Services Director, for additional information.

Therefore, please consider approval of a resolution awarding a contract for crossing guard services to All City Management Services, Inc. of Santa Fe Springs, California for a total cost of \$839,710.80.

A handwritten signature in black ink, appearing to read "Mark Widmann".

---

City Manager's Office



**INTEROFFICE MEMORANDUM**

**TO:** Erika Munoz Martinez, Purchasing Manager  
**FROM:** Mark Widmann, Director of Administrative Services  
**SUBJECT:** School Crossing Guard Bid Award  
**DATE:** May 14, 2024

Four proposals for School Crossing Guards Services were reviewed. The review committee consisted of Gabe McClelland, Director of Engineering Services; Taha Sakrani, City Traffic Engineer; Troy Clabaugh, Traffic Operations Superintendent; Carolina Jimenez, Buyer; and Mark Widmann, Director of Administrative Services.

The reviewed committee provided the vendor scores listed below:

- All City Manager Services, Inc. scored 93.75 pts out of 100 pts.
- Crossing Guard Services, LLC scored 80.46 pts out of 100 pts.
- The Unit Staffing scored 73.85 pts out of 100 pts.
- Texas Public Safety and Investigations scored 70.71 pts out of 100 pts.

All City Management Services, Inc. stood out with its impressive track record, currently employing over 8,500 safety-dedicated individuals serving cities, towns, communities, schools, and school districts nationwide. They provided ten references, including the City of Odessa, where they have been providing services since 2015. Their bid for services is \$19.08 per hour per guard, amounting to an annual cost of \$839,710.80. All City Management scored 93.75 out of 100 points, making them the top choice.

Other proposals reviewed by the following vendors:

- Crossing Guard Services, LLC's hourly rate is \$19.11, and its annual cost is \$841,031.10.
- Texas Public Safety and Investigations hourly rate \$21.00, and its annual cost is \$924,210.00.
- The Unit Staffing hourly rate is \$20.00, and its annual cost is \$880,200.00.

After careful consideration, All City Management Services, Inc. emerged as the recommended vendor. Their high rating and competitive bid make them the most suitable choice for the School Crossing Guard Services contract.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION OF  
AN AGREEMENT WITH ALL CITY MANAGEMENT  
SERVICES, INC. OF SANTA FE SPRINGS,  
CALIFORNIA, TO PROVIDE SCHOOL CROSSING  
GUARD SERVICES FOR THE ADMINISTRATIVE  
SERVICES DEPARTMENT AT A TOTAL COST OF  
\$839,710.80; AND AUTHORIZING PAYMENT**

**WHEREAS**, the City Manager advertised for competitive proposals for school crossing guard services (the “Services”) for the Administrative Services Department; and

**WHEREAS**, Proposal No. 24003350 was opened on April 24, 2024, with the lowest proposal and the proposal that will provide the best value to the City having been submitted by All City Management Services, Inc. of Santa Fe Springs, California (“Contractor”), having submitted a proposal of \$839,710.80 as shown on the evaluation attached hereto as Exhibit “A” and incorporated herein for all legal purposes; and

**WHEREAS**, the City Council finds it to be in the public interest to execute an agreement with Contractor 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, an agreement with Contractor for said Services at a total cost of \$839,710.80, said agreement to be in a form substantially similar to that attached hereto as Exhibit “B” and incorporated herein for all legal purposes.

**SECTION TWO.** That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said agreement executed in accordance with this resolution in an amount not to exceed \$839,710.80 from funds available in the General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

**SECTION THREE.** That the City of Midland, upon executing an agreement with Contractor for said Services, is not rejecting proposals, but is reserving the right to accept the

proposal that provides the next best value to the City in the event that Contractor cannot accomplish the work specified in the agreement.

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

\_\_\_\_\_  
Mark Widmann, Administrative Services Director

APPROVED ONLY AS TO FORM:

\_\_\_\_\_  
John Ohnemiller, City Attorney

## Crossing Guard Services

[Scoring Summary](#)
[Bid Table Summary](#)
[Reviewer Scores](#)

### Scoring Summary

[Scores](#)
[Rank](#)

#### Active Submissions

[View Proposal Analysis](#)
[Show/Hide](#)


| Supplier                               | Total     | Manpower/ Staffing Process | References  | Quality and Program Management<br>Plan | Transition Plan | Price                    |
|----------------------------------------|-----------|----------------------------|-------------|----------------------------------------|-----------------|--------------------------|
|                                        | / 100 pts | / 35 pts                   | / 25 pts    | / 10 pts                               | / 5 pts         | / 25 pts                 |
| All City Management Services, Inc.     | 93.75 pts | 30.75 pts                  | 24.75 pts   | ⚠ 8.75 pts                             | 4.50 pts        | 25 pts (\$839,710.80)    |
| Crossing Guard Services LLC            | 80.46 pts | ⚠ 27 pts                   | 17 pts      | ⚠ 7 pts                                | ⚠ 4.50 pts      | 24.96 pts (\$841,031.10) |
| The Unit Staffing                      | 73.85 pts | ⚠ 25 pts                   | ⚠ 15 pts    | 5.75 pts                               | ⚠ 4.25 pts      | 23.85 pts (\$880,220.00) |
| Texas Public Safety and Investigati... | 70.71 pts | 25 pts                     | ⚠ 15.67 pts | ⚠ 6.33 pts                             | ⚠ 1 pts         | 22.71 pts (\$924,210.00) |

Click a proposal to view its individual scores

[Show Eliminated Submissions \(1\)](#)



# EXHIBIT "A" (cont'd)

| 24003350 Crossing Guards<br>Bid Opening: April 24, 2024 |                                                                           |                      |                              |                              |                                                |                                                       |                                      |                                                |                                      |                                                           |                                      |                                   |                                      |
|---------------------------------------------------------|---------------------------------------------------------------------------|----------------------|------------------------------|------------------------------|------------------------------------------------|-------------------------------------------------------|--------------------------------------|------------------------------------------------|--------------------------------------|-----------------------------------------------------------|--------------------------------------|-----------------------------------|--------------------------------------|
|                                                         |                                                                           |                      |                              |                              |                                                | All City Management<br>Services, Inc.<br>\$839,710.80 |                                      | Crossing Guard<br>Services LLC<br>\$841,031.10 |                                      | Texas Public Safety<br>and Investigations<br>\$924,210.00 |                                      | The Unit Staffing<br>\$880,200.00 |                                      |
|                                                         |                                                                           |                      |                              |                              | Total<br>Cost                                  |                                                       |                                      |                                                |                                      |                                                           |                                      |                                   |                                      |
| #                                                       | Items                                                                     | Quantity<br>Required | Total<br>Hours<br>per<br>Day | Total<br>Days<br>per<br>Year | Total<br>Hours<br>for<br>the<br>School<br>Year | Hourly<br>Billing<br>Rate                             | Total<br>Annual<br>Projected<br>Cost | Hourly<br>Billing<br>Rate                      | Total<br>Annual<br>Projected<br>Cost | Hourly<br>Billing<br>Rate                                 | Total<br>Annual<br>Projected<br>Cost | Hourly<br>Billing<br>Rate         | Total<br>Annual<br>Projected<br>Cost |
| 1                                                       |                                                                           |                      |                              |                              |                                                |                                                       |                                      |                                                |                                      |                                                           |                                      |                                   |                                      |
| #1-1                                                    | Sites at 4 hours per day with regularly scheduled early release days      | 57                   | 228                          | 180                          | 41040                                          | \$ 19.08                                              | \$783,043.20                         | \$19.11                                        | \$784,274.40                         | \$21.00                                                   | \$861,840.00                         | \$20.00                           | \$820,800.00                         |
| 2                                                       |                                                                           |                      |                              |                              |                                                |                                                       |                                      |                                                |                                      |                                                           |                                      |                                   |                                      |
| #2-1                                                    | Sites at 5.5 hours per day with no regularly scheduled early release days | 3                    | 16.5                         | 180                          | 2970                                           | \$ 19.08                                              | \$56,667.60                          | \$19.11                                        | \$56,756.70                          | \$21.00                                                   | \$62,370.00                          | \$20.00                           | \$59,400.00                          |

## Bid Summary

14 Bid requests were issued  
 4 Bids are listed above  
 1 Bid was unresponsive  
 0 NO BIDS were received  
 9 Bidders did not respond

## EXHIBIT "B"

### AGREEMENT FOR PROVISION OF TEMPORARY EMPLOYMENT SERVICES FOR SCHOOL CROSSING GUARDS FOR THE CITY OF MIDLAND #24003350

This 29<sup>th</sup> day of May 2024, the City of Midland, Texas, ("City"), and All City Management Services, Inc. ("Contractor"), do hereby enter into this Agreement for personnel services where Contractor will provide persons to work as crossing guards during the Midland Independent School District ("MISD") academic year.

1. **Term:** The term of this Agreement shall commence on June 1, 2024 and run through May 31, 2025. Thereafter, this Agreement may be extended, at the option of City, for a term of no longer than one (1) year. The number of additional one (1) year extensions agreed to shall be limited to three (3).
2. **Personnel Provided by Contractor:** Contractor agrees to provide City with not less than sixty (60) people to serve as temporary personnel who shall be qualified to perform the duties customarily required of a school crossing guard ("Temps" or "Guards"). Each Temp shall be available to work not less than four (4) hours each day that MISD is in session during the regular school calendar year with the exact hours and locations to be established by City; provided, however, that each Temp shall be required to be available earlier than the regularly scheduled times on at least six (6) dates to be determined by MISD.
3. **Reduction of Personnel:** City may, at its option and without penalty and cost, reduce the number of Guards required in Paragraph 2, above, by providing notice to Contractor not later than three (3) calendar days prior to the effective date of the reduction. Contractor shall be solely responsible for selecting which Guards shall be terminated from service with City pursuant to this reduction.
4. **Increase of Personnel:** Contractor agrees upon written request of City to use best efforts to provide additional personnel to City in the event City requires crossing guards in excess of the sixty (60) described in Paragraph 2. City agrees to pay Contractor an additional \$19.08 per person per hour for each additional Temp provided pursuant to this Paragraph.
5. **Dismissal of Personnel by City:** Upon written request of City's representative, Contractor shall remove and use its best efforts to replace any Temp assigned by Contractor to perform services for City under this Agreement found by City to be unsatisfactory. Contractor's

fee shall be reduced by \$19.08 per person per hour for each hour that a position remains unfilled by a replacement Temp. Contractor shall be in default of this Agreement if any position remains open more than two (2) school days after receiving notice of the request for replacement of a Temp.

6. **Background Check:** Contractor shall perform local and national criminal background checks on all potential Guards prior to commencing work for City. Said criminal background checks shall include a multi-state/multi-jurisdictional criminal records locator, or other similar commercial nation-wide database with validation (primary source search), and National Sex Offender Registry database. Potential Guards shall also be required to undergo drug and alcohol testing and physical exams prior to commencing work for City. Prior to rendering any services under this Agreement and upon receiving a request by City to do so at any time during the term, Contractor shall provide City's Director of Administrative Services with a certification of compliance, in a form acceptable to City, that Contractor has met the requirements of this Section and is in compliance hereof.

7. **Training and Supervision of Guards:** City shall be solely responsible for controlling all Guards assigned to provide services to City pursuant to this Agreement. City shall also be solely responsible for providing Guards all equipment required by City to perform this Agreement.

8. **Hiring and Discharge of Personnel:** Contractor shall have the sole right to hire or discharge Guards assigned to work under this Agreement; provided, however, Contractor shall be in default of this Agreement if a Temp is discharged by Contractor or a Temp resigns and said Temp is not replaced by another Temp by the second school day following such discharge or resignation.

9. **Payment of Personnel:** Contractor shall be solely responsible for establishing and paying all wages and salaries due the Guards for work performed pursuant to this Agreement. Contractor shall further be solely responsible for payment of all payroll taxes, FICA, and State and or Federal unemployment taxes related to Contractor's employment of the Guards assigned to work under this Agreement.

10. **Contractor's Fee:** City agrees to pay Contractor for services rendered pursuant to this Agreement the sum \$839,710.80 (\$19.08 per hour, per guard) during the contract period. Contractor shall bill a minimum of four (4) hours per guard, per school day unless contractor fails to perform service. The fee paid by City shall be inclusive of all costs related to obtaining the Guards from Contractor, including, but not limited to, amounts related to Contractor's

provision of workers' compensation coverage pursuant to Paragraph 12. Payment shall be made to Contractor not later than thirty (30) days after receipt of invoice from Contractor for services performed by Guards during the calendar month immediately preceding the issuance of the invoice. All payments shall be made to Contractor at Contractor's office address shown below.

11. **Disputed Amounts:** If upon receipt of an invoice, City disputes any amounts purportedly due under said invoice, Contractor shall provide, upon request of City, supporting documentation for such fees, including, but not limited to, copies of any time sheets or similar documents completed by Guards assigned to this Agreement. In case of dispute, City agrees to pay undisputed amounts in accordance with Paragraph 10, above. Upon resolution of differences over any disputed amounts, City agrees to pay the amount due based upon the agreed resolution not later than five (5) business days or the due date of the original invoice, whichever is later.

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Worker's Compensation: Statutory limits

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

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

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

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

provide for a waiver of subrogation in favor of 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 CONTRACTOR's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

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

13. **INDEMNITY: CONTRACTOR 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, 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 CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR 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.**

**CONTRACTOR 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 CONTRACTOR OR CONTRACTOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR 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.**

**CONTRACTOR AGREES THAT HE 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, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. CONTRACTOR, 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 CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN**

**THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, 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.**

14. **Notification of Guards Regarding Workers' Compensation Coverage:** Contractor shall provide written notification to every Temp assigned to work pursuant to this Agreement that statutory workers' compensation coverage is being provided by Contractor for injuries covered by the Texas Workers' Compensation Act, as amended, which are incurred while the Guards are under the direction and control of Contractor. No Temp shall commence work for Contractor under this Agreement until a copy of such notice, signed by the Temp, has been delivered to City's Director of Administrative Services.

15. **Default and Termination:** In addition to the events constituting default set forth in this Agreement, Contractor shall be in default of this Agreement upon failure of Contractor to comply with any other provision of this Agreement. City may, at its option, terminate this Agreement by providing written notice of default not later than ten (10) days prior to the proposed date of termination. Notwithstanding anything herein to the contrary, termination of this Agreement for default, shall not occur until Guards have been absent a total of twenty (20) hours during which crossing guard services are required.

16. **City's Representative:** City's representative for this Agreement shall be the Director of Administrative Services or the Director's designee.

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

18. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for agreement payments due under the agreement, then this agreement 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.

19. **Nonwaiver:** Failure of City hereto to declare any default immediately upon occurrence hereof, or delay in taking any action in connection therewith, shall not waive 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.

20. **Notice:** Any notice which may or shall be given under the provisions of this Agreement shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Mail, postage prepaid:

To City: City of Midland  
(Mailing Address) P.O. Box 1152  
Midland, TX 79702

(Physical Address) 300 North Loraine  
Suite 310  
Midland, Texas 79701

To Contractor: All City Management Services, Inc.  
(Fill in name/Address) 10440 Pioneer Boulevard, Suite 5  
Santa Fe Springs, CA 90670

21. **Severability:** This Agreement shall be construed in accordance with the laws of the State of Texas. If any clause or provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in meaning to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. **Alteration:** This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

23. **Entire Agreement and Binding Effect:** This Agreement constitutes the entire agreement between City and Contractor. No prior written or prior or contemporaneous oral promises or representations shall be binding. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

24. **Captions:** Paragraph captions herein are for convenience only and neither limit nor amplify the provisions of this Agreement.



25. **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.

26. **Termination Without Cause:** City may terminate this Agreement at will for no or any reason upon giving ninety (90) days written notice to Contractor. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Contractor has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

27. **Use of Other Agencies During This Agreement:** This Agreement applies solely to the use of temporary employees by City as school crossing guards and is in no way intended by the parties to obligate City to agreement with Contractor for temporary employees for any other purpose. City shall have the right under this Agreement to hire temporary employees from other contractors to be used as school crossing guards to fill in vacancies left by Contractor's inability to immediately assign one of its own employees to fill such vacancy.

28. **Compliance With Laws:** In the payment and employment of people to serve as Guards pursuant to this Agreement, Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances with respect to payment of minimum wages. Contractor shall not discriminate against people on the basis of race, sex, age, religion, national origin, or mental or physical disability in the application, hiring, termination, evaluation, or compensation of people assigned to work under this Agreement, and shall further comply with all laws, rules and regulations prohibiting such discrimination including but not limited to, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, and the Americans With Disabilities Act.

29. **RELEASE:** NOTWITHSTANDING ANY OTHER PROVISIONS, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL

DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

30. **WAIVER OF ATTORNEY FEES:** BY EXECUTING THIS AGREEMENT, CONTRACTOR 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. CONTRACTOR SPECIFICALLY AGREES THAT IF CONTRACTOR 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, CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

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

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

33. **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, Contractor or his legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred 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 Contractor will

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

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

34. **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.**

35. **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.

36. **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.

37. 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.

**38. 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.

**39. 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.

**40. 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.

**41.** 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 AS TO FORM ONLY:

\_\_\_\_\_  
John Ohnemiller, City Attorney

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF MIDLAND   §

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2024 personally appeared, \_\_\_\_\_, an officer of All City Management Services, 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 Texas

## Request for Proposals

**RFP 24003350**

**for**

Crossing Guards

*Proposals for this requirement will be accepted until 2:00 P.M. on April 24, 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.

SCHEDULE OF EVENTS

RFP 24003350

For

Crossing Guards

| Event                                                          | Date*            |
|----------------------------------------------------------------|------------------|
| Intended date for RFP Release.....                             | March 6, 2024    |
| Cutoff Date for inquiries and clarification.....               | April 12, 2024   |
| Proposal Due Date .....                                        | April 24, 2024   |
| Notification of Vendor Interviews/ Product Demonstrations..... | To Be Determined |
| Intended Date for Contract Award.....                          | May 28, 2024     |

\*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 offerors. 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 “the City”) is pleased to invite you to submit a proposal for Crossing Guards 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. 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  
PO BOX 1152  
Midland, TX 79702

OR

FAX: (432) 685-0523

Email: [purchasing@midlandtexas.gov](mailto:purchasing@midlandtexas.gov)

**1.10. 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.

**1.11. 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.

**1.12. 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.

### **1.13. ALTERNATE PROPOSALS**

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

### **1.14. SUBMITTING A SEALED PROPOSAL**

#### **1.14.1. Number of copies and Location:**

1.14.1.1. 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.

#### **1.14.2. Each Offeror who submits a proposal represents that:**

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

1.14.2.2. 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.

1.14.2.3. 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.

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

1.14.4. 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.

### **1.15. 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.

### **1.16. BONDING REQUIREMENTS**

Intentionally Omitted

### **1.17. 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 1.18 is optional based on whether or not subcontractors will be involved.)

## **1.18. SUBCONTRACTING**

**1.18.1. 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.**

**1.18.2. 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.**

## **1.19. INSURANCE REQUIREMENTS**

See Contract or Agreement

## **1.20. 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.

## **1.21. 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.

## **1.22. CONTRACT PROVISIONS AND TERMS**

### **1.22.1. Contract Execution**

1.22.1.1. 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.

### **1.22.2. Terms and Conditions**

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

### **1.22.3. 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.

**1.22.4. 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.

#### **1.22.5. 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.

#### **1.22.6. 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**

#### **Crossing Guard Specifications**

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

| <b>SCHOOL CROSSING GUARD LOCATIONS</b> |                                  |                                 |
|----------------------------------------|----------------------------------|---------------------------------|
| <b>SCHOOLS</b>                         |                                  | <b>LOCATIONS</b>                |
| 1                                      | ALAMO JR. HIGH/BONHAM ELEMENTARY | MIDLAND DR. @ STOREY AVE.       |
| 2                                      | ANSON JONES ELEMENTARY           | 5100 SHADYLANE DR.              |
| 3                                      | ANSON JONES ELEMENTARY           | ILLINOIS AVE. @ STONEYBROOK DR. |
| 4                                      | BONHAM ELEMENTARY                | BONHAM ST. @ CUTHBERT AVE.      |
| 5                                      | BOWIE ELEMENTARY                 | B ST. @ DOUGLAS AVE.            |
| 6                                      | BOWIE ELEMENTARY                 | A ST. @ ELK AVE.                |
| 7                                      | BUNCHE ELEMENTARY                | JACKSON ST. & PENNSYLVANIA AVE. |
| 8                                      | BURNETT ELEMENTARY               | CANYON DR. @ RUBY DR.           |
| 9                                      | BURNETT ELEMENTARY               | CANYON DR. @ RAYMOND RD.        |
| 10                                     | BUSH ELEMENTARY                  | PRESTON DR. @ WHITTLE WAY       |
| 11                                     | DE ZAVALA ELEMENTARY             | LOUISIANA AVE. @ LAMESA RD.     |

|    |                                  |                                   |
|----|----------------------------------|-----------------------------------|
| 12 | DE ZAVALA ELEMENTARY             | MESQUITE ST. @ LEE ST.            |
| 13 | EMERSON ELEMENTARY               | HAYNES AVE. @ LANHAM ST.          |
| 14 | EMERSON ELEMENTARY               | WARD ST. @ MOSS AVE.              |
| 15 | EMERSON ELEMENTARY               | HAYNES AVE. @ WARD ST.            |
| 16 | FANNIN ELEMENTARY                | NEELY AVE. @ LANHAM ST.           |
| 17 | FANNIN ELEMENTARY                | FANNIN AVE. @ LANHAM ST.          |
| 18 | FASKEN ELEMENTARY                | HOLIDAY HILL RD. & SHERWOOD DR.   |
| 19 | FASKEN ELEMENTARY                | SANDSTONE DR. & SHERWOOD DR.      |
| 20 | GEN.TOMMY FRANKS ELEMENTARY      | FT. WORTH ST. @ PARKER AVE.       |
| 21 | GEN.TOMMY FRANKS ELEMENTARY      | LAMESA RD. @ PARKER AVE.          |
| 22 | GREATHOUSE ELEMENTARY            | BRIARWOOD AVE. @ MATHIS ST.       |
| 23 | GREATHOUSE ELEMENTARY            | GREATHOUSE AVE. @ MATHIS ST.      |
| 24 | HENDERSON ELEMENTARY             | BENTWOOD DR. @ GRACELAND DR.      |
| 25 | HENDERSON ELEMENTARY             | GRACELAND DR. @ WILSHIRE DR.      |
| 26 | HILLANDER SCHOOL                 | I ST. @ WADLEY AVE.               |
| 27 | JANE LONG ELEMENTARY             | ABERDEEN DR. @ CEDAR SPRINGS DR.  |
| 28 | LAMAR ELEMENTARY                 | CRESTVIEW RD. @ ILLINOIS AVE.     |
| 29 | LAMAR ELEMENTARY                 | CRESTVIEW RD. @ KESSLER AVE.      |
| 30 | MIDLAND CHRISTIAN                | NORTHRUP DR. @ SINCLAIR AVE.      |
| 31 | MILAM ELEMENTARY                 | BARBER ST. @ DORMARD AVE.         |
| 32 | MILAM ELEMENTARY                 | WADLEY AVE. @ EDWARDS ST.         |
| 33 | MILAM ELEMENTARY                 | DORMARD AVE. @ EDWARDS ST.        |
| 34 | PARKER ELEMENTARY                | 3800 NORWOOD ST.                  |
| 35 | PARKER ELEMENTARY                | NORWOOD ST. @ ST. ANDREWS DR.     |
| 36 | PARKER ELEMENTARY                | MIDLAND DR. @ ST. ANDREWS DR.     |
| 37 | PEASE ELEMENTARY                 | BENTON ST. @ SCHARBAUER DR.       |
| 38 | RUSK ELEMENTARY                  | NEELY AVE. @ WEDGWOOD ST.         |
| 39 | RUSK ELEMENTARY                  | MCDONALD ST. @ NEELY AVE.         |
| 40 | SAM HOUSTON ELEMENTARY           | LOUISIANA AVE. @ "N" ST.          |
| 41 | SAM HOUSTON ELEMENTARY           | CUTHBERT AVE. @ "N" ST.           |
| 42 | SANTA RITA ELEMENTARY            | BLUEBIRD LN. @ WHITMAN DR.        |
| 43 | SANTA RITA ELEMENTARY            | 5306 WHITMAN DR.                  |
| 44 | SCHARBAUER ELEMENTARY            | CROWLEY BLVD. @ HEREFORD BLVD.    |
| 45 | SOUTH ELEMENTARY                 | BIG SPRING ST. @ DAKOTA AVE.      |
| 46 | SOUTH ELEMENTARY                 | COLORADO ST. @ W. NEW JERSEY AVE. |
| 47 | ST. ANN'S SCHOOL                 | "M" ST. @ TEXAS AVE.              |
| 48 | TRAVIS ELEMENTARY                | GIST AVE. @ JEFFERSON ST.         |
| 49 | TRAVIS ELEMENTARY                | ATLANTA ST. @ GIST AVE.           |
| 50 | YOUNG WOMEN'S LEADERSHIP ACADEMY | INDIANA AVE. @ TILDEN ST.         |
| 51 | YOUNG WOMEN'S LEADERSHIP ACADEMY | TILDEN ST. @ WALL ST.             |
| 52 | YARBROUGH ELEMENTARY             | LEGENDS BLVD. @ WAGNER DR.        |
| 53 | YARBROUGH ELEMENTARY             | RIVERFRONT DR. @ THREE RIVERS LN. |
| 54 | YARBROUGH ELEMENTARY             | AVALON DR. @ HALL OF FAME BLVD.   |



|    |                                     |  |
|----|-------------------------------------|--|
| 55 | LOCATION TO BE DETERMINED AS NEEDED |  |
| 56 | LOCATION TO BE DETERMINED AS NEEDED |  |
| 57 | LOCATION TO BE DETERMINED AS NEEDED |  |
| 58 | LOCATION TO BE DETERMINED AS NEEDED |  |
| 59 | LOCATION TO BE DETERMINED AS NEEDED |  |
| 60 | LOCATION TO BE DETERMINED AS NEEDED |  |

## 4. SAFETY

### **SAFETY OF THE COMPANY'S EMPLOYEES IS SOLELY 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.

## 5. VENDOR QUALIFICATIONS

### **5.1 INFORMATION VERIFICATION**

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

### **5.2 RIGHT TO REJECT**

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

### **5.3 VENDOR CAPABILITIES**

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

#### **5.3.1 References**

5.3.1.1 Offeror shall provide a minimum of 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.

5.3.1.2 These references should include City government and universities where the offeror, preferably within the last five (5) years, has successfully provided Crossing Guard Services.

#### **5.4.1 Vendor Stability**

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

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

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

5.4.1.4 Offerors shall specify how long the company submitting the proposal has been in business doing Crossing Guard Services.

## **6. EVALUATION PROCESS**

### **6.1 EVALUATION PROCEDURE**

#### **6.1.1 Committee Actions**

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

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

6.1.4 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.

### **7.1 EVALUATION CRITERIA**

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

7.1.1 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:

**7.1.2 Manpower/ Staffing Process-** Vendor must provide a detailed response to staffing and personnel that will be providing services. This includes providing information for Crossing Guards for sixty (60) locations plus extra for no shows and supervisory staff that are qualified to fulfill and abide by specifications and who have shown experience in Crossing Guard Services **(35%)**

**7.1.3 Price-** Price will be evaluated for fairness and reasonable costs **(25%)**

**7.1.4 References-** Vendors shall submit (3) business references, preferably from current customers **(25%)**.

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

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

## **8. PROPOSAL CONTENTS**

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

### **8.2 THE RFP RESPONSE**

### **8.3 THE BID TABLE**

### **8.4 REQUESTED ATTACHMENTS**

#### **8.4.1 References**

#### **8.4.2 Resumes**

#### **8.4.3 Financial Information**

#### **8.4.4 Signed Execution of Offer**

## **9. 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.

## EXECUTION OF OFFER

Date:

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

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

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

This offer consists of pages number 1 through 10.

Offeror/ COMPANY: All City Management Services, Inc.

SIGNATURE (INK): 

NAME: (TYPED/PRINTED) Demetra Farwell

TITLE: Corporate Secretary / Director of H.R.

STREET: 10440 Pioneer Boulevard, Suite 5

CITY/STATE/ZIP: Santa Fe Springs, CA 90670

TELEPHONE: 310-202-8284 FAX: 310-202-8325

E-MAIL ADDRESS: demetra@thecrossingguardcompany.com



# 2024-2025 Academic Calendar

## JULY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 30 | 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1  | 2  | 3  |

## AUGUST

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 28 | 29 | 30 | 31 | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

## SEPTEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 1  | 2  | 3  | 4  | 5  |

## OCTOBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 29 | 30 | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | 1  | 2  |

## NOVEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 27 | 28 | 29 | 30 | 31 | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

## DECEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | 1  | 2  | 3  | 4  |

## JANUARY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 29 | 30 | 31 | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | 1  |

## FEBRUARY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 26 | 27 | 28 | 29 | 30 | 31 | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 1  |

## MARCH

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 23 | 24 | 25 | 26 | 27 | 28 | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | 1  | 2  | 3  | 4  | 5  |

## APRIL

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 30 | 31 | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 1  | 2  | 3  |

## MAY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 27 | 28 | 29 | 30 | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

## JUNE

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 1  | 2  | 3  | 4  | 5  |

### First / Last Day of School

- 8/12: First Day of School
- 5/23: Last Day of School

### Bad Weather Days

- 3/7: Bad Weather Day
- 4/21: Bad Weather Day

### Summer Learning

- 6/2-6/26: Summer School

### New Teacher Academy

- 7/29: New Teacher Academy
- 7/30: New Teacher Academy

### End of Six Weeks

- 9/20: End of 1st Six-Weeks
- 11/1: End of 2nd Six-Weeks
- 12/20: End of 3rd Six-Weeks
- 2/14: End of 4th Six-Weeks
- 4/4: End of 5th Six-Weeks
- 5/23: End of 6th Six-Weeks

### Holidays

- 9/2: Labor Day
- 10/14: Columbus Day
- 11/25-11/29: Thanksgiving Break
- 12/23-1/6: Christmas Break
- 1/20: MLK, Jr. Day
- 3/10-3/14: Spring Break
- 4/18: Good Friday
- 5/26: Memorial Day

### Professional Learning

- 9/23: Campus Parent Teacher Conference Day
- 11/4: District PL Day
- 12/20: Early Release for Students
- 1/6: Campus PL Day
- 2/17: District PL Day
- 5/23: Early Release for Students

### Back to School PL

- 7/31: AM Campus/ PM Convocation
- 8/1: Elementary Elevate/ Secondary Teacher Workday
- 8/2: Secondary Elevate/ Elementary Teacher Workday
- 8/5: Campus PL Day
- 8/6: District PL Day
- 8/7: District PL Day
- 8/8: Campus PL Day

\*\*\*Days in bold and italicized  
denote state testing window\*\*\*

11.35

\*\*\*No school for students\*\*\*

May 28, 2024

| JUNE 2024 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | Th | F  | S  |
|           |    |    |    |    |    | 1  |
| 2         | 3  | 4  | 5  | 6  | 7  | 8  |
| 9         | 10 | 11 | 12 | 13 | 14 | 15 |
| 16        | 17 | 18 | 19 | 20 | 21 | 22 |
| 23        | 24 | 25 | 26 | 27 | 28 | 29 |
| 30        |    |    |    |    |    |    |

| JULY 2024 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | Th | F  | S  |
|           | 1  | 2  | 3  | 4  | 5  | 6  |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 | 31 |    |    |    |
|           |    |    |    |    |    |    |

| AUGUST 2024 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| S           | M  | T  | W  | Th | F  | S  |
|             |    |    |    | ★  | 2  | 3  |
| 4           | 5  | 6  | 7  | 8  | 9  | 10 |
| 11          | 12 | 13 | 14 | 15 | 16 | 17 |
| 18          | 19 | 20 | 21 | 22 | 23 | 24 |
| 25          | 26 | 27 | 28 | 29 | 30 | 31 |
|             |    |    |    |    |    |    |

| SEPTEMBER 2024 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| S              | M  | T  | W  | R  | F  | S  |
| 1              | 2  | 3  | 4  | 5  | 6  | 7  |
| 8              | 9  | 10 | 11 | 12 | 13 | 14 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 |
| 29             | 30 |    |    |    |    |    |
|                |    |    |    |    |    |    |

| OCTOBER 2024 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| S            | M  | T  | W  | Th | F  | S  |
|              |    | 1  | 2  | 3  | 4  | 5  |
| 6            | 7  | 8  | 9  | 10 | 11 | 12 |
| 13           | 14 | 15 | 16 | 17 | 18 | 19 |
| 20           | 21 | 22 | 23 | 24 | 25 | 26 |
| 27           | 28 | 29 | 30 | 31 |    |    |
|              |    |    |    |    |    |    |

| NOVEMBER 2024 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | Th | F  | S  |
|               |    |    |    |    | 1  | 2  |
| 3             | 4  | 5  | 6  | 7  | 8  | 9  |
| 10            | 11 | 12 | 13 | 14 | 15 | 16 |
| 17            | 18 | 19 | 20 | 21 | 22 | 23 |
| 24            | 25 | 26 | 27 | 28 | 29 | 30 |
|               |    |    |    |    |    |    |

| DECEMBER 2024 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | Th | F  | S  |
| 1             | 2  | 3  | 4  | 5  | 6  | 7  |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 |
| 22            | 23 | 24 | 25 | 26 | 27 | 28 |
| 29            | 30 | 31 |    |    |    |    |
|               |    |    |    |    |    |    |

| JANUARY 2025 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| S            | M  | T  | W  | Th | F  | S  |
|              |    |    | 1  | 2  | 3  | 4  |
| 5            | 6  | 7  | 8  | 9  | 10 | 11 |
| 12           | 13 | 14 | 15 | 16 | 17 | 18 |
| 19           | 20 | 21 | 22 | 23 | 24 | 25 |
| 26           | 27 | 28 | 29 | 30 | 31 |    |
|              |    |    |    |    |    |    |

| FEBRUARY 2025 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | Th | F  | S  |
|               |    |    |    |    |    | 1  |
| 2             | 3  | 4  | 5  | 6  | 7  | 8  |
| 9             | 10 | 11 | 12 | 13 | 14 | 15 |
| 16            | 17 | 18 | 19 | 20 | 21 | 22 |
| 23            | 24 | 25 | 26 | 27 | 28 |    |
|               |    |    |    |    |    |    |

| MARCH 2025 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | Th | F  | S  |
|            |    |    |    |    |    | 1  |
| 2          | 3  | 4  | 5  | 6  | 7  | 8  |
| 9          | 10 | 11 | 12 | 13 | 14 | 15 |
| 16         | 17 | 18 | 19 | 20 | 21 | 22 |
| 23         | 24 | 25 | 26 | 27 | 28 | 29 |
| 30         | 31 |    |    |    |    |    |

| APRIL 2025 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | Th | F  | S  |
|            |    | 1  | 2  | 3  | 4  | 5  |
| 6          | 7  | 8  | 9  | 10 | 11 | 12 |
| 13         | 14 | 15 | 16 | 17 | 18 | 19 |
| 20         | 21 | 22 | 23 | 24 | 25 | 26 |
| 27         | 28 | 29 | 30 |    |    |    |
|            |    |    |    |    |    |    |

| MAY 2025 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | Th | F  | S  |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | ★  | 31 |
|          |    |    |    |    |    |    |

| JUNE 2025 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | Th | F  | S  |
| 1         | 2  | 3  | 4  | 5  | 6  | 7  |
| 8         | 9  | 10 | 11 | 12 | 13 | 14 |
| 15        | 16 | 17 | 18 | 19 | 20 | 21 |
| 22        | 23 | 24 | 25 | 26 | 27 | 28 |
| 29        | 30 |    |    |    |    |    |
|           |    |    |    |    |    |    |

| JULY 2025 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | Th | F  | S  |
|           |    | 1  | 2  | 3  | 4  | 5  |
| 6         | 7  | 8  | 9  | 10 | 11 | 12 |
| 13        | 14 | 15 | 16 | 17 | 18 | 19 |
| 20        | 21 | 22 | 23 | 24 | 25 | 26 |
| 27        | 28 | 29 | 30 | 31 |    |    |
|           |    |    |    |    |    |    |

| AUGUST 2025 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| S           | M  | T  | W  | Th | F  | S  |
|             |    |    |    |    | 1  | 2  |
| 3           | 4  | 5  | ★  | 6  | 7  | 8  |
| 9           | 10 | 11 | 12 | 13 | 14 | 15 |
| 16          | 17 | 18 | 19 | 20 | 21 | 22 |
| 23          | 24 | 25 | 26 | 27 | 28 | 29 |
| 30          | 31 |    |    |    |    |    |

### 5th Quarter (summer 2024)

Voluntary summer courses  
June 20 – July 19  
[mandatory for some students]



### Holiday (no classes)

Sep. 2 – Labor Day  
Oct. 14 – Columbus Day  
Nov. 28 – Thanksgiving  
Jan. 20 – MLK Jr. Day  
Feb. 17 – Presidents' Day  
May 26 – Memorial Day



### All staff induction and preparation

July 22 – 23 – All new staff  
July 24 – July 31 – All staff



### First day of School

**August 1**



### Last day of School (with no make-up days)

**May 30**

### Recess (no classes)

Fall Recess – Oct. 14  
Thanksgiving – Nov. 27 – 29  
Winter Recess – Dec. 23 – Jan 3  
Spring Recess – Mar. 10 – 14  
Academic Recess – Apr. 18



### Staff PD (no classes)

Aug. 23, Sep. 3, Oct. 11,  
Nov. 8, Jan. 6, Feb. 14,  
Apr. 17, Jun. 2 – 3



### Parent-teacher Conferences

Oct. 15 – 16  
Feb. 12 – 13  
May 28 – 29



### Possible make-up days

June 4 – June 6



### Field Trips

7-8 – May 19 – 23



1<sup>st</sup> Qtr - 48 days – Aug. 1 – Oct. 10  
2<sup>nd</sup> Qtr - 45 days – Oct. 15 – Dec. 20  
3<sup>rd</sup> Qtr – 46 days – Jan. 7 – Mar. 21  
4<sup>th</sup> Qtr - 47 days – Mar. 24 – May 30  
186 Student-teacher contact days

# ALL CITY MANAGEMENT SERVICES

*“The Crossing Guard Company”*

**A Proposal for  
City of Midland  
RFP 24003350  
Crossing Guards**

**April 24, 2024**

**Presented by**



David Mecusker; Marketing & Contracts Manager  
10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670  
OFFICE PHONE: 800.540.9290 FAX: 310.202.8325  
EMERGENCY DISPATCH: 877.512.2267

[www.thecrossingguardcompany.com](http://www.thecrossingguardcompany.com)





## ALL CITY MANAGEMENT SERVICES

April 24, 2024

Marcia Bentley-German, City Secretary  
City of Midland  
RFP 24003350  
Suite 330, P.O. Box 1152, Midland, TX 79702-1153

Dear Ms. Bentley-German:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to once again serve the community of Midland. We are proud to have managed the School Crossing Guard program for the City of Midland from 2014 through 2022.

We have received the Bid Proposal with services to begin on or around August 1, 2024. We have reviewed the General Information, Terms and Conditions, Scope of Project, and Agreement Services, and agree to have the terms and conditions set forth.

Our goal is simple, to relieve agencies of the day-to-day responsibilities of managing a Crossing Guard Program. As a full services contractor, we assume complete responsibility for the day-to-day operations of the Crossing Guard programs we manage. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision, and management of the program. We maintain local supervision, alternate guards, a paging system, and a 24-hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well as the development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of once again providing Crossing Guard services for the City of Midland. If you have any questions, please feel free to contact me at 800 540-9290.

Sincerely,

Demetra Farwell  
Corporate Secretary  
demetra@thecrossingguardcompany.com

PACKET

11.39

May 28, 2024

10440 Pioneer Blvd Suite 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325

## **8.2 RFP Response**



# ALL CITY MANAGEMENT SERVICES

## COMPANY PROFILE

**All City Management Services, Inc. (ACMS)**, is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently have over 8,500 employees dedicated to safety, serving cities, towns, communities, schools, and school districts nationwide.

One defining issue that distinguishes **ACMS** is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Crossing Guards that has helped us emerge as “***The Crossing Guard Company***”. We have successfully privatized the Crossing Guard programs for over 300+ agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

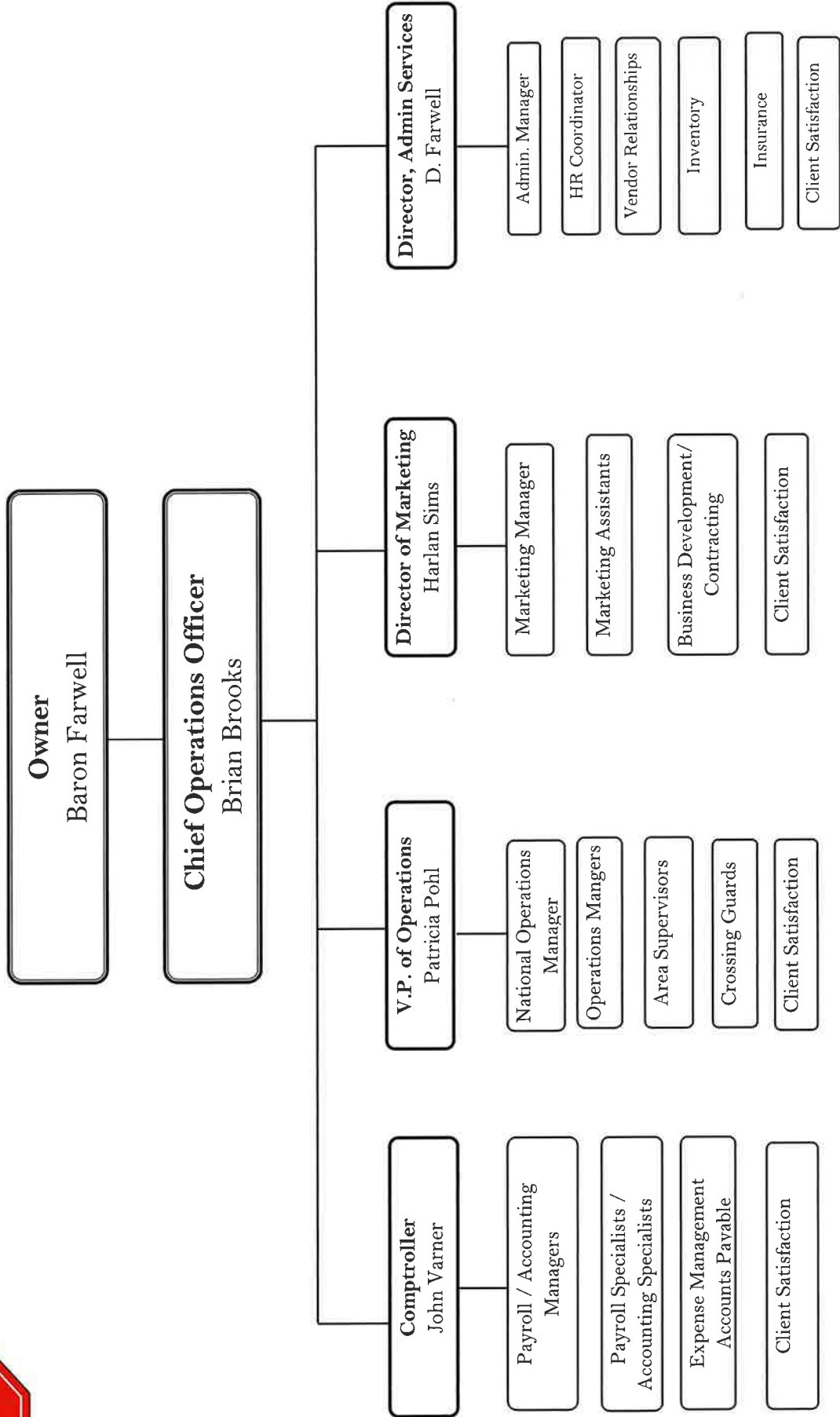
One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards’ employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 36 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision, and safety. Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies, and procedures to benefit all Crossing Guards in all the cities, towns, and communities we service.

All City Management Services, Inc. has not lost a client agency due to failure or refusals to complete a contract and has not lost a client agency due to the level of service provided.



# ALL CITY MANAGEMENT SERVICES





## ALL CITY MANAGEMENT SERVICES

**City of Midland**



**Vice President of Operations**  
**Patricia Pohl**  
310 877 7045 cell  
[pat@thecrossingguardcompany.com](mailto:pat@thecrossingguardcompany.com)

**National Operations Manager**  
**Kim Brooks**  
913 333 2563 cell  
[kim@thecrossingguardcompany.com](mailto:kim@thecrossingguardcompany.com)



**Operations/Program Manager**  
**Kimberly Craig**  
562 333 5590 cell  
[kimberly@thecrossingguardcompany.com](mailto:kimberly@thecrossingguardcompany.com)



**Area Supervisors**  
**TBD**



**60 Crossing Guards**

## Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community serviced by the City of Midland will benefit from a team concept which consists of Area Supervisor, Program Manager, National Operations Manager and Vice President of Operations. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

**Area Supervisor(s) (TBD):** ACMS will deploy two (2) Area Supervisor for the City of Midland crossing guard program. The **Area Supervisor** will handle all aspects of the daily supervision of the program of sixty (60) Crossing Guards and alternate pool. With support from the Program Manager, they will typically recruit, hire, train and provide personnel management for all the sites they will oversee and interface with school staff as needed. In addition to communicating with the City and School staff, the Area Supervisor is responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completes the Certification mandates. Supervisors will be available by telephone on all occasions for discussion with staff and will be locally available for meetings in person upon 24-hour written or telephonic notice. Area Supervisors report directly to the Program Manager.

**Program Manager (Kimberly Craig):** Kimberly will serve as **Program Manager** and directly manage your Area Supervisor and provide training and support. She will also interface with the City of Midland representatives and School staff as needed. She will continue to assist in the hiring of the Area Supervisors and Crossing Guards as well as the development and implementation of training programs and certification standards. Kimberly has considerable experience as a Program Manager including many programs in the State of Texas. She will ensure compliance with Company standards and City of Midland expectations. Kimberly Craig reports directly to the National Operations Manager.

**National Operations Manager (Kim Brooks):** Kim has over 6 years in the industry providing field management and support for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works directly with Vice President of Operations to ensure all program standards are being met. Kim has extensive experience implementing and managing comparable and larger programs. She is responsible for initial training and orientation for all new client programs. Kim Brooks reports directly to Vice President of Operations.

**Vice President of Operations (Pat Pohl):** Pat has over 27 years of industry experience. She is responsible for overall contract compliance. Works with the National Operations Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.

## Transition Summary

The privatization and management of a School Crossing Guard program involves several functions. The following is a summary of our general operational plan for initiating and managing a School Crossing Guard Program. Specifically, we will address our **orientation, training, recruitment, and staffing** plan for Crossing Guard Programs.

In assuming control of the City of Midland Crossing Guard Program we first set-up an **orientation and training** meeting. Our goal in pricing the program is typically to incorporate the existing Crossing Guards into our organization. The current Crossing Guards' experience and familiarity are the cornerstones in ensuring a seamless transition. However, often rumors and inaccurate information circulate among existing Crossing Guards as we transition from public to private management. The orientation and training meeting will be the first opportunity we have to meet the new and prospective employees collectively and address the issues, concerns or questions they may have.

During this orientation we will discuss our company history, our family of Crossing Guard programs and the impending transition in the management of the Crossing Guard Program. We will spend as much time as necessary addressing the issues and questions raised by all prospective employees.

After the initial orientation we distribute and assist in the completion of all ACMS employment forms. Once all employment forms have been collected and successfully completed, we would conduct a Evaluation Training Assessment for each Crossing Guard. This is a basic skill review that evaluates such things as a guards' ability to hold a stop sign over their head, step off and back onto a six-inch curb, walk a straight line, etc. Once we have completed this portion of the meeting, we will then conduct a training session for all current and prospective Crossing Guards.

**Training-** Training has been a cornerstone in the development and expansion of ACMS. We continue to learn and to incorporate new methods and standards of training into our organization. Our goal has been to elevate the level of and accountability for training throughout our organization. We continue to revise and update our training program, procedures and monitor our results.

Our training begins by giving all Crossing Guards a clear understanding of the goals, expectations, and responsibilities of a School Crossing Guard. To that end, we have consolidated over 38 years of experiences and information into our "**Employee Handbook for School Crossing Guards**". This manual informs and instructs Crossing Guards on a variety of issues including personal conduct, crossing procedures, professional responsibility, emergency procedures, training requirements and problem resolution. Each new and prospective Crossing Guard is issued the handbook to begin the training portion of the meeting.

A designated Trainer will oversee this initial training session. They will do active demonstrations, encourage participation, and possibly show a training video. Our training goal for this meeting will be to consolidate our fundamental procedures and policies into a three (3) hour time slot. During this initial orientation/training meeting we will focus on key sections of the Employee Handbook including personal conduct, techniques, and policies.

Another effective training tool we will use during this session is our **Field Training Card**. The Field Training Card is a pocket size instruction card which gives step by step instruction on our crossing procedures.

At the conclusion of the training portion of this meeting we will: 1. Review all work schedules with the current Crossing Guards. 2. Issue equipment to all current Crossing Guards. 3. Process and issue Picture ID Cards 4. Provide Supervisory contact information to all Crossing Guards. 5. Further screen and work with all prospective Crossing Guards. 6. Interview prospective Supervisors.

From this point forward, training is an ongoing process for all Crossing Guards employed by ACMS. In addition to the normal site visits by the Area Supervisor, all employees receive a follow-up **Site Performance Evaluation** 30 to 60 days after their initial employment.

The Supervisor conducts Site Performance Evaluations at the intersection where the Crossing Guard normally works. Each Crossing Guard is given a "Site Performance Evaluation" during the school year. This evaluation is used as an instructional tool to validate correct procedures and correct inappropriate procedures. Any Crossing Guard receiving a low score on a Site Performance Evaluation are re-evaluated within 30 days.

ACMS will provide a copy of our training curriculum to City of Midland and welcome City personnel who will be working with the program to attend the orientation meeting. At this meeting, our Operations team can meet with key City personnel to discuss our management process.



## Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and National Operations Manager will work together (with input from the City of Midland) to establish specific program objectives and expectations. These Senior Managers then work directly with your Operations/Program Manager and Area Supervisor to implement the management plan.

The Program Manager along with your local Area Supervisor has responsibility for the direct management of the Crossing Guards and together they will ensure the City's operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Program Manager. In addition to verbal training and counseling, these managers are supported by the use of **Field Training Check Lists, Field Training Cards, Site Performance Evaluations**, and independent Field Observations. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City or School representative.

Background checks will be completed on all potential employees as allowed by Texas state law. Successful completion of the background check and Social Security verification via E-Verify is required prior to the employee being hired. ACMS will comply within the Equal Employment Opportunity Commission guidelines when making hiring decisions based on criminal records.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management. ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our School Crossing Guard Employee Manual.

Internal minimum passing standards along with the City's established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of Texas Penal Code or which requires registration under Texas Penal Code
- Conduct which requires registration under the Texas Health and Safety Code.
- Any offense involving the use of force or violence upon another person.
- Any offense involving theft, fraud, dishonesty, or deceit.

- Any offense involving the manufacture, sales, possession, or use of a controlled substance.
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Midland Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported within two (2) hours. ACMS shall furnish a written report within five (5) workdays after the date of the incident.

Communications with individual school sites is facilitated by the Field Supervisor. Personal visits are made regularly (minimum quarterly) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed, making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

ACMS management will meet with City representatives for periodic reviews as requested to ensure operational effectiveness.

ACMS Area Supervisors are in the field daily when crossings are covered by the guards, and they ensure all guards arrive on time and are ready for duties as scheduled. ACMS has developed a Crossing Guard “App” that is geo-fenced, which only allows guards to clock in once they are actually on site. This “App” will indicate when a crossing guard is on site and more importantly, allows ACMS to quickly identify when a guard is not on site. This “App” will allow ACMS to not only quickly determine where staffing efforts are needed most but will also improve our billing and invoicing accuracy. Our billing/invoicing is tied to our payroll and by having a more efficient process for timekeeping, should eliminate potential billing inaccuracies.

## **Recruitment and Staffing**

ACMS Managers would assess additional **staffing** needs of the City of Midland program after meeting with your agency and again following our initial orientation and training meeting. We would then focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **the recruitment** of new Crossing Guards. As a part of our Staffing strategy, we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards.
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of ensuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or no show for duty.

**Supervisor Teams** – The City of Midland crossing guard program would continue to benefit from our presence in nearby cities such as the City of Odessa. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other. This has resulted in alternates guards getting more hours as they are “shared” with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

**Employee Retention:** To enhance employee satisfaction and support our retention efforts, ACMS reviews guards wage rates annually in an effort to continually remain competitive in the local labor market. If contractual and budget requirements allow, we plan to offer small wage increases annually based upon performance and tenure.

We also provide publicized employee recognition through our Crossing Guard of the Year programs and Length of Service Awards. Additionally, we provide local Area Supervisors and a small budget for employee socials.

## Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 38 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero-tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***“Employee Handbook for School Crossing Guards”***. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employees’ progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory, and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employee’s readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

## **ACMS Scope of Services**

1. All City Management Services, Inc. will handle the Crossing Guard services for the City of Midland for a two (2) year period; to commence on or around June 1, 2024 to May 31, 2025. This agreement may be renewed under same terms for three (3) additional School Years (2025-2026, 2026-2027, and 2027-2028) upon written consent of both parties.
2. ACMS will provide sixty (60) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS is an independent Consultant and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City of Midland.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by City and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, a felony for violent crimes, or a felony for crimes against children.
5. ACMS shall pre-screen applicants and applicants considered acceptable must be fingerprinted for criminal history check through the FBI National Crime Information Center; State of Texas, Department of Justice including Child Abuse Central Index. All background check information must be provided to the City of Midland for review and approval before deploying adult crossings guards to posts.
6. The City of Midland shall accept or reject applicants for Adult Crossing Guard within a reasonable amount of time after the applicant has been fingerprinted. ACMS shall be notified as to any person who did not meet the screening standards.
7. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. Training standards shall include procedures for reporting safety violations and actions to be taken in the event of an accident.
8. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of Texas; County Sheriff's Office and City of Midland pertaining to general pedestrian safety and school crossing areas.

9. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.
10. ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties.
11. ACMS shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this agreement.
12. ACMS shall monitor, supervise, and assure the safety of all school children who utilize intersections and crosswalks while moving to and from school zones.
13. ACMS Crossing Guards will report to Police Department the license plate numbers of motor vehicles who violate traffic laws or Crossing Guard instructions.
14. ACMS shall establish a liaison with the school district(s) to monitor changes in school schedules. ACMS shall report these changes to the City of Midland Supervisor.
15. ACMS shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.

#### **8.4 Requested Attachments**

- *References*
- *Resumes*
- *Financial Information*
- *Quote Sheet/Service Questionnaire*
  - *Client Worksheet*
- *Background Check Compliance Certification*
  - *Conflict of Interest Questionnaire*
    - *Affidavit of Eligibility*
    - *Addendums #1 - #4*
  - *Signed Execution of Offer*





## ALL CITY MANAGEMENT SERVICES

### References for Crossing Guard Services

(All listed references are current clients)

**City of Dallas, TX (Since 2018)**

**Contact:** Tameka Harris, Manager

**Address:** 1500 Marilla St. 3FN,  
Dallas, TX 75201

**Phone:** 214 670 3277

**Email:** [theresa.mackey@dallas.gov](mailto:theresa.mackey@dallas.gov)

Providing crossing guard services for 410 locations.

**City of Fort Worth, TX (Since 2017)**

**Contact:** Rashad Jackson, Manager

**Address:** 5001 James Avenue  
Fort Worth, TX 76115

**Phone:** 817 392 7776

**Email:** [rashad.jackson@fortworthtexas.gov](mailto:rashad.jackson@fortworthtexas.gov)

Providing crossing guard services for 284 locations.

**New Braunfels ISD, TX (Since 2017)**

**Contact:** Stephen Brown, Safety Director

**Address:** 1000 N. Walnut  
New Braunfels, TX 78130

**Phone:** 830 626 5670

**Email:** [stephenbrown@nbsisd.org](mailto:stephenbrown@nbsisd.org)

Providing crossing guard services for 16 locations.

**City of Odessa, TX (Since 2015)**

**Contact:** Jo Ann Samaniego, Director

**Address:** 411 W. 8<sup>th</sup> Street  
Odessa, TX 79760

**Phone:** 432 335 3252

**Email:** [jsamaniego@odessa-tx.gov](mailto:jsamaniego@odessa-tx.gov)

Providing crossing guard services for 40 locations.

**Highland Park ISD, TX (Since 2016)**

**Contact:** Mark Rowden, ISD Chief of Police

**Address:** 7015 Westchester Dr.,  
Dallas, TX 75205

**Phone:** 214 780 3005

**Email:** [rowdenm@hpsisd.org](mailto:rowdenm@hpsisd.org)

Providing crossing guard services for 32 locations.

**Corpus Christi ISD, TX (Since 2014)**

**Contact:** Kirby Warnke, ISD Chief of Police

**Address:** 4401 Greenwood St.,  
Corpus Christi, TX 78416

**Phone:** 361 878 2851

**Email:** [Kirby.warnke@ccisd.us](mailto:Kirby.warnke@ccisd.us)

Providing crossing guard services for 27 locations.

**City of Carrollton, TX (Since 2014)**

**Contact:** Patricia Nail, Police Administration

**Address:** 1945 E. Jackson Road  
Carrollton, TX 75006

**Phone:** 972 466 3531

**Email:** [patricia.nail@cityofcarrollton.com](mailto:patricia.nail@cityofcarrollton.com)

Providing crossing guard services for 34 locations.

**Grand Prairie, TX (Since 2021)**

**Contact:** Ryan Simpson, Fiscal Manager

**Address:** 1525 Arkansas Ln.,  
Grand Prairie, TX 75052

**Phone:** 214 546 4371

**Email:** [rsimpson@gptx.org](mailto:rsimpson@gptx.org)

Providing crossing guard services for 81 locations.

**The Colony, TX (Since 2018)**

**Contact:** Jay Goodson, Assistant Chief of Police

**Address:** 5151 N. Colony Blvd.,  
The Colony, TX 75056

**Phone:** 972 624 3938

**Email:** [jgoodson@thecolonytx.gov](mailto:jgoodson@thecolonytx.gov)

Providing crossing guard services for 19 locations.

**Bryan, TX (Since 2021)**

**Contact:** Jerrett Williams, Sergeant

**Address:** 303 E. 29<sup>th</sup> St.,  
Bryan, TX 77803

**Phone:** 979 209 5392

**Email:** [jwilliams@bryantx.gov](mailto:jwilliams@bryantx.gov)

Providing crossing guard services for 20 locations.

*With over 310 nationwide clients, we would be happy to supply additional references if needed.*

10440 Pioneer Blvd., Suite 5 \* Santa Fe Springs \* CA \* 90670 \* PHONE (310) 202 -8284 \* FAX (310) 202 -8325

**PATRICIA J. POHL**  
**21896 Red River Drive, Lake Forest, CA 92630 • 310.877.7045**

## **WORK HISTORY**

**2010 to present**      All City Management Services, Inc.  
10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, California 90670

**Vice President of Operations:** Full responsibility for the planning, direction and coordination of all field-based leadership personnel nationwide (250+). Accountable for development and implementation of cost-effective procedures to meet current and future company needs. Responsible for all aspects of operations to ensure successful compliance with policies and procedure resulting in achieving optimum safety standards.

**1998 to 2010**      All City Management Services, Inc.  
1749 South La Cienega Blvd.  
Los Angeles, California 90035

**Operations Manager:** Accountable for management of day-to-day operations of field 50+ area supervisors. Responsible for development, implementation and compliance for all training programs as well as Safety Certification standards for all Crossing Guards.

**1994 to 1998**      All City Management Services, Inc.  
1749 South La Cienega Blvd.  
Los Angeles, California 90035

**Area Supervisor:** Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

**1967 to 1994**      Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager:  
Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

## **PROFESSIONAL ASSOCIATIONS**

Previously invited to serve as the only private sector representative on:  
California Crossing Guard Training Expert Review Panel  
Safe Routes to School Technical Assistant Resource Center (SRTS TARC) a project of California Active Communities within the California Department of Public Health (CDPH)

Previously retained as Expert Witness and Person Most Knowledgeable in several litigations related to personal injury accidents involving School Crossing Guards.

Florida Department of Transportation  
School Crossing Guard Trainer Certification, currently status; active

# Kimberly M. Brooks

15607 W. 83<sup>rd</sup> Street • Lenexa, KS 66219 • (913)952-9159  
kim@thecrossingguardcompany.com

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## NATIONAL OPERATIONS MANAGER

Proven advocate for pedestrian safety by effectively administering company policies and procedures to employees. Operations leader that utilizes training and mentoring techniques to develop continuous improvement efforts with Regional Managers toward staff development.

Skilled in organizing staff and planning for complete site coverage. Effective in recruiting from various sources and using system planning to align resources. Excellent communicator capable of building relationships with clients, supervisory staff, guards, and internally at any organizational level.

- |                         |                        |
|-------------------------|------------------------|
| ✓ Client engagement     | ✓ Safety focused       |
| ✓ Recruiting & Training | ✓ Coaching & Mentoring |
| ✓ Relationship Builder  | ✓ Problem-solver       |

## Professional Experience

### ***ALL CITY MANAGEMENT SERVICES***

**2016 to Present**

#### **Regional Support Manager – May 2020 to Present**

- Responsible for overseeing the day-to-day functions of the Regional Manager.
- Identify challenge programs in cooperation with Regional Manager.
- Oversee Client Relationships.
- Assist in the development and transition of new programs.

#### **National Advertising and Recruiting Coordinator – February 2018 – May 2020**

- Manage advertising and nationally.
- Recruit, hire and train Recruiting Coordinators to build relationships within their community.
- Collaborate directly with Regional Manager to combat staffing issues within areas directly.
- Develop new strategies for recruiting.

#### **Regional Supervisor – September 2016 to 2018**

- Administer policies through training of supervisory staff and monitoring compliance of guard performance.
- Serve as liaison with contracting point of contacts and company to communicate and resolve any operational issues such as site modifications and pedestrian counts.
- Oversee programs covering over 200 sites in Kansas, Missouri and Iowa.
- Other duties include approving payroll, onboarding and training employees.

#### **Area Supervisor – July 2016 to 2018**

- Recruit, train and staff crossing guards in the City of Lenexa.
- Overall administrative functions for the area.

# Kimberly M. Brooks

## ***SECURITAS***

**2015 to 2016**

### **Crossing Guard – August 2015 to May 2016**

- Conduct safe crossings for pedestrians.

## ***VARIOUS DENTAL PRACTICES***

**1992 to 2013**

### **Expanded Functions Dental Assistant – 9 years**

- Expanded functions include placing composite and amalgam fillings, polishing fillings, packing retraction cord, taking impressions for crowns, bite splints, and making temporary crowns.
- Working with children that have special needs.
- Charting treatment plans and patient chart maintenance.
- Dietary, preventive and treatment consultations with patients.

### **Dental Assistant – 12 years**

- Chair-side duties include assisting in all procedures including fillings, crown preps, root canals and surgical extractions.
- Scheduling appointments, creating treatment plans and presenting them to patients.
- Supply management, equipment repairs and maintenance. Maintain OSHA standards.

## **Education and Training**

Johnson County Community College  
Prerequisites for Dental Hygiene

State of Pennsylvania  
Certificate of Radiology

York Vocational Technical School  
Dental Assistant Technical School

# Kimberly Jean Craig

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## Professional Experience

**07/2017 to present** All City Management Services - Santa Fe Springs CA

**Texas Operations Manager.** Responsible for a Supervisory team of 33 Area Supervisors, 3 field Supervisors, two hiring agents, and 1000+ School Crossing Guards. Ensuring the field team continues to strive for excellence and is compliant with all company policies and procedures.

**07/2011 to 07/2017** All City Management Services -Santa Fe Springs CA

**California Regional Manager.** Responsible for a Supervisory team of 10 Area Supervisors, 1 field supervisor and 350 School Crossing Guards. Maintaining safety and our client's confidence as our highest priority.

**05/2008 to 06/2011** All City Management Services – Santa Fe Springs CA

**Area Supervisor.** Supervision of 48 to 100 crossing guards in numerous cities. Responsible for interviewing, hiring, training, payroll, terminations, complaints, and maintaining core values.

**11/2001 to 02/2006** Walmart Super Center – Santa Fe Springs CA

**Specialty Manager.** Delivered excellent customer service by greeting and assisting each customer. Reorganized the sales floor to meet company and trend demands. Addressed and corrected sales staff in positive manner.

**01/1996 to 11/2001** Super Kmart – La Habra CA

**Safety Coordinator.** Developed the first Safety Coordinator program in the company. Responsible for training all Safety Coordinators in my district. Worked with Loss Prevention and Workers Comp to lower employee and customer accidents.

**02/1996 to 02/1993** Modern Concepts Dentistry- Montebello CA

**Dental Assistant.** Sole Dental Assistant in a busy dental office. Responsible for all office functions, scheduling, invoices, oral examines, assisting in surgeries, and x-rays.

## Education.

1992 North West College Dental Assistant

## QUOTE SHEET/SERVICE QUESTIONNAIRE

1. Please indicate the hourly rate(s) you would charge for the services outlined in the enclosed draft contractual agreement (please note that it is the City of Midland's understanding that persons employed as School Crossing Guards in the State of Texas must be carried under Workers Compensation Code 7720 – If you are not going to carry these individuals under Code 7720 please provide written justification.)

Rate: \$19.08

2. Please provide background information regarding your company; include company name, state of incorporation, location of headquarters office, location of office(s) that would service the City of Midland in regard to this agreement, and identify the key personnel involved in delivering these services.

All City Management Services, Inc. was incorporated in the State of California in 1985. Our corporate office is located at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670. ACMS has an office in Texas at 4775 W. Teco Ave., Arlington, TX 76011, and our Texas Operations Manager Kimberly Craig will be the direct point of contact for the City of Midland Crossing Guard program.

3. Does your local office have any experience in providing groups of non-clerical employees of temporary services similar to those requested by the City of Midland? Yes  
If yes, please explain.

The ACMS Texas office located in the City of Arlington, TX provides similar services requested by the City of Midland. Our clients that are serviced from this location are the City of Fort Worth, City of Dallas, City of Irving and the City of Carrollton.

4. Please describe your plan for providing the services outlined in the enclosed agreement. Include type and level of supervision, quality control methodology, policies regarding attendance, training/orientation activities, plan for covering crosswalk areas when absences occur.

ACMS employs a team concept of management which results in efficient field operations as well as providing multifaceted responses to potential issues. Area Supervisors will ensure guards performance is compliant with City safety standards through regular site visits. ACMS quality assurance team will conduct unannounced field observations to ensure that all levels of training is being reinforced and practiced daily. Our Area Supervisors are supported by our Texas Operations Manager, National Operations Manager and Vice President of Operations. This additional support ensures that our clients receive the highest level of service and allows ACMS to be highly responsive to client requests. ACMS has a 24/7 emergency dispatch for call outs, a strict no call, no job policy and call outs are required to be provided a minimum 1.0 hour prior to start of a guards shift. ACMS also has developed a "Crossing Guard App" that is geofenced to each location in the City of Midland Crossing Guard program. This "App" allows guards to clock in and out on their smartphones and allows the Area Supervisor to quickly identify when a guard has not arrived on site. This "App" allows ACMS to efficiently identify and staff locations that are not staffed.

5. What type of monthly summary report would you be able to provide the City of Midland. Please include a sample or describe.

With each bi-weekly invoice ACMS will provide a listing of the locations, coverage times where services were provided, the names of the guards working and the names of relief/substitute guards who covered a site due to a call out. ACMS can also provide additional details on any re-training(s) that was provided during the month. (including performance evaluations, quality assurance assessments and corrective action reports)

6. Can you provide any or all of the pre-employment testing referenced under section 6 of the agreement document (drug and alcohol testing, physical exams, and criminal background checks)? If yes, is this cost included in your quote? If not, what would the additional cost be (per person)?

ACMS will meet all background clearance requirements outlined in item #6 of the services contract. We will conduct National and State Criminal and Sex Offender Checks, conduct Physical Assessments ensuring the guards are physically able to conduct the duties of a School Crossing Guard, conduct in-field Drug and Alcohol testing annually and conduct random Drug and Alcohol testing during the course of the school year.

7. Please provide name, address, and phone number of 3 references you would like us to speak to in regard to your ability to deliver the services outlined in the draft agreement.

City of Dallas - Tameka Harris (214 670 4260) 1500 Marilla Street, Dallas, TX 75201

City of Fort Worth - Rashad Jackson (817 392 8776) 5001 James Avenue, Fort Worth, TX 76115

City of Odessa - Jo Ann Samaniego (432 335 3252) 411 W. 8th Street, Odessa, TX 79760

RFP for School Crossing Guard Services

Client Worksheet 2024-2025

Billing Rate for 2024/2025: \$ 19.08 / hourly

City of Midland  
P.O. Box 1152  
Midland, TX 79702

KEY:

Traditional Calendar:

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

|    |                                                                         |               |   |            |   |                     |   |                     |
|----|-------------------------------------------------------------------------|---------------|---|------------|---|---------------------|---|---------------------|
|    |                                                                         | <u>228</u>    |   | <u>180</u> |   | <u>\$19.08</u>      | = | <u>\$783,043.20</u> |
| 57 | Sites at 4.0 hrs per day with regularly scheduled early released days   | Total Hrs/day | X | days/yr    | X | Hourly Billing Rate |   |                     |
|    |                                                                         | <u>16.5</u>   |   | <u>180</u> |   | <u>\$19.08</u>      | = | <u>\$56,667.60</u>  |
| 3  | Sites at 5.5 hrs per day with no regularly scheduled early release days | Total Hrs/day | X | days/yr    | X | Hourly Billing Rate |   |                     |

TOTAL ANNUAL PROJECTED COST \$839,710.80



## **RFP for School Crossing Guard Services**

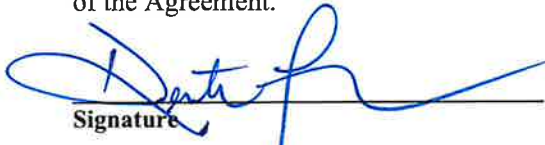
## School Crossing Guards Background Check Compliance Certification

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On behalf of All City Management Services, Inc. ("Contractor"), I, the undersigned authorized signatory for Contractor, hereby certify to the City of Midland, Texas (the "City") that:

- (1) Contractor has fully complied with the requirements of Section 6 of that certain Agreement for Provision of Temporary Employment Services for School Crossing Guards for the City of Midland dated \_\_\_\_\_ (the "Agreement").
- (2) Contractor has performed all criminal background checks on all school crossing guards ("Guards") prior to commencing work for the City as required by Section 6 of the Agreement.
- (3) Contractor has required all Guards to undergo drug and alcohol testing and physical exams prior to commencing work for the City as required by Section 6 of the Agreement.
- (4) Contractor has determined that each Guard is fully qualified to perform his or her duties.
- (5) Contractor has determined from the results of the criminal background checks, drug and alcohol testing, and physical exams that each Guard is fully capable of performing his or her duties and will create and promote a safe environment for children.
- (6) If Contractor receives information that a Guard who performs work under the Agreement has a reported criminal history, Contractor will immediately remove the Guard from his or her duties and notify the City in writing thereof within three (3) business days.
- (7) Contractor agrees to provide this certification at any time during the term of the Agreement upon the City's request.

Noncompliance or misrepresentation regarding this certification may be grounds for termination of the Agreement.

  
\_\_\_\_\_  
Signature

Demetra Farwell  
Printed Name

Corporate Secretary / Director of H.R.  
Title

4/22/24  
\_\_\_\_\_  
Date

# 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.

All City Management Services, 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.)

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

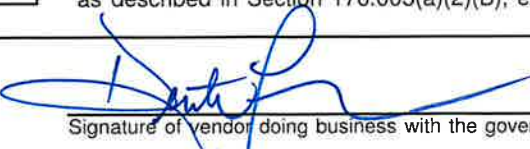
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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   
Signature of vendor doing business with the governmental entity

  
Date

## 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: Not Applicable

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: \_\_\_\_\_



*Over thirty years of experience in providing communities with  
PROFESSIONAL SCHOOL CROSSING GUARD SERVICES*

ALL CITY MANAGEMENT SERVICES



## 24003350 Crossing Guard

### Addendum # 1

#### Questions and Clarifications for Crossing Guards

RFP proposal updates to Section 5.3.1.2 and Section 7.1.2. it should read:

*5.3.1.2 These references should include City government and universities where the offeror, preferably within the last five (5) years, has successfully provided ~~janitorial~~ Crossing Guard services*

*7.1.2 Manpower/ Staffing Process- Vendor must provide a detailed response to staffing and personnel that will be providing services. This includes providing information for Crossing Guards for sixty (60) locations plus extra for no shows and supervisory staff that are qualified to fulfill and abide by specifications and who have shown experience in ~~janitorial~~ Crossing Guards Services (35%)*



## 24003350 Crossing Guard

### Addendum # 2

#### Questions and Clarifications for Crossing Guards

What are the current rates paid to the Crossing Guards and/or hourly rates charged to the City?

*The hourly rates are \$20.44.*





## 24003350 Crossing Guard

### Addendum # 3

#### Questions and Clarifications for Crossing Guards

**What is the current hourly wage for Crossing Guards?**

*Vendor invoices the City of Midland \$15.03 hourly, but Vendor sets the pay rates to the Crossing Guards.*

**What is the supervisor rate of pay?**

*Unknown actual hourly rate. Vendor sets the pay rates.*

**Do all the Crossing Guards currently receive the same hourly wage, if not, can a breakdown of wages per tier be provided?**

*Unknown if tier system in place.*

**Are all sites currently staffed or are there any open/vacant sites that require immediate staffing?**

*All sites are currently staffed.*



## 24003350 Crossing Guard

### Addendum # 4

#### Questions and Clarifications for Crossing Guards

**Does the bidder need to provide vests and stop signs?**

*Yes, Bidder must provide all equipment needed.*

**The School Crossing Guards Background Check Compliance Certification appears to be intended for the selected vendor, as opposed to proposing vendors. Does this form need to be signed and included in vendor proposals?**

*No, it does not need to be included in the vendor proposal. It will need to be signed by the selected vendor.*

| 24003350 Crossing Guards<br>Bid Opening: April 24, 2024 |                                                                           |                      |                              |                              |                                                |                                                       |                                      |                                                |                                      |                                                           |                                      |                                   |                                      |
|---------------------------------------------------------|---------------------------------------------------------------------------|----------------------|------------------------------|------------------------------|------------------------------------------------|-------------------------------------------------------|--------------------------------------|------------------------------------------------|--------------------------------------|-----------------------------------------------------------|--------------------------------------|-----------------------------------|--------------------------------------|
|                                                         |                                                                           |                      |                              |                              |                                                | All City Management<br>Services, Inc.<br>\$839,710.80 |                                      | Crossing Guard<br>Services LLC<br>\$841,031.10 |                                      | Texas Public Safety<br>and Investigations<br>\$924,210.00 |                                      | The Unit Staffing<br>\$880,200.00 |                                      |
|                                                         |                                                                           |                      |                              |                              | Total Cost                                     |                                                       |                                      |                                                |                                      |                                                           |                                      |                                   |                                      |
| #                                                       | Items                                                                     | Quantity<br>Required | Total<br>Hours<br>per<br>Day | Total<br>Days<br>per<br>Year | Total<br>Hours<br>for<br>the<br>School<br>Year | Hourly<br>Billing<br>Rate                             | Total<br>Annual<br>Projected<br>Cost | Hourly<br>Billing<br>Rate                      | Total<br>Annual<br>Projected<br>Cost | Hourly<br>Billing<br>Rate                                 | Total<br>Annual<br>Projected<br>Cost | Hourly<br>Billing<br>Rate         | Total<br>Annual<br>Projected<br>Cost |
| 1                                                       |                                                                           |                      |                              |                              |                                                |                                                       |                                      |                                                |                                      |                                                           |                                      |                                   |                                      |
| #1-1                                                    | Sites at 4 hours per day with regularly scheduled early release days      | 57                   | 228                          | 180                          | 41040                                          | \$ 19.08                                              | \$783,043.20                         | \$19.11                                        | \$784,274.40                         | \$21.00                                                   | \$861,840.00                         | \$20.00                           | \$820,800.00                         |
| 2                                                       |                                                                           |                      |                              |                              |                                                |                                                       |                                      |                                                |                                      |                                                           |                                      |                                   |                                      |
| #2-1                                                    | Sites at 5.5 hours per day with no regularly scheduled early release days | 3                    | 16.5                         | 180                          | 2970                                           | \$ 19.08                                              | \$56,667.60                          | \$19.11                                        | \$56,756.70                          | \$21.00                                                   | \$62,370.00                          | \$20.00                           | \$59,400.00                          |

**Bid Summary**

14 Bid requests were issued  
4 Bids are listed above  
1 Bid was unresponsive  
0 NO BIDS were received  
9 Bidders did not respond

# Crossing Guard Services

[Scoring Summary](#)

[Bid Table Summary](#)

[Reviewer Scores](#)

## Scoring Summary

Scores

Rank

### Active Submissions

[View Proposal Analysis](#)

Show/Hide

Search...

| Supplier                               | Total     | Manpower/ Staffing Process | References  | Quality and Program Management | Transition Plan | Price                    |
|----------------------------------------|-----------|----------------------------|-------------|--------------------------------|-----------------|--------------------------|
|                                        | / 100 pts | / 35 pts                   | / 25 pts    | Plan<br>/ 10 pts               | / 5 pts         | / 25 pts                 |
| All City Management Services, Inc.     | 93.75 pts | 30.75 pts                  | 24.75 pts   | ⚠ 8.75 pts                     | 4.50 pts        | 25 pts (\$839,710.80)    |
| Crossing Guard Services LLC            | 80.46 pts | ⚠ 27 pts                   | 17 pts      | ⚠ 7 pts                        | ⚠ 4.50 pts      | 24.96 pts (\$841,031.10) |
| The Unit Staffing                      | 73.85 pts | ⚠ 25 pts                   | ⚠ 15 pts    | 5.75 pts                       | ⚠ 4.25 pts      | 23.85 pts (\$880,220.00) |
| Texas Public Safety and Investigati... | 70.71 pts | 25 pts                     | ⚠ 15.67 pts | ⚠ 6.33 pts                     | ⚠ 1 pts         | 22.71 pts (\$924,210.00) |

Click a proposal to view its individual scores

Show Eliminated Submissions (1)

Powered by  Bonfire

**AGREEMENT FOR PROVISION OF TEMPORARY  
EMPLOYMENT SERVICES FOR SCHOOL CROSSING GUARDS  
FOR THE CITY OF MIDLAND  
#24003350**

This 29<sup>th</sup> day of May 2024, the City of Midland, Texas, (“City”), and All City Management Services, Inc. (“Contractor”), do hereby enter into this Agreement for personnel services where Contractor will provide persons to work as crossing guards during the Midland Independent School District (“MISD”) academic year.

1. **Term:** The term of this Agreement shall commence on June 1, 2024 and run through May 31, 2025. Thereafter, this Agreement may be extended, at the option of City, for a term of no longer than one (1) year. The number of additional one (1) year extensions agreed to shall be limited to three (3).
2. **Personnel Provided by Contractor:** Contractor agrees to provide City with not less than sixty (60) people to serve as temporary personnel who shall be qualified to perform the duties customarily required of a school crossing guard (“Temps” or “Guards”). Each Temp shall be available to work not less than four (4) hours each day that MISD is in session during the regular school calendar year with the exact hours and locations to be established by City; provided, however, that each Temp shall be required to be available earlier than the regularly scheduled times on at least six (6) dates to be determined by MISD.
3. **Reduction of Personnel:** City may, at its option and without penalty and cost, reduce the number of Guards required in Paragraph 2, above, by providing notice to Contractor not later than three (3) calendar days prior to the effective date of the reduction. Contractor shall be solely responsible for selecting which Guards shall be terminated from service with City pursuant to this reduction.
4. **Increase of Personnel:** Contractor agrees upon written request of City to use best efforts to provide additional personnel to City in the event City requires crossing guards in excess of the sixty (60) described in Paragraph 2. City agrees to pay Contractor an additional \$19.08 per person per hour for each additional Temp provided pursuant to this Paragraph.
5. **Dismissal of Personnel by City:** Upon written request of City’s representative, Contractor shall remove and use its best efforts to replace any Temp assigned by Contractor to perform services for City under this Agreement found by City to be unsatisfactory. Contractor’s

fee shall be reduced by \$19.08 per person per hour for each hour that a position remains unfilled by a replacement Temp. Contractor shall be in default of this Agreement if any position remains open more than two (2) school days after receiving notice of the request for replacement of a Temp.

6. **Background Check:** Contractor shall perform local and national criminal background checks on all potential Guards prior to commencing work for City. Said criminal background checks shall include a multi-state/multi-jurisdictional criminal records locator, or other similar commercial nation-wide database with validation (primary source search), and National Sex Offender Registry database. Potential Guards shall also be required to undergo drug and alcohol testing and physical exams prior to commencing work for City. Prior to rendering any services under this Agreement and upon receiving a request by City to do so at any time during the term, Contractor shall provide City's Director of Administrative Services with a certification of compliance, in a form acceptable to City, that Contractor has met the requirements of this Section and is in compliance hereof.

7. **Training and Supervision of Guards:** City shall be solely responsible for controlling all Guards assigned to provide services to City pursuant to this Agreement. City shall also be solely responsible for providing Guards all equipment required by City to perform this Agreement.

8. **Hiring and Discharge of Personnel:** Contractor shall have the sole right to hire or discharge Guards assigned to work under this Agreement; provided, however, Contractor shall be in default of this Agreement if a Temp is discharged by Contractor or a Temp resigns and said Temp is not replaced by another Temp by the second school day following such discharge or resignation.

9. **Payment of Personnel:** Contractor shall be solely responsible for establishing and paying all wages and salaries due the Guards for work performed pursuant to this Agreement. Contractor shall further be solely responsible for payment of all payroll taxes, FICA, and State and or Federal unemployment taxes related to Contractor's employment of the Guards assigned to work under this Agreement.

10. **Contractor's Fee:** City agrees to pay Contractor for services rendered pursuant to this Agreement the sum \$839,710.80 (\$19.08 per hour, per guard) during the contract period. Contractor shall bill a minimum of four (4) hours per guard, per school day unless contractor fails to perform service. The fee paid by City shall be inclusive of all costs related to obtaining the Guards from Contractor, including, but not limited to, amounts related to Contractor's

provision of workers' compensation coverage pursuant to Paragraph 12. Payment shall be made to Contractor not later than thirty (30) days after receipt of invoice from Contractor for services performed by Guards during the calendar month immediately preceding the issuance of the invoice. All payments shall be made to Contractor at Contractor's office address shown below.

11. **Disputed Amounts:** If upon receipt of an invoice, City disputes any amounts purportedly due under said invoice, Contractor shall provide, upon request of City, supporting documentation for such fees, including, but not limited to, copies of any time sheets or similar documents completed by Guards assigned to this Agreement. In case of dispute, City agrees to pay undisputed amounts in accordance with Paragraph 10, above. Upon resolution of differences over any disputed amounts, City agrees to pay the amount due based upon the agreed resolution not later than five (5) business days or the due date of the original invoice, whichever is later.

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Worker's Compensation: Statutory limits

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

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

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

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

provide for a waiver of subrogation in favor of 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 CONTRACTOR's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

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

13. **INDEMNITY: CONTRACTOR 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, 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 CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR 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.**

**CONTRACTOR 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 CONTRACTOR OR CONTRACTOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR 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.**

**CONTRACTOR AGREES THAT HE 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, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. CONTRACTOR, 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 CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN**

**THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, 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.**

14. **Notification of Guards Regarding Workers' Compensation Coverage:** Contractor shall provide written notification to every Temp assigned to work pursuant to this Agreement that statutory workers' compensation coverage is being provided by Contractor for injuries covered by the Texas Workers' Compensation Act, as amended, which are incurred while the Guards are under the direction and control of Contractor. No Temp shall commence work for Contractor under this Agreement until a copy of such notice, signed by the Temp, has been delivered to City's Director of Administrative Services.

15. **Default and Termination:** In addition to the events constituting default set forth in this Agreement, Contractor shall be in default of this Agreement upon failure of Contractor to comply with any other provision of this Agreement. City may, at its option, terminate this Agreement by providing written notice of default not later than ten (10) days prior to the proposed date of termination. Notwithstanding anything herein to the contrary, termination of this Agreement for default, shall not occur until Guards have been absent a total of twenty (20) hours during which crossing guard services are required.

16. **City's Representative:** City's representative for this Agreement shall be the Director of Administrative Services or the Director's designee.

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

18. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for agreement payments due under the agreement, then this agreement 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.

19. **Nonwaiver:** Failure of City hereto to declare any default immediately upon occurrence hereof, or delay in taking any action in connection therewith, shall not waive 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.

20. **Notice:** Any notice which may or shall be given under the provisions of this Agreement shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Mail, postage prepaid:

To City: City of Midland  
(Mailing Address) P.O. Box 1152  
Midland, TX 79702

(Physical Address) 300 North Loraine  
Suite 310  
Midland, Texas 79701

To Contractor: All City Management Services, Inc.  
(Fill in name/Address) 10440 Pioneer Boulevard, Suite 5  
Santa Fe Springs, CA 90670

21. **Severability:** This Agreement shall be construed in accordance with the laws of the State of Texas. If any clause or provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in meaning to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. **Alteration:** This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

23. **Entire Agreement and Binding Effect:** This Agreement constitutes the entire agreement between City and Contractor. No prior written or prior or contemporaneous oral promises or representations shall be binding. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

24. **Captions:** Paragraph captions herein are for convenience only and neither limit nor amplify the provisions of this Agreement.

25. **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.

26. **Termination Without Cause:** City may terminate this Agreement at will for no or any reason upon giving ninety (90) days written notice to Contractor. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Contractor has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

27. **Use of Other Agencies During This Agreement:** This Agreement applies solely to the use of temporary employees by City as school crossing guards and is in no way intended by the parties to obligate City to agreement with Contractor for temporary employees for any other purpose. City shall have the right under this Agreement to hire temporary employees from other contractors to be used as school crossing guards to fill in vacancies left by Contractor's inability to immediately assign one of its own employees to fill such vacancy.

28. **Compliance With Laws:** In the payment and employment of people to serve as Guards pursuant to this Agreement, Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances with respect to payment of minimum wages. Contractor shall not discriminate against people on the basis of race, sex, age, religion, national origin, or mental or physical disability in the application, hiring, termination, evaluation, or compensation of people assigned to work under this Agreement, and shall further comply with all laws, rules and regulations prohibiting such discrimination including but not limited to, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, and the Americans With Disabilities Act.

29. **RELEASE:** NOTWITHSTANDING ANY OTHER PROVISIONS, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL

DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

30. **WAIVER OF ATTORNEY FEES:** BY EXECUTING THIS AGREEMENT, CONTRACTOR 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. CONTRACTOR SPECIFICALLY AGREES THAT IF CONTRACTOR 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, CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

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

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

33. **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, Contractor or his legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred 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 Contractor will

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

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

34. **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.**

35. **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.

36. **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.

37. 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.

**38. 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.

**39. 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.

**40. 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.

**41.** 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 AS TO FORM ONLY:

\_\_\_\_\_  
John Ohnemiller, City Attorney

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF MIDLAND   §

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2024 personally appeared, \_\_\_\_\_, an officer of All City Management Services, 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 Texas

## Request for Proposals

**RFP 24003350**

**for**

Crossing Guards

*Proposals for this requirement will be accepted until 2:00 P.M. on April 24, 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.

SCHEDULE OF EVENTS

RFP 24003350

For

Crossing Guards

| Event                                                          | Date*            |
|----------------------------------------------------------------|------------------|
| Intended date for RFP Release.....                             | March 6, 2024    |
| Cutoff Date for inquiries and clarification.....               | April 12, 2024   |
| Proposal Due Date .....                                        | April 24, 2024   |
| Notification of Vendor Interviews/ Product Demonstrations..... | To Be Determined |
| Intended Date for Contract Award.....                          | May 28, 2024     |

\*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 offerors. 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 “the City”) is pleased to invite you to submit a proposal for Crossing Guards 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. 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  
PO BOX 1152  
Midland, TX 79702

OR

FAX: (432) 685-0523

Email: [purchasing@midlandtexas.gov](mailto:purchasing@midlandtexas.gov)

**1.10. 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.

**1.11. 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.

**1.12. 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.

### **1.13. ALTERNATE PROPOSALS**

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

### **1.14. SUBMITTING A SEALED PROPOSAL**

#### **1.14.1. Number of copies and Location:**

1.14.1.1. 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.

#### **1.14.2. Each Offeror who submits a proposal represents that:**

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

1.14.2.2. 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.

1.14.2.3. 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.

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

1.14.4. 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.

### **1.15. 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.

### **1.16. BONDING REQUIREMENTS**

Intentionally Omitted

### **1.17. 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 1.18 is optional based on whether or not subcontractors will be involved.)

## **1.18. SUBCONTRACTING**

**1.18.1. 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.**

**1.18.2. 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.**

## **1.19. INSURANCE REQUIREMENTS**

See Contract or Agreement

## **1.20. 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.

## **1.21. 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.

## **1.22. CONTRACT PROVISIONS AND TERMS**

### **1.22.1. Contract Execution**

1.22.1.1. 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.

### **1.22.2. Terms and Conditions**

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

### **1.22.3. 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.

**1.22.4. 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.

#### **1.22.5. 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.

#### **1.22.6. 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**

#### **Crossing Guard Specifications**

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

| <b>SCHOOL CROSSING GUARD LOCATIONS</b> |                                  |                                 |
|----------------------------------------|----------------------------------|---------------------------------|
| <b>SCHOOLS</b>                         |                                  | <b>LOCATIONS</b>                |
| 1                                      | ALAMO JR. HIGH/BONHAM ELEMENTARY | MIDLAND DR. @ STOREY AVE.       |
| 2                                      | ANSON JONES ELEMENTARY           | 5100 SHADYLANE DR.              |
| 3                                      | ANSON JONES ELEMENTARY           | ILLINOIS AVE. @ STONEYBROOK DR. |
| 4                                      | BONHAM ELEMENTARY                | BONHAM ST. @ CUTHBERT AVE.      |
| 5                                      | BOWIE ELEMENTARY                 | B ST. @ DOUGLAS AVE.            |
| 6                                      | BOWIE ELEMENTARY                 | A ST. @ ELK AVE.                |
| 7                                      | BUNCHE ELEMENTARY                | JACKSON ST. & PENNSYLVANIA AVE. |
| 8                                      | BURNETT ELEMENTARY               | CANYON DR. @ RUBY DR.           |
| 9                                      | BURNETT ELEMENTARY               | CANYON DR. @ RAYMOND RD.        |
| 10                                     | BUSH ELEMENTARY                  | PRESTON DR. @ WHITTLE WAY       |
| 11                                     | DE ZAVALA ELEMENTARY             | LOUISIANA AVE. @ LAMESA RD.     |

|    |                                  |                                   |
|----|----------------------------------|-----------------------------------|
| 12 | DE ZAVALA ELEMENTARY             | MESQUITE ST. @ LEE ST.            |
| 13 | EMERSON ELEMENTARY               | HAYNES AVE. @ LANHAM ST.          |
| 14 | EMERSON ELEMENTARY               | WARD ST. @ MOSS AVE.              |
| 15 | EMERSON ELEMENTARY               | HAYNES AVE. @ WARD ST.            |
| 16 | FANNIN ELEMENTARY                | NEELY AVE. @ LANHAM ST.           |
| 17 | FANNIN ELEMENTARY                | FANNIN AVE. @ LANHAM ST.          |
| 18 | FASKEN ELEMENTARY                | HOLIDAY HILL RD. & SHERWOOD DR.   |
| 19 | FASKEN ELEMENTARY                | SANDSTONE DR. & SHERWOOD DR.      |
| 20 | GEN.TOMMY FRANKS ELEMENTARY      | FT. WORTH ST. @ PARKER AVE.       |
| 21 | GEN.TOMMY FRANKS ELEMENTARY      | LAMESA RD. @ PARKER AVE.          |
| 22 | GREATHOUSE ELEMENTARY            | BRIARWOOD AVE. @ MATHIS ST.       |
| 23 | GREATHOUSE ELEMENTARY            | GREATHOUSE AVE. @ MATHIS ST.      |
| 24 | HENDERSON ELEMENTARY             | BENTWOOD DR. @ GRACELAND DR.      |
| 25 | HENDERSON ELEMENTARY             | GRACELAND DR. @ WILSHIRE DR.      |
| 26 | HILLANDER SCHOOL                 | I ST. @ WADLEY AVE.               |
| 27 | JANE LONG ELEMENTARY             | ABERDEEN DR. @ CEDAR SPRINGS DR.  |
| 28 | LAMAR ELEMENTARY                 | CRESTVIEW RD. @ ILLINOIS AVE.     |
| 29 | LAMAR ELEMENTARY                 | CRESTVIEW RD. @ KESSLER AVE.      |
| 30 | MIDLAND CHRISTIAN                | NORTHRUP DR. @ SINCLAIR AVE.      |
| 31 | MILAM ELEMENTARY                 | BARBER ST. @ DORMARD AVE.         |
| 32 | MILAM ELEMENTARY                 | WADLEY AVE. @ EDWARDS ST.         |
| 33 | MILAM ELEMENTARY                 | DORMARD AVE. @ EDWARDS ST.        |
| 34 | PARKER ELEMENTARY                | 3800 NORWOOD ST.                  |
| 35 | PARKER ELEMENTARY                | NORWOOD ST. @ ST. ANDREWS DR.     |
| 36 | PARKER ELEMENTARY                | MIDLAND DR. @ ST. ANDREWS DR.     |
| 37 | PEASE ELEMENTARY                 | BENTON ST. @ SCHARBAUER DR.       |
| 38 | RUSK ELEMENTARY                  | NEELY AVE. @ WEDGWOOD ST.         |
| 39 | RUSK ELEMENTARY                  | MCDONALD ST. @ NEELY AVE.         |
| 40 | SAM HOUSTON ELEMENTARY           | LOUISIANA AVE. @ "N" ST.          |
| 41 | SAM HOUSTON ELEMENTARY           | CUTHBERT AVE. @ "N" ST.           |
| 42 | SANTA RITA ELEMENTARY            | BLUEBIRD LN. @ WHITMAN DR.        |
| 43 | SANTA RITA ELEMENTARY            | 5306 WHITMAN DR.                  |
| 44 | SCHARBAUER ELEMENTARY            | CROWLEY BLVD. @ HEREFORD BLVD.    |
| 45 | SOUTH ELEMENTARY                 | BIG SPRING ST. @ DAKOTA AVE.      |
| 46 | SOUTH ELEMENTARY                 | COLORADO ST. @ W. NEW JERSEY AVE. |
| 47 | ST. ANN'S SCHOOL                 | "M" ST. @ TEXAS AVE.              |
| 48 | TRAVIS ELEMENTARY                | GIST AVE. @ JEFFERSON ST.         |
| 49 | TRAVIS ELEMENTARY                | ATLANTA ST. @ GIST AVE.           |
| 50 | YOUNG WOMEN'S LEADERSHIP ACADEMY | INDIANA AVE. @ TILDEN ST.         |
| 51 | YOUNG WOMEN'S LEADERSHIP ACADEMY | TILDEN ST. @ WALL ST.             |
| 52 | YARBROUGH ELEMENTARY             | LEGENDS BLVD. @ WAGNER DR.        |
| 53 | YARBROUGH ELEMENTARY             | RIVERFRONT DR. @ THREE RIVERS LN. |
| 54 | YARBROUGH ELEMENTARY             | AVALON DR. @ HALL OF FAME BLVD.   |

|    |                                     |  |
|----|-------------------------------------|--|
| 55 | LOCATION TO BE DETERMINED AS NEEDED |  |
| 56 | LOCATION TO BE DETERMINED AS NEEDED |  |
| 57 | LOCATION TO BE DETERMINED AS NEEDED |  |
| 58 | LOCATION TO BE DETERMINED AS NEEDED |  |
| 59 | LOCATION TO BE DETERMINED AS NEEDED |  |
| 60 | LOCATION TO BE DETERMINED AS NEEDED |  |

## 4. SAFETY

### **SAFETY OF THE COMPANY'S EMPLOYEES IS SOLELY 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.

## 5. VENDOR QUALIFICATIONS

### **5.1 INFORMATION VERIFICATION**

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

### **5.2 RIGHT TO REJECT**

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

### **5.3 VENDOR CAPABILITIES**

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

#### **5.3.1 References**

5.3.1.1 Offeror shall provide a minimum of 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.

5.3.1.2 These references should include City government and universities where the offeror, preferably within the last five (5) years, has successfully provided Crossing Guard Services.

#### **5.4.1 Vendor Stability**

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

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

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

5.4.1.4 Offerors shall specify how long the company submitting the proposal has been in business doing Crossing Guard Services.

## **6. EVALUATION PROCESS**

### **6.1 EVALUATION PROCEDURE**

#### **6.1.1 Committee Actions**

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

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

6.1.4 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.

### **7.1 EVALUATION CRITERIA**

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

7.1.1 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:

**7.1.2 Manpower/ Staffing Process-** Vendor must provide a detailed response to staffing and personnel that will be providing services. This includes providing information for Crossing Guards for sixty (60) locations plus extra for no shows and supervisory staff that are qualified to fulfill and abide by specifications and who have shown experience in Crossing Guard Services **(35%)**

**7.1.3 Price-** Price will be evaluated for fairness and reasonable costs **(25%)**

**7.1.4 References-** Vendors shall submit (3) business references, preferably from current customers **(25%)**.

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

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

## **8. PROPOSAL CONTENTS**

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

### **8.2 THE RFP RESPONSE**

### **8.3 THE BID TABLE**

### **8.4 REQUESTED ATTACHMENTS**

#### **8.4.1 References**

#### **8.4.2 Resumes**

#### **8.4.3 Financial Information**

#### **8.4.4 Signed Execution of Offer**

## **9. 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.

## EXECUTION OF OFFER

Date:

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

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

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

This offer consists of pages number 1 through 10.

Offeror/ COMPANY: All City Management Services, Inc.

SIGNATURE (INK): 

NAME: (TYPED/PRINTED) Demetra Farwell

TITLE: Corporate Secretary / Director of H.R.

STREET: 10440 Pioneer Boulevard, Suite 5

CITY/STATE/ZIP: Santa Fe Springs, CA 90670

TELEPHONE: 310-202-8284 FAX: 310-202-8325

E-MAIL ADDRESS: demetra@thecrossingguardcompany.com



# 2024-2025 Academic Calendar

## JULY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 30 | 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | 1  | 2  | 3  |

## AUGUST

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 28 | 29 | 30 | 31 | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

## SEPTEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 1  | 2  | 3  | 4  | 5  |

## OCTOBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 29 | 30 | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | 1  | 2  |

## NOVEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 27 | 28 | 29 | 30 | 31 | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

## DECEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | 1  | 2  | 3  | 4  |

## JANUARY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 29 | 30 | 31 | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | 1  |

## FEBRUARY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 26 | 27 | 28 | 29 | 30 | 31 | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 1  |

## MARCH

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 23 | 24 | 25 | 26 | 27 | 28 | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | 1  | 2  | 3  | 4  | 5  |

## APRIL

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 30 | 31 | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 1  | 2  | 3  |

## MAY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 27 | 28 | 29 | 30 | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

## JUNE

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 1  | 2  | 3  | 4  | 5  |

### First / Last Day of School

- 8/12: First Day of School
- 5/23: Last Day of School

### Bad Weather Days

- 3/7: Bad Weather Day
- 4/21: Bad Weather Day

### Summer Learning

- 6/2-6/26: Summer School

### New Teacher Academy

- 7/29: New Teacher Academy
- 7/30: New Teacher Academy

### End of Six Weeks

- 9/20: End of 1st Six-Weeks
- 11/1: End of 2nd Six-Weeks
- 12/20: End of 3rd Six-Weeks
- 2/14: End of 4th Six-Weeks
- 4/4: End of 5th Six-Weeks
- 5/23: End of 6th Six-Weeks

### Holidays

- 9/2: Labor Day
- 10/14: Columbus Day
- 11/25-11/29: Thanksgiving Break
- 12/23-1/6: Christmas Break
- 1/20: MLK, Jr. Day
- 3/10-3/14: Spring Break
- 4/18: Good Friday
- 5/26: Memorial Day

### Professional Learning

- 9/23: Campus Parent Teacher Conference Day
- 11/4: District PL Day
- 12/20: Early Release for Students
- 1/6: Campus PL Day
- 2/17: District PL Day
- 5/23: Early Release for Students

### Back to School PL

- 7/31: AM Campus/ PM Convocation
- 8/1: Elementary Elevate/ Secondary Teacher Workday
- 8/2: Secondary Elevate/ Elementary Teacher Workday
- 8/5: Campus PL Day
- 8/6: District PL Day
- 8/7: District PL Day
- 8/8: Campus PL Day

\*\*\*Days in bold and italicized  
denote state testing window\*\*\*

11.102

\*\*\*No school for students\*\*\*

May 28, 2024



| JUNE 2024 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | Th | F  | S  |
|           |    |    |    |    |    | 1  |
| 2         | 3  | 4  | 5  | 6  | 7  | 8  |
| 9         | 10 | 11 | 12 | 13 | 14 | 15 |
| 16        | 17 | 18 | 19 | 20 | 21 | 22 |
| 23        | 24 | 25 | 26 | 27 | 28 | 29 |
| 30        |    |    |    |    |    |    |

| JULY 2024 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | Th | F  | S  |
|           | 1  | 2  | 3  | 4  | 5  | 6  |
| 7         | 8  | 9  | 10 | 11 | 12 | 13 |
| 14        | 15 | 16 | 17 | 18 | 19 | 20 |
| 21        | 22 | 23 | 24 | 25 | 26 | 27 |
| 28        | 29 | 30 | 31 |    |    |    |
|           |    |    |    |    |    |    |

| AUGUST 2024 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| S           | M  | T  | W  | Th | F  | S  |
|             |    |    |    | ★  | 2  | 3  |
| 4           | 5  | 6  | 7  | 8  | 9  | 10 |
| 11          | 12 | 13 | 14 | 15 | 16 | 17 |
| 18          | 19 | 20 | 21 | 22 | 23 | 24 |
| 25          | 26 | 27 | 28 | 29 | 30 | 31 |
|             |    |    |    |    |    |    |

| SEPTEMBER 2024 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| S              | M  | T  | W  | R  | F  | S  |
| 1              | 2  | 3  | 4  | 5  | 6  | 7  |
| 8              | 9  | 10 | 11 | 12 | 13 | 14 |
| 15             | 16 | 17 | 18 | 19 | 20 | 21 |
| 22             | 23 | 24 | 25 | 26 | 27 | 28 |
| 29             | 30 |    |    |    |    |    |
|                |    |    |    |    |    |    |

| OCTOBER 2024 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| S            | M  | T  | W  | Th | F  | S  |
|              |    | 1  | 2  | 3  | 4  | 5  |
| 6            | 7  | 8  | 9  | 10 | 11 | 12 |
| 13           | 14 | 15 | 16 | 17 | 18 | 19 |
| 20           | 21 | 22 | 23 | 24 | 25 | 26 |
| 27           | 28 | 29 | 30 | 31 |    |    |
|              |    |    |    |    |    |    |

| NOVEMBER 2024 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | Th | F  | S  |
|               |    |    |    |    | 1  | 2  |
| 3             | 4  | 5  | 6  | 7  | 8  | 9  |
| 10            | 11 | 12 | 13 | 14 | 15 | 16 |
| 17            | 18 | 19 | 20 | 21 | 22 | 23 |
| 24            | 25 | 26 | 27 | 28 | 29 | 30 |
|               |    |    |    |    |    |    |

| DECEMBER 2024 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | Th | F  | S  |
| 1             | 2  | 3  | 4  | 5  | 6  | 7  |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 |
| 22            | 23 | 24 | 25 | 26 | 27 | 28 |
| 29            | 30 | 31 |    |    |    |    |
|               |    |    |    |    |    |    |

| JANUARY 2025 |    |    |    |    |    |    |
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|              |    |    | 1  | 2  | 3  | 4  |
| 5            | 6  | 7  | 8  | 9  | 10 | 11 |
| 12           | 13 | 14 | 15 | 16 | 17 | 18 |
| 19           | 20 | 21 | 22 | 23 | 24 | 25 |
| 26           | 27 | 28 | 29 | 30 | 31 |    |
|              |    |    |    |    |    |    |

| FEBRUARY 2025 |    |    |    |    |    |    |
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| 2             | 3  | 4  | 5  | 6  | 7  | 8  |
| 9             | 10 | 11 | 12 | 13 | 14 | 15 |
| 16            | 17 | 18 | 19 | 20 | 21 | 22 |
| 23            | 24 | 25 | 26 | 27 | 28 |    |
|               |    |    |    |    |    |    |

| MARCH 2025 |    |    |    |    |    |    |
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| 2          | 3  | 4  | 5  | 6  | 7  | 8  |
| 9          | 10 | 11 | 12 | 13 | 14 | 15 |
| 16         | 17 | 18 | 19 | 20 | 21 | 22 |
| 23         | 24 | 25 | 26 | 27 | 28 | 29 |
| 30         | 31 |    |    |    |    |    |

| APRIL 2025 |    |    |    |    |    |    |
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| 6          | 7  | 8  | 9  | 10 | 11 | 12 |
| 13         | 14 | 15 | 16 | 17 | 18 | 19 |
| 20         | 21 | 22 | 23 | 24 | 25 | 26 |
| 27         | 28 | 29 | 30 |    |    |    |
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| MAY 2025 |    |    |    |    |    |    |
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| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | ★  | 31 |
|          |    |    |    |    |    |    |

| JUNE 2025 |    |    |    |    |    |    |
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| 8         | 9  | 10 | 11 | 12 | 13 | 14 |
| 15        | 16 | 17 | 18 | 19 | 20 | 21 |
| 22        | 23 | 24 | 25 | 26 | 27 | 28 |
| 29        | 30 |    |    |    |    |    |
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| JULY 2025 |    |    |    |    |    |    |
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|           |    | 1  | 2  | 3  | 4  | 5  |
| 6         | 7  | 8  | 9  | 10 | 11 | 12 |
| 13        | 14 | 15 | 16 | 17 | 18 | 19 |
| 20        | 21 | 22 | 23 | 24 | 25 | 26 |
| 27        | 28 | 29 | 30 | 31 |    |    |
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| AUGUST 2025 |    |    |    |    |    |    |
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| 9           | 10 | 11 | 12 | 13 | 14 | 15 |
| 16          | 17 | 18 | 19 | 20 | 21 | 22 |
| 23          | 24 | 25 | 26 | 27 | 28 | 29 |
| 30          | 31 |    |    |    |    |    |

### 5th Quarter (summer 2024)

Voluntary summer courses  
June 20 – July 19  
[mandatory for some students]



### Holiday (no classes)

Sep. 2 – Labor Day  
Oct. 14 – Columbus Day  
Nov. 28 – Thanksgiving  
Jan. 20 – MLK Jr. Day  
Feb. 17 – Presidents' Day  
May 26 – Memorial Day



### All staff induction and preparation

July 22 – 23 – All new staff  
July 24 – July 31 – All staff



### First day of School

**August 1**



### Last day of School (with no make-up days)

**May 30**

### Recess (no classes)

Fall Recess – Oct. 14  
Thanksgiving – Nov. 27 – 29  
Winter Recess – Dec. 23 – Jan 3  
Spring Recess – Mar. 10 – 14  
Academic Recess – Apr. 18



### Staff PD (no classes)

Aug. 23, Sep. 3, Oct. 11,  
Nov. 8, Jan. 6, Feb. 14,  
Apr. 17, Jun. 2 – 3



### Parent-teacher Conferences

Oct. 15 – 16  
Feb. 12 – 13  
May 28 – 29



### Possible make-up days

June 4 – June 6



### Field Trips

7-8 – May 19 – 23



1<sup>st</sup> Qtr - 48 days – Aug. 1 – Oct. 10  
2<sup>nd</sup> Qtr - 45 days – Oct. 15 – Dec. 20  
3<sup>rd</sup> Qtr – 46 days – Jan. 7 – Mar. 21  
4<sup>th</sup> Qtr - 47 days – Mar. 24 – May 30  
186 Student-teacher contact days

# ALL CITY MANAGEMENT SERVICES

*“The Crossing Guard Company”*

**A Proposal for  
City of Midland  
RFP 24003350  
Crossing Guards**

**April 24, 2024**

**Presented by**



David Mecusker; Marketing & Contracts Manager  
10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670  
OFFICE PHONE: 800.540.9290 FAX: 310.202.8325  
EMERGENCY DISPATCH: 877.512.2267

[www.thecrossingguardcompany.com](http://www.thecrossingguardcompany.com)



## ALL CITY MANAGEMENT SERVICES

April 24, 2024

Marcia Bentley-German, City Secretary  
City of Midland  
RFP 24003350  
Suite 330, P.O. Box 1152, Midland, TX 79702-1153

Dear Ms. Bentley-German:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to once again serve the community of Midland. We are proud to have managed the School Crossing Guard program for the City of Midland from 2014 through 2022.

We have received the Bid Proposal with services to begin on or around August 1, 2024. We have reviewed the General Information, Terms and Conditions, Scope of Project, and Agreement Services, and agree to have the terms and conditions set forth.

Our goal is simple, to relieve agencies of the day-to-day responsibilities of managing a Crossing Guard Program. As a full services contractor, we assume complete responsibility for the day-to-day operations of the Crossing Guard programs we manage. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision, and management of the program. We maintain local supervision, alternate guards, a paging system, and a 24-hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well as the development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of once again providing Crossing Guard services for the City of Midland. If you have any questions, please feel free to contact me at 800 540-9290.

Sincerely,

Demetra Farwell  
Corporate Secretary  
demetra@thecrossingguardcompany.com

PACKET

11.106

May 28, 2024

10440 Pioneer Blvd Suite 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325

## **8.2 RFP Response**



# ALL CITY MANAGEMENT SERVICES

## COMPANY PROFILE

**All City Management Services, Inc. (ACMS)**, is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently have over 8,500 employees dedicated to safety, serving cities, towns, communities, schools, and school districts nationwide.

One defining issue that distinguishes **ACMS** is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Crossing Guards that has helped us emerge as “***The Crossing Guard Company***”. We have successfully privatized the Crossing Guard programs for over 300+ agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

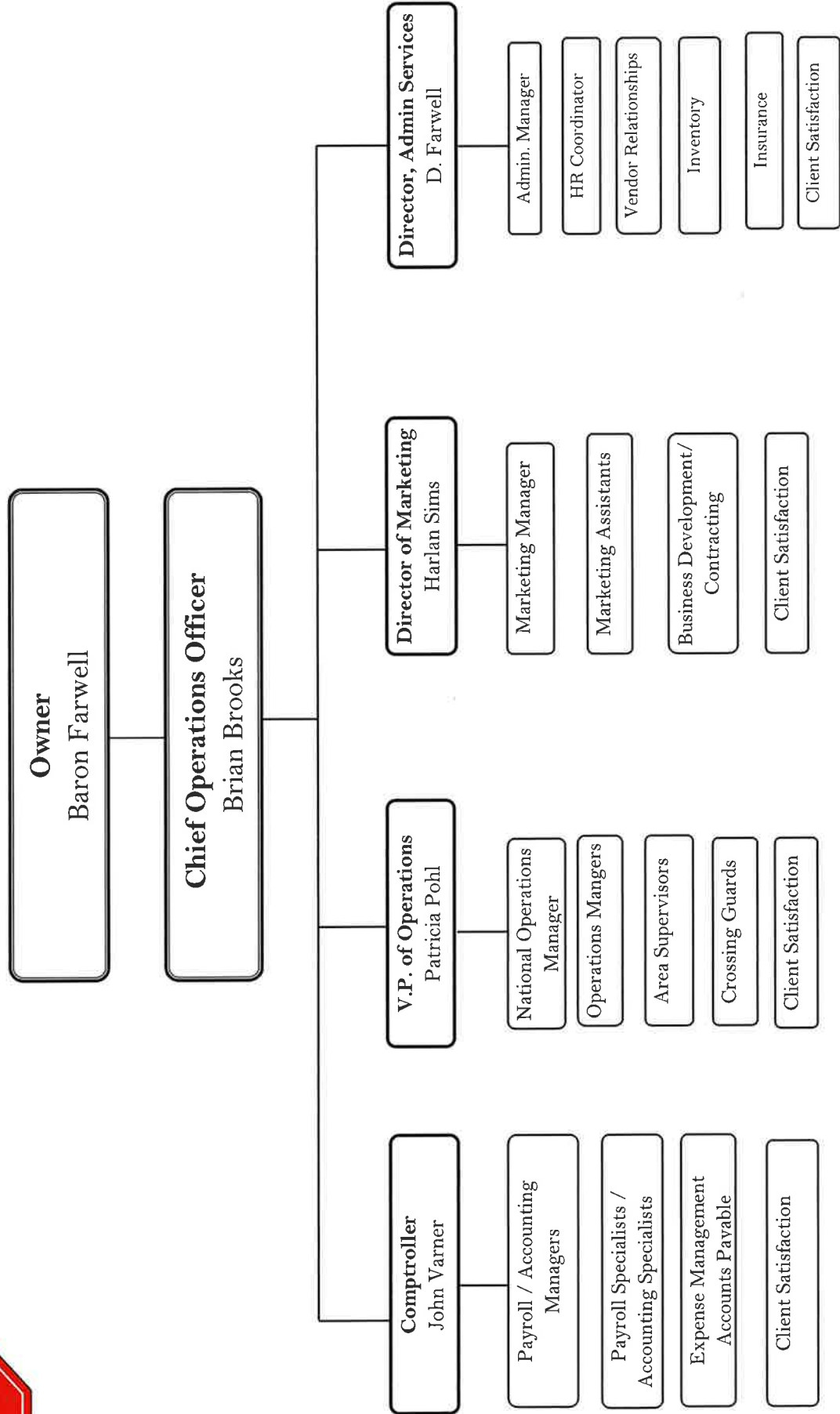
One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards’ employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 36 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision, and safety. Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies, and procedures to benefit all Crossing Guards in all the cities, towns, and communities we service.

All City Management Services, Inc. has not lost a client agency due to failure or refusals to complete a contract and has not lost a client agency due to the level of service provided.



# ALL CITY MANAGEMENT SERVICES





## ALL CITY MANAGEMENT SERVICES

**City of Midland**



**Vice President of Operations**  
**Patricia Pohl**  
310 877 7045 cell  
[pat@thecrossingguardcompany.com](mailto:pat@thecrossingguardcompany.com)

**National Operations Manager**  
**Kim Brooks**  
913 333 2563 cell  
[kim@thecrossingguardcompany.com](mailto:kim@thecrossingguardcompany.com)



**Operations/Program Manager**  
**Kimberly Craig**  
562 333 5590 cell  
[kimberly@thecrossingguardcompany.com](mailto:kimberly@thecrossingguardcompany.com)



**Area Supervisors**  
**TBD**



**60 Crossing Guards**



## Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community serviced by the City of Midland will benefit from a team concept which consists of Area Supervisor, Program Manager, National Operations Manager and Vice President of Operations. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

**Area Supervisor(s) (TBD):** ACMS will deploy two (2) Area Supervisor for the City of Midland crossing guard program. The **Area Supervisor** will handle all aspects of the daily supervision of the program of sixty (60) Crossing Guards and alternate pool. With support from the Program Manager, they will typically recruit, hire, train and provide personnel management for all the sites they will oversee and interface with school staff as needed. In addition to communicating with the City and School staff, the Area Supervisor is responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completes the Certification mandates. Supervisors will be available by telephone on all occasions for discussion with staff and will be locally available for meetings in person upon 24-hour written or telephonic notice. Area Supervisors report directly to the Program Manager.

**Program Manager (Kimberly Craig):** Kimberly will serve as **Program Manager** and directly manage your Area Supervisor and provide training and support. She will also interface with the City of Midland representatives and School staff as needed. She will continue to assist in the hiring of the Area Supervisors and Crossing Guards as well as the development and implementation of training programs and certification standards. Kimberly has considerable experience as a Program Manager including many programs in the State of Texas. She will ensure compliance with Company standards and City of Midland expectations. Kimberly Craig reports directly to the National Operations Manager.

**National Operations Manager (Kim Brooks):** Kim has over 6 years in the industry providing field management and support for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works directly with Vice President of Operations to ensure all program standards are being met. Kim has extensive experience implementing and managing comparable and larger programs. She is responsible for initial training and orientation for all new client programs. Kim Brooks reports directly to Vice President of Operations.

**Vice President of Operations (Pat Pohl):** Pat has over 27 years of industry experience. She is responsible for overall contract compliance. Works with the National Operations Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.

## Transition Summary

The privatization and management of a School Crossing Guard program involves several functions. The following is a summary of our general operational plan for initiating and managing a School Crossing Guard Program. Specifically, we will address our **orientation, training, recruitment, and staffing** plan for Crossing Guard Programs.

In assuming control of the City of Midland Crossing Guard Program we first set-up an **orientation and training** meeting. Our goal in pricing the program is typically to incorporate the existing Crossing Guards into our organization. The current Crossing Guards' experience and familiarity are the cornerstones in ensuring a seamless transition. However, often rumors and inaccurate information circulate among existing Crossing Guards as we transition from public to private management. The orientation and training meeting will be the first opportunity we have to meet the new and prospective employees collectively and address the issues, concerns or questions they may have.

During this orientation we will discuss our company history, our family of Crossing Guard programs and the impending transition in the management of the Crossing Guard Program. We will spend as much time as necessary addressing the issues and questions raised by all prospective employees.

After the initial orientation we distribute and assist in the completion of all ACMS employment forms. Once all employment forms have been collected and successfully completed, we would conduct a Evaluation Training Assessment for each Crossing Guard. This is a basic skill review that evaluates such things as a guards' ability to hold a stop sign over their head, step off and back onto a six-inch curb, walk a straight line, etc. Once we have completed this portion of the meeting, we will then conduct a training session for all current and prospective Crossing Guards.

**Training-** Training has been a cornerstone in the development and expansion of ACMS. We continue to learn and to incorporate new methods and standards of training into our organization. Our goal has been to elevate the level of and accountability for training throughout our organization. We continue to revise and update our training program, procedures and monitor our results.

Our training begins by giving all Crossing Guards a clear understanding of the goals, expectations, and responsibilities of a School Crossing Guard. To that end, we have consolidated over 38 years of experiences and information into our "**Employee Handbook for School Crossing Guards**". This manual informs and instructs Crossing Guards on a variety of issues including personal conduct, crossing procedures, professional responsibility, emergency procedures, training requirements and problem resolution. Each new and prospective Crossing Guard is issued the handbook to begin the training portion of the meeting.

A designated Trainer will oversee this initial training session. They will do active demonstrations, encourage participation, and possibly show a training video. Our training goal for this meeting will be to consolidate our fundamental procedures and policies into a three (3) hour time slot. During this initial orientation/training meeting we will focus on key sections of the Employee Handbook including personal conduct, techniques, and policies.

Another effective training tool we will use during this session is our **Field Training Card**. The Field Training Card is a pocket size instruction card which gives step by step instruction on our crossing procedures.

At the conclusion of the training portion of this meeting we will: 1. Review all work schedules with the current Crossing Guards. 2. Issue equipment to all current Crossing Guards. 3. Process and issue Picture ID Cards 4. Provide Supervisory contact information to all Crossing Guards. 5. Further screen and work with all prospective Crossing Guards. 6. Interview prospective Supervisors.

From this point forward, training is an ongoing process for all Crossing Guards employed by ACMS. In addition to the normal site visits by the Area Supervisor, all employees receive a follow-up **Site Performance Evaluation** 30 to 60 days after their initial employment.

The Supervisor conducts Site Performance Evaluations at the intersection where the Crossing Guard normally works. Each Crossing Guard is given a "Site Performance Evaluation" during the school year. This evaluation is used as an instructional tool to validate correct procedures and correct inappropriate procedures. Any Crossing Guard receiving a low score on a Site Performance Evaluation are re-evaluated within 30 days.

ACMS will provide a copy of our training curriculum to City of Midland and welcome City personnel who will be working with the program to attend the orientation meeting. At this meeting, our Operations team can meet with key City personnel to discuss our management process.

## Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and National Operations Manager will work together (with input from the City of Midland) to establish specific program objectives and expectations. These Senior Managers then work directly with your Operations/Program Manager and Area Supervisor to implement the management plan.

The Program Manager along with your local Area Supervisor has responsibility for the direct management of the Crossing Guards and together they will ensure the City's operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Program Manager. In addition to verbal training and counseling, these managers are supported by the use of **Field Training Check Lists, Field Training Cards, Site Performance Evaluations**, and independent Field Observations. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City or School representative.

Background checks will be completed on all potential employees as allowed by Texas state law. Successful completion of the background check and Social Security verification via E-Verify is required prior to the employee being hired. ACMS will comply within the Equal Employment Opportunity Commission guidelines when making hiring decisions based on criminal records.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management. ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our School Crossing Guard Employee Manual.

Internal minimum passing standards along with the City's established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of Texas Penal Code or which requires registration under Texas Penal Code
- Conduct which requires registration under the Texas Health and Safety Code.
- Any offense involving the use of force or violence upon another person.
- Any offense involving theft, fraud, dishonesty, or deceit.

- Any offense involving the manufacture, sales, possession, or use of a controlled substance.
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Midland Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported within two (2) hours. ACMS shall furnish a written report within five (5) workdays after the date of the incident.

Communications with individual school sites is facilitated by the Field Supervisor. Personal visits are made regularly (minimum quarterly) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed, making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

ACMS management will meet with City representatives for periodic reviews as requested to ensure operational effectiveness.

ACMS Area Supervisors are in the field daily when crossings are covered by the guards, and they ensure all guards arrive on time and are ready for duties as scheduled. ACMS has developed a Crossing Guard “App” that is geo-fenced, which only allows guards to clock in once they are actually on site. This “App” will indicate when a crossing guard is on site and more importantly, allows ACMS to quickly identify when a guard is not on site. This “App” will allow ACMS to not only quickly determine where staffing efforts are needed most but will also improve our billing and invoicing accuracy. Our billing/invoicing is tied to our payroll and by having a more efficient process for timekeeping, should eliminate potential billing inaccuracies.

## **Recruitment and Staffing**

ACMS Managers would assess additional **staffing** needs of the City of Midland program after meeting with your agency and again following our initial orientation and training meeting. We would then focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **the recruitment** of new Crossing Guards. As a part of our Staffing strategy, we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards.
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of ensuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or no show for duty.

**Supervisor Teams** – The City of Midland crossing guard program would continue to benefit from our presence in nearby cities such as the City of Odessa. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other. This has resulted in alternates guards getting more hours as they are “shared” with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

**Employee Retention:** To enhance employee satisfaction and support our retention efforts, ACMS reviews guards wage rates annually in an effort to continually remain competitive in the local labor market. If contractual and budget requirements allow, we plan to offer small wage increases annually based upon performance and tenure.

We also provide publicized employee recognition through our Crossing Guard of the Year programs and Length of Service Awards. Additionally, we provide local Area Supervisors and a small budget for employee socials.

## Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 38 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero-tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***“Employee Handbook for School Crossing Guards”***. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employees’ progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory, and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employee’s readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket



## **ACMS Scope of Services**

1. All City Management Services, Inc. will handle the Crossing Guard services for the City of Midland for a two (2) year period; to commence on or around June 1, 2024 to May 31, 2025. This agreement may be renewed under same terms for three (3) additional School Years (2025-2026, 2026-2027, and 2027-2028) upon written consent of both parties.
2. ACMS will provide sixty (60) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS is an independent Consultant and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City of Midland.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by City and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, a felony for violent crimes, or a felony for crimes against children.
5. ACMS shall pre-screen applicants and applicants considered acceptable must be fingerprinted for criminal history check through the FBI National Crime Information Center; State of Texas, Department of Justice including Child Abuse Central Index. All background check information must be provided to the City of Midland for review and approval before deploying adult crossings guards to posts.
6. The City of Midland shall accept or reject applicants for Adult Crossing Guard within a reasonable amount of time after the applicant has been fingerprinted. ACMS shall be notified as to any person who did not meet the screening standards.
7. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. Training standards shall include procedures for reporting safety violations and actions to be taken in the event of an accident.
8. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of Texas; County Sheriff's Office and City of Midland pertaining to general pedestrian safety and school crossing areas.

9. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.
10. ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties.
11. ACMS shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this agreement.
12. ACMS shall monitor, supervise, and assure the safety of all school children who utilize intersections and crosswalks while moving to and from school zones.
13. ACMS Crossing Guards will report to Police Department the license plate numbers of motor vehicles who violate traffic laws or Crossing Guard instructions.
14. ACMS shall establish a liaison with the school district(s) to monitor changes in school schedules. ACMS shall report these changes to the City of Midland Supervisor.
15. ACMS shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.

#### **8.4 Requested Attachments**

- *References*
- *Resumes*
- *Financial Information*
- *Quote Sheet/Service Questionnaire*
  - *Client Worksheet*
- *Background Check Compliance Certification*
  - *Conflict of Interest Questionnaire*
    - *Affidavit of Eligibility*
    - *Addendums #1 - #4*
  - *Signed Execution of Offer*



## ALL CITY MANAGEMENT SERVICES

### References for Crossing Guard Services

(All listed references are current clients)

**City of Dallas, TX (Since 2018)**

**Contact:** Tameka Harris, Manager

**Address:** 1500 Marilla St. 3FN,  
Dallas, TX 75201

**Phone:** 214 670 3277

**Email:** [theresa.mackey@dallas.gov](mailto:theresa.mackey@dallas.gov)

Providing crossing guard services for 410 locations.

**New Braunfels ISD, TX (Since 2017)**

**Contact:** Stephen Brown, Safety Director

**Address:** 1000 N. Walnut  
New Braunfels, TX 78130

**Phone:** 830 626 5670

**Email:** [stephenbrown@nbsisd.org](mailto:stephenbrown@nbsisd.org)

Providing crossing guard services for 16 locations.

**Highland Park ISD, TX (Since 2016)**

**Contact:** Mark Rowden, ISD Chief of Police

**Address:** 7015 Westchester Dr.,  
Dallas, TX 75205

**Phone:** 214 780 3005

**Email:** [rowdenm@hpsisd.org](mailto:rowdenm@hpsisd.org)

Providing crossing guard services for 32 locations.

**City of Carrollton, TX (Since 2014)**

**Contact:** Patricia Nail, Police Administration

**Address:** 1945 E. Jackson Road  
Carrollton, TX 75006

**Phone:** 972 466 3531

**Email:** [patricia.nail@cityofcarrollton.com](mailto:patricia.nail@cityofcarrollton.com)

Providing crossing guard services for 34 locations.

**The Colony, TX (Since 2018)**

**Contact:** Jay Goodson, Assistant Chief of Police

**Address:** 5151 N. Colony Blvd.,  
The Colony, TX 75056

**Phone:** 972 624 3938

**Email:** [jgoodson@thecolonytx.gov](mailto:jgoodson@thecolonytx.gov)

Providing crossing guard services for 19 locations.

**City of Fort Worth, TX (Since 2017)**

**Contact:** Rashad Jackson, Manager

**Address:** 5001 James Avenue  
Fort Worth, TX 76115

**Phone:** 817 392 7776

**Email:** [rashad.jackson@fortworthtexas.gov](mailto:rashad.jackson@fortworthtexas.gov)

Providing crossing guard services for 284 locations.

**City of Odessa, TX (Since 2015)**

**Contact:** Jo Ann Samaniego, Director

**Address:** 411 W. 8<sup>th</sup> Street  
Odessa, TX 79760

**Phone:** 432 335 3252

**Email:** [jsamaniego@odessa-tx.gov](mailto:jsamaniego@odessa-tx.gov)

Providing crossing guard services for 40 locations.

**Corpus Christi ISD, TX (Since 2014)**

**Contact:** Kirby Warnke, ISD Chief of Police

**Address:** 4401 Greenwood St.,  
Corpus Christi, TX 78416

**Phone:** 361 878 2851

**Email:** [Kirby.warnke@ccisd.us](mailto:Kirby.warnke@ccisd.us)

Providing crossing guard services for 27 locations.

**Grand Prairie, TX (Since 2021)**

**Contact:** Ryan Simpson, Fiscal Manager

**Address:** 1525 Arkansas Ln.,  
Grand Prairie, TX 75052

**Phone:** 214 546 4371

**Email:** [rsimpson@gptx.org](mailto:rsimpson@gptx.org)

Providing crossing guard services for 81 locations.

**Bryan, TX (Since 2021)**

**Contact:** Jerrett Williams, Sergeant

**Address:** 303 E. 29<sup>th</sup> St.,  
Bryan, TX 77803

**Phone:** 979 209 5392

**Email:** [jwilliams@bryantx.gov](mailto:jwilliams@bryantx.gov)

Providing crossing guard services for 20 locations.

*With over 310 nationwide clients, we would be happy to supply additional references if needed.*

10440 Pioneer Blvd., Suite 5 \* Santa Fe Springs \* CA \* 90670 \* PHONE (310) 202 -8284 \* FAX (310) 202 -8325

**PATRICIA J. POHL**  
**21896 Red River Drive, Lake Forest, CA 92630 • 310.877.7045**

**WORK HISTORY**

**2010 to present**            All City Management Services, Inc.  
10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, California 90670

**Vice President of Operations:** Full responsibility for the planning, direction and coordination of all field-based leadership personnel nationwide (250+). Accountable for development and implementation of cost-effective procedures to meet current and future company needs. Responsible for all aspects of operations to ensure successful compliance with policies and procedure resulting in achieving optimum safety standards.

**1998 to 2010**            All City Management Services, Inc.  
1749 South La Cienega Blvd.  
Los Angeles, California 90035

**Operations Manager:** Accountable for management of day-to-day operations of field 50+ area supervisors. Responsible for development, implementation and compliance for all training programs as well as Safety Certification standards for all Crossing Guards.

**1994 to 1998**            All City Management Services, Inc.  
1749 South La Cienega Blvd.  
Los Angeles, California 90035

**Area Supervisor:** Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

**1967 to 1994**            Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager:  
Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

**PROFESSIONAL ASSOCIATIONS**

Previously invited to serve as the only private sector representative on:  
California Crossing Guard Training Expert Review Panel  
Safe Routes to School Technical Assistant Resource Center (SRTS TARC) a project of California Active Communities within the California Department of Public Health (CDPH)

Previously retained as Expert Witness and Person Most Knowledgeable in several litigations related to personal injury accidents involving School Crossing Guards.

Florida Department of Transportation  
School Crossing Guard Trainer Certification, currently status; active

# Kimberly M. Brooks

15607 W. 83<sup>rd</sup> Street • Lenexa, KS 66219 • (913)952-9159  
kim@thecrossingguardcompany.com

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## NATIONAL OPERATIONS MANAGER

Proven advocate for pedestrian safety by effectively administering company policies and procedures to employees. Operations leader that utilizes training and mentoring techniques to develop continuous improvement efforts with Regional Managers toward staff development.

Skilled in organizing staff and planning for complete site coverage. Effective in recruiting from various sources and using system planning to align resources. Excellent communicator capable of building relationships with clients, supervisory staff, guards, and internally at any organizational level.

- |                         |                        |
|-------------------------|------------------------|
| ✓ Client engagement     | ✓ Safety focused       |
| ✓ Recruiting & Training | ✓ Coaching & Mentoring |
| ✓ Relationship Builder  | ✓ Problem-solver       |

## Professional Experience

### ***ALL CITY MANAGEMENT SERVICES***

**2016 to Present**

#### **Regional Support Manager – May 2020 to Present**

- Responsible for overseeing the day-to-day functions of the Regional Manager.
- Identify challenge programs in cooperation with Regional Manager.
- Oversee Client Relationships.
- Assist in the development and transition of new programs.

#### **National Advertising and Recruiting Coordinator – February 2018 – May 2020**

- Manage advertising and nationally.
- Recruit, hire and train Recruiting Coordinators to build relationships within their community.
- Collaborate directly with Regional Manager to combat staffing issues within areas directly.
- Develop new strategies for recruiting.

#### **Regional Supervisor – September 2016 to 2018**

- Administer policies through training of supervisory staff and monitoring compliance of guard performance.
- Serve as liaison with contracting point of contacts and company to communicate and resolve any operational issues such as site modifications and pedestrian counts.
- Oversee programs covering over 200 sites in Kansas, Missouri and Iowa.
- Other duties include approving payroll, onboarding and training employees.

#### **Area Supervisor – July 2016 to 2018**

- Recruit, train and staff crossing guards in the City of Lenexa.
- Overall administrative functions for the area.

# Kimberly M. Brooks

## ***SECURITAS***

**2015 to 2016**

### **Crossing Guard – August 2015 to May 2016**

- Conduct safe crossings for pedestrians.

## ***VARIOUS DENTAL PRACTICES***

**1992 to 2013**

### **Expanded Functions Dental Assistant – 9 years**

- Expanded functions include placing composite and amalgam fillings, polishing fillings, packing retraction cord, taking impressions for crowns, bite splints, and making temporary crowns.
- Working with children that have special needs.
- Charting treatment plans and patient chart maintenance.
- Dietary, preventive and treatment consultations with patients.

### **Dental Assistant – 12 years**

- Chair-side duties include assisting in all procedures including fillings, crown preps, root canals and surgical extractions.
- Scheduling appointments, creating treatment plans and presenting them to patients.
- Supply management, equipment repairs and maintenance. Maintain OSHA standards.

## **Education and Training**

Johnson County Community College  
Prerequisites for Dental Hygiene

State of Pennsylvania  
Certificate of Radiology

York Vocational Technical School  
Dental Assistant Technical School

# Kimberly Jean Craig

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## Professional Experience

**07/2017 to present** All City Management Services - Santa Fe Springs CA

**Texas Operations Manager.** Responsible for a Supervisory team of 33 Area Supervisors, 3 field Supervisors, two hiring agents, and 1000+ School Crossing Guards. Ensuring the field team continues to strive for excellence and is compliant with all company policies and procedures.

**07/2011 to 07/2017** All City Management Services -Santa Fe Springs CA

**California Regional Manager.** Responsible for a Supervisory team of 10 Area Supervisors, 1 field supervisor and 350 School Crossing Guards. Maintaining safety and our client's confidence as our highest priority.

**05/2008 to 06/2011** All City Management Services – Santa Fe Springs CA

**Area Supervisor.** Supervision of 48 to 100 crossing guards in numerous cities. Responsible for interviewing, hiring, training, payroll, terminations, complaints, and maintaining core values.

**11/2001 to 02/2006** Walmart Super Center – Santa Fe Springs CA

**Specialty Manager.** Delivered excellent customer service by greeting and assisting each customer. Reorganized the sales floor to meet company and trend demands. Addressed and corrected sales staff in positive manner.

**01/1996 to 11/2001** Super Kmart – La Habra CA

**Safety Coordinator.** Developed the first Safety Coordinator program in the company. Responsible for training all Safety Coordinators in my district. Worked with Loss Prevention and Workers Comp to lower employee and customer accidents.

**02/1996 to 02/1993** Modern Concepts Dentistry- Montebello CA

**Dental Assistant.** Sole Dental Assistant in a busy dental office. Responsible for all office functions, scheduling, invoices, oral examines, assisting in surgeries, and x-rays.

## Education.

1992 North West College Dental Assistant



## QUOTE SHEET/SERVICE QUESTIONNAIRE

1. Please indicate the hourly rate(s) you would charge for the services outlined in the enclosed draft contractual agreement (please note that it is the City of Midland's understanding that persons employed as School Crossing Guards in the State of Texas must be carried under Workers Compensation Code 7720 – if you are not going to carry these individuals under Code 7720 please provide written justification.)

Rate: \$19.08

2. Please provide background information regarding your company; include company name, state of incorporation, location of headquarters office, location of office(s) that would service the City of Midland in regard to this agreement, and identify the key personnel involved in delivering these services.

All City Management Servicees, Inc. was incorporated in the State of California in 1985. Our corporate office is located at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670. ACMS has an office in Texas at 4775 W. Teco Ave., Arlington, TX 76011, and our Texas Operations Manager Kimberly Craig will be the direct point of contact for the City of Midland Crossing Guard program.

3. Does your local office have any experience in providing groups of non-clerical employees of temporary services similar to those requested by the City of Midland? Yes  
If yes, please explain.

The ACMS Texas office located in the City of Arlington, TX provides similar services requested by the City of Midland. Our clients that are serviced from this location are the City of Fort Worth, City of Dallas, City of Irving and the City of Carrollton.

4. Please describe your plan for providing the services outlined in the enclosed agreement. Include type and level of supervision, quality control methodology, policies regarding attendance, training/orientation activities, plan for covering crosswalk areas when absences occur.

ACMS employs a team concept of management which results in efficient field operations as well as providing multifaceted responses to potential issues. Area Supervisors will ensure guards performance is compliant with City safety standards through regular site visits. ACMS quality assurance team will conduct unannounced field observations to ensure that all levels of training is being reinforced and practiced daily. Our Area Supervisors are supported by our Texas Operations Manager, National Operations Manager and Vice President of Operations. This additional support ensures that our clients receive the highest level of service and allows ACMS to be highly responsive to client requests. ACMS has a 24/7 emergency dispatch for call outs, a strict no call, no job policy and call outs are required to be provided a minimum 1.0 hour prior to start of a guards shift. ACMS also has developed a "Crossing Guard App" that is geofenced to each location in the City of Midland Crossing Guard program. This "App" allows guards to clock in and out on their smartphones and allows the Area Supervisor to quickly identify when a guard has not arrived on site. This "App" allows ACMS to efficiently identify and staff locations that are not staffed.

5. What type of monthly summary report would you be able to provide the City of Midland. Please include a sample or describe.

With each bi-weekly invoice ACMS will provide a listing of the locations, coverage times where services were provided, the names of the guards working and the names of relief/substitute guards who covered a site due to a call out. ACMS can also provide additional details on any re-training(s) that was provided during the month. (including performance evaluations, quality assurance assessments and corrective action reports)

6. Can you provide any or all of the pre-employment testing referenced under section 6 of the agreement document (drug and alcohol testing, physical exams, and criminal background checks)? If yes, is this cost included in your quote? If not, what would the additional cost be (per person)?

ACMS will meet all background clearance requirements outlined in item #6 of the services contract. We will conduct National and State Criminal and Sex Offender Checks, conduct Physical Assessments ensuring the guards are physically able to conduct the duties of a School Crossing Guard, conduct in-field Drug and Alcohol testing annually and conduct random Drug and Alcohol testing during the course of the school year.

7. Please provide name, address, and phone number of 3 references you would like us to speak to in regard to your ability to deliver the services outlined in the draft agreement.

City of Dallas - Tameka Harris (214 670 4260) 1500 Marilla Street, Dallas, TX 75201

City of Fort Worth - Rashad Jackson (817 392 8776) 5001 James Avenue, Fort Worth, TX 76115

City of Odessa - Jo Ann Samaniego (432 335 3252) 411 W. 8th Street, Odessa, TX 79760

RFP for School Crossing Guard Services

Client Worksheet 2024-2025

Billing Rate for 2024/2025: \$ 19.08 / hourly

City of Midland  
P.O. Box 1152  
Midland, TX 79702

KEY:

Traditional Calendar:

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

|    |                                                                         |                 |   |                |   |                     |   |                         |
|----|-------------------------------------------------------------------------|-----------------|---|----------------|---|---------------------|---|-------------------------|
|    |                                                                         | <div>228</div>  |   | <div>180</div> |   | <div>\$19.08</div>  | = | <div>\$783,043.20</div> |
| 57 | Sites at 4.0 hrs per day with regularly scheduled early released days   | Total Hrs/day   | X | days/yr        | X | Hourly Billing Rate |   |                         |
|    |                                                                         | <div>16.5</div> |   | <div>180</div> |   | <div>\$19.08</div>  | = | <div>\$56,667.60</div>  |
| 3  | Sites at 5.5 hrs per day with no regularly scheduled early release days | Total Hrs/day   | X | days/yr        | X | Hourly Billing Rate |   |                         |

TOTAL ANNUAL PROJECTED COST \$839,710.80

## **RFP for School Crossing Guard Services**

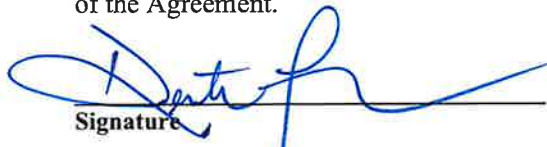
## School Crossing Guards Background Check Compliance Certification

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On behalf of All City Management Services, Inc. ("Contractor"), I, the undersigned authorized signatory for Contractor, hereby certify to the City of Midland, Texas (the "City") that:

- (1) Contractor has fully complied with the requirements of Section 6 of that certain Agreement for Provision of Temporary Employment Services for School Crossing Guards for the City of Midland dated \_\_\_\_\_ (the "Agreement").
- (2) Contractor has performed all criminal background checks on all school crossing guards ("Guards") prior to commencing work for the City as required by Section 6 of the Agreement.
- (3) Contractor has required all Guards to undergo drug and alcohol testing and physical exams prior to commencing work for the City as required by Section 6 of the Agreement.
- (4) Contractor has determined that each Guard is fully qualified to perform his or her duties.
- (5) Contractor has determined from the results of the criminal background checks, drug and alcohol testing, and physical exams that each Guard is fully capable of performing his or her duties and will create and promote a safe environment for children.
- (6) If Contractor receives information that a Guard who performs work under the Agreement has a reported criminal history, Contractor will immediately remove the Guard from his or her duties and notify the City in writing thereof within three (3) business days.
- (7) Contractor agrees to provide this certification at any time during the term of the Agreement upon the City's request.

Noncompliance or misrepresentation regarding this certification may be grounds for termination of the Agreement.

  
\_\_\_\_\_  
Signature

Demetra Farwell  
Printed Name

Corporate Secretary / Director of H.R.  
Title

4/22/24  
\_\_\_\_\_  
Date

# 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.

All City Management Services, 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.)

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

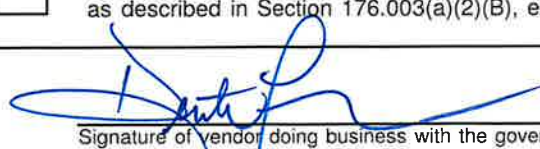
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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   
Signature of vendor doing business with the governmental entity

  
Date

## 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: Not Applicable

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: \_\_\_\_\_





*Over thirty years of experience in providing communities with  
PROFESSIONAL SCHOOL CROSSING GUARD SERVICES*

ALL CITY MANAGEMENT SERVICES



## 24003350 Crossing Guard

### Addendum # 1

#### Questions and Clarifications for Crossing Guards

RFP proposal updates to Section 5.3.1.2 and Section 7.1.2. it should read:

*5.3.1.2 These references should include City government and universities where the offeror, preferably within the last five (5) years, has successfully provided ~~janitorial~~ Crossing Guard services*

*7.1.2 Manpower/ Staffing Process- Vendor must provide a detailed response to staffing and personnel that will be providing services. This includes providing information for Crossing Guards for sixty (60) locations plus extra for no shows and supervisory staff that are qualified to fulfill and abide by specifications and who have shown experience in ~~janitorial~~ Crossing Guards Services (35%)*



## 24003350 Crossing Guard

### Addendum # 2

#### Questions and Clarifications for Crossing Guards

**What are the current rates paid to the Crossing Guards and/or hourly rates charged to the City?**

*The hourly rates are \$20.44.*



## 24003350 Crossing Guard

### Addendum # 3

#### Questions and Clarifications for Crossing Guards

**What is the current hourly wage for Crossing Guards?**

*Vendor invoices the City of Midland \$15.03 hourly, but Vendor sets the pay rates to the Crossing Guards.*

**What is the supervisor rate of pay?**

*Unknown actual hourly rate. Vendor sets the pay rates.*

**Do all the Crossing Guards currently receive the same hourly wage, if not, can a breakdown of wages per tier be provided?**

*Unknown if tier system in place.*

**Are all sites currently staffed or are there any open/vacant sites that require immediate staffing?**

*All sites are currently staffed.*



## 24003350 Crossing Guard

### Addendum # 4

#### Questions and Clarifications for Crossing Guards

**Does the bidder need to provide vests and stop signs?**

*Yes, Bidder must provide all equipment needed.*

**The School Crossing Guards Background Check Compliance Certification appears to be intended for the selected vendor, as opposed to proposing vendors. Does this form need to be signed and included in vendor proposals?**

*No, it does not need to be included in the vendor proposal. It will need to be signed by the selected vendor.*



# City Council Meeting

**Item Number:** 12  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Sara Harris,  
**Subject:** MOTION APPROVING THE APPROPRIATION OF \$1,721,430.00 FROM THE MIDLAND DEVELOPMENT CORPORATION'S 2022-2023 FISCAL YEAR BUDGET TO BE USED FOR PROMOTIONAL PURPOSES, AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

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**Purpose:**

To appropriate funds from MDC's FY 2023 revenues to be used for promotional purposes.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

\$1,721,430.00 will be appropriated from the Midland Development Corporation (235) Unappropriated Fund Balance (35650) to the Midland Development Corporation Promotions Project (800705). This sum will be reviewed after all income and expenses for the 2022-2023 fiscal year have been received and this sum may be reduced by future board action in a budget reconciliation resolution; in no event shall the sum appropriated for promotional purposes exceed ten percent (10%) of the corporate revenues.

**Strategic Priority:**

(Strong Economy with More Quality Jobs)

**Discussion:**

This motion appropriates promotional funds from MDC's fiscal year 2023 revenue to be used

for promotional purposes. The amount in the motion is \$1,721,430.00 to be appropriated, which is 10% of MDC's fiscal year 2023 sales tax revenues as reported by MDC's audited financial statements. After this appropriation, there will be \$4,159,781.00 in the promotions fund. Of this amount, \$2,093,054.00 is uncommitted and may be used for future promotional projects. All promotional projects are approved individually by the MDC board and City Council.



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City Manager's Office



# City Council Meeting

**Item Number:** 13  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Marcia Bentley-German, City Governance Officer/City Secretary  
**Subject:** RESOLUTION ADOPTING A DECORUM AND PROCEDURES POLICY FOR THE CITY COUNCIL (DISTRICT: ALL) (CITY SECRETARY'S OFFICE) (TRANSPARENT & CONSISTENT COMMUNICATION)

---

**Purpose:**

ADOPTING A DECORUM AND PROCEDURES POLICY FOR THE CITY COUNCIL

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

None

**Strategic Priority:**

(Transparent & Consistent Communication)

**Discussion:**

None

A handwritten signature in black ink, which appears to read "Morris Wilkerson Jr.", is positioned above a horizontal line.

City Manager's Office



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING A DECORUM AND  
PROCEDURES POLICY FOR THE CITY COUNCIL**

**WHEREAS**, the City Council finds it to be in the public interest to adopt a Decorum and Procedures Policy (the “Policy”) for the City Council, said Policy being attached hereto as Exhibit “A” and incorporated herein for all purposes;

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

**SECTION ONE.** That the Policy is hereby approved and adopted.

**SECTION TWO.** That the Policy shall become effectively immediately.

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 ONLY AS TO FORM:

---

John Ohnemiller, City Attorney

# EXHIBIT "A"



## CITY OF MIDLAND OFFICE OF THE CITY SECRETARY

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- Section 7. Role of Council; City Manager
- Section 8. Council Appointees' Relationship to Council
- Section 9. Agenda Items
- Section 10. Agenda Packets
- Section 11. Action on Agenda Items
- Section 12. Council Member Inquiries, Complaints or Comments
- Section 13. Work Sessions, Budget Meetings, Council Retreats and Special Council Meetings
- Section 14. Requests for Research or Information

### **Section 1. Council Meetings; Location**

- a. Regular City Council Meetings of the City of Midland shall be held at City Hall, 300 N. Loraine Street, Midland, Texas in the Council Chamber.
- b. Special Meetings may be held at other locations.

### **Section 2. Open to the Public**

All meetings of the City Council of the City of Midland (the "Council") shall be open to the public, except as otherwise provided for in Chapter 551 of the Texas Government Code (the "Texas Open Meetings Act").

### **Section 3. Presiding Officer**

- a. The Mayor shall be the presiding officer at all meetings of the Council and shall be recognized as the head of the City for all ceremonial purposes.
- b. In case of the Mayor's absence or temporary disability, the Mayor Pro Tem shall act in the Mayor's behalf.

## **Section 4. Council Standards**

- a. Each member of the Council is bound to uphold the Constitutions of the United States and of the State of Texas, and to carry out all applicable laws and the rules, regulations, policies, and ordinances of the City of Midland on an impartial basis.
- b. Each Council Member is bound to observe in the Council Member's official acts the highest standards of morality and to discharge faithfully, the duties of the office regardless of personal considerations, recognizing that the public interest must be the Council Member's primary concern.
- c. Council Members should be independent, impartial, and responsible to the citizens.
- d. The conduct of each Council Member should be above reproach, and a Council Member shall never use the Council Member's office for personal gain.
- e. Council Members shall refrain from abusive conduct, personal charges, or verbal attacks upon the person, character, or motives of other Council Members, City staff, and members of the public. Council Members should strive to promote and maintain courtesy, civility, respect, and professionalism.
- f. Council Members must represent unconflicted loyalty to the interest of the citizens of Midland. This accountability supersedes any conflicting loyalty, advocacy, or special interest group, or any individual, or membership of or affiliation with any company or other private or public organization.

## **Section 5. Council Etiquette**

- a. Council Members are to provide advance notice to the City Secretary or City Manager of an impending absence unless the absence is attributable to a sudden, unanticipated event. This information is necessary in order for the City staff to determine in advance whether a quorum of the Council will be available for a meeting.
- b. Council Members are expected to attend all regularly scheduled Council meetings, work sessions, briefings, and executive sessions.
- c. The Mayor is in charge of maintaining order of Council meetings.
- d. The Mayor shall be addressed as "Mayor (surname)", "your Honor", or "Mr./Madam Mayor". The Mayor Pro Tem and other Council Members shall be addressed as "Mayor Pro Tem (Surname)" or "Council Member (Surname)".
- e. Speaking over others or interrupting while others have the floor is not permitted.
- f. Cell phones and other electronic devices should be turned off or set to vibrate during meetings.
- g. If a Council Member must take a call during a meeting, the call should be taken outside of the meeting room so as to not distract from the proceedings of the meeting.
- h. Council Members shall not grant any special consideration, treatment, advantage or favor to any individual, group, company or organization beyond that which is generally available to the public at large.

## **Section 6. Duty to Perform; Conflict of Interest**

A Council Member shall not participate in the discussion or vote on any agenda item in which the Council Member has any conflict of interest.

## **Section 7. Role of Council; City Manager**

- a. The Council's role is to establish policies and priorities for the City of Midland.
- b. The City Manager is responsible for directing and managing the daily operations of the City.
- c. The City Manager is responsible to the Council as a whole rather than to individual Council Members.
- d. In the event that a Council Member is approached by a City employee concerning a City issue, the employee should be referred to the appropriate employment chain of command, unless the issue is of such a nature that the issue should be directed to the City Manager.
- e. The City Manager shall determine if information requested by an individual Council Member requires resources that would be detrimental to other priorities and shall decide whether the request shall be granted.
- f. Any information or material that the City Manager or City Manager's staff prepares in response to a request by a Council Member shall be made available to the entire Council.
- g. Council Members who wish to request information or services or submit complaints about City operations, should present such requests or complaints through the City Manager.

## **Section 8. Council Appointees' Relationship to Council**

The City Manager, City Attorney, City Governance Officer/City Secretary, Municipal Court Presiding Judge, and Municipal Court Associate Judge are accountable to the Council as a body, not to any individual member or group of members.

## **Section 9. Agenda Items**

- a. The City Manager shall be responsible for the placement of items on Council agendas.
- b. Any member of the Council shall have the right to place an item on the agenda of a duly convened meeting of the Council and nothing contained in this Decorum and Procedure Policy shall be construed to limit or circumscribe such right.

## **Section 10. Agenda Packets**

- a. The City Governance Officer/City Secretary shall prepare a packet for each member of the Council containing a copy of the agenda together with supporting material for each item to be considered by the Council.
- b. Such packets shall be electronically or personally delivered to each Council Member at least 72 hours prior to the Council meeting. Each Council Member should review all the material contained therein to enable an informed decision to be made on each issue that is considered.
- c. If any Council Member has a question about any information contained in the packet, the Council Member should speak with the City Manager who will answer question(s) and provide any additional information that is available.

## **Section 11. Action on Agenda Items**

- a. Action on the consent agenda items should consist of a motion and a second to approve the consent agenda, which includes all items contained therein, and then followed by a vote. Any Council Member or the City Manager may request for an item to be removed from the consent agenda for discussion. Each item removed from the consent agenda shall require a separate vote of the Council.
- b. Any Council Member may call upon a City staff member or another person with unique knowledge of an item to explain the issue under consideration.
- c. If a motion is not made, the Mayor shall announce that the matter dies for the lack of a motion.
- d. If a motion is made, a second may be volunteered by any Council Member,
- e. If a second is not forthcoming, the Mayor shall inquire as to whether there is a second.
- f. If a second is not made, the Mayor shall announce that the motion dies for the lack of a second.
- g. If a second is received, the Mayor shall ask if there are any questions and all questions or discussion on the issue shall be concluded prior to voting.
- h. If, in the opinion of the Mayor, excessive time is being consumed by questions or discussion, or if the dialogue is redundant or not germane to the issue, the Mayor may limit or close the discussion. Likewise, any member of the Council may call upon the Mayor to intervene in such case.
- i. If there are no questions or further discussion, the Mayor shall then call for a vote.
- j. Once the vote has been taken, no further questions or discussion on the issue shall be allowed except at the discretion of the Mayor.
- k. Except as otherwise provided by law, a simple majority vote is required for approval of an item.
- l. The Mayor may call a recess at any time during a meeting.

## **Section 12. Council Member Inquiries, Complaints or Comments**

Council Members shall not comment, deliberate, or discuss any item that is not on the agenda.

## **Section 13. Work Sessions, Budget Meetings, Council Retreats and Special Council Meetings**

- a. Work sessions, briefings, budget meetings, Council retreats and Special Council Meetings may be held by the Council.
- b. As in the case of regular meetings, all decorum and procedural issues that apply to regular meetings shall also apply.

## **Section 14. Requests for Research or Information**

- a. A Council Member may request information or research from City staff on a given topic through the City Manager or other appropriate Council appointee.

- b. Requests for policy direction shall be brought to the full Council at a regular meeting for consideration. All information, reports, memoranda, or other materials or products shall be made available to the full City Council.
- c. The City Manager or other appropriate Council appointee may determine if extensive City staff time and resources are required to accomplish the request. If so, the City Manager or other appropriate Council appointee may present such request to the full Council prior to proceeding.



# City Council Meeting

**Item Number:** 14  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Xavier Bauguess, Planning Manager  
**Subject:** RESOLUTION AUTHORIZING THE CITY'S DIRECTOR OF FINANCE TO ISSUE A REFUND OF THE APPLICATION FEE PAID BY ANY APPLICANT ON OR AFTER JULY 1, 2019, TO REZONE A TRACT OF LAND LOCATED IN COUNCIL DISTRICT 2 FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT OR C, COMMERCIAL DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT, SF-2, SINGLE-FAMILY DWELLING DISTRICT, OR SF-3, SINGLE-FAMILY DWELLING DISTRICT (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

---

## **Purpose:**

Establish an application fee of \$0.00 for the rezoning of a tract of land located in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District.

## **Recommended City Council Action:**

Approve

## **Fiscal Impact:**

Establishes an application fee of \$0.00 instead of \$500.00 for the rezoning of a tract of land located in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District.

## **Strategic Priority:**

(Quality of Life and Place)



## Discussion:

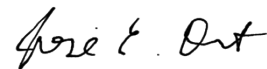
Beginning July 1, 2019, the effective date of Ordinance No. 9920, if a developer desires to develop a single-family dwelling unit on a tract of land zoned MF-22, Multiple-Family Dwelling District or C, Commercial District, the tract must be rezoned to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District.

There are numerous tracts of land in neighborhoods that have a single-family residential character in the City's Council District 2 that have been rezoned from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District since July 1, 2019.

Ordinance No. 10427, by which the City's current fee schedule (the "Fee Schedule") was adopted, establishes an application fee of \$500.00 for a standard zone change.

City staff recommends that the Council approve an ordinance that would amend the Fee Schedule to establish an application fee of \$0.00 for the rezoning of a tract of land located in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District.

City staff finds it to be in the public interest to authorize the City's Director of Finance or the Director's designee to issue a refund of the application fee paid by any applicant on or after July 1, 2019, for the rezoning of a tract of land located in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District.



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City Manager's Office

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY'S DIRECTOR OF FINANCE TO ISSUE A REFUND OF THE APPLICATION FEE PAID BY ANY APPLICANT ON OR AFTER JULY 1, 2019, TO REZONE A TRACT OF LAND LOCATED IN COUNCIL DISTRICT 2 FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT OR C, COMMERCIAL DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT, SF-2, SINGLE-FAMILY DWELLING DISTRICT, OR SF-3, SINGLE-FAMILY DWELLING DISTRICT**

**WHEREAS**, beginning July 1, 2019, the effective date of Ordinance No. 9920, if a developer desires to develop a single-family dwelling unit on a tract of land zoned MF-22, Multiple-Family Dwelling District or C, Commercial District, the tract must be rezoned to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District; and

**WHEREAS**, there are numerous tracts of land in neighborhoods that have a single-family residential character in the City's Council District 2 that have been rezoned from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District since July 1, 2019; and

**WHEREAS**, Ordinance No. 10427, by which the City's current fee schedule (the "Fee Schedule") was adopted, establishes an application fee of \$500.00 for a standard zone change; and

**WHEREAS**, concurrent with this resolution, City staff recommends that the Council approve an ordinance that would amend the Fee Schedule to establish an application fee of \$0.00 for the rezoning of a tract of land located in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District; and

**WHEREAS**, the City Council of the City of Midland finds it to be in the public

interest to authorize the City's Director of Finance or the Director's designee to issue a refund of the application fee paid by any applicant on or after July 1, 2019, for the rezoning of a tract of land located in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District;

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

**SECTION ONE.** That the facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are adopted as part of this resolution for all purposes.

**SECTION TWO.** That the City's Director of Finance or the Director's designee is hereby authorized and directed to issue a refund of the application fee paid by any applicant on or after July 1, 2019, for the rezoning of a tract of land located in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District.

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:

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Christy Weakland, Director of Finance

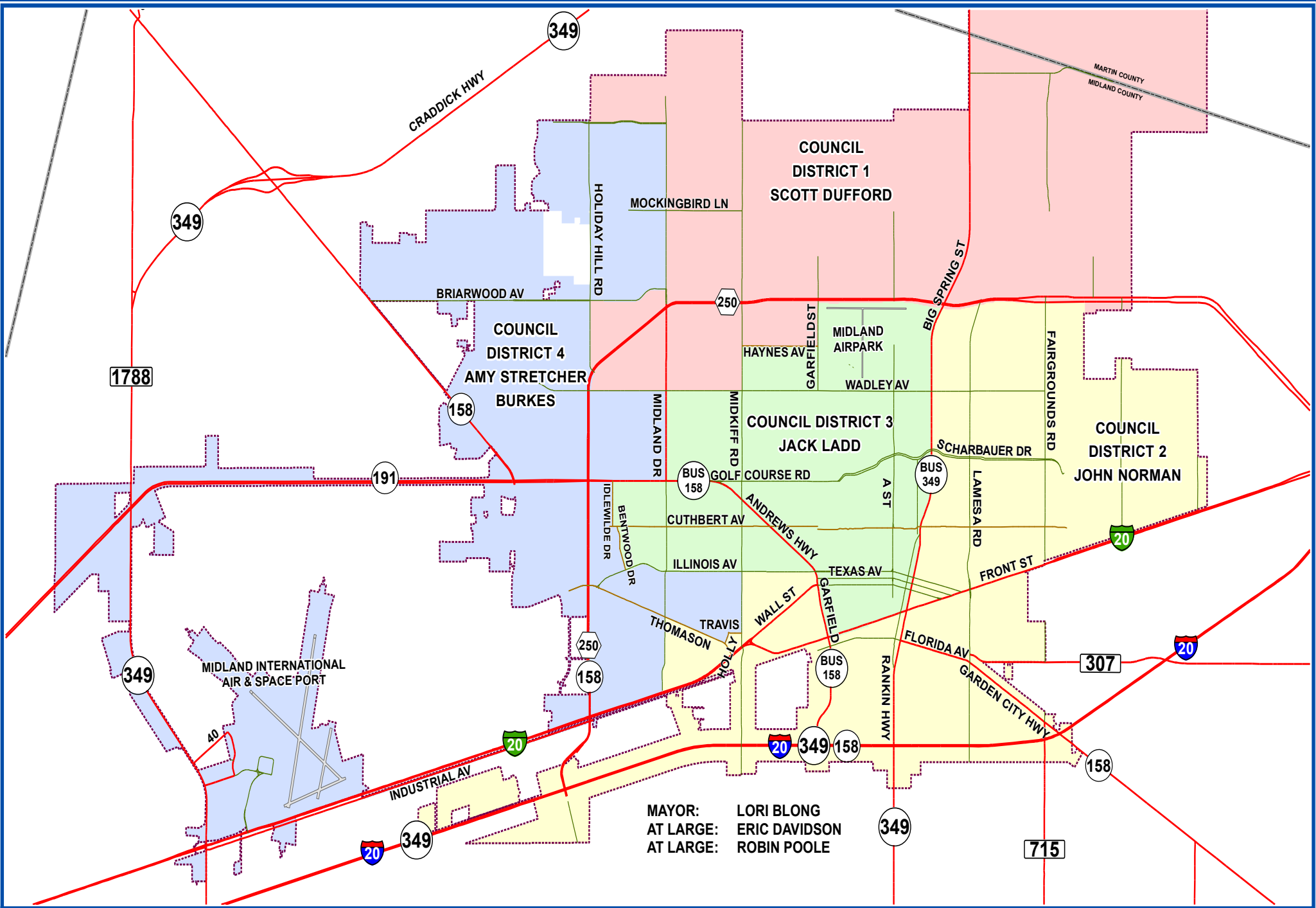
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Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

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John Ohnemiller, City Attorney



# CITY OF MIDLAND ZONING DISTRICTS

## Legend

### Commercial

#### Zoning Description

- LR, Local Retail District
- RR, Regional Retail District
- CB, Central Business District
- C, Commercial District
- BP, I-20 Business Park District

### Residential

#### Zoning Description

- AE, Agricultural Estate District
- CE, Country Estate District
- SF1, Single-Family Dwelling District
- SF2, Single-Family Dwelling District
- SF3, Single-Family Dwelling District
- MH, Manufactured Housing District
- 2F, Two-Family Dwelling District
- TH, Townhouse (Attached) Dwelling District
- MF16, Multiple-Family Dwelling District
- MF22, Multiple-Family Dwelling District

### Industrial District

#### Zoning Description

- H, Heavy Industrial District
- LI, Light Industrial District

### Office District

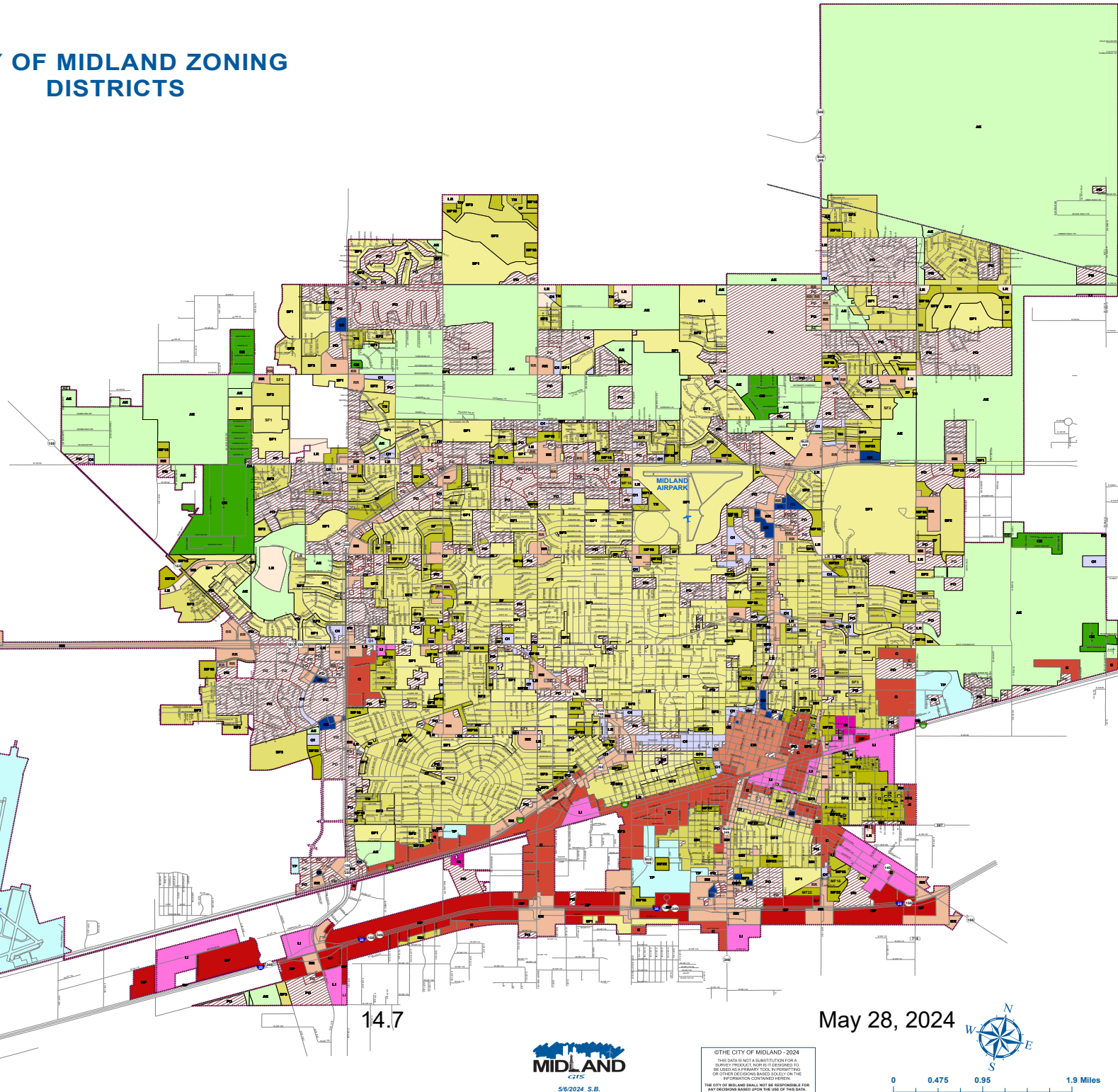
#### Zoning Description

- O1, Office District
- O2, Office District

### Other Zoning

#### Zoning Description

- TP, Technology Park District
- Planned Development District
- Parcel
- City Limit
- County Boundary



May 28, 2024



0 0.475 0.95 1.9 Miles



5/6/2024 S.B.

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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. ANY RISKING  
OR OTHER DECISIONS BASED SOLELY ON THE  
INFORMATION CONTAINED HEREIN  
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR  
ANY DECISIONS BASED UPON THE USE OF THIS DATA.



# City Council Meeting

**Item Number:** 15

**Meeting Date:** May 14, 2024, May 28, 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)

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## **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.**

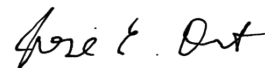
**E. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of Wildlife Rehabilitation Facility to ensure that the conditions of this permit are satisfied.**

**Letters of Objection:**

As of May 8<sup>th</sup>, 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



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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

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;

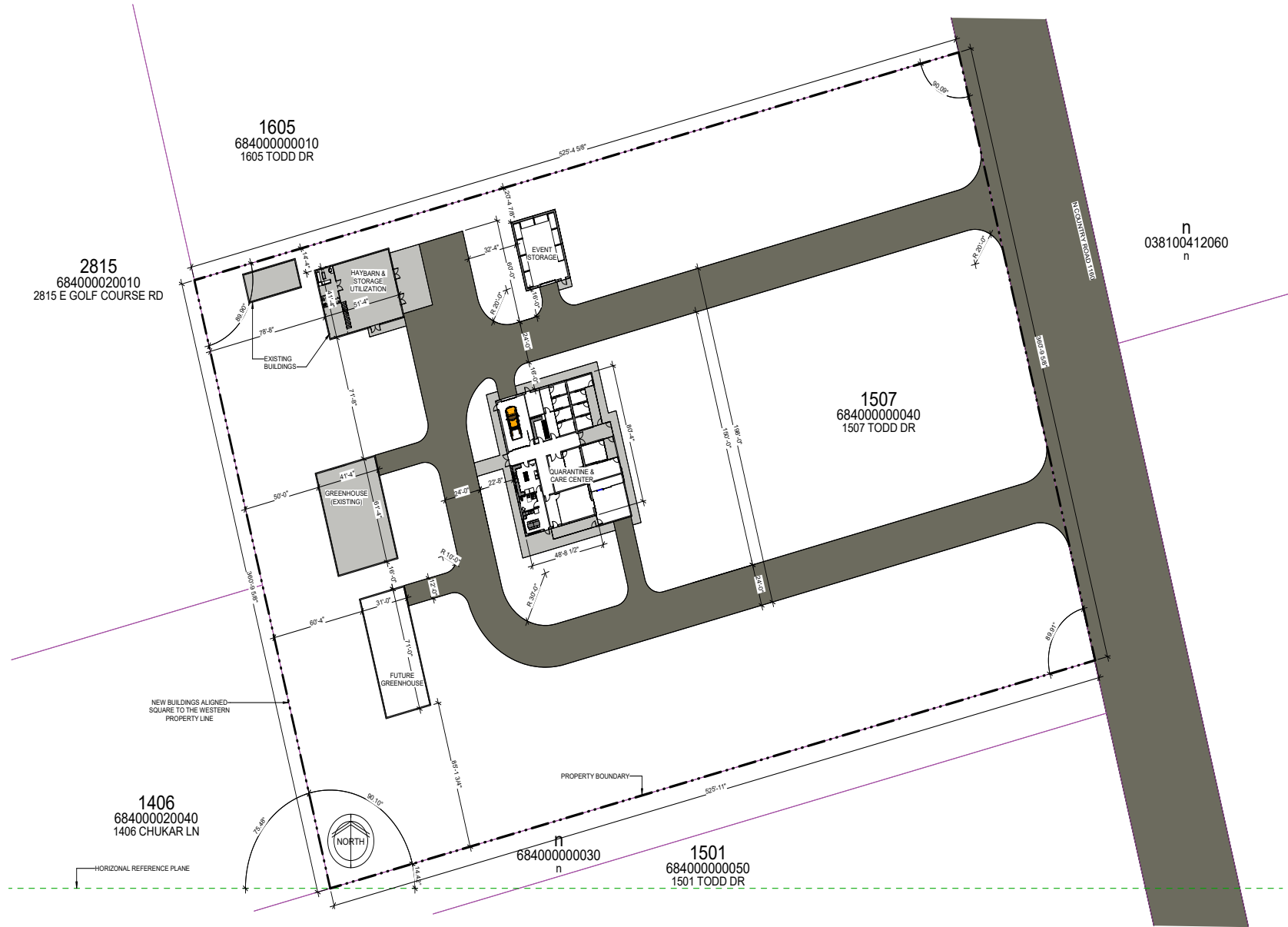
THENCE South 14 degrees 21 minutes 55 seconds East, along the westerly line of said 30-foot roadway dedication of Todd Road, a distance of 360.65 feet to a found 1/2-inch iron rod for the common southeast corner of said Green Acres Golf tract and the northeast corner of a 50-foot Right-of-Way to Texas 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"



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

15.11

May 28, 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.

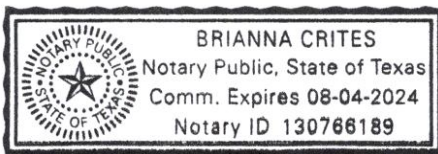
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

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 20<sup>th</sup> 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

15.12

May 28, 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:

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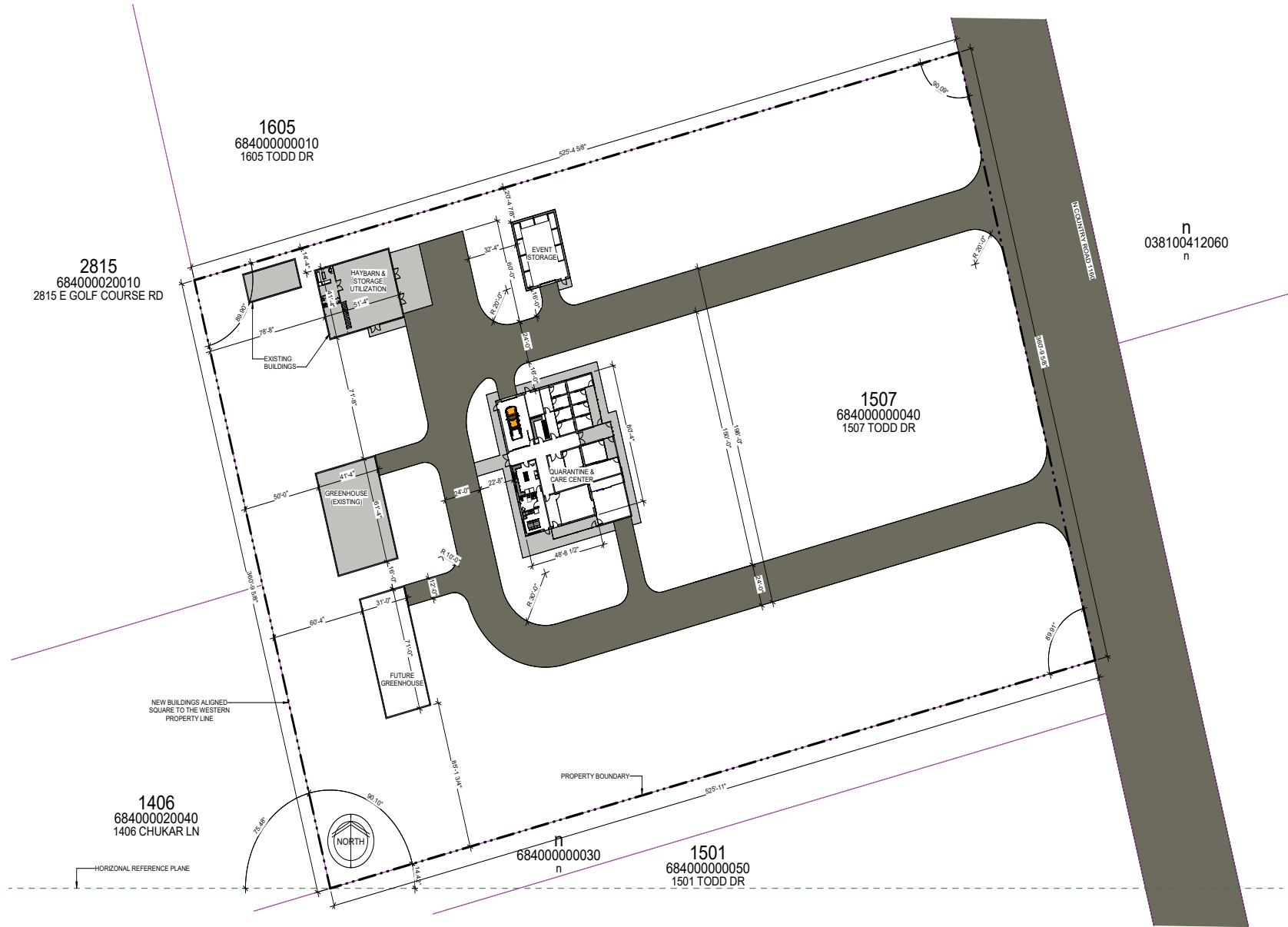
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ZOO MIDLAND  
PHASE 00: GREEN ACRES PACKAGE  
1507 N Country Rd 1160, Midland, TX 79707PRINTS ISSUED  
2024.02.09 - GA - 50% DD

| REVS. |      |       |
|-------|------|-------|
| NO.   | DATE | DESC. |

WDM No. 21029  
drawn: JS  
checked: Checker  
GREEN ACRES PACKAGE  
SITE PLANPHASE: 00  
GREEN ACRES  
L.101

PACKET

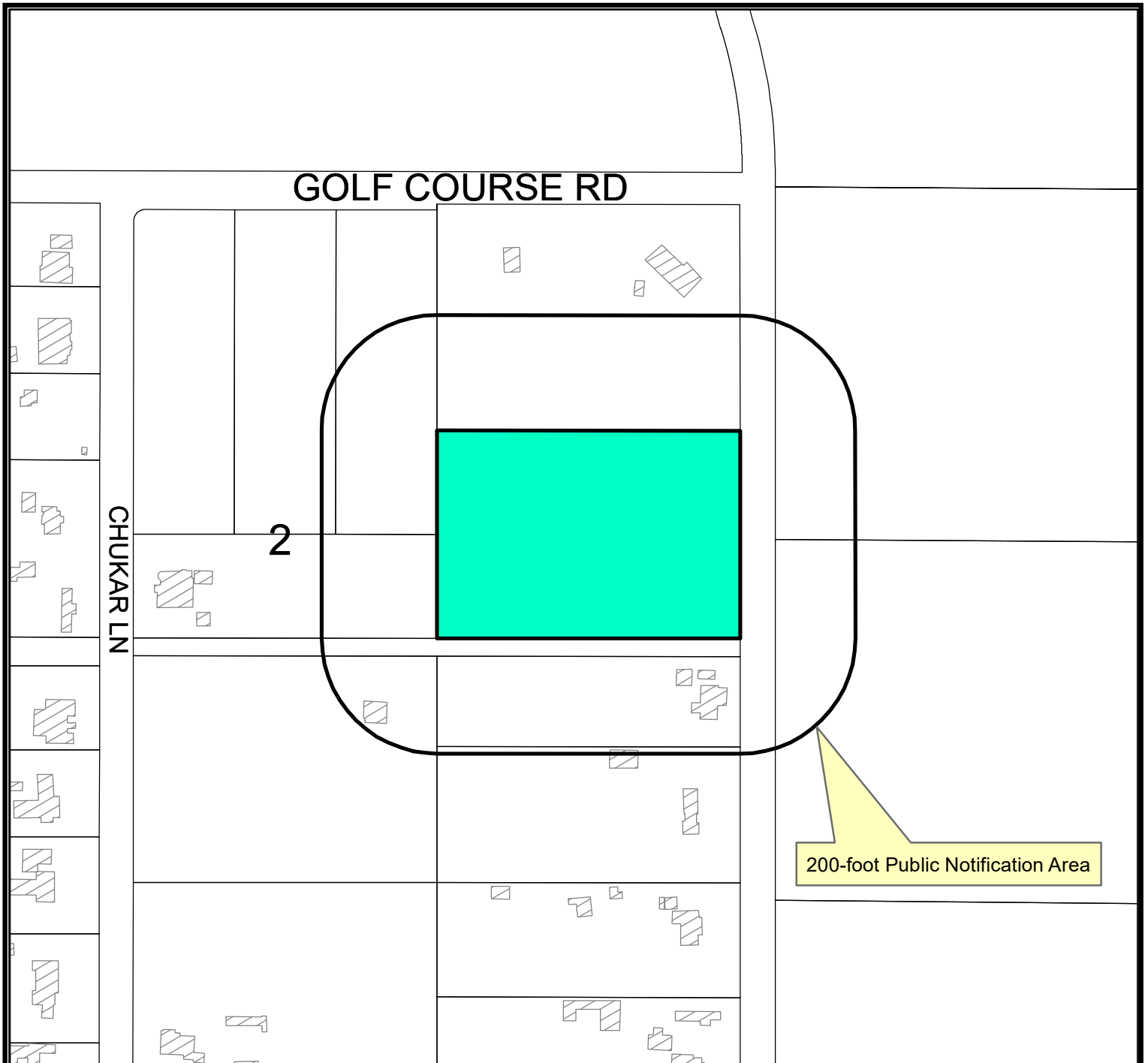


1 SITE

1" = 30'-0"

15.14

May 28, 2024



200-foot Public Notification Area

## Location Map

**SUDwo-24-0041**

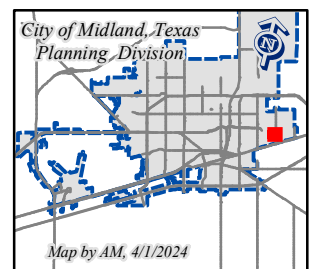
**Scale: 1" = 250'**

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

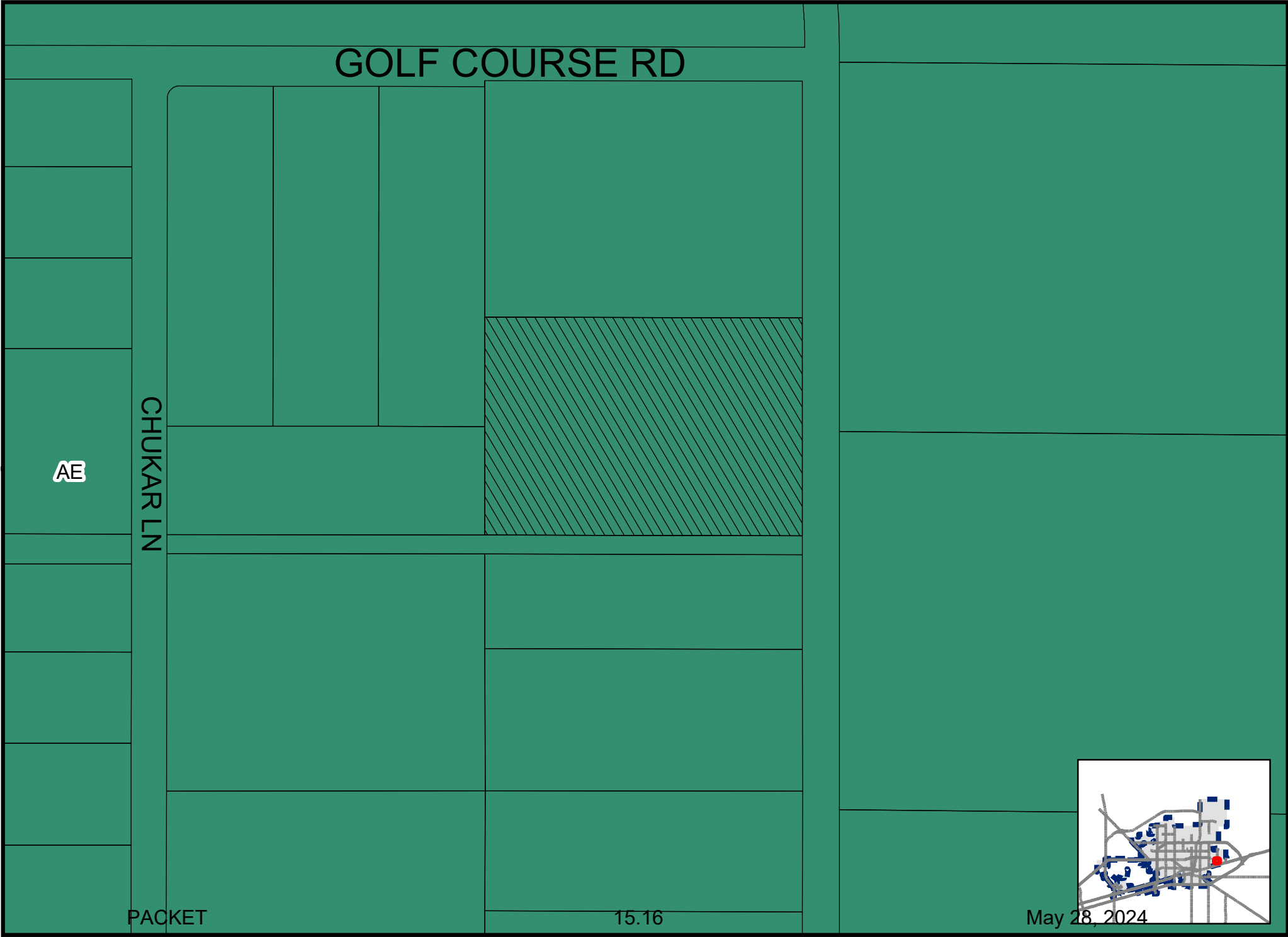


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND NOR IS IT DESIGNED TO BE USED IN ANY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.  
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 28, 2024

15.15













# City Council Meeting

**Item Number:** 16  
**Meeting Date:** May 14, 2024, May 28, 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)



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Signature</b> (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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |
| <p>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.</p> <p>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.</p> |                      |

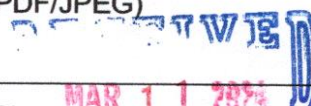
STATE OF TEXAS  
COUNTY OF MIDLAND

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.

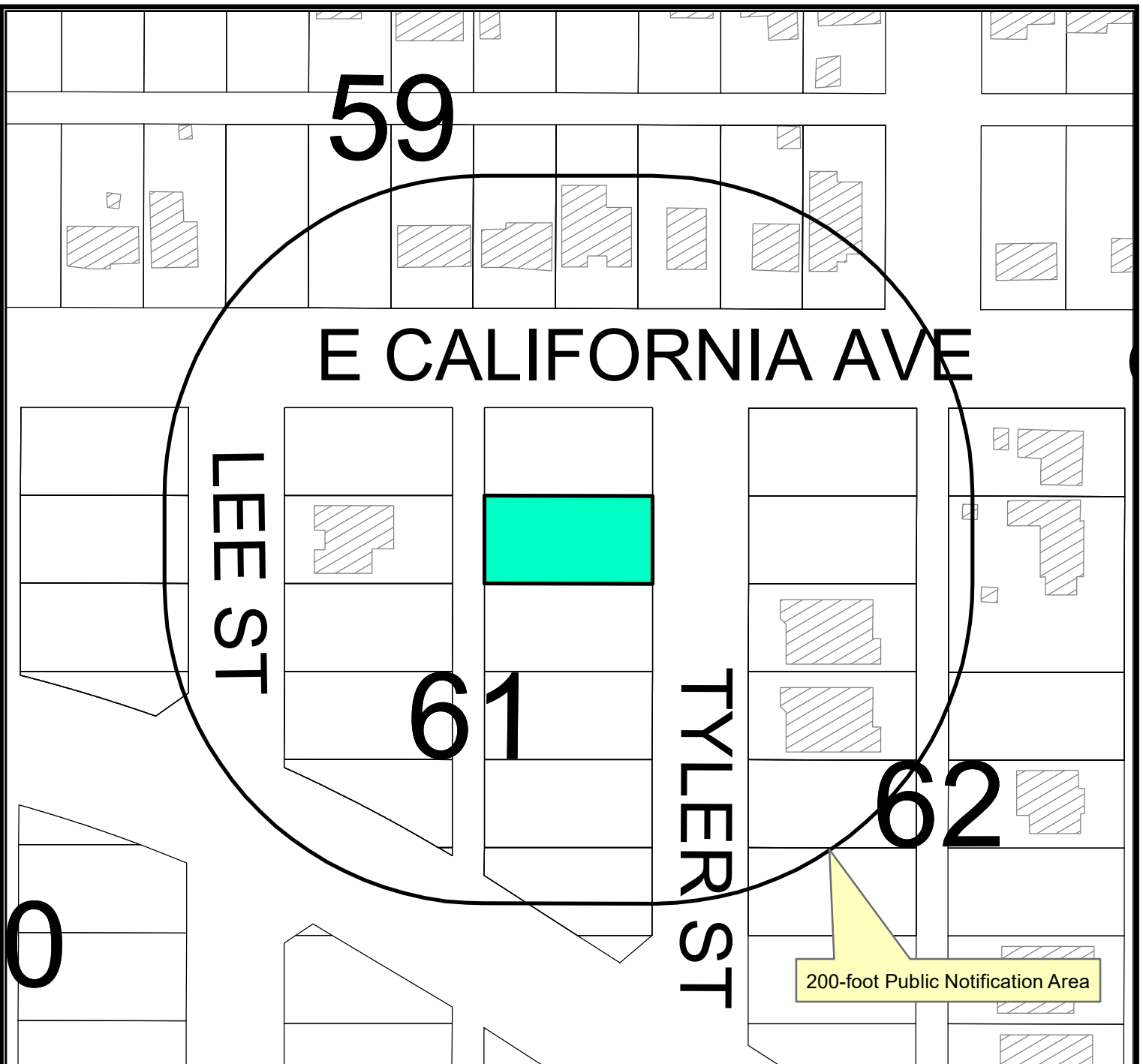
\_\_\_\_\_  
Authorized Agent (signature)

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                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Property Owner Authorization<br><input checked="" type="checkbox"/> Application Fee<br>Check # <u>Paid online</u><br>Received By: <u>[Signature]</u> | <input checked="" type="checkbox"/> Dimensioned Site Plan<br><input checked="" type="checkbox"/> Plans in Digital Format (PDF/JPEG)<br><div style="text-align: right;"> <br/>             Date: <u>MAR 11 2024</u> </div> |





## 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 155 feet south of E. California Avenue (Council District 2)

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

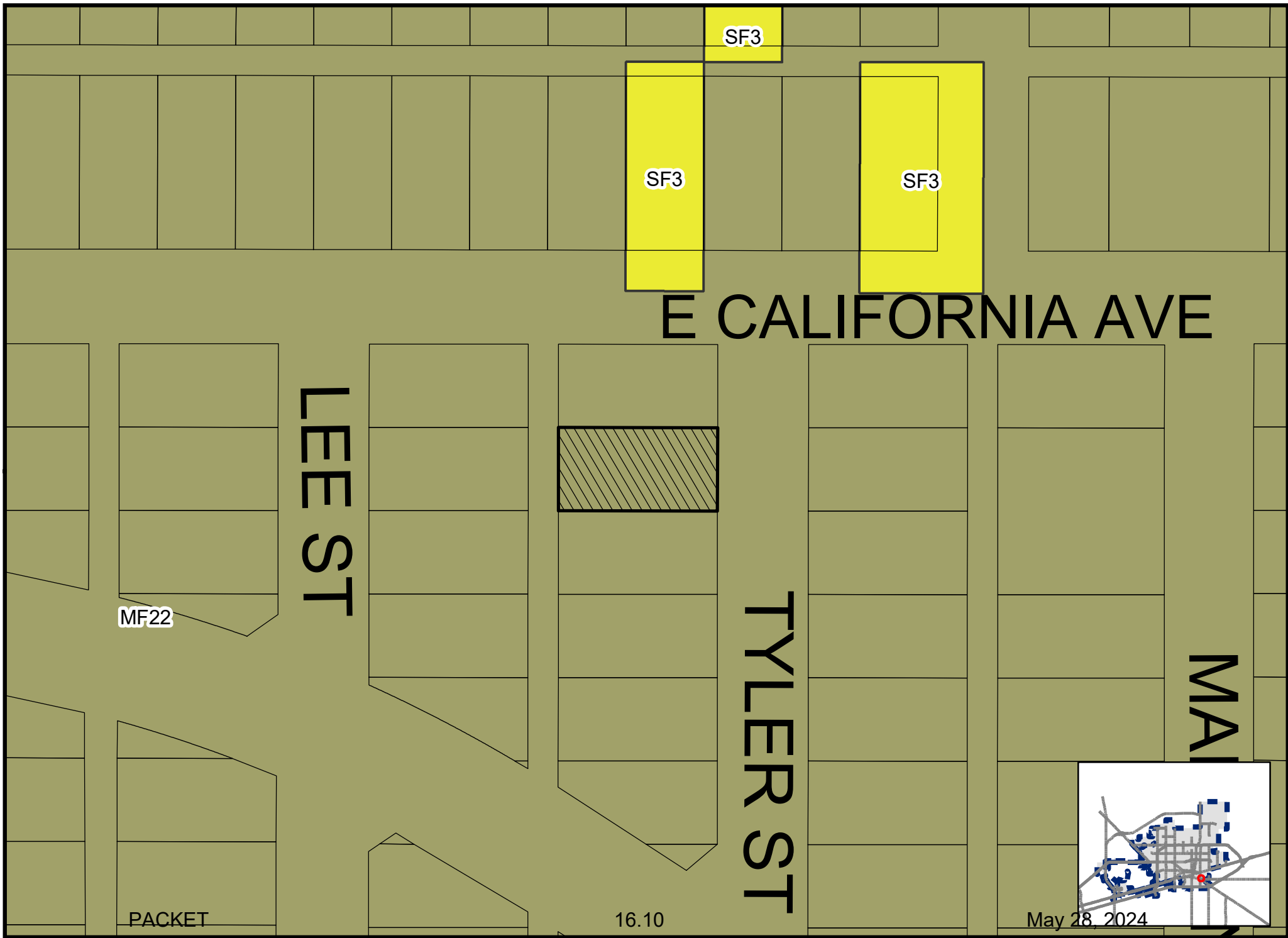


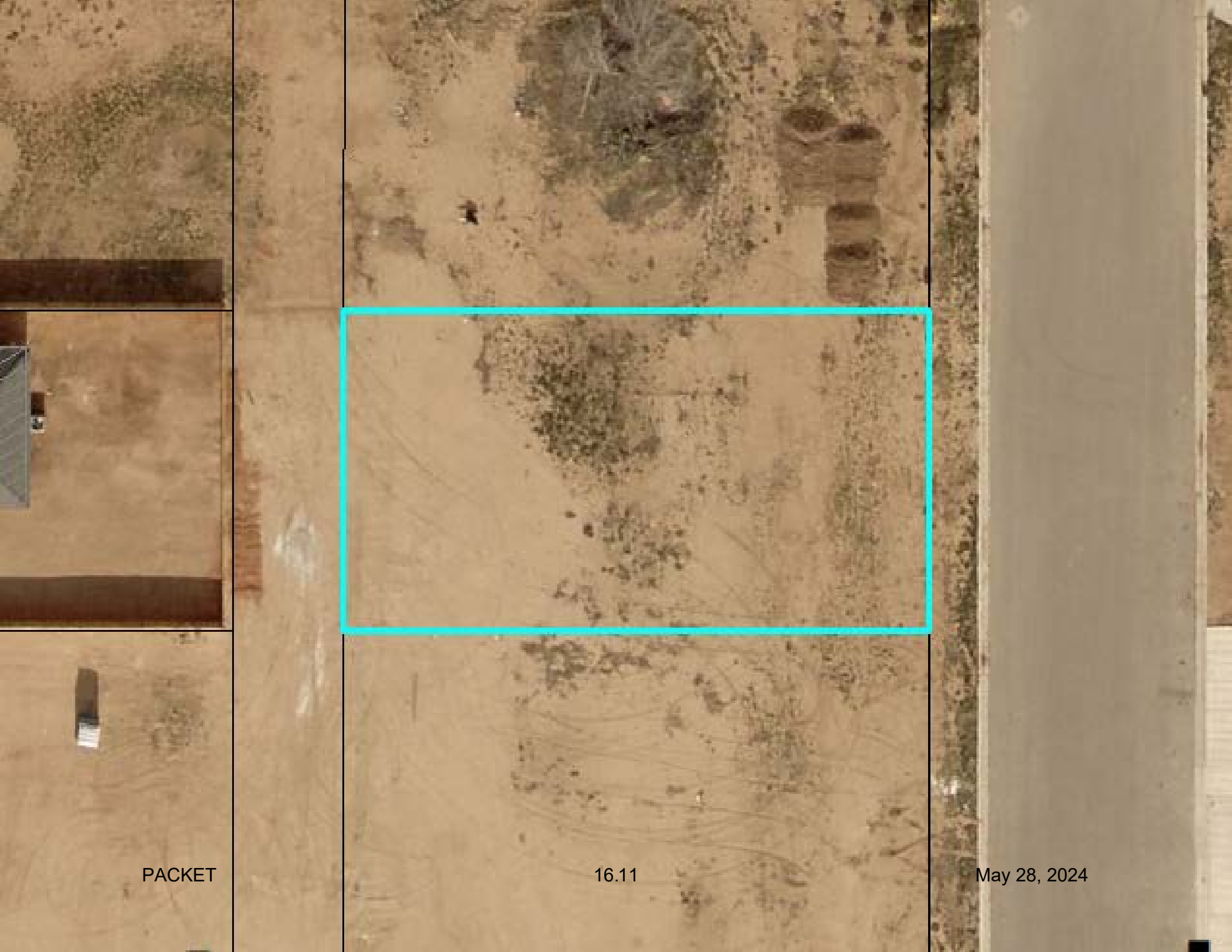
©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING PLAN. 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 28, 2024





PACKET

16.11

May 28, 2024





PACKET

16.12

May 28, 2024







# City Council Meeting

**Item Number:** 17  
**Meeting Date:** May 14, 2024, May 28, 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 800 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

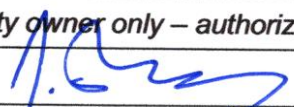
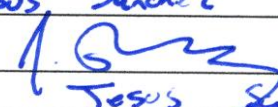
**How would this zone change affect the public health, safety and welfare?** it wouldnt

**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)

|                                                                                                               |               |
|---------------------------------------------------------------------------------------------------------------|---------------|
| <b>Signature (by property owner only – authorized agent must sign affidavit below)</b>                        |               |
| 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.

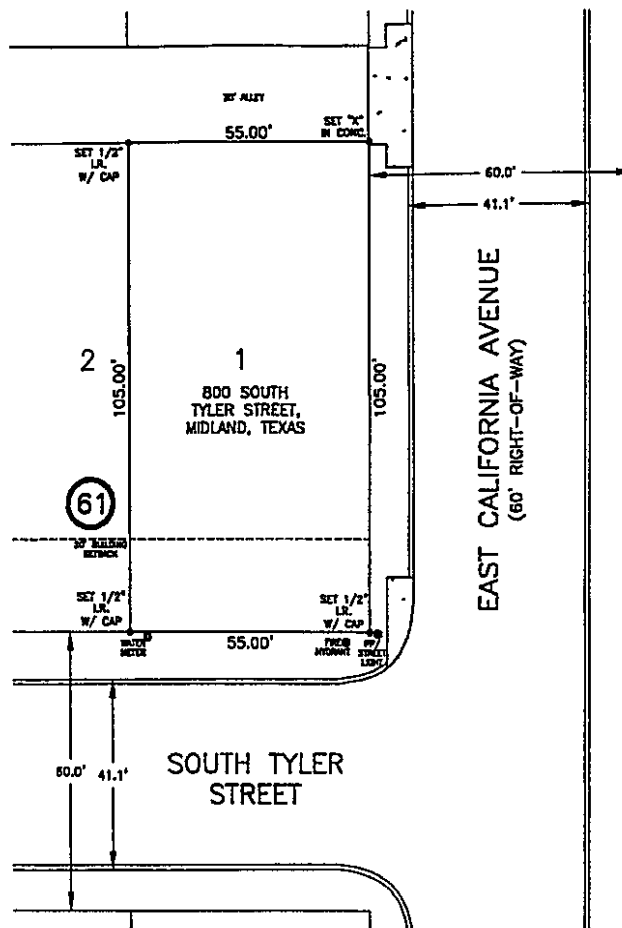
\_\_\_\_\_  
Authorized Agent (signature)

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

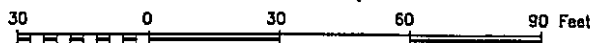
| FOR OFFICE USE ONLY                                                                                                                                   |                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Property Owner Authorization<br><input checked="" type="checkbox"/> Application Fee<br>Check # <u>Paid Online</u> | <input checked="" type="checkbox"/> Dimensioned Site Plan<br><input checked="" type="checkbox"/> Plans in Digital Format (PDF/JPEG) |
| Received By:                                                       | Date: <b>MAR 11 2024</b>                                                                                                            |





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.

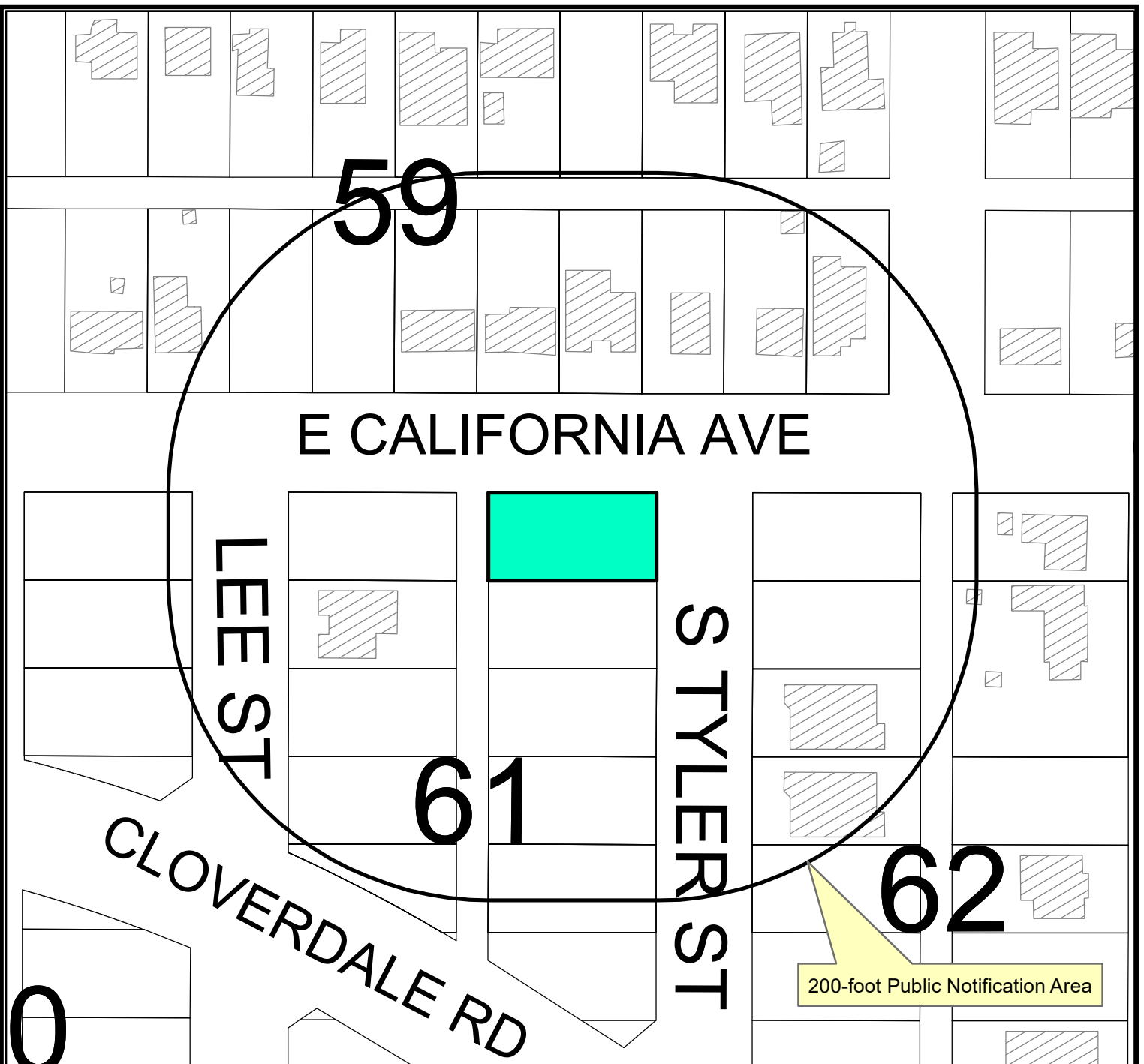
CONSULTING ENGINEERS  
REGISTERED PROFESSIONAL LAND SURVEYORS

FIRM # 10122900/10122901  
4400 N. BIG SPRING SUITE A-8  
MIDLAND, TEXAS 79705  
(432) 682-4460 FAX (432) 682-7997

|      | Drawn      | Chkd       | Surveyed     |
|------|------------|------------|--------------|
| By   | WET        | GMB        | GB           |
| Date | 10-04-2022 | 10-04-2022 | May 28, 2024 |

PACKET

17.9



## 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

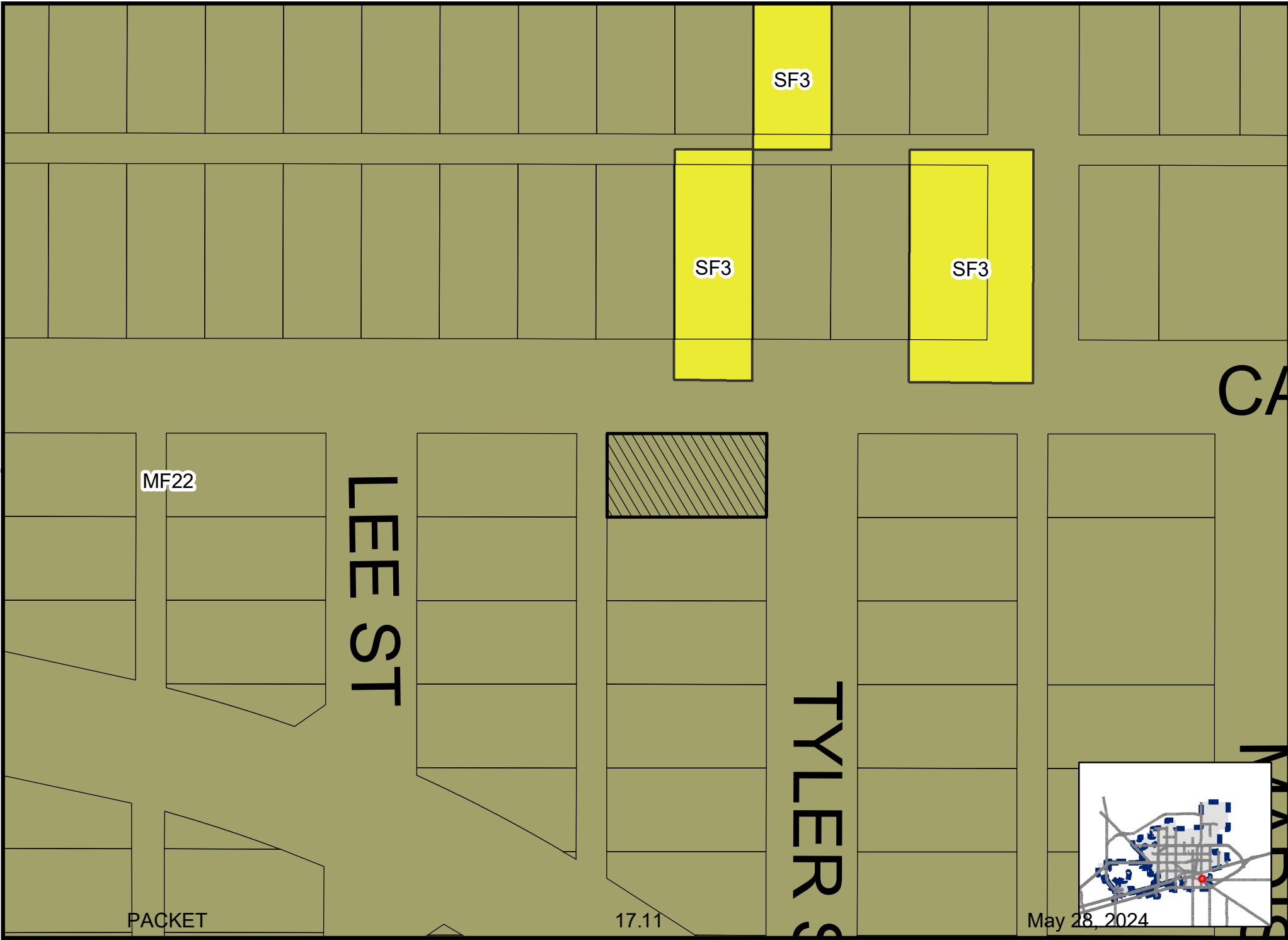


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 28, 2024







PACKET

17.12

May 28, 2024





TEXAN ELITE  
CONTRACTORS  
432.269.2539/432.260.9690

TEXAN ELITE  
CONTRACTORS  
432.269.2539/432.260.9690

PACKET

17.13

May 28, 2024





# City Council Meeting

**Item Number:** 18  
**Meeting Date:** May 14, 2024, May 28, 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: \_\_\_\_\_

|                                                                                       |            |                             |           |
|---------------------------------------------------------------------------------------|------------|-----------------------------|-----------|
| <b>Applicant</b> (if acting as Agent, see affidavit on page 2)<br>Printed Name: _____ |            | Phone (    )<br>Email _____ |           |
| Address _____                                                                         | City _____ | State _____                 | Zip _____ |

|                                                                          |                     |                                           |                  |
|--------------------------------------------------------------------------|---------------------|-------------------------------------------|------------------|
| <b>Property Owner</b><br>Printed Name: <u>José Alfredo Zarate Mendez</u> |                     | Phone <u>(432) 2606127</u><br>Email _____ |                  |
| Address <u>500 S Webster</u>                                             | City <u>Midland</u> | State <u>TX</u>                           | Zip <u>79701</u> |

|                                                                                                                                         |                     |                             |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------|------------------|
| <b>Representative</b> (if different from Applicant or Property Owner)<br>Firm: _____<br>Printed Name: <u>José Alfredo Zarate Mendez</u> |                     | Phone (    )<br>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> |                                          | <del>703 Webster</del><br><del>705 Webster</del> |  |
| Legal Description <u>015/041</u>            | <u>703 Webster</u><br><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><br>(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

|                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submittal and Fees</b><br>Items to be submitted with this application form: <ul style="list-style-type: none"><li>• Application Fee – Payable to the 'City of Midland'</li><li>• Dimensioned Site Plan</li><li>• Digital Copies of Site Plan (PDF/JPEG)</li></ul> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**Signature** (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

Date:

Applicant (printed):

Property Owner (signature): Jose Alfredo Zarate Mendez

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 # 2149

Received By: DB

Date:

**RECEIVED**  
**MAR 19 2024**

**\*\*Application will not be considered for scheduling until reviewed by a planner.\*\***

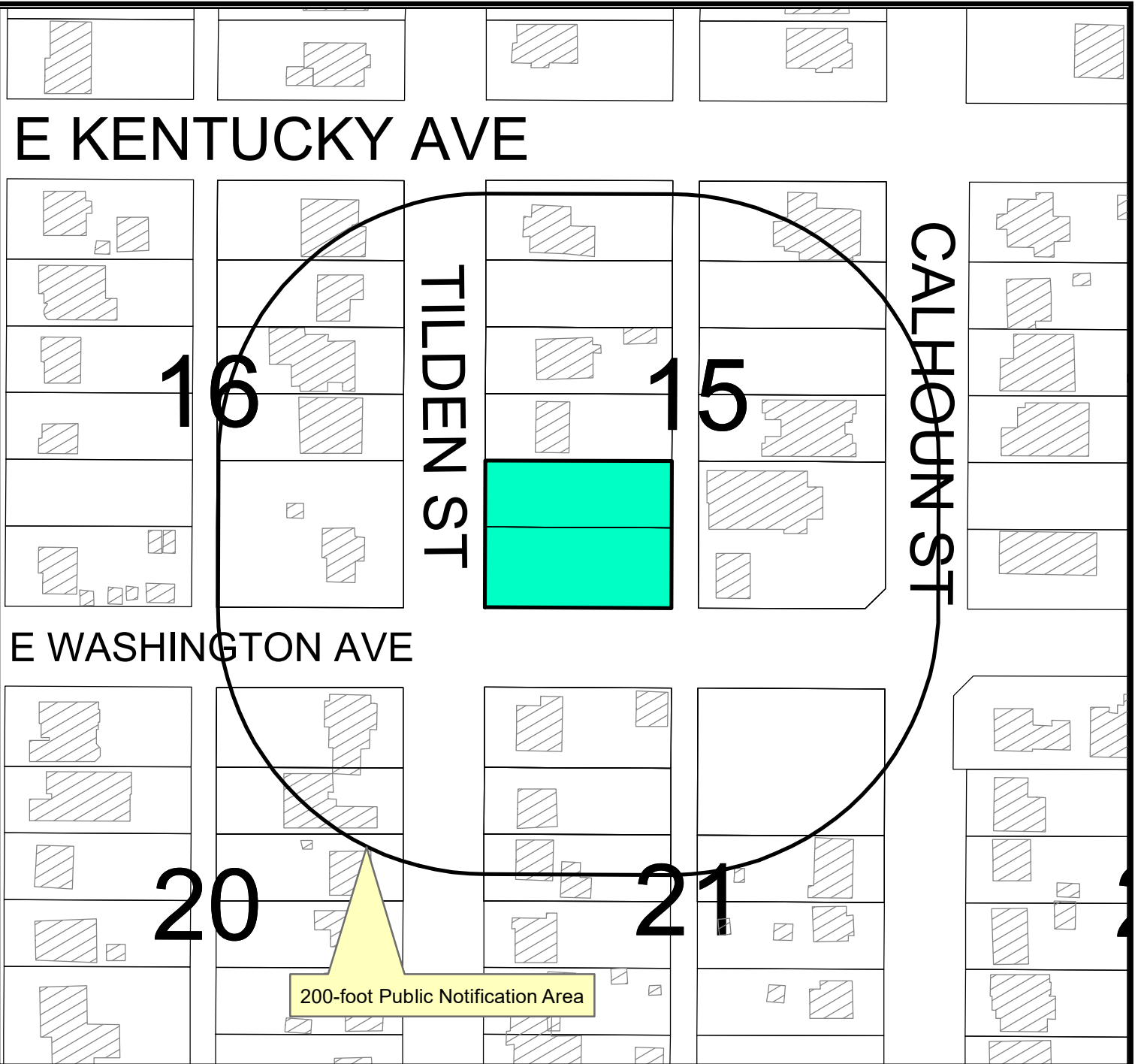
PACKET  
Special Exception Application

18.8  
2

May 28, 2024  
Revised 12/6/16







## 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

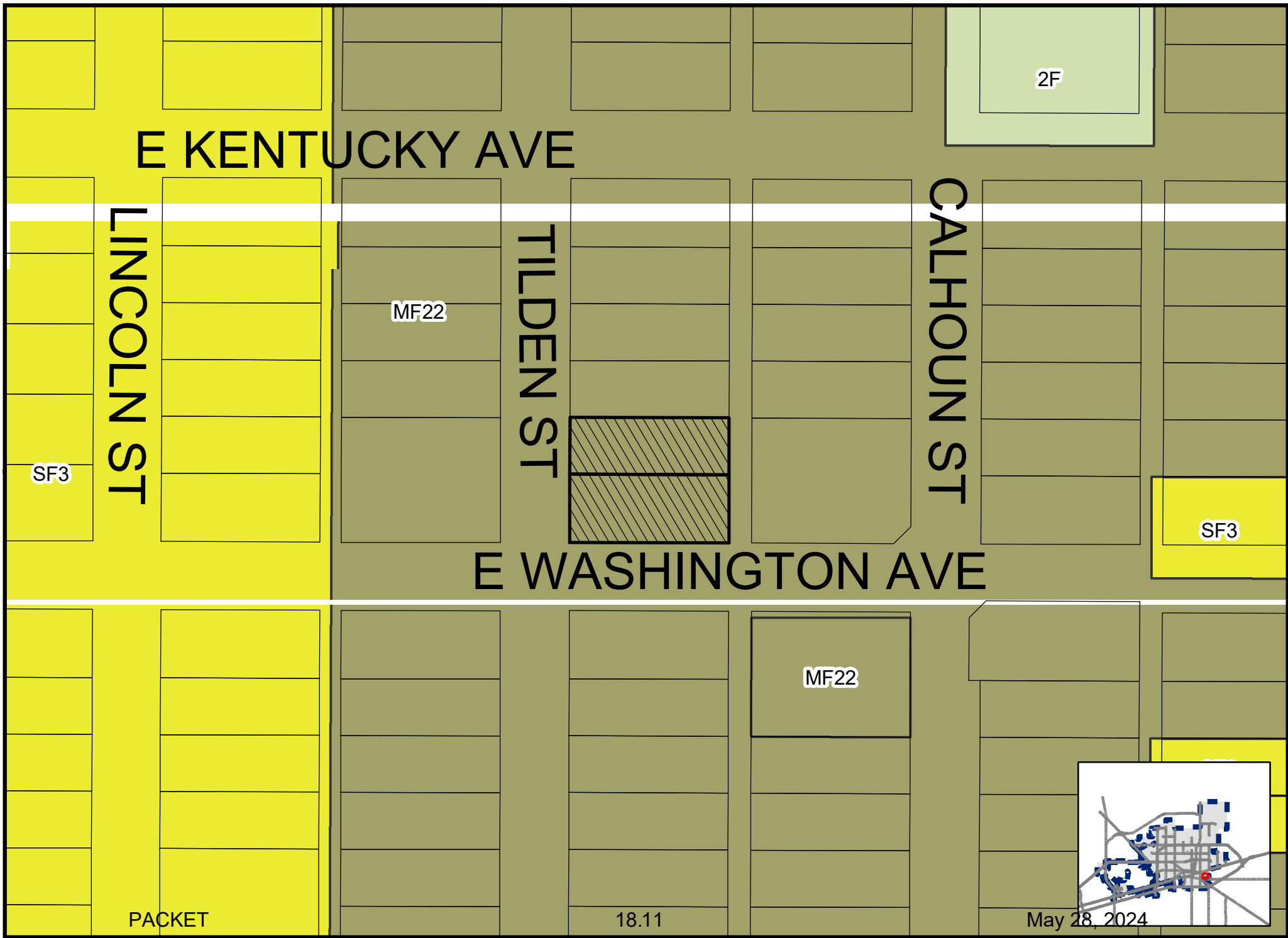
May 28, 2024

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.

PACKET

18.10





SIDEN ST

15

PACKET

18.12

May 28, 2024





PACKET

18.13

May 28, 2024





# City Council Meeting

**Item Number:** 19  
**Meeting Date:** May 14, 2024, May 28, 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

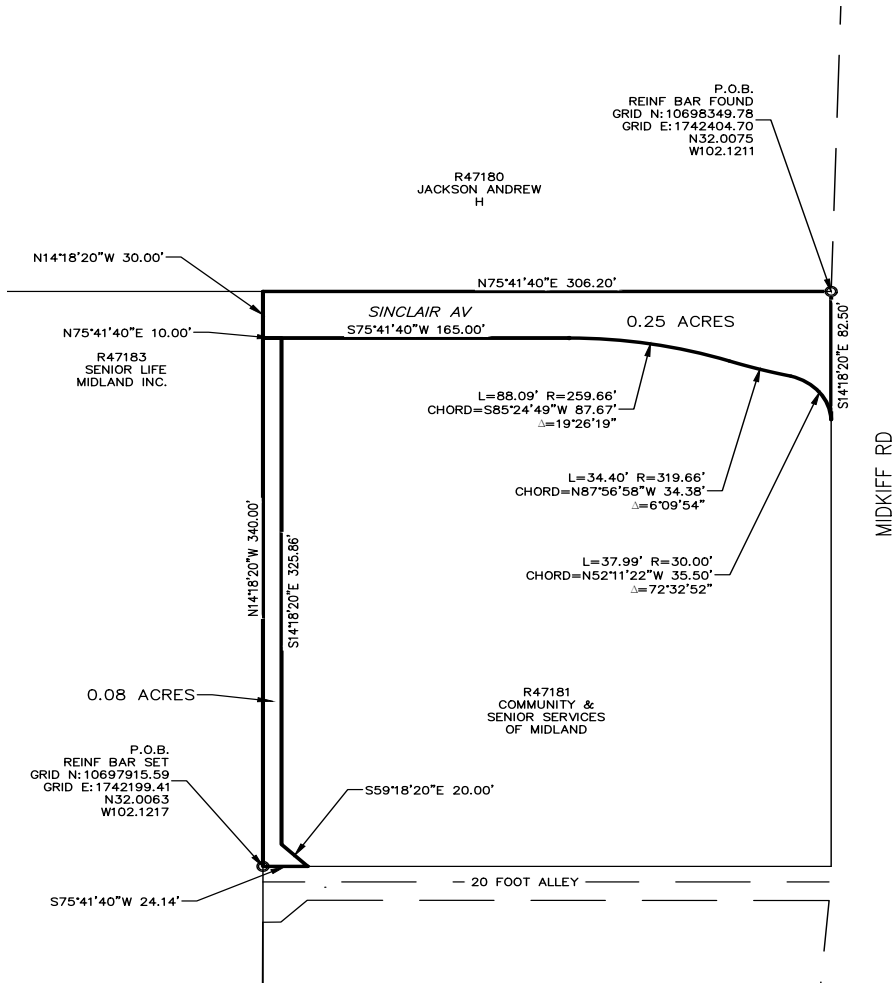
APPROVED AS TO CONTENT  
AND COMPLETENESS:

\_\_\_\_\_  
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.

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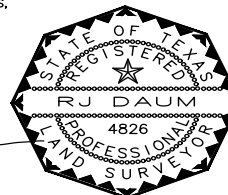
## Surveyor Certification

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 28, 2024

SCALE: 1" = 80' REV 1-12-24

PROJECT: 79394  
 JOB NO: 79,394

## LEGEND:

MONUMENT AS DESCRIBED  
 PROPERTY LINE  
 ADJOINING PROPERTIES

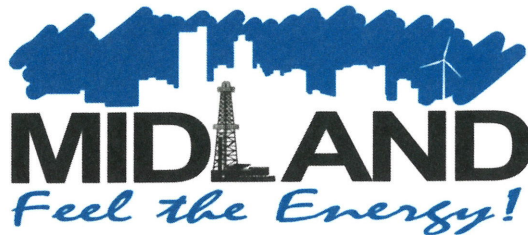


**SCHUMANN**  
 SUPACORP, INC.  
 A LATERAL LAND COMPANY

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:

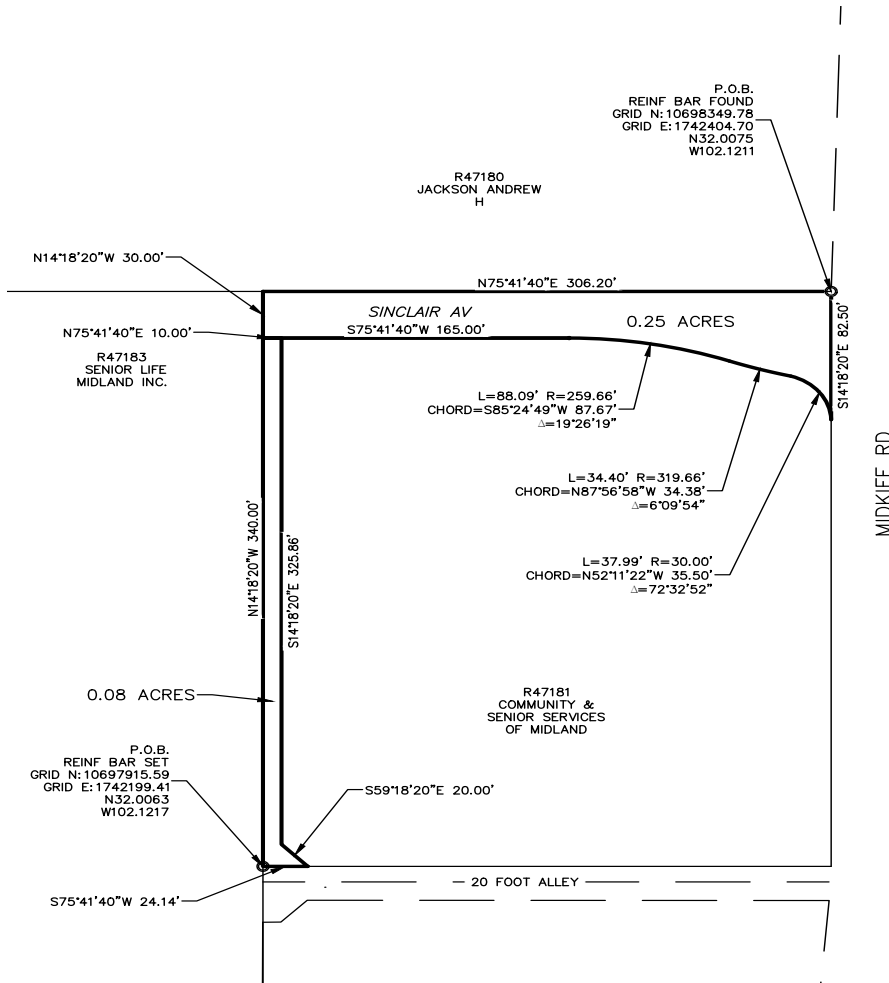
The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$7,623.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest 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





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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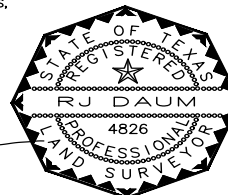
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DATED THIS 14TH DAY OF DECEMBER, 2023

*[Signature]* 19,10  
 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  
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May 28, 2024

SCALE: 1" = 80' REV 1-12-24 PROJECT: 79394 JOB NO: 79,394

#### LEGEND:

MONUMENT AS DESCRIBED  
 PROPERTY LINE  
 ADJOINING PROPERTIES



**SCHUMANN**  
**SUPACKET, INC.**  
 A LATERAL LAND COMPANY

800 N. MARLENFELD STREET  
 SUITE 100  
 MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500

Office (432) 684-5548



**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.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

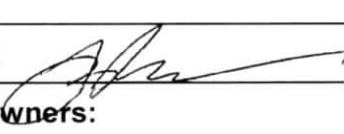
The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

## 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

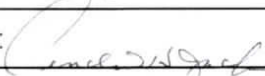
Applicant (signature):

 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.*

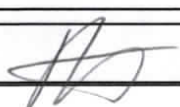
## FOR OFFICE USE ONLY

☒ 1 FOLDED Copy of Survey

☒ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check # \_\_\_\_\_

Received By: 

Date:

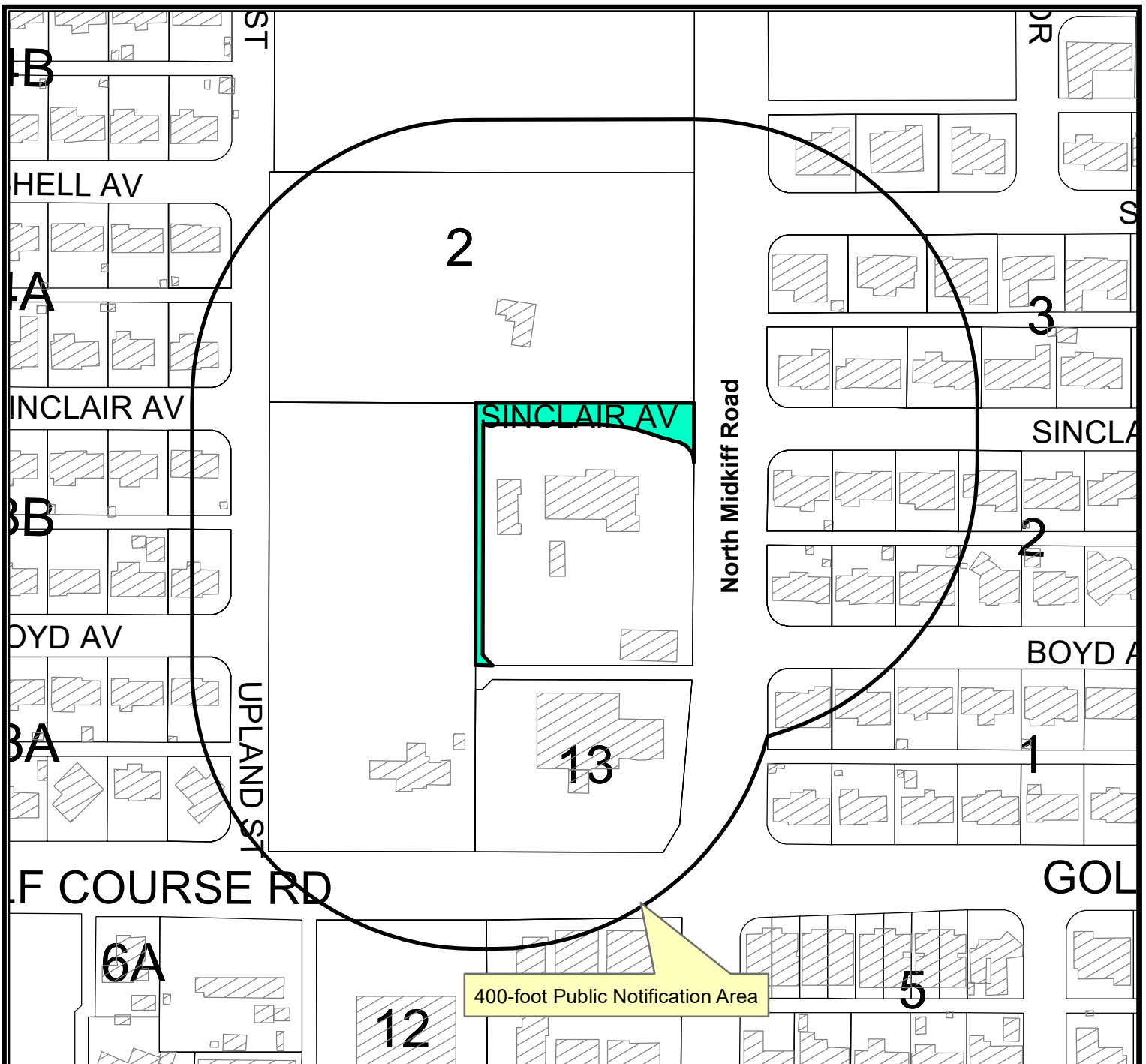


BY: \_\_\_\_\_

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

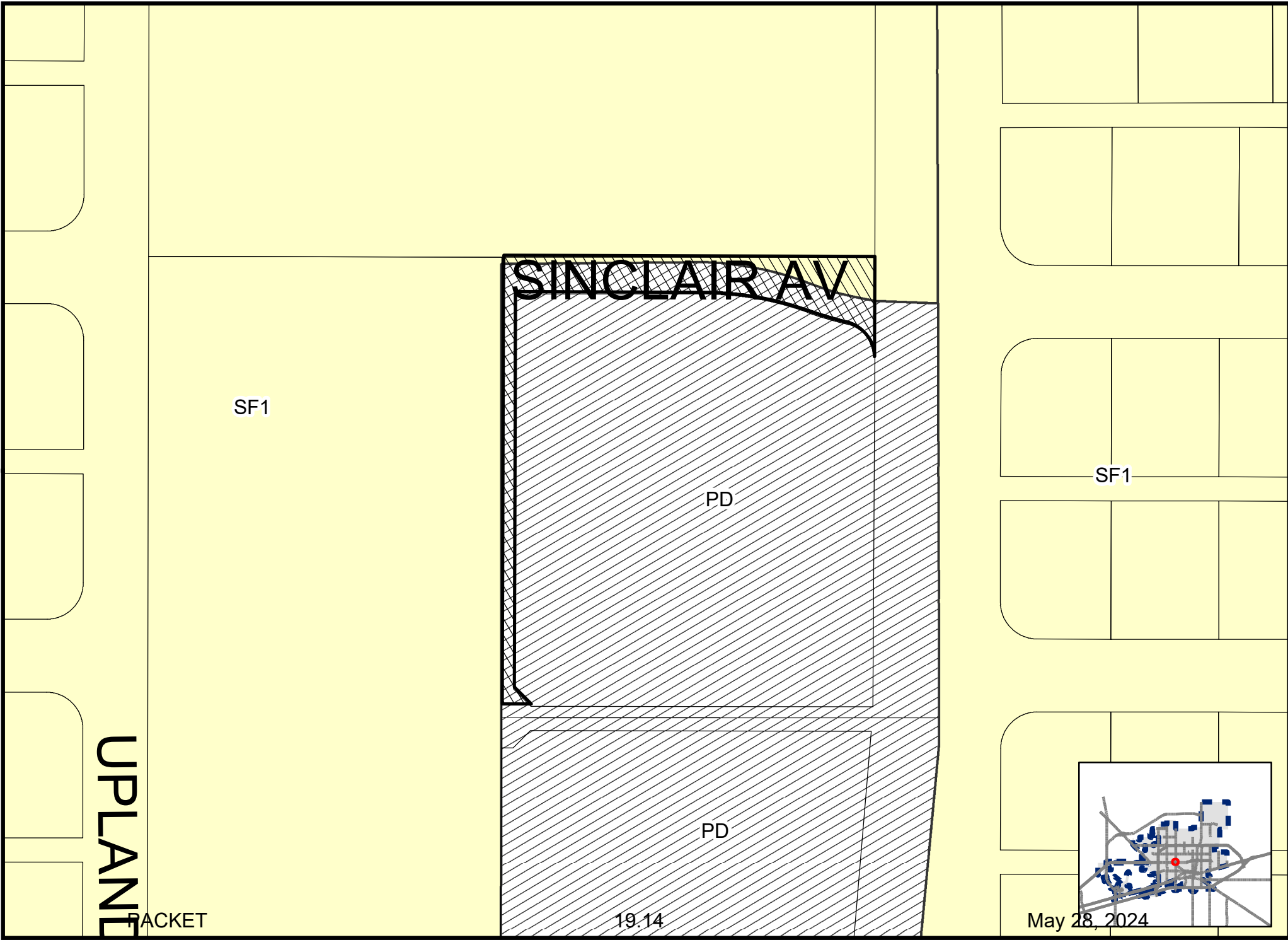


©THE CITY OF MIDLAND - 2021

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 28, 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

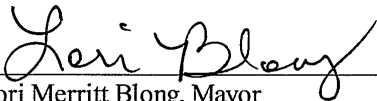
The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Poole, seconded by Council

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

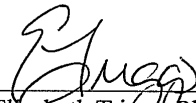
PASSED AND APPROVED THIS 13th day of February, A.D., 2024.

  
Lori Merritt Blong, Mayor

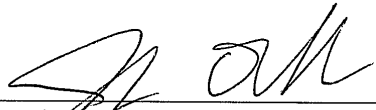
ATTEST:

  
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT  
AND COMPLETENESS:

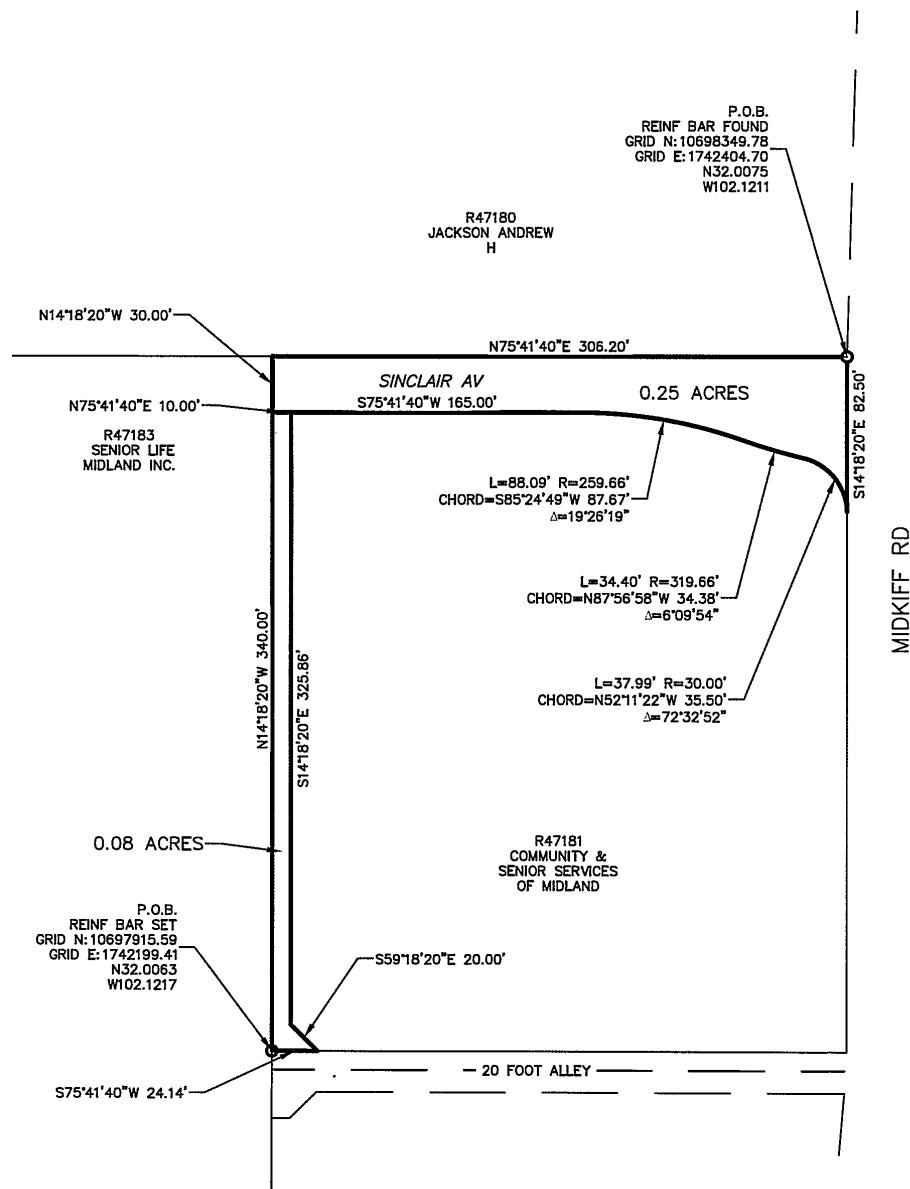
  
Elizabeth Triggs, Planning and Development Officer

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 TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10698349.78, E:1742404.70) ALSO BEING THE SOUTHEAST CORNER OF SUNSET ACRES, BLOCK 2, THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS;

THENCE SOUTH 14°18'20" EAST 82.50 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT AND THE BEGINNING OF A CURVE TO

THENCE 37.99 FEET ALONG A CURVE WITH A RADIUS OF 30.00 FEET, 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 THE CURVE RIGHT;

THENCE 34.40 FEET ALONG A CURVE WITH A RADIUS OF 319.66 FEET, ANGLE OF 6°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 THE CURVE RIGHT;

THENCE 88.09 FEET ALONG A CURVE WITH A RADIUS OF 259.66 FEET, ANGLE OF 19°26'19", AND A CHORD BEARING OF NORTH 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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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:**

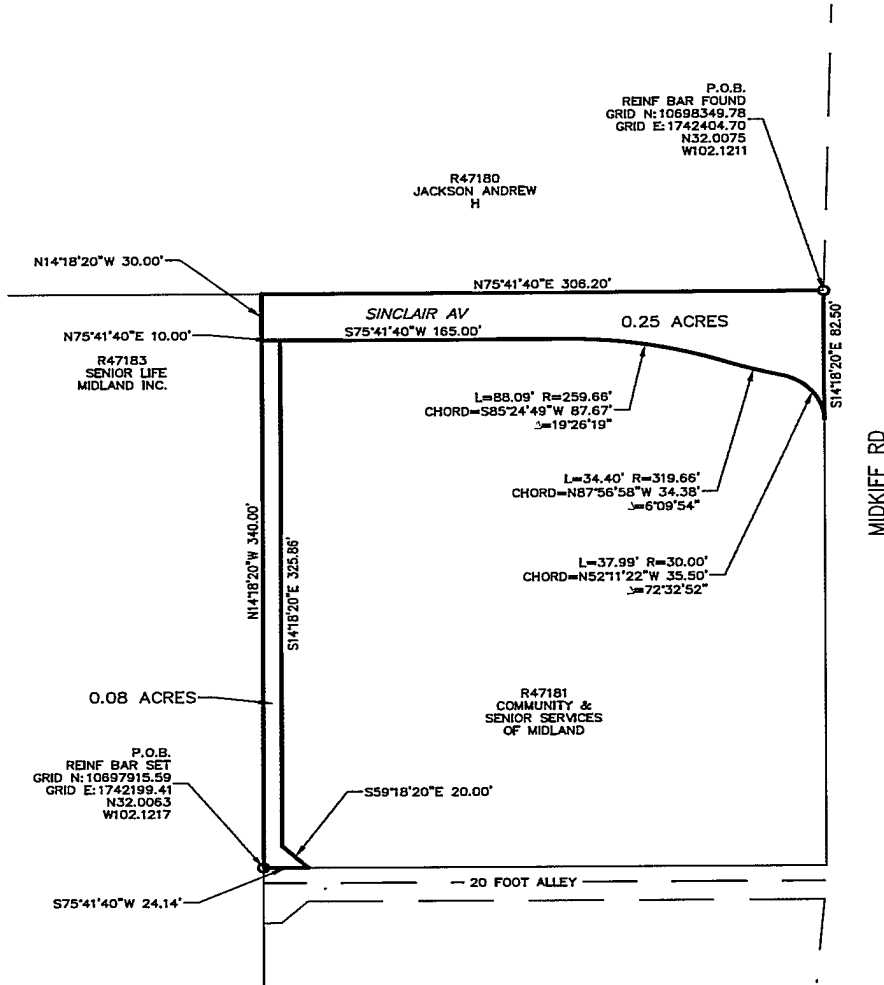
Vacation Survey (Exhibit A)  
Application  
Maps  
Responses from Franchise Utility Companies

*For E. Out*

---

City Manager's Office

# EXHIBIT "A"



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 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;  
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 HENCE SOUTH 59°18'20" EAST 20.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT;  
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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;  
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 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.

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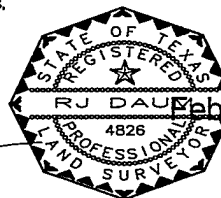
**LEGEND:**  
 ○ MONUMENT AS DESCRIBED  
 — PROPERTY LINE  
 — ADJOINING PROPERTIES

**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

**SCHUMANN**  
 PROPERTY, INC.  
 A LATERAL LAND COMPANY

300 N. WARDENFELD STREET  
 SUITE 100  
 MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149600

Office (432) 684-3548



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

PACKET

00.25

EXHIBIT "B"  
February 28, 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
- ☐ 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

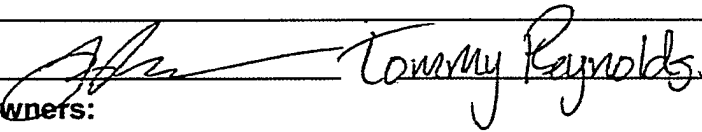
The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

## 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

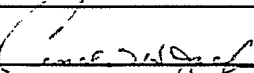
Applicant (signature):

 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.*

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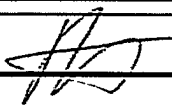
## FOR OFFICE USE ONLY

☒ 1 FOLDED Copy of Survey

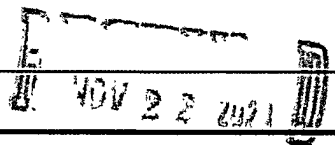
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Check # \_\_\_\_\_

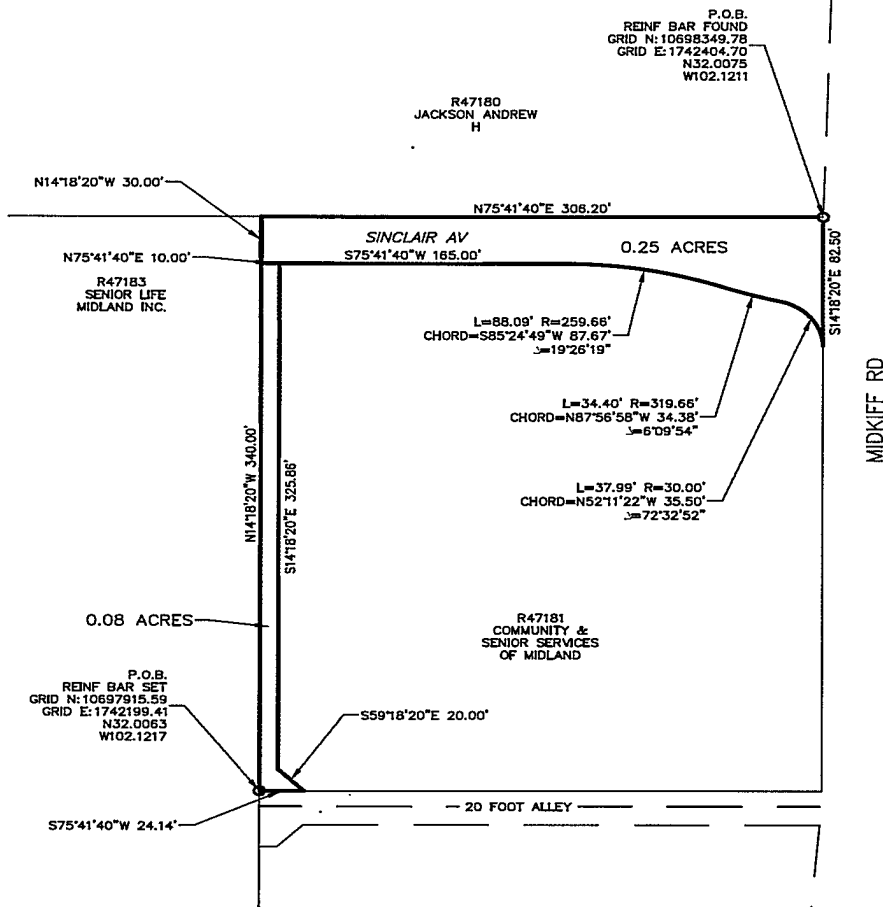
Received By: 

Date:



BY: \_\_\_\_\_

PACKET Application will not be considered for scheduling until reviewed by a planner. \*\* February 13, 2024



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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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.

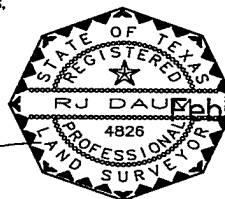
#### Surveyor Certification

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 MIDLAND COUNTY CLERKS OFFICE  
MAY 28, 2024  
MIDLAND COUNTY, TEXAS

SCALE: 1" = 80' REV 1-12-24

PROJECT: 79394  
JOB NO: 79,394



## LOCATION MAP

**V-23-0058**

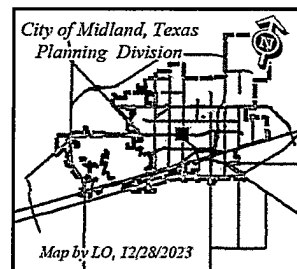
**Scale: 1" = 203'**

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

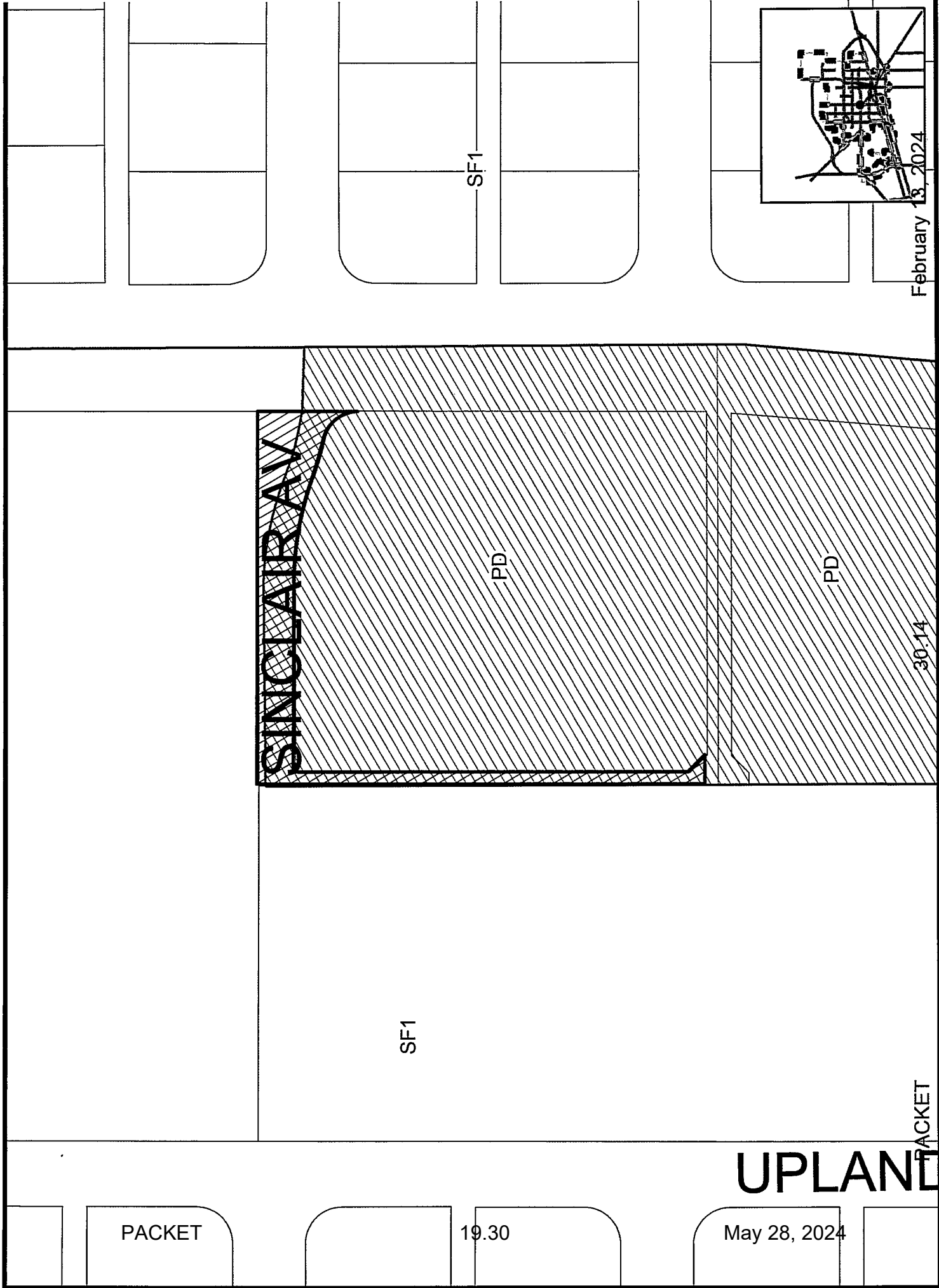


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

February 28, 2024



THE CITY OF MIDLAND, 2024. THIS DATA IS NOT A SUBSTITUTE FOR A SURVEY PROFESSIONAL'S WORK. IT IS DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



# ZONING MAP

Scale: 1" = 99.81

V-23-0058

Map By: LO, 1/11/2024

## 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

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1

February 18, 2024

Development Services  
O. 432-685-7405  
[ljochoa@midlandtexas.gov](mailto: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](mailto: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](mailto:Ruben.Guerra@astound.com)

**Astound Business Solutions**

**Powered by RCN | Grande | Wave**

**[astound.com](http://astound.com)**

On Thu, Jan 4, 2024 at 4:26 PM Landon J. Ochoa <[ljocha@midlandtexas.gov](mailto: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](mailto:ljocha@midlandtexas.gov)



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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 cursive script that reads "Mark Lieb".

Mark Lieb  
Project Specialist  
Atmos Energy/Permian Basin  
432-967-0370 cell  
mark.lieb@atmosenergy.com

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February 13, 2024  
May 28, 2024

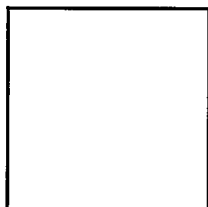
## Landon J. Ochoa

---

**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](mailto:Hannah.Hamilton@oncor.com)

---

**From:** Landon J. Ochoa <[ljochoa@midlandtexas.gov](mailto:ljochoa@midlandtexas.gov)>  
**Sent:** Friday, January 12, 2024 3:36 PM  
**To:** Arguello, Martin <[Martin.Arguello@oncor.com](mailto:Martin.Arguello@oncor.com)>; Hamilton, Hannah <[Hannah.Hamilton@oncor.com](mailto:Hannah.Hamilton@oncor.com)>; Molina, Sergio <[Sergio.Molina@oncor.com](mailto:Sergio.Molina@oncor.com)>  
**Subject:** RE: Community & Senior Services Vacation

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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](mailto:martin.arguello@oncor.com)>; Hamilton, Hannah <[Hannah.Hamilton@oncor.com](mailto:Hannah.Hamilton@oncor.com)>; Molina, Sergio <[Sergio.Molina@oncor.com](mailto: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**

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Feb 28, 2024

Planning Division

Development Services

O. 432-685-7405

[ljochoa@midlandtexas.gov](mailto:ljochoa@midlandtexas.gov)

<image001.png>

<image002.png>

<image003.png>

<image004.png>

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, 2<sup>ND</sup> Flr, Midland, TX 79701  
m 432.559.2890 | [VG064Q@att.com](mailto: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, 2<sup>ND</sup> Flr, Midland, TX 79701

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---

**From:** Landon J. Ochoa <[ljchoa@midlandtexas.gov](mailto:ljchoa@midlandtexas.gov)>

**Sent:** Tuesday, January 16, 2024 10:45 AM

**To:** GONZALEZ, VINCENT <[vg064q@att.com](mailto: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](mailto:vg064q@att.com)>

**Sent:** Tuesday, January 16, 2024 8:41 AM

**To:** Landon J. Ochoa <[ljchoa@midlandtexas.gov](mailto:ljchoa@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, 2<sup>ND</sup> Flr, Midland, TX 79701

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2

February 28, 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](mailto: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](mailto:ljochoa@midlandtexas.gov)

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February 23, 2024

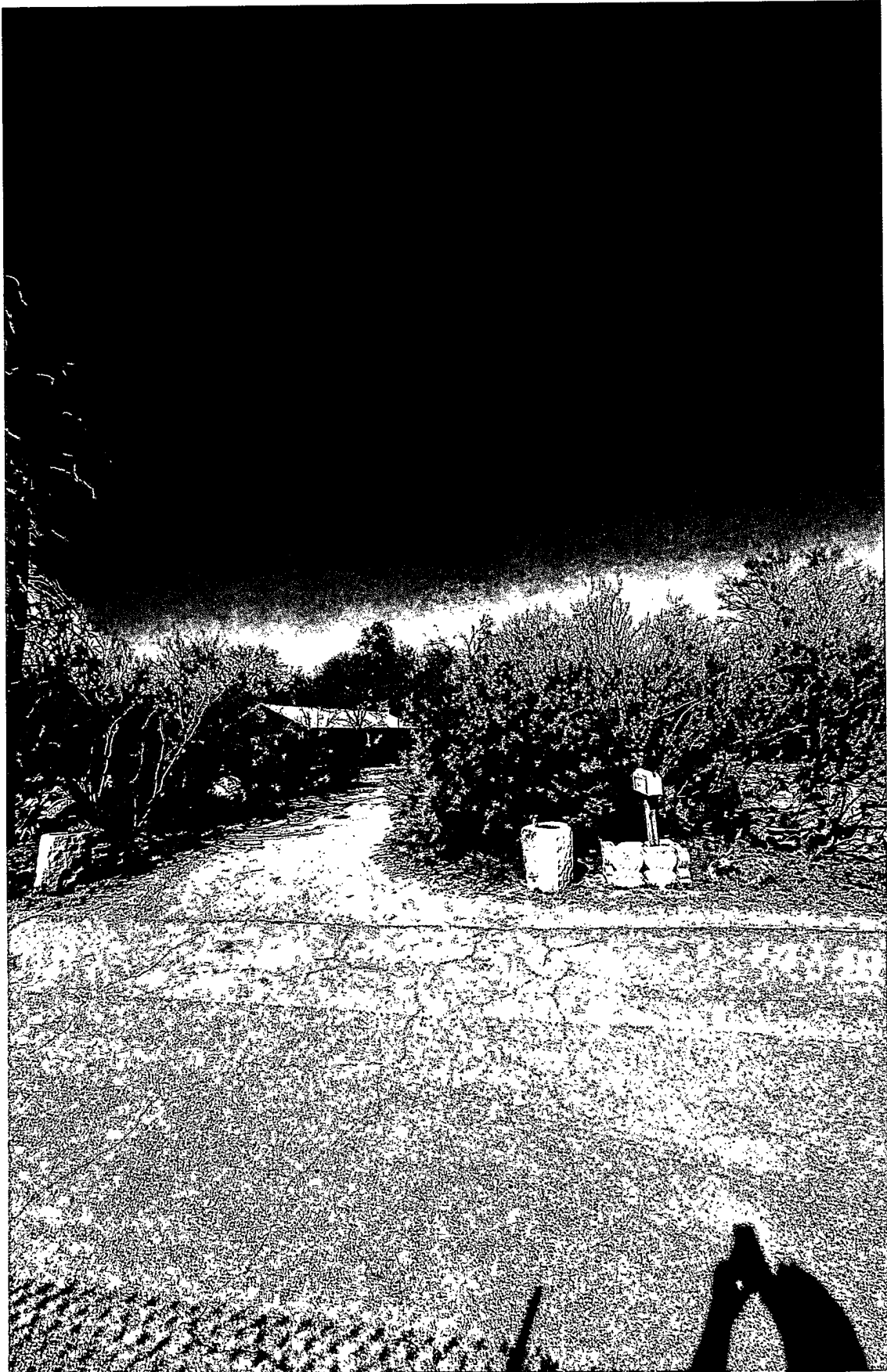


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February 18, 2024





**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

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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

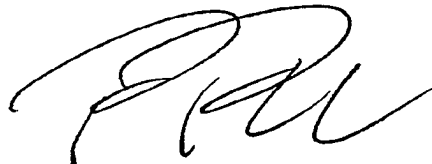
Council members voting "NAY": None

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

309351

February 23, 2024

APPROVED AS TO CONTENT  
AND COMPLETENESS:

A handwritten signature in black 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 black ink, appearing to read "John Ohnemiller", written over a horizontal line.

John Ohnemiller, City Attorney

# EXHIBIT "A"

(4.78 ACRES)  
1443/06 M.C.D.R.

SURVEY PLAT

SEE DETAIL Z

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.)

LOT 1  
SUNSET ACRES  
FILE NO: 2011-17424 M.C.O.P.R.

LEGAL DESCRIPTION: Being 2.273 acres of land situate in Section 26, Range 36 T.14N, R.3E, Co. Garvey, 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 Deed Records of Midland County, Texas, said 2.273 acre tract being more particularly shown & noted in red ink and as surveyed under the supervision of Crane Texas Land Services, Inc. on December, 2014 & January 2015.

WELSHKINDS as a 1/2 inch iron rod set on the west line of Sinclair Avenue, 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" was as corner found for the northeast corner of that certain tract described in File No. 2011-17424 of the Deed Records of Midland County, Texas from South 12°0'45" East a distance of 14.27 feet.

THENCE South 77°05'00" West a distance of 292.06 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-southwestern corner here of;

THENCE North 59°42'23" West a distance of 24.00 feet along the southerly-southwestern line of said 2.248 acre tract to a 1/2 inch iron rod set for the final southerly-southwestern corner here of;

THENCE North 16°42'23" West a distance of 113.85 feet along the east line of said 10 foot alley and the west line of said 2.248 acre tract to an "X" marked in concrete on the south line of Sinclair Avenue for the northeastern corner of said 2.248 acre tract and the northeastern corner here of;

THENCE South 77°05'00" East a distance of 292.06 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-southwestern corner here of;

1. From 77°05'00" East a distance of 14.27 feet to a 1/2 inch iron rod set for a corner here of;

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 87°22'39" East, with a chord length of 46.25 feet to a 1/2 inch iron rod set for a corner here of;

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 89°47'00" East, with a chord length of 12.91 feet to a 1/2 inch iron rod set for a corner here of;

4. With a reverse curve bearing to the right with an arc length of 29.15 feet, with a radius of 393.06 feet, with a chord bearing of South 57°37'21" East, with a chord length of 17.16 feet to a 1/2 inch iron rod set on the west line of said Midway Road and the east line of said 2.248 acre tract;

THENCE South 14°42'23" East a distance of 234.56 feet along the west line of said Midway 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.

| CURVE | ARC LENGTH | CHORD | BEARING       | CHORD BEARING | CHORD LENGTH |
|-------|------------|-------|---------------|---------------|--------------|
| C1    | 88.16      | 46.25 | N 87°22'39" E | N 87°22'39" E | 88.16        |
| C2    | 23.31      | 12.91 | S 89°47'00" E | S 89°47'00" E | 23.31        |
| C3    | 29.15      | 17.16 | S 57°37'21" E | S 57°37'21" E | 29.15        |

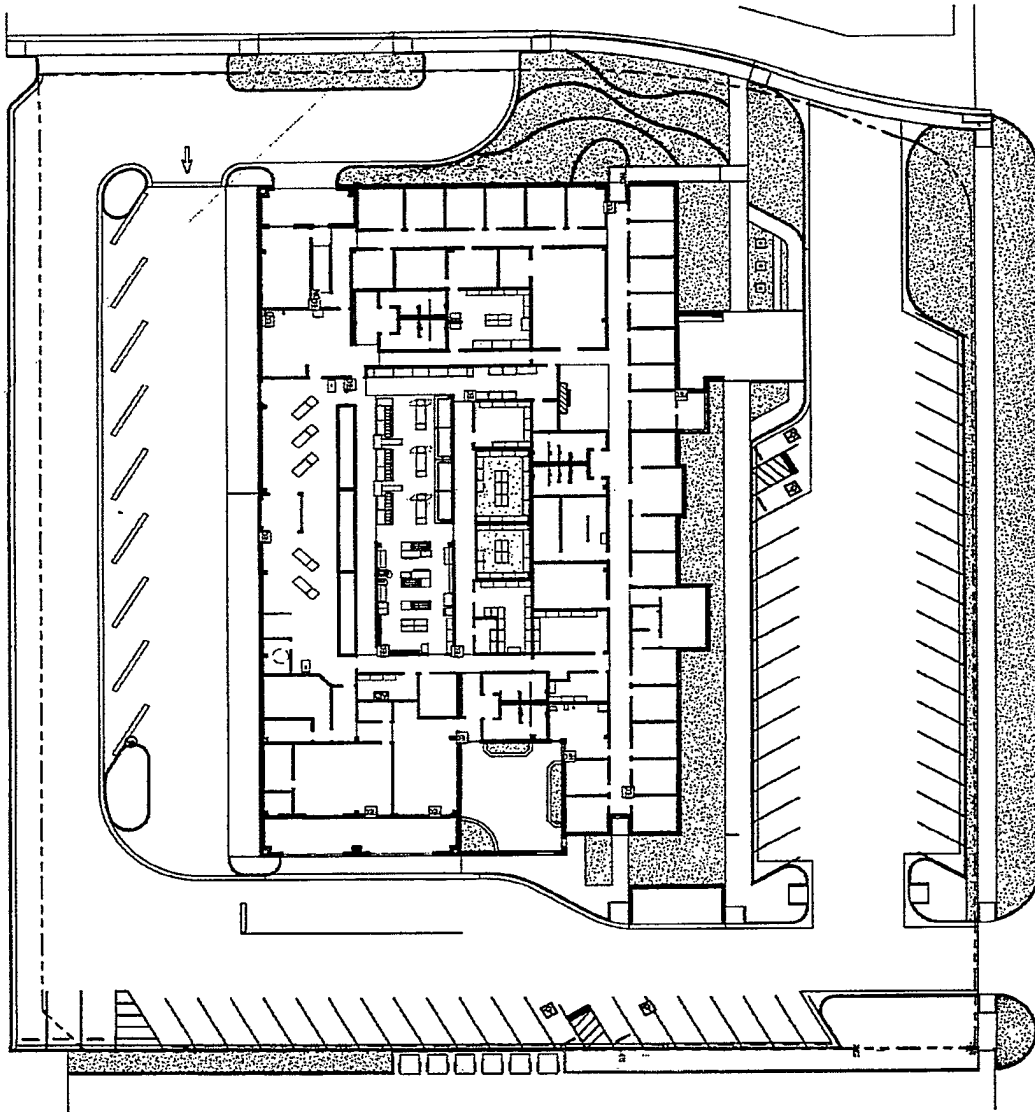
| CURVE | ARC LENGTH | CHORD | BEARING       | CHORD BEARING | CHORD LENGTH |
|-------|------------|-------|---------------|---------------|--------------|
| C1    | 88.16      | 46.25 | N 87°22'39" E | N 87°22'39" E | 88.16        |
| C2    | 23.31      | 12.91 | S 89°47'00" E | S 89°47'00" E | 23.31        |
| C3    | 29.15      | 17.16 | S 57°37'21" E | S 57°37'21" E | 29.15        |

| TREE NUMBER | SPECIES  | DIAMETER |
|-------------|----------|----------|
| 1           | OAK      | 24"      |
| 2           | OAK      | 24"      |
| 3           | MESQUITE | 8"       |
| 4           | OAK      | 12"      |
| 5           | OAK      | 42"      |
| 6           | OAK      | 16"      |
| 7           | OAK      | TWIN 12" |
| 8           | OAK      | TWIN 12" |
| 9           | PECAN    | 21"      |
| 10          | PECAN    | 24"      |
| 11          | PECAN    | 20"      |
| 12          | PECAN    | 18"      |

February 28, 2024

30853

# EXHIBIT "B"



PACKET

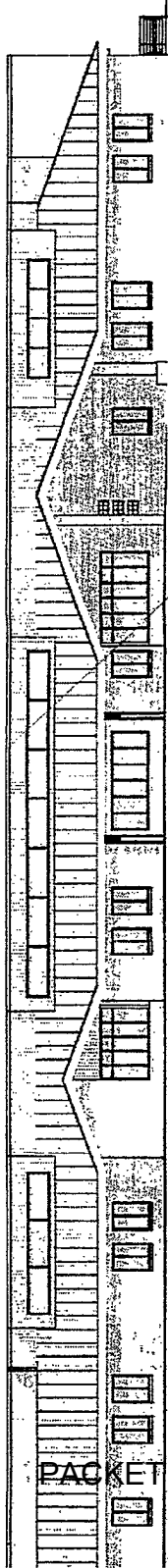
19.54

May 28, 2024

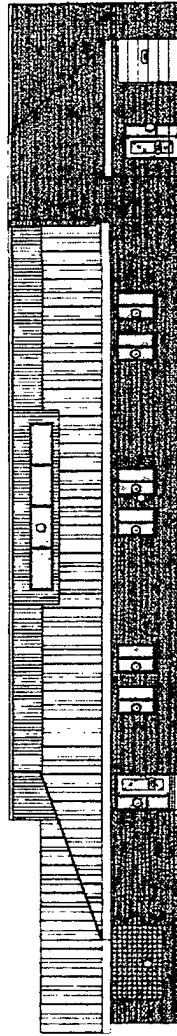
PACKET

NEW FACILITY 30.38

# EXHIBIT "B" (cont'd)



ITION EXHIBIT

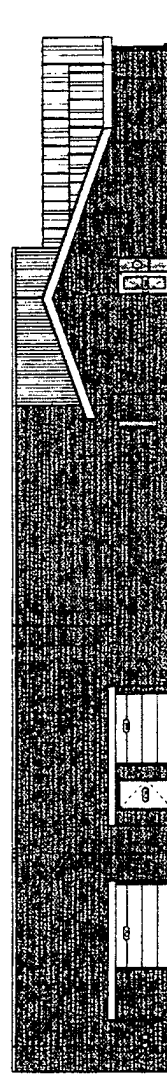


2 EAST ELEVATION EXHIBIT  
A116 W-112

19



ITION EXHIBIT



4 WEST ELEVATION EXHIBIT  
A116 W-112

May 28, 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

PACKET

39.406

February 28, 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.

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22.2

October 12, 2021

PACKET

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Feb 28, 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

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30.48

Feb 28, 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

309.59

February 28, 2024

## SURVEY PLAN

SEE DETAIL 1

SEE DETAIL D

SEE DETAIL A

SEE DETAIL B

AVENUE (VARIABLE R.O.W.)

165.00  
165.00

### DETAIL

NO STORY  
ON A MOUNTAIN

2.278 ACRES  
BEING ALL OF  
913/525 M.C.D.R.

MIDKIFF ROAD (100' R.O.W.)

MIDKIFF  
ROAD (VARIABLE)  
345/15 M.C.D.R.  
R.O.W.

N 59°24'2  
20.00  
(N 50°00'0  
(20.00)

(N 50°00'00"  
(20.50'

LOT 1  
SUNSET ACRES  
FILE NO: 2011-17424 M.C.O.P.R.

LEGAL DESCRIPTION: Being 2.273 acres of land out of Section 20, Block 3, T 5 S, R 4 E, E 2 S, Survey, Abstract No. 1120 in Midland County, Texas and also being all of that certain 2.269 acre tract described as Volume 117, Page 515 of the Official Records of Midland County, Texas, said 2.273 acre tract being more particularly described as follows: see map on next page.

**BEGINNING at a 1/2 inch scale run east in the town Right of Way line of Millbrook Road, the north line of a 70 foot alley and that east line of said Tract 6 from the southeast corner of said Tract 6 to each end and the southeast corner hereof and bear westerly as "A" and go easterly toward it the northeast corner of that same tract of land back to the**

THESE 2 is with 75-55352. West a distance of 254 ft east along the north line of road 28 feet alley and the south line of road 2,260 across tract to a 1/2 mile across road line the most southerly southerly corner here of.

THENCE North 54° 18' 15" and a distance of 29.00 feet along the southwesterly corner line of said 2.269 acres to a 1/2 acre tract and west on the east line of a 16.9966 acres lot the street corner to the intersection of said street;

THOMAS made 24,252.50 and a balance of 721.50 but along the east line of said 18-foot alley and the west line of said 2,490 acre tract he set "X" and had an acreage of the north line of Superior Avenue for the northern corner of said 2,569 acre tract and the southern corner thereof.

- North Street East is a distance of 185.00 feet to a 1/2 inch by 6 inch rail nail for a concrete base.

1. A 25-foot tree is  $1/2$  inch across and has a circumference of 78.5 inches. What is the radius of the tree?

[illegible]

| CURVE | ARC LENGTH | ANGLE  | DELTA ANGLE | CHORD BEARING   | CHORD LENGTH |
|-------|------------|--------|-------------|-----------------|--------------|
| C1    | 88.66      | 229.65 | 18° 34' 04" | N 61° 25' 58" E | 88.28        |
| C2    | 23.31      | 319.66 | 6° 10' 40"  | S 83° 43' 58" E | 23.30        |
| C3    | 39.80      | 30.00  | 78° 17' 58" | S 57° 33' 21" E | 37.08        |

| RECORD CURVE TABLE |            |        |             |                 |              |
|--------------------|------------|--------|-------------|-----------------|--------------|
| CURVE              | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING   | CHORD LENGTH |
| C1                 | 66.66      | 256.68 | 18° 34' 00" | N 04° 47' 00" E | 66.34        |
| C2                 | 35.72      | 516.66 | 27° 51' 50" | S 88° 21' 50" E | 52.71        |
| C3                 | 50.00      | 300.00 | 36° 07' 28" | E 35° 08' 00" S | 52.00        |

| TRFT NUMBER | SPECIES | DIAMETER |
|-------------|---------|----------|
| 1           | OAK     | 24"      |
| 2           | OAK     | 24"      |
| 3           | WESLEY  | 6"       |
| 4           | OAK     | 10"      |
| 5           | OAK     | 42"      |
| 6           | OAK     | 16"      |
| 7           | OAK     | TWIN 12" |
| 8           | OAK     | TWIN 17" |
| 9           | PECAN   | 21"      |
| 10          | PECAN   | 14"      |
| 11          | PECAN   | 20"      |
| 12          | PECAN   | 18"      |

~~PACKET~~

22.9

October 12, 2021



THE FOLLOWING INFORMATION WAS OBTAINED FROM THE RECORDS OF THE  
FEDERAL BUREAU OF INVESTIGATION, U.S. DEPARTMENT OF JUSTICE  
ON APRIL 1, 1964, AT NEW YORK, NEW YORK.



1. The first of these is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

2. The second is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

3. The third is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

4. The fourth is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

5. The fifth is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

6. The sixth is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

7. The seventh is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

8. The eighth is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

9. The ninth is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

10. The tenth is the fact that the Commission has not yet received any information from the Government of the United States regarding the activities of the Committee for the Liberation of the Americas (CLA) in the United States.

**Legend**

|                                                                                       |               |                                                                                       |               |
|---------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------|---------------|
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |
|  | Majority vote |  | Minority vote |

MEMPHIS COMMUNITY & SOCIAL SERVICES  
 1000 N. GUYTON AVE. SUITE 100  
 MEMPHIS, TENNESSEE 38103  
 (901) 525-1234  
 FAX (901) 525-1235  
 WWW.MCSA.ORG  
 1000 N. GUYTON AVE. SUITE 100  
 MEMPHIS, TENNESSEE 38103  
 (901) 525-1234  
 FAX (901) 525-1235  
 WWW.MCSA.ORG

# FRACKEIT

309440

Feb 28, 2024

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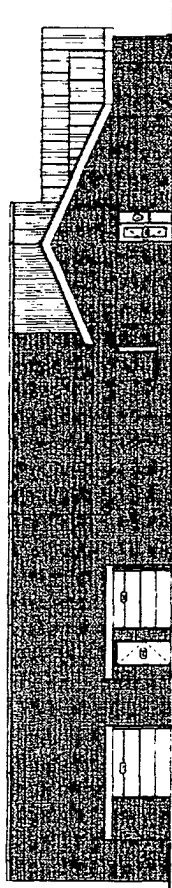
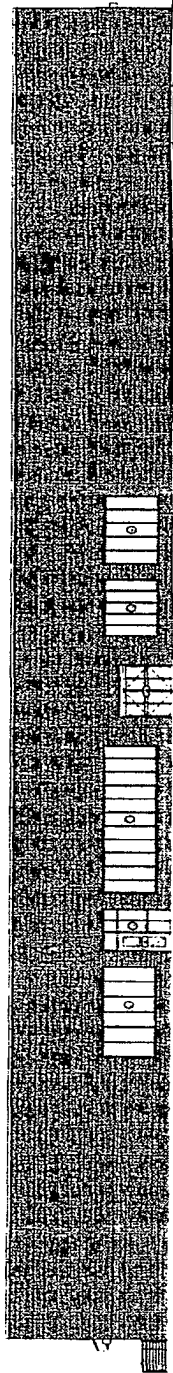
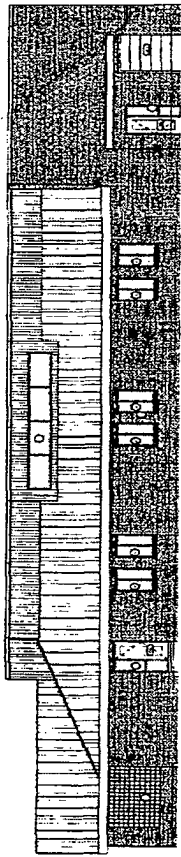
NEW FACILITY 4530

February 13, 2024

VANDERGRIFF GROUP  
ARCHITECTS • PC  
312 N. 800 SPRING BLVD. SU. 400  
AMARILLO, TEXAS 79101

SOUTH ELEVATION EXHIBIT

1135 W 112





**Zone Change/Planned District  
Amendment/Site Plan Approval**

Project Number: 2-21-0256  
Case Number: \_\_\_\_\_

|                                                                                                         |                 |                                                                 |              |
|---------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------|--------------|
| <b>Applicant (if acting as Agent, see affidavit on page 2)</b><br>Printed Name: Stephen T. Marcum, P.E. |                 | Phone (432 ) 685-1226<br>Email<br>smarcum@skylinecivilgroup.com |              |
| Address<br>3323 N. Midland Drive, STE 113-166                                                           | City<br>Midland | State<br>TX                                                     | Zip<br>79707 |

|                                                                               |                 |                                 |              |
|-------------------------------------------------------------------------------|-----------------|---------------------------------|--------------|
| <b>Property Owner</b><br>Printed Name: Community & Senior Services of Midland |                 | Phone ( 432 ) 689-6693<br>Email |              |
| Address<br>3301 Sinclair Ave.                                                 | City<br>Midland | State<br>TX                     | Zip<br>79707 |

|                                                                                                                                                  |      |                        |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------|-----|
| <b>Representative (if different from Applicant or Property Owner)</b><br>Firm: Skyline Civil Group, LLC<br>Printed Name: Stephen T. Marcum, P.E. |      | Phone (     )<br>Email |     |
| Address<br>Same as Above                                                                                                                         | City | State                  | Zip |

|                                                                                                                           |  |
|---------------------------------------------------------------------------------------------------------------------------|--|
| <b>Street Address:</b> 3301 Sinclair Ave.                                                                                 |  |
| <b>Legal Description</b><br>Lot:                      Block:                      Subdivision: RE: Survey Attached Herein |  |

|                                                                                                                                                                                  |                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Current Zoning:</b><br>SF1                                                                                                                                                    | <b>Proposed Zone:</b> O-1<br>(List by tracts if more than one district is requested) |
| <b>Reason for Zone Change Request:</b> Commercial Business / Office Proposed<br>Community driven business / very important/appreciated by senior's within The Midland Community. |                                                                                      |

|                                                                                                        |
|--------------------------------------------------------------------------------------------------------|
| <b>Present Use of Property:</b> Senior Life Facility / Meals on Wheels / Meal Preparation and Delivery |
|--------------------------------------------------------------------------------------------------------|

|                                           |
|-------------------------------------------|
| <b>Proposed Use of Property:</b> Same Use |
|-------------------------------------------|

|                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How would this zone change affect the public health, safety and welfare?</b><br>Community driven business / very important/appreciated by senior's within The Midland Community. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Describe how conditions affecting the property have changed since present zoning designation:</b> N/A<br>Community driven business / very important/appreciated by senior's within The Midland Community. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submittal and Fees</b><br>Items to be submitted with this application form: <ul style="list-style-type: none"><li>• Application Fee – Payable to the 'City of Midland'</li><li>• Dimensioned Site Plan</li><li>• Digital Copies of Site Plan (PDF/JPEG)</li></ul> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PACKET

22.12

October 12, 2021

PACKET

304.63

February 28, 2024

|                                                                                                                                                                                                                                                                                                                                                                                                  |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Signature (by property owner only – authorized agent must sign affidavit below)</b>                                                                                                                                                                                                                                                                                                           |                |
| 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 11<sup>th</sup> 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                                   |                                                             |
|-------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Property Owner Authorization | <input type="checkbox"/> Dimensioned Site Plan              |
| <input type="checkbox"/> Application Fee              | <input type="checkbox"/> 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

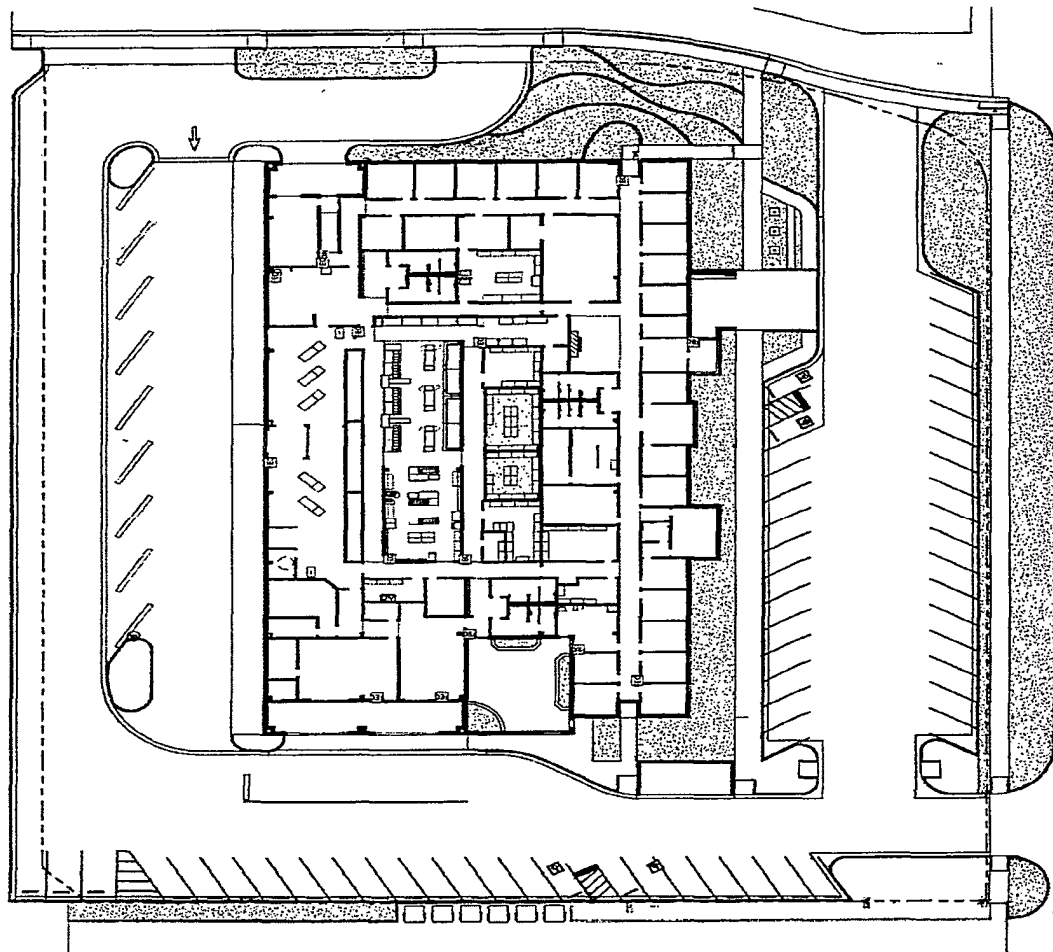
PACKET

30.48

Feb May 28, 2024



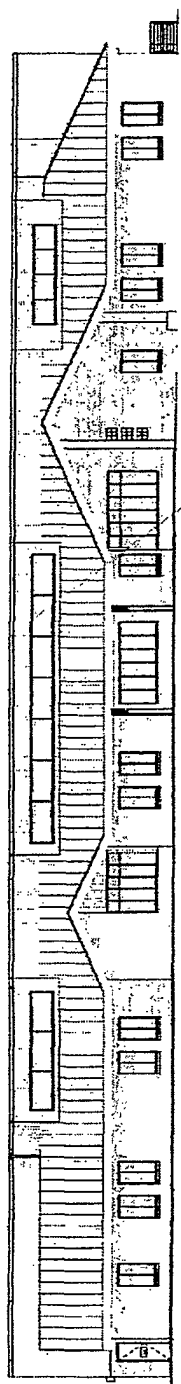




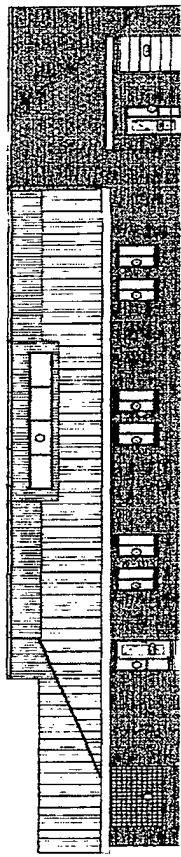
October 12, 2021  
February 13, 2024  
VANBERGRIFF GROUP  
ARCHITECTS • PC  
221 L. HARRISON BLVD. SUITE 100  
ROCKFORD, ILL. 61101

# NEW FACILITY

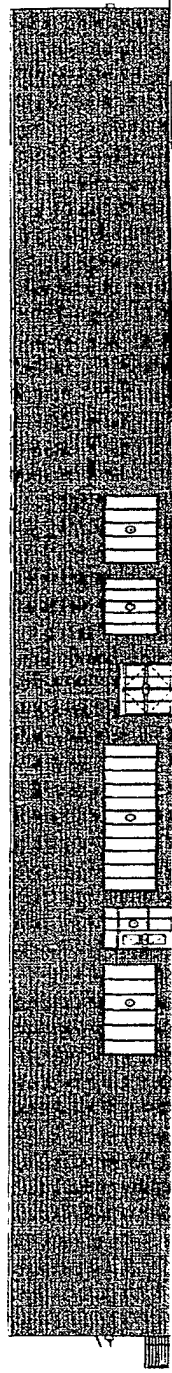
**X-A002 SITE PLAN PACKET**  
DATE: 11.11.2021  
C:\Users\j\Documents\SENSE LIFE BUILDING FACILITY\PACKET\X-A002 SITE PLAN PACKET.dwg  
JAN 11 2024



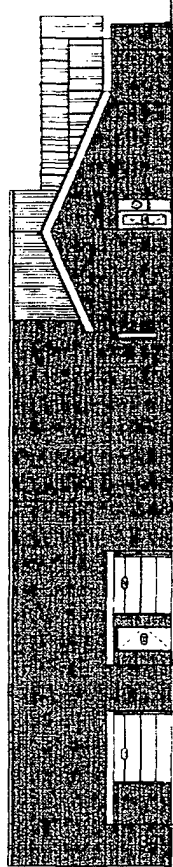
1 SOUTH ELEVATION EXHIBIT



2 EAST ELEVATION EXHIBIT



3 NORTH ELEVATION EXHIBIT

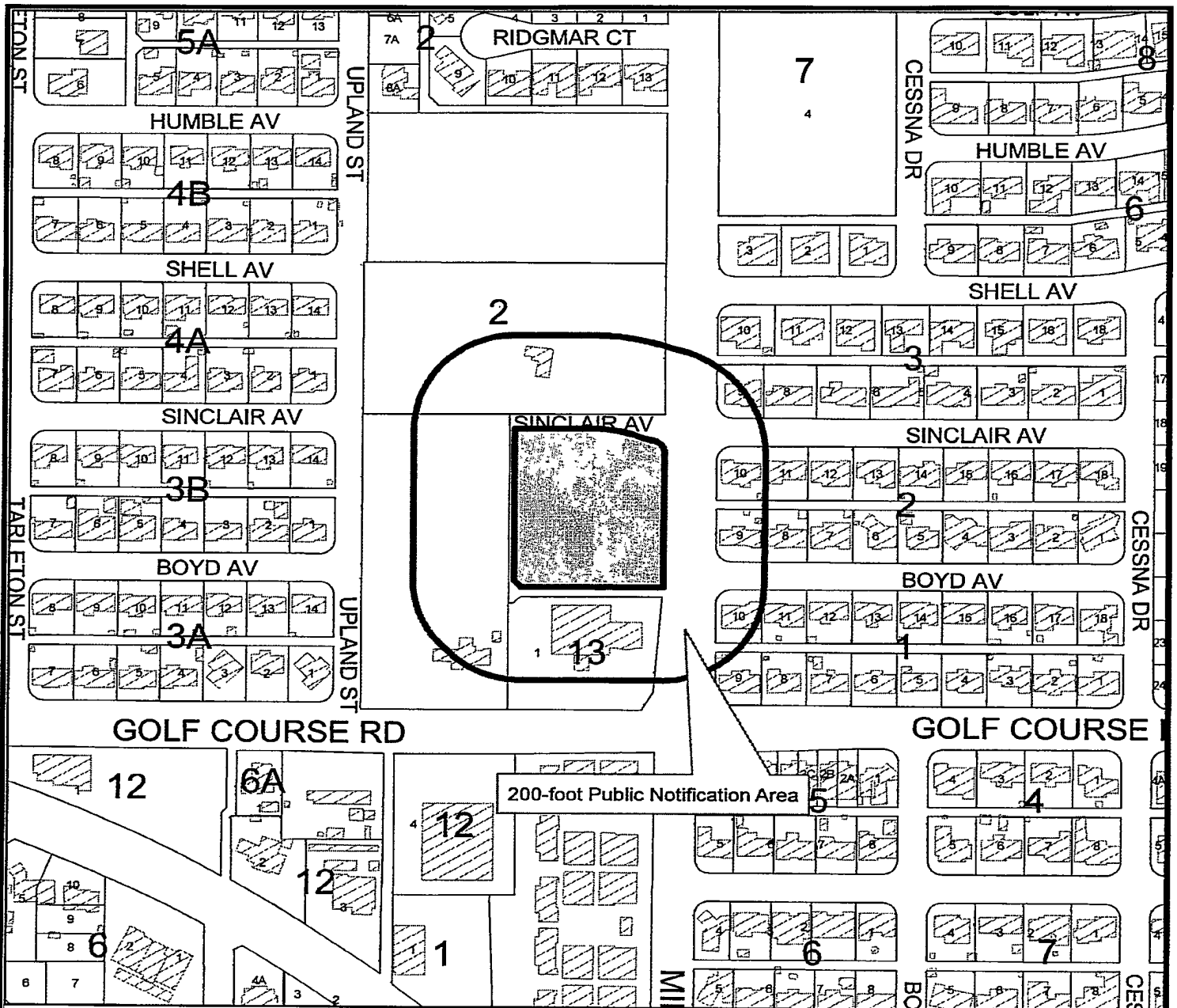


4 WEST ELEVATION EXHIBIT

X-1.05 ELEVATIONS  
PACKET

NEW FACILITY

30.5.16



## LOCATION MAP

**Z-21-0256**

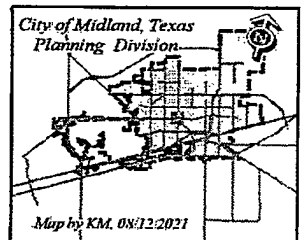
**Scale: 1" = 200'**

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 Kiff Road and Sinclair Avenue. 22.17 (Council District 3)

### LEGEND

- CITY LIMITS
- ▭ PARCEL
- ▨ PRIVATE BLDGS

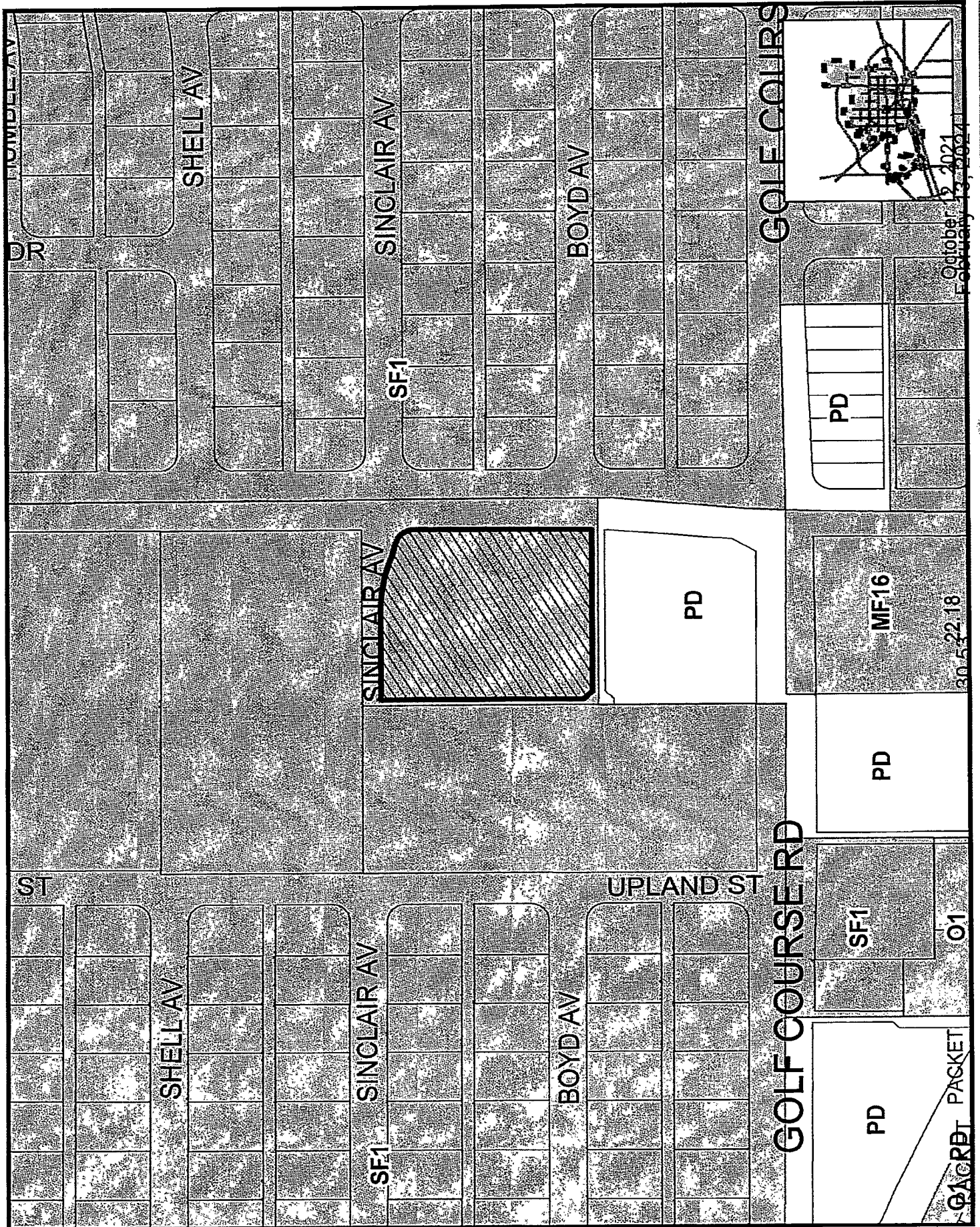


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

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.

PACKET

22.19

October 12, 2021

PACKET

30570

February 28, 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

39.551

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

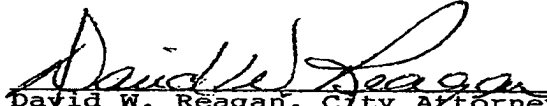
PASSED AND APPROVED THIS 22nd day of December, A.D., 1986.

  
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

2. MIDKIFF 2070

1 23711 20  
ATTN NINOS BUL 10 174N 131E 30. 15 337 0'453 MASON 2111

**01257 475005**

VOLUME 16, PAGE 011, DEED RECORDS.

MILOANO COUNTY, TEXAS

KNOWLEDGE OF THE FACTS OF THE CASE

WIDELAND COUNTY, TEXAS

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157698 15.14.86 LLOYD PARELINO

2015-2016

EXHIBIT 14

**Abstract**

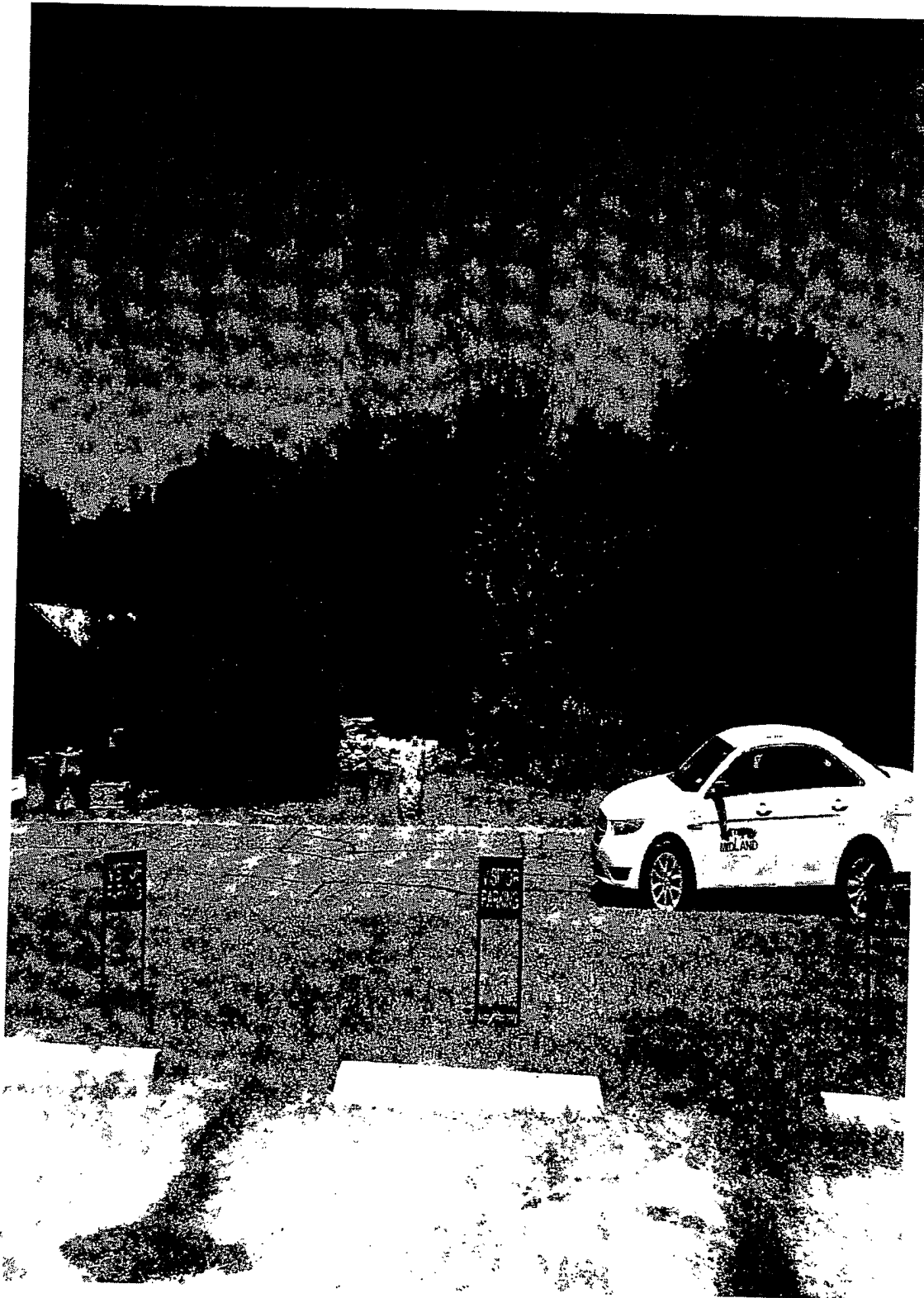
**Abstract**

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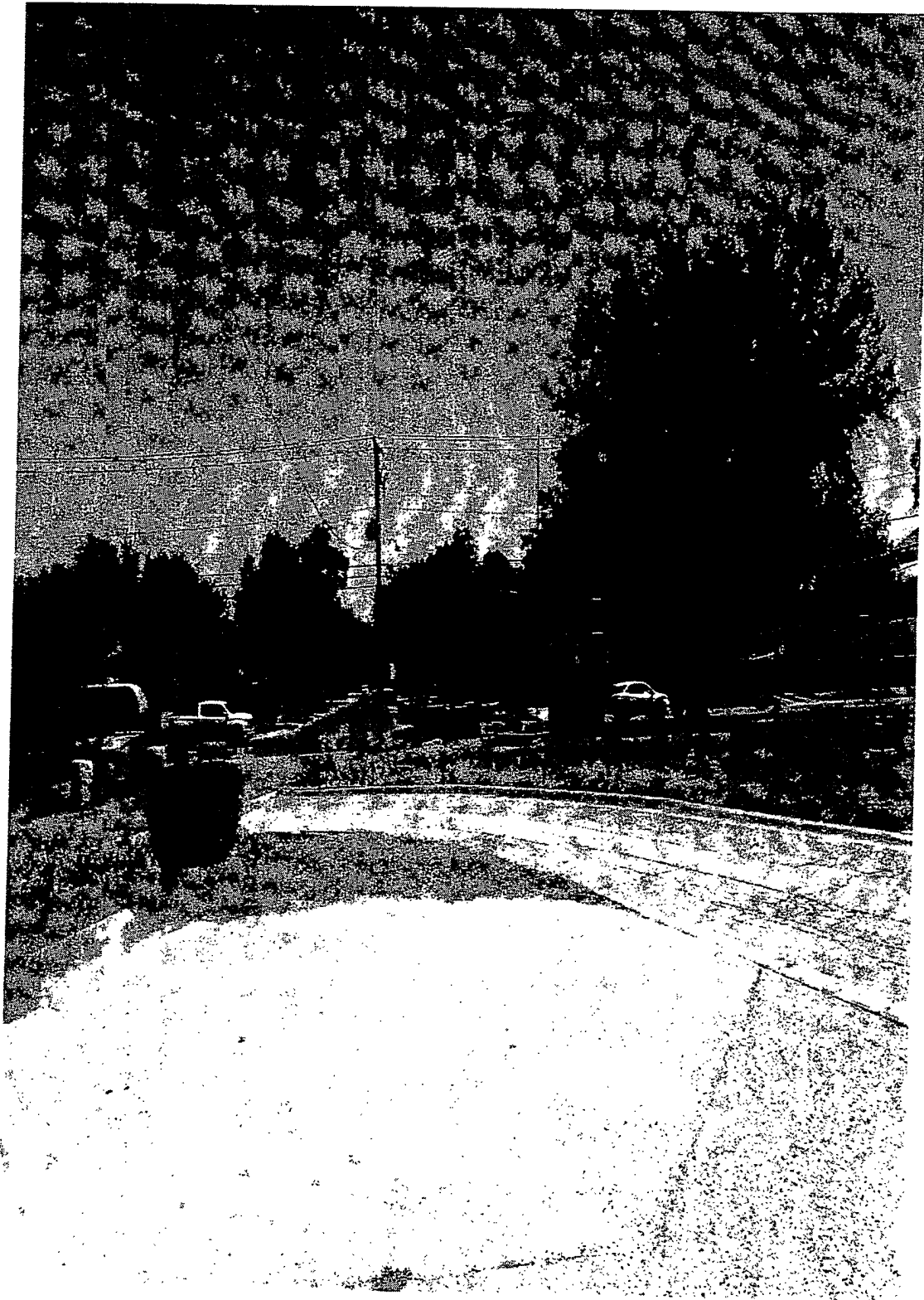
22.23

October 12, 2021

PACKET

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May 28, 2024  
February 13, 2024



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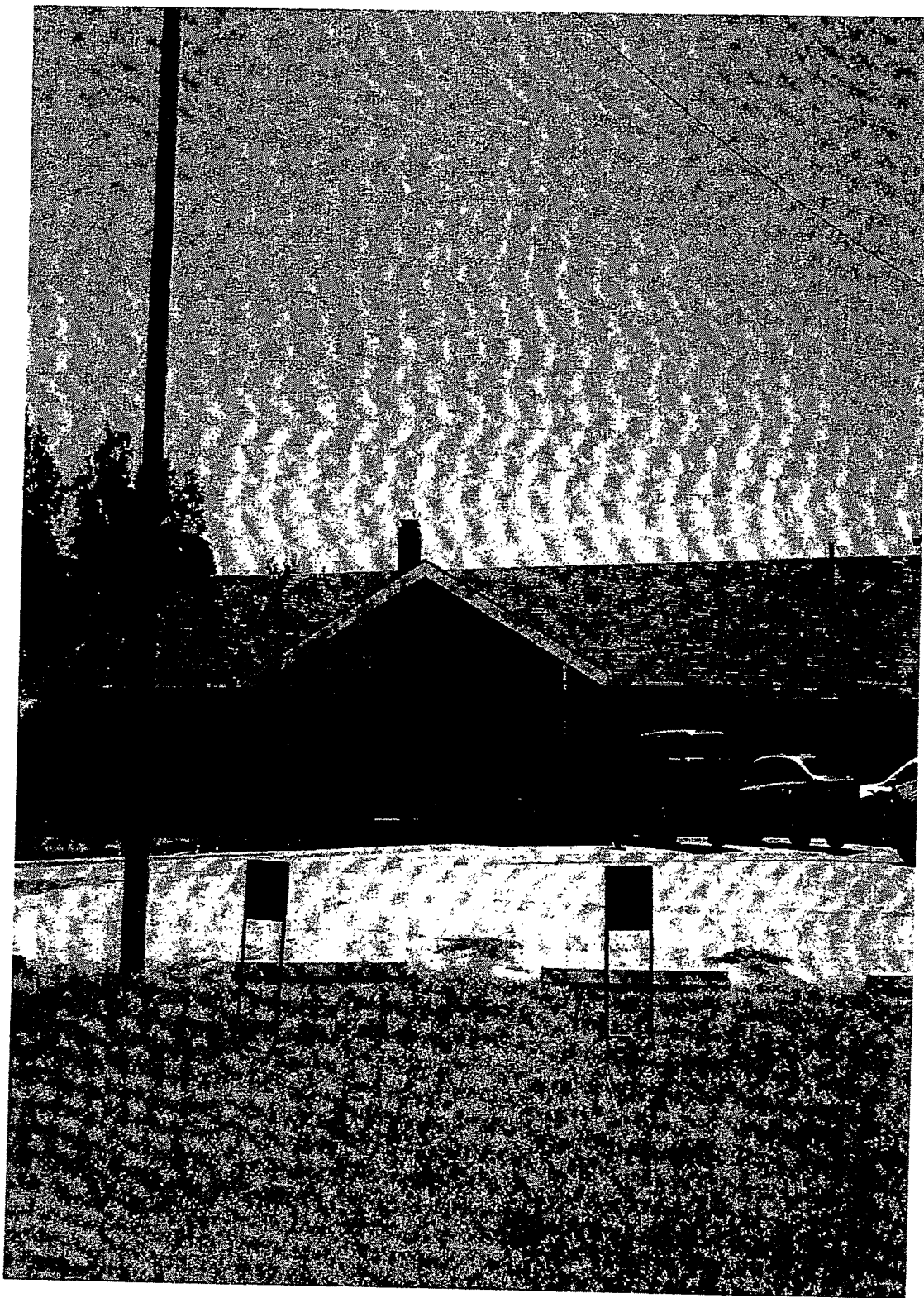
22.24

October 12, 2021

PACKET

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May 28, 2024  
February 13, 2024



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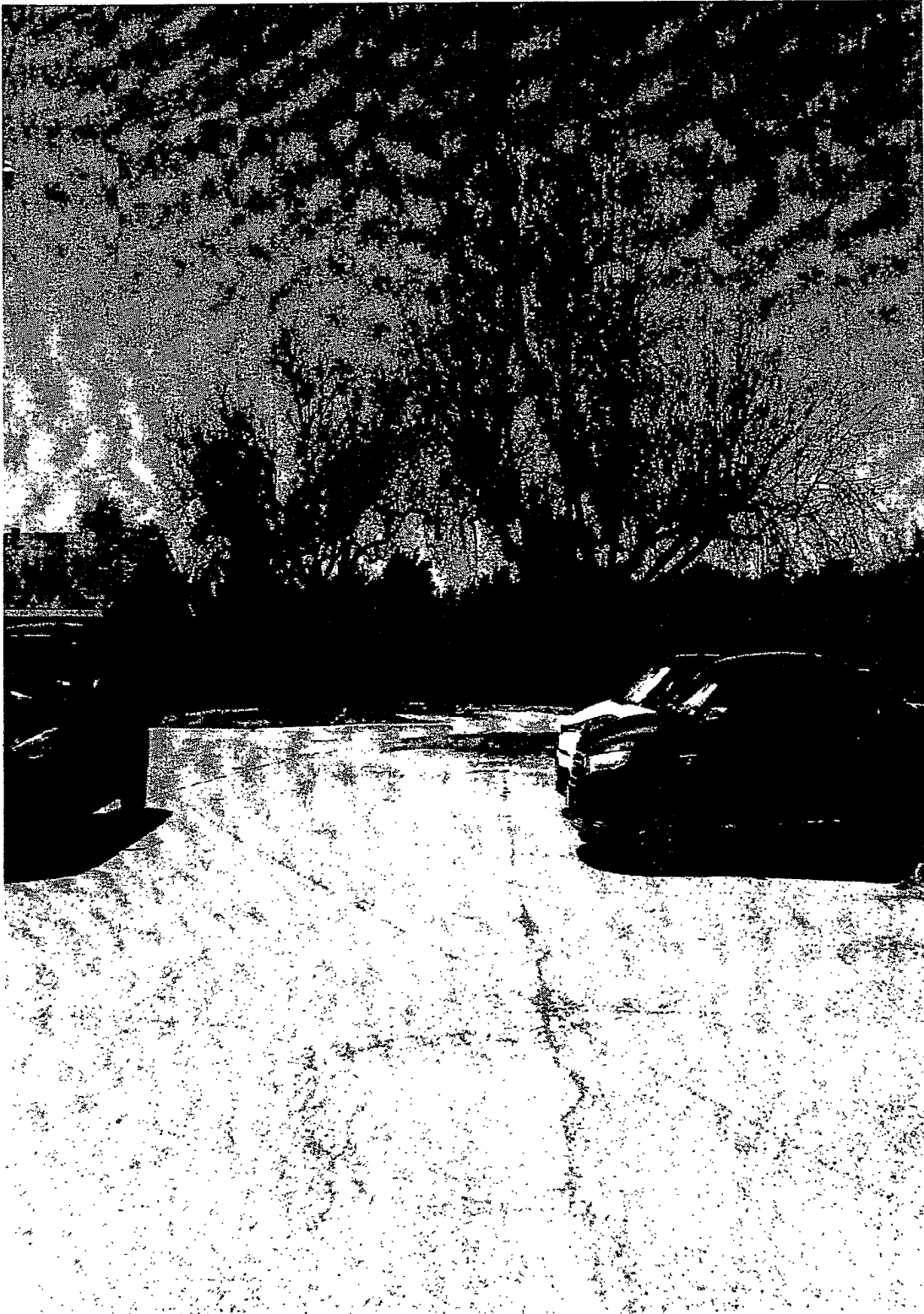
22.25

October 12, 2021

PACKET

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May 28, 2024  
February 13, 2024



PACKET

22.26

October 12, 2021

PACKET

30.87

May 28, 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

19.79  
i

May 28, 2024

Development Services  
O. 432-685-7405  
[ljochoa@midlandtexas.gov](mailto: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]**

**Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.**

Good 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](mailto:ljochoa@midlandtexas.gov)





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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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](mailto:Ruben.Guerra@astound.com)

**Astound Business Solutions**

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[astound.com](http://astound.com)

On Thu, Jan 4, 2024 at 4:26 PM Landon J. Ochoa <[ljochoa@midlandtexas.gov](mailto: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](mailto: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

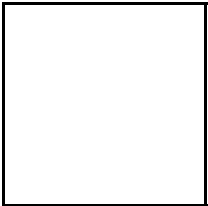
## Landon J. Ochoa

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**From:** Landon J. Ochoa  
**Sent:** Tuesday, January 16, 2024 11:41 AM  
**To:** Landon J. Ochoa  
**Subject:** FW: Community & Senior Services Vacation

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**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](mailto:Hannah.Hamilton@oncor.com)

---

**From:** Landon J. Ochoa <[ljchoa@midlandtexas.gov](mailto:ljchoa@midlandtexas.gov)>  
**Sent:** Friday, January 12, 2024 3:36 PM  
**To:** Arguello, Martin <[Martin.Arguello@oncor.com](mailto:Martin.Arguello@oncor.com)>; Hamilton, Hannah <[Hannah.Hamilton@oncor.com](mailto:Hannah.Hamilton@oncor.com)>; Molina, Sergio <[Sergio.Molina@oncor.com](mailto:Sergio.Molina@oncor.com)>  
**Subject:** RE: Community & Senior Services Vacation

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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](mailto:martin.arguello@oncor.com)>; Hamilton, Hannah <[Hannah.Hamilton@oncor.com](mailto:Hannah.Hamilton@oncor.com)>; Molina, Sergio <[Sergio.Molina@oncor.com](mailto: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](mailto:ljochoa@midlandtexas.gov)

<image001.png>

<image002.png>

<image003.png>

<image004.png>

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## Landon J. Ochoa

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**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, 2<sup>ND</sup> Flr, Midland, TX 79701  
m 432.559.2890 | [VG064Q@att.com](mailto: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](mailto:vg064q@att.com)>  
**Sent:** Tuesday, January 16, 2024 1:02 PM  
**To:** Landon J. Ochoa <[ljochoa@midlandtexas.gov](mailto: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, 2<sup>ND</sup> Flr, Midland, TX 79701

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**From:** Landon J. Ochoa <[ljochoa@midlandtexas.gov](mailto:ljochoa@midlandtexas.gov)>

**Sent:** Tuesday, January 16, 2024 10:45 AM

**To:** GONZALEZ, VINCENT <[vg064q@att.com](mailto: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](mailto:vg064q@att.com)>

**Sent:** Tuesday, January 16, 2024 8:41 AM

**To:** Landon J. Ochoa <[ljochoa@midlandtexas.gov](mailto: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, 2<sup>ND</sup> Flr, Midland, TX 79701

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**From:** UNDERWOOD, JERRY <[ju1659@att.com](mailto:ju1659@att.com)>  
**Sent:** Tuesday, January 16, 2024 6:07 AM  
**To:** Landon J. Ochoa <[ljochoa@midlandtexas.gov](mailto:ljochoa@midlandtexas.gov)>  
**Cc:** GONZALEZ, VINCENT <[vg064q@att.com](mailto: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](mailto:ju1659@att.com)

---

**From:** Landon J. Ochoa <[ljochoa@midlandtexas.gov](mailto:ljochoa@midlandtexas.gov)>  
**Sent:** Friday, January 12, 2024 3:33 PM  
**To:** UNDERWOOD, JERRY <[ju1659@att.com](mailto: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](mailto: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](mailto:ljochoa@midlandtexas.gov)



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# City Council Meeting

**Item Number:** 20  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Isaac Garnett, Manager, Community Development  
**Subject:** HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE CDBG PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2024-2025 CDBG GRANT APPLICATION SUBMISSIONS AND THE FOURTH YEAR ACTION PLAN IN ACCORDANCE WITH THE FIVE-YEAR CONSOLIDATED PLAN GOALS (DISTRICT: ALL) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)

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## **Purpose:**

Hold a public hearing in order for the City of Midland and the CDBG Prioritization Committee to receive public comments, guidance and recommendations regarding the 2024-2025 CDBG grant application submissions and the Fourth Year Action Plan in accordance with the Five-Year Consolidated Plan goals.

## **Recommended City Council Action:**

Directional / Informational

## **Fiscal Impact:**

No fiscal impact to the City of Midland budget.

## **Strategic Priority:**

(Transparent & Consistent Communication)

## **Discussion:**

The purpose of the public hearing is to allow the citizens to participate in the development of the City's 2024/2025 Community Development Program and the Fourth-Year Action Plan. Past

usage of Community Development Block Grant (CDBG) funds, community development and housing needs, and proposed uses of 2024/2025 CDBG funds will be discussed. The City will receive a grant of approximately \$1,067,091 for 2024/2025. The CDBG Programs also expects to receive \$60,000 in Program Income which is included in the CDBG program-year (PY 2024-2025) allocations totaling \$1,127,091. A minimum 70% of CDBG funds must be allocated to projects that benefit low and moderate-income persons. Examples of activities eligible for CDBG funding are Housing Rehabilitation, Sidewalk and Street Improvements, Park Improvements, Code Enforcement, Lot Clearance, Economic Development and Public Services.

*Frederick D. Out*

---

City Manager's Office



# MIDLAND CDBG

PY2024



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1



# Community Development Block Grant Staff Report

(HUD Grant PY2024) \$973,411  
\$400,000 Available Funds to Commit to Activities  
Program Income (PI) \$60,000  
Total \$1,433.41

Request For CDBG Funding  
\$2,881,153



# PY 2024 Applicants

**NAME: Homebuyer Assistance Program**

**Request: \$150,000**

**APPLICANT: City of Midland Community Development**

Description. The City's Community Development Office proposes to continue the City's Homebuyer Assistance Program (HAP). Through the HAP, low-income first-time homebuyers receive financial assistance to help purchase decent homes anywhere in the City. Depending on income, up to \$15,000 assistance would be provided to a homebuyer as a zero interest, deferred forgivable loan.

Budget. The requested funds could assist 10 households during the year. The CD office staff will accept and verify applications, inspect the homes, coordinate the closings, and process payments. Community Development Office staff conducts the HAP and are paid by the City's general fund.

Eligibility. Per 24 CFR 570.201(n), homeownership assistance is a basic CDBG eligible activity and meets the CDBG objective of benefit to low-and-moderate income persons, the CDBG office shall document that each assisted household meets the low and moderate-income criteria.

Consolidated Plan. Home ownership is considered a high priority in the Five-Year Consolidated Plan.



**NAME: Minor Home Repair Assistance Program**

**Request: \$100,000**

**APPLICANT: City of Midland Community Development**

Description. The City's Community Development Office proposes to continue the City's MHR Assistance Program. Through the MHR, low-income homeowners receive financial assistance to help make minor repairs to owner-occupied homes within CDBG targeted areas. Up to \$5,000 in assistance can be provided to a homeowner.

Budget. The requested funds could assist 10 households during the year. The CD office staff will accept and verify applicants in accordance with HUD guidelines.

Eligibility. Per 24 CFR 570.201(n), the CDBG objectives of benefiting low-and- moderate income persons shall be met in accordance with HUD National Objectives.

Consolidated Plan. The Minor Repair Program is a high priority need in the Five-Year Consolidated Plan.

**NAME: SE Senior Center Nutrition Program**

**Request: \$70,000**

**APPLICANT: Casa de Amigos**

Description: The Casa de Amigos requests funding for the nutrition programs at the Southeast Senior Citizen Center (1803 E Indiana) and at the Casa de Amigos (1101 E Garden Lane). Approximately 240 seniors are expected to benefit from the lunchtime meal program and take-home food boxes to supplement their nutritional needs. Meals are contracted daily with a local catering company and reviewed by a certified nutritionist.

Budget: Program cost \$250,592 to includes providing the meals: personnel, supplies, transportation, food, and equipment.

Eligibility: Per 24 CFR 570.201(e), a public service for senior citizens is considered by HUD as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. CDBG assistance has been provided continuously for senior citizen programming in Midland since 1986. Casa de Amigos has administered CDBG funds for the SE Nutrition Program since 2020.

**NAME: Home Cleaning Program**

**Request: \$60,000**

**APPLICANT: Casa de Amigos**

Description: Casa de Amigos requests funds to support its Citywide Community Services' Home Cleaning Program. The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals. Services include an initial deep cleaning and subsequent routine weekly cleaning. It is expected that 106 clients will be assisted during the year.

Budget: Program cost \$162,750 includes personnel, and supplies.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. The home cleaning service has been continuously CDBG supported since 1991.



**NAME: Take Home Terrific Program**

**Request: \$41,100**

**APPLICANT: Mission Center Adult Day Service**

Description: Mission Center Adult Day Service requests funds to support the continuation of program - Take Home Terrific Program. Take Home is an evening meal delivery service for individuals who have some type of mobility dysfunction or health issue that would keep them from meeting their nutritional needs. After an initial assessment, participants will receive meals during the week with extra meals provided for weekend needs on request. Participants will also receive a monthly wellness check. It is expected that 80 clients will be assisted during the year.

Budget: Program cost \$120,300 includes personnel, food, and supplies.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding.

**NAME: City of Midland Parks & Recreation (MLK) Request: \$115,000**

**APPLICANT: Parks & Recreation**

Description: Gym (MLK), paint interior of MLK Community Center, safety lighting in parking lot area, improvements to Washington Family Aquatic Center (slides refurbishment).

Budget: MLK/Center multiple projects \$115,000

Eligibility: Multi-Purpose Public Facility. Develop public facilities where youth programming, and other community services.

Consolidated Plan: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the Martin Luther King Community Center and Parks Systems. Improvements to recreational facilities in low-income areas are a high priority objective.



**NAME: City of Midland Parks & Recreation (MLK) Request: \$115,000**

**APPLICANT: Parks & Recreation**

Description: Gym (MLK), paint interior of MLK Community Center, safety lighting in parking lot area, improvements to Washington Family Aquatic Center (slides refurbishment).

Budget: MLK/Center multiple projects \$115,000

Eligibility: Multi-Purpose Public Facility. Develop public facilities where youth programming, and other community services.

Consolidated Plan: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the Martin Luther King Community Center and Parks Systems. Improvements to recreational facilities in low-income areas are a high priority objective.

**NAME: City of Midland Parks & Recreation (MLK) Request: \$150,000**

**APPLICANT: Parks & Recreation**

Description: Gym (MLK), work with an architect to create plans for a new basketball gym and extended parking lot.

Budget: MLK/Center multiple projects plans: \$150,000

Eligibility: Multi-Purpose Public Facility. Develop public facilities where youth programming, and other community services.

Consolidated Plan: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the Martin Luther King Community Center and Parks Systems. Improvements to recreational facilities in low-income areas are a high priority objective.

**NAME: City of Midland Parks & Recreation Request (Washington Pool): \$70,000**

**APPLICANT: Parks & Recreation**

Description: Resurface gel coating on slides, kiddie pool and replace life jackets for children safety.

Budget: Washington Pool: \$70,000

Eligibility: Multi-Purpose Public Facility; develop park facilities where youth programming and other community services are provided.

Consolidated Plan: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the neighborhood parks. Improvements to recreational facilities in low-moderate income areas are a high priority objective.



**NAME: City of Midland Parks & Recreation Request (Dunagan Park): \$200,000**

**APPLICANT: Parks & Recreation**

Description: Install new restroom at Dunagan Park for children/families.

Budget: Dunagan Park: \$200,000

Eligibility: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding.

Consolidated Plan: Multi-Purpose Public Facility; develop park facilities where youth programming and other community services are provided.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the neighborhood parks. Improvements to recreational facilities in low-moderate income areas are a high priority objective.

**NAME: WTFB Food Distribution Program**

**Request: \$81,000**

**APPLICANT: West Texas Food Bank**

Description: The WTFB is operating a drive-thru food distribution pantry. Approximately 1,600 individuals are expected to be served during the program year at an estimated \$25.00 cost per box. The requested funds would be used to help pay for food and nonperishable items related to the program. Clients that visit the pantry each receive a 25-pound box with shelf-stable items, plus fresh produce, meat, breads, and dairy.

Budget: Project Cost \$232,689

Eligibility: Per 24 CFR 570.201(e), Indigent individuals are considered by HUD as a presumed benefit activity under its limited clientele provisions.

Consolidated Plan: Families experiencing food insecurity are a high priority in the CDBG Consolidated Plan.

Other Comments West Texas Food Bank will procure shelf-stable food items, package the food into boxes weighing 25-30 pounds, then deliver and distribute the "pantry boxes" through our Midland facility in-house pantry or partner agencies' pantries/distribution sites. Pantry boxes will be used to feed low-income families, including seniors, children, and the homeless or soon to be homeless

**NAME:** Thriving United Inc.

**Request:** \$180,880

**APPLICANT:** Peer Support Specialist

Description: Thriving United provides recovery resources to individuals who struggle with addiction, mental health, and trauma. The program connects people to recovery services and join them on their journey. Thriving United serves low to moderate income adults, youth, and families. The program works closely with homeless individuals and those involved with the criminal justice system.

Budget: Peer Support Specialist Program Cost: \$665,833

Eligibility: Per 24 CFR 570.201 - 570.207 Urgent Needs public service is designed to alleviate existing conditions that pose a serious and immediate threat to the health or welfare of the community.

Consolidated Plan: Homelessness and substance abuse services are a high priority in the Five-Year Consolidated Plan.

Other Comments: Applicant is currently in compliance with goals and objectives stated in the PY23 grant program year.

**NAME: Midland Habitat for Humanity**

**Request: \$500,000**

**APPLICANT: Affordable Housing Infrastructure (Fairgrounds Road Subdivision)**

Description: The new development is a 100-lot subdivision on 3100 N. Fairgrounds Road just off (North Fairgrounds and Cynthia Dr.). Midland Habitat has secured engineering services to oversee the plans, design, and build of the infrastructure for the subdivision.

Budget: Midland Habitat Infrastructure: \$4,000,000

Eligibility: Per 24 CFR 570.201 - 570.207 public improvements or facilities (except for buildings for the general conduct of government).

Consolidated Plan: Infrastructure Improvements by construction are a high priority in the Five-Year Consolidated Plan.

Other Comments: The construction and related work of alleys, streets, ADA ramps, and sidewalks are a high priority within the Five-Year Consolidated Plan. This development will increase the tax base by approximately \$20,000,000 and improve a neighborhood that needs revitalization.

**NAME: Midland Soup Kitchen Facility Upgrade**

**Request: \$150,000**

**APPLICANT: Midland Soup Kitchen**

Description: The Midland Soup Kitchen is located at 1401 Orchard Ln. (old YMCA) which serves meals daily to men, women, families, elderly, and children struggling to live in Midland Texas., and hungry people. The Soup kitchen was established in 1984. The facilities need upgrades to the interior of the building to accommodate current and future operations. To date they have served 32,700 individuals with the goal of serving 40,000 by 2026.

Budget: Project Cost \$211,438.35

Eligibility: Per 24 CFR 570.201(m), 570.207 public improvements or facilities (except for buildings for the general conduct of government).

Consolidated Plan: Homeless/Indigent Services are a high priority in the Five-Year Consolidated Plan.

Other Comments: The request is for selective demolition of old interior siding and ceiling panels, paint all area of the building, and install high traffic carpeting for common areas.



**NAME: MMH (Mental Health & Wellness Department) Request: \$92,500**

**APPLICANT: Midland Memorial Hospital**

Description: Mental Health & Wellness Department requests funds to support its Community Referral and Indigent Program (CRISP) to help individuals of all ages to recover from the devastation of the pandemic and overcome barriers to restore and stabilize health and livelihood. The Community Referral and Indigent Program (CRISP) program objective is to provide personal services that follow participants at every point- of-service to assure connection with needed resources and supportive providers. The requested funds would be used to help pay for indigent client's bus passes to reduce barriers and increase access to medical care, employment, and supportive services.

Budget: Transportation assistance \$77,000

Eligibility: Per 24 CFR 570.201(e), mental health services are eligible for CDBG funding. Mental Health service for hardship citizens and disabled persons is considered a priority by HUD.

Consolidated Plan: Mental Health services that benefit the homeless, indigent, elderly and handicapped individuals are a priority of community needs.

Other Comments: MMH is a community hospital for midland county. The hospital accepts all patients regardless of their ability to pay. Individuals who are under-insured or lack insurance tend to seek medical care through the hospital emergency department.



**NAME: The Salvation Army of Midland**

**Request: \$200,000**

**APPLICANT: The Salvation Army**

Description: The Salvation Army of Midland requests funding for the nutrition programs at the 600 E. Wall St. Center (Homeless Shelter). Approximately 5,300 meals are expected to be served each month during the program year at an estimated \$9.00 cost per meal.

Budget: CDBG funds would be used to pay for an average 150 meals per day, and personnel for feeding program.

Eligibility: Per 24 CFR 570.201(e), Homeless service for citizens experiencing hardships and/or disabled persons is considered by HUD a high priority. Homeless service for indigent individuals is considered by HUD as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions.

Consolidated Plan: Homeless services are an area of high priority and concentration of community need.

Other Comments: The requested funds would be used to help pay for food and nonperishable items related to meal preparation. The Homeless and Indigent Program overall budget for the next year will be approximately \$736,119.00 primarily generated from contribution and federal grants for the homeless.

**NAME: Senior Life Midland Share A Meal Program**

**Request: \$60,003**

**APPLICANT: Senior Life Midland**

Description: The objective of Meals on Wheels is to promote better mental and physical health for homebound persons through nutritious meals and social activities daily and provide prepared frozen meals on the weekend. The program provides 500 seniors meals per day.

Budget: Meals On Wheels and Share A Meal Program \$1,677,153,000.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low-moderate-income activity under its limited clientele provisions.

Consolidated Plan: Presumed Benefit or Income Limited Clientele are services limited to a specific group of people, at least 51% of whom are low moderate-income persons.

Other Comments: The program is designed to reduce the recurring chronic illness associated with heart disease, stroke, cancers diabetes and osteoporosis related with poor diets.



**NAME: WeeCare, Inc (BOOST)**

**Request: \$88,000**

**APPLICANT: WeeCare, Inc**

Description: The Upwards' BOOST program provides technical assistance and business support to childcare providers who run home daycares. BOOST will stabilize 11 daycares, create 4 jobs, and benefit 120 families seeking childcare. The program aims to prevent the further decline of the childcare industry in Midland by offering tailored assistance to providers, ensuring they can operate soundly and meet the needs of the local community, particularly low- and very-low-income families who depend on these services.

Budget: Program cost \$106,730

Eligibility: Per 24 CFR 570.201 - the CDBG objectives of benefiting low-and- moderate income persons shall be met in accordance with HUD National Objectives.

Consolidated Plan: Infrastructure Improvements by construction

Other Comments: BOOST is an Economic Development Microenterprise Assistance Program geared towards supporting licensed in-home daycare providers in Midland. BOOST addresses the following high priority needs in the Consolidated Plan: workforce support, employment training, economic opportunity for low- and moderate-income communities.



**NAME: Breaking Bread Ministries**

**Request: \$23,000**

**APPLICANT: Church On Wheels**

Description: Replace existing floor that is old, stained, chipped, and broken posing a unsightly health hazard.

Budget: Facility budgeted projections \$20,000

Eligibility: Per 24 CFR 570.201 - 570.207 Urgent Needs services are designed to alleviate existing conditions that pose a serious and immediate threat to the health or welfare of the community.

Consolidated Plan: Homeless/Indigent Services are a high priority in the Five-Year Consolidated Plan.

Other Comments: Breaking Bread goals are to provide for the immediate needs of people experiencing hunger, with additional provisions for clothing and showers. Their hope is to give strength to people who have none, while providing essential services with compassion.



# City Council Meeting

**Item Number:** 21  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Diana Geerts, Associate Planner  
**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 24C, BLOCK 6, CRESTGATE ADDITION, SECTION 27, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH APPROXIMATELY 350 FEET EAST OF NORTH MIDLAND DRIVE), 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:**

Twin Restaurants Midland is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant. Twin Peaks is located at 4306 West Loop 250 North.

## **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)

**Current Zoning:**

PD, Planned Development District for a Shopping Center. (Ordinance No. 5358)

**Surrounding Zoning and Land Use:**

The properties to the north are zoned PD, Planned District for Housing Development, and the location of single-family houses. The property to the east is zoned PD, Planned District for a Shopping Center, and the location of retail stores. The properties to the south are zoned RR, Regional Retail District, and the location of a shopping center. The property to the west is zoned PD, Planned District for a Shopping Center, and the location of a retail store.

**Analysis:**

The property is zoned PD, Planned District for a Shopping Center. The original Ordinance 5358 approved the Shopping Center with a base zoning of LR-2, Local Retail District, which is now RR, Regional Retail District in the current Zoning Ordinance. The RR 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, Twin Peaks, is 8,168-square feet and the proposed alcohol serviceable area is 2,243 -square feet which includes a patio.

The proposed hours of operation:

***Monday through Thursday from 11 a.m. to 12 a.m. (midnight)***

***Friday and Saturday from 9 a.m. to 2 a.m. (next day)***

***Sunday from 11 a.m. to 12 a.m. (midnight)***

The proposed hours of alcohol service:

***Monday through Thursday from 11 a.m. to 12 a.m. (midnight)***

***Friday and Saturday from 9 a.m. to 2 a.m. (next day)***

***Sunday from 11 a.m. to 12 a.m. (midnight)***

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.” Twin Peaks 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 objection.

**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)**

Application does not specify the difference between the alcohol serviceable area and the Sq Ft of the entire building.

**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 bar, subject to Condition A through G.

**Conditions:**

- A. That the serviceable area of the establishment shall be limited to approximately 2,243 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:**

***Monday through Thursday from 9 a.m. to 12 a.m. (midnight)***

***Friday and Saturday from 9 a.m. to 2 a.m. (next day)***  
***Sunday from 9 a.m. to 12 a.m. (midnight)***

- 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 May 22, 2024, staff has not received any letters of objection.

**Attachments:**

Application  
Floor Plan (Exhibit A)  
Site Plan (Exhibit B)  
Maps  
Ordinance (No. 5358)

---

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 LOT  
24C, BLOCK 6, CRESTGATE ADDITION, SECTION 27,  
CITY AND COUNTY OF MIDLAND, TEXAS  
(GENERALLY LOCATED ON THE NORTH SIDE OF  
WEST LOOP 250 NORTH APPROXIMATELY 350 FEET

WHEREAS the City Planning and Zoning Commission and the Governing Body  
of

PRESENTLY ZONED PD, PLANNED DEVELOPMENT

the City of Midland, Texas, in accordance with the City Charter, the City Code, and  
State

SAID PROPERTY TO BE USED FOR THE SALE OF ALL

law, have given the requisite notice by United States mail, publication and  
otherwise; and

ON-PREMISES CONSUMPTION; MAKING SAID

after holding due hearings affording a full and fair hearing to all of the property  
owners

AND RESTRICTIONS CONTAINED HEREIN;

generally, and particularly to those interested persons situated in the affected area  
and in 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:  
OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00);

AND ORDERING PUBLICATION  
will be the best served by granting a specific use designation with term for lot 24C,  
Block 6, Crestgate Addition, Section 27, City and County of Midland, Texas, to the

to the City and County of Midland, Texas, the present District  
further, as  
21.5  
May 28, 2024

Set forth in the

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

B. approximately 2,243 square feet as shown in Exhibit "A" which is attached

C. That the days and hours of alcoholic beverage sales and consumption hereto and incorporated herein for all purposes shall be

Sunday through Thursday from 9:00 a.m. to 12:00 a.m. (midnight); limited to the following:

D. That the occupancy of the Establishment shall not exceed the Friday and Saturday from 9:00 a.m. to 2:00 a.m. of the following maximum day.

E. That the Establishment shall meet the requirements of the Fire occupancy determined by the Building Code and Fire Code. Department and

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-

G. That, in accordance with Section 11-1-9.07.E.3 of the City Code, premises the

consumption to ensure that the conditions of this Specific Use

Establishment shall be in operation within 120 days from the final adoption of the provisions of this ordinance are to be cumulative of all

With Term are satisfied.

other ordinances or parts of ordinances governing or regulating the same subject matter as this

ordinance is, 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 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 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).  
The above and foregoing ordinance was duly proposed, read in full and adopted on

SECTION SIX. The City Secretary is hereby authorized and directed to publish first reading, the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024; and passed to second reading

Council members voting "AYE":  
descriptive caption of this ordinance in the manner and for the length of time on motion of Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_

Council members voting "NAY":  
the law as an alternative method of publication.

\_\_\_\_\_ 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

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

APPROVED AS TO CONTENT

AND COMPLETENESS:

\_\_\_\_\_

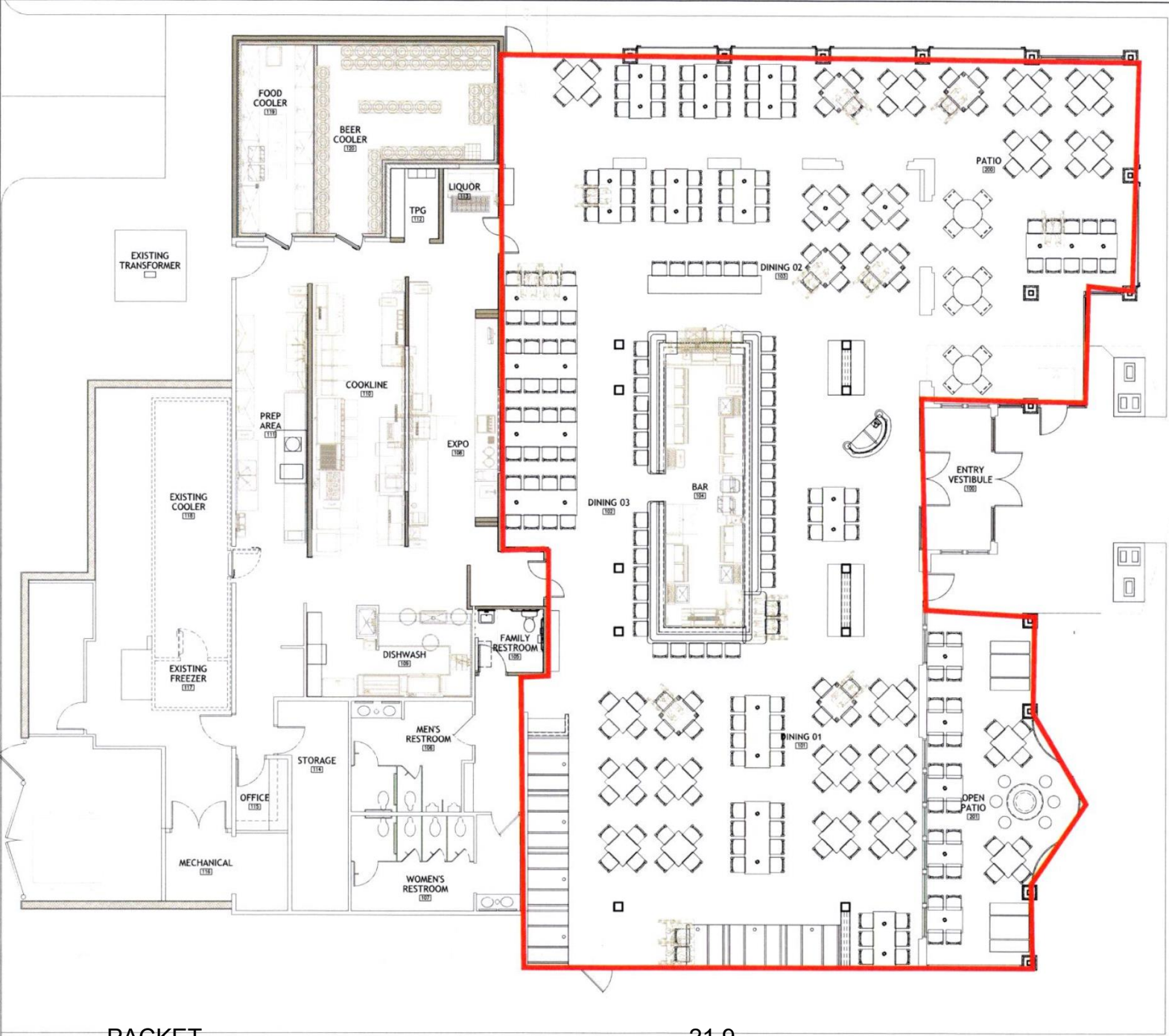
Elizabeth Triggs, Planning and Development  
Officer

APPROVED ONLY AS TO FORM:

\_\_\_\_\_

John Ohnemiller, City Attorney

EXHIBIT "A"



| LEGEND                                          |                     |
|-------------------------------------------------|---------------------|
|                                                 | CLEAR FLOOR SPACE   |
|                                                 | 36\" WIDE EXIT PATH |
| BUILDING DATA                                   |                     |
| BUILDING TOTAL                                  | 7,162 SQ. FT.       |
| COVERED PATIO AREA                              | 1,880 SQ. FT.       |
| UNCOVERED PATIO AREA                            | 584 SQ. FT.         |
| TOTAL AREA                                      | 9,546 SQ. FT.       |
| SEATING COUNT                                   |                     |
| INTERIOR                                        |                     |
| BAR SEATING                                     | 30                  |
| DRINK BAR SEATING                               | 0                   |
| 7 TOP TABLE                                     | 0                   |
| SOFT SEATING                                    | 0                   |
| 4 TOP TABLES                                    | 0                   |
| 5 TOP TABLES                                    | 0                   |
| 8 TOP TABLES                                    | 0                   |
| 4 TOP BOOTH                                     | 0                   |
| TOTAL INTERIOR                                  | 30                  |
| COVERED & UNCOVERED PATIO (TOTAL OF BOTH AREAS) |                     |
| STOOLS & TUBES                                  | 0                   |
| SOFT SEATING                                    | 0                   |
| 2 TOP TABLE                                     | 0                   |
| 2 TOP TABLE                                     | 0                   |
| 4 TOP BENCHES                                   | 0                   |
| 6 TOP TABLES                                    | 0                   |
| 10 TOP TABLES                                   | 0                   |
| TOTAL COVERED PATIO                             | 0                   |
| TOTAL SEATING (INTERIOR + PATIO)                | 30                  |

id studio  
ARCHITECTURAL & INTERIOR DESIGN  
1111 N. TEXAS AVE. SUITE 100  
DALLAS, TX 75201  
WWW.IDSTUDIO.COM

TWIN PEAKS RESTAURANT  
MIDLAND, TX

PRELIMINARY  
FOR REVIEW ONLY  
THESE DOCUMENTS ARE FOR DESIGN  
REVIEW AND NOT INTENDED FOR  
BIDDING, CONSTRUCTION, OR PERMIT  
PURPOSES. THEY HAVE BEEN PREPARED BY  
OR UNDER THE SUPERVISION OF  
A LICENSED ARCHITECT.

01/26/2024

CLIENT:

TWIN PEAKS  
EATS • DRINKS • SCENIC VIEWS

DATE: 01/26/2024  
BY: [Signature]

DATE: 01/26/2024  
BY: [Signature]

TESTFIT

A1.2



**Specific Use Permit 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: Twin Restaurant Midland, LLC

Phone (972 ) 905-7137

Email licensing@tprest.com

Address 5151 Beltline Road, Suite 1200

City Dallas

State TX

Zip 75254

**Property Owner**

Printed Name: The Du and Li Family Trust

Phone ( 949 ) 333-9089

Email shoujendu@yahoo.com

Address PO Box 62185

City Irvine

State CA

Zip 92602

**Representative** (if different from Applicant or Property Owner)

Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone ( )

Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

**Street Address:** 4306 W Loop 250 N., Midland, TX 79707

**Business Name:** Twin Peaks

**Legal Description**

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

SEE LEGAL DESCRIPTION ATTACHED

**Current Zoning:** Currently zoned for restaurant with alcohol

**Reason for Request:** To obtain a bar permit for a full service restaurant with alcohol service

**Type of Business** (restaurant, bar, lounge, nightclub, etc.): Full Service Restaurant with Alcohol

**Proposed/Current Days and Hours of Operation:** N/A

**Proposed Days and Hours of Alcohol Service:** M-Thu & Sun. 9 am to 12 am; Fri/Sat. 9 am to 2 am

**Total Square Footage of Business:** 6,668 SF Interior; 1,500 SF Patio

**Square Footage of Alcohol Serviceable Area:** 6,668 Interior; 1,500 Patio

**Restroom Fixtures:** Men

**Toilets/Urinals:** 4 / 2

**Bathroom Sinks:** 2

Women

**Toilets:** 6

**Bathroom Sinks:** 2



## Submittal and Fees

### Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen
  - 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): Michael P. Locey Date: April 5, 2024

Applicant (printed): Michael P. Locey

Property Owner (signature): Shoujen Daniel Du Date: April 5, 2024

Property Owner (printed): Shoujen Daniel Du

*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.*

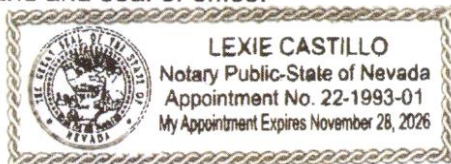
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

NEVADA  
STATE OF ~~TEXAS~~ CALIFORNIA  
COUNTY OF ~~MIDLAND~~ CLARK

Before me, the undersigned authority, on this day personally appeared Shoujen Daniel Du who, being by me duly sworn, upon oath says: That (s)he is authorized by \_\_\_\_\_, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Shoujen Daniel Du  
Authorized Agent (signature)

Subscribed and sworn to before me, this 6<sup>th</sup> day of April, 2024, to certify which witness my hand and seal of office.



Lexie Castillo  
NOTARY PUBLIC, ~~MIDLAND~~ CLARK COUNTY, NEVADA, TEXAS



**LEGEND**

CLAM ROOM SPACE

30" WIDE CUP HALL

**BUILDING DATA**

|                      |       |         |
|----------------------|-------|---------|
| BLDG. AREA           | 1,700 | SQ. FT. |
| ENCLOSURE AREA       | 1,700 | SQ. FT. |
| MECHANICAL ROOM AREA | 1,700 | SQ. FT. |
| EXISTING TRANSFORMER | 1,700 | SQ. FT. |

**SEATING COUNT**

|                |    |
|----------------|----|
| BAR SEATING    | 10 |
| STAY SEATING   | 10 |
| 4 TOP TABLES   | 10 |
| 6 TOP TABLES   | 10 |
| 8 TOP TABLES   | 10 |
| 10 TOP TABLES  | 10 |
| 12 TOP TABLES  | 10 |
| 14 TOP TABLES  | 10 |
| 16 TOP TABLES  | 10 |
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| 96 TOP TABLES  | 10 |
| 98 TOP TABLES  | 10 |
| 100 TOP TABLES | 10 |

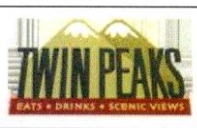
**STUDIO**

1001 CAMPUS CIRCLE DRIVE E  
IRVING, TEXAS 76039  
TEL: 972.474.1200  
WWW.STUDIO.COM

May 28, 2024

**TWIN PEAKS RESTAURANT**  
**MIDLAND, TX**

CLIENT:



**PACKET**

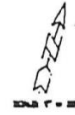
**A1.2**

TESTIT 1



NOVA

**RECEIVED**



Waterford

MIDLAND DRIVE

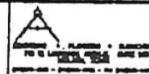
LOOP 250

P E T S M A R T  
78-534-FLD FLOOR - 7824.10

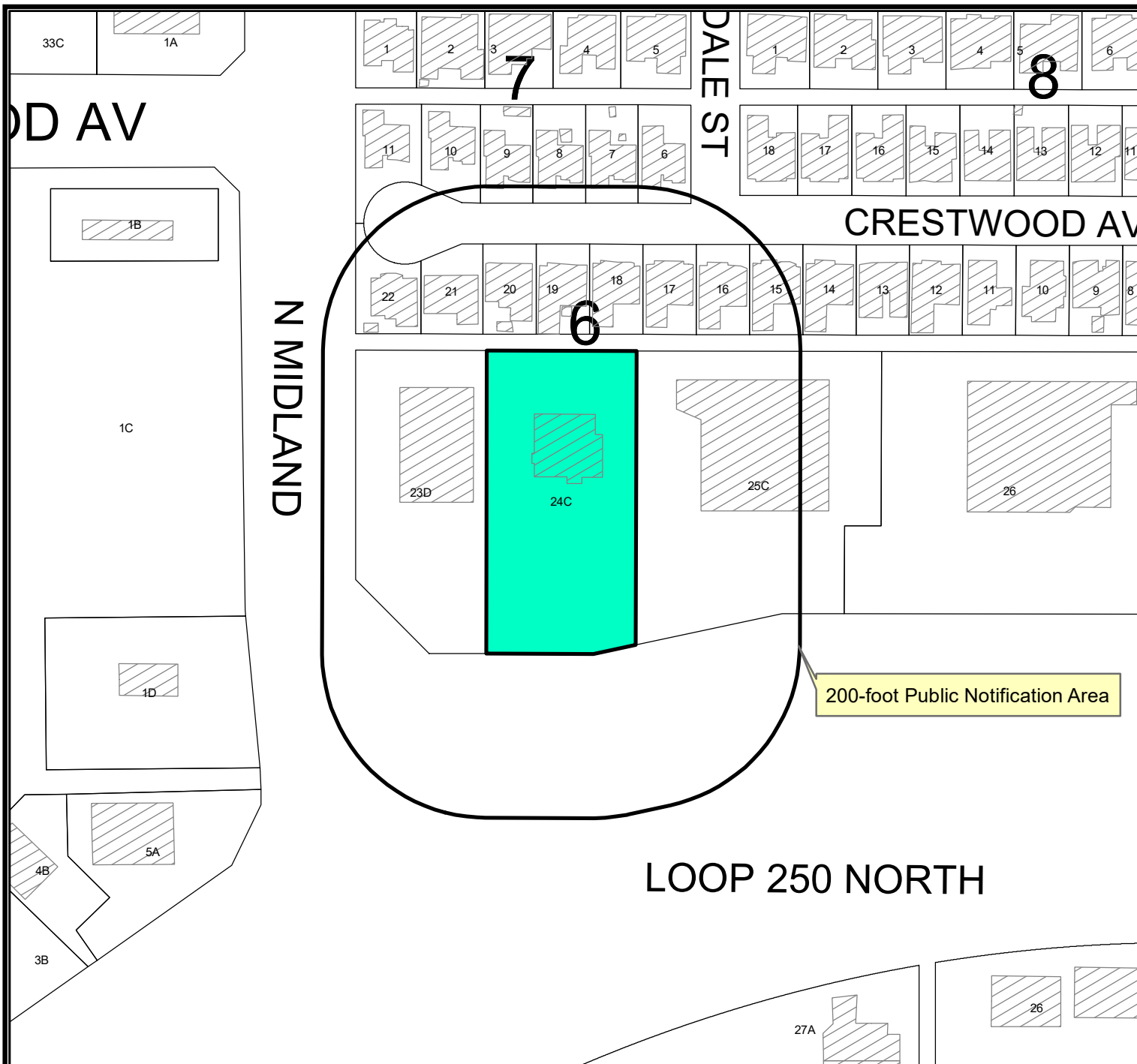
[illegible]

|          |                        |
|----------|------------------------|
| APPROVED | DATE OF JEP            |
|          | CHIEF OF               |
|          | APPROVED BY            |
|          | DATE RECEIVED          |
|          | FILE NO. 100-1100-1000 |

BRINKER INTERNATIONAL  
CRESTGATE ADDITION, SECTION 27  
CITY OF MIDLAND, TEXAS



SITE PLAN



## Location Map

**SUD-24-0180**

**Scale: 1" = 600'**

Consider a request by Twin Restaurant Midland, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on Lot 24C, Block 6, Crestgate Addition, Section 27, City and County of Midland, Texas.

Generally located on the north side of West Loop 250 North approximately 350-feet east of N Midland Drive (District 1)

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING DRAWING. IT IS DESIGNED TO BE USED AS A GUIDANCE 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 28, 2024











# City Council Meeting

**Item Number:** 22  
**Meeting Date:** May 28, 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 LOT 31A, BLOCK 39, FAIRMONT PARK ADDITION, SECTION 38, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 920 FEET NORTH OF TREMONT AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE IN A HOTEL LOUNGE 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, Darpan Bhakta, is requesting a Specific Use Designation (SUD) with Term for Beer and Wine Sales for On-Premises Consumption in a hotel lounge located at 5309 West Loop 250 North.

**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)

**Current Zoning:**

PD, Planned Development District for a Shopping Center. (Ordinance No. 8271).

**Surrounding Zoning and Land Use:**

The property to the north is zoned PD, Planned District for a Shopping Center, and the location of an office building. The properties to the east are zoned MF-16, Multiple-Family Dwelling District, and the location of apartment buildings. The property to the south is zoned RR, Regional Retail District, and the location of a fast-food restaurant. The property to the west is zoned RR, Regional Retail District, and the location of a bowling alley.

**Analysis:**

The property is zoned PD, Planned District for a Shopping Center. The original ordinance 8271, approved the Shopping Center with a base zoning of LR-2, Local Retail District, which is now RR, Regional Retail District in the current Zoning Ordinance. The RR zoning allows for the sale of beer and wine for On-Premises Consumption in a Hotel Lounge with the approval of an SUD. The total area of the hotel, Holiday Inn Express, is 50,000-square feet and the proposed alcohol serviceable area is 896-square feet.

The proposed hours of operation:

**Monday through Sunday-24 hours a day / 7 days a week**

The proposed hours of alcohol service:

**Monday through Saturday from 4:30 p.m. to 12:00 a.m. (midnight)**

**Closed on Sundays**

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.” Holiday Inn Express 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 or objections

**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 acceptable. The property must adhere to the maximum occupant load of 237 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)**

This request meets all requirements; therefore, staff recommends approval of this Specific Use Designation with Term for the sale of beer and wine, for on-premises consumption, in a hotel lounge, subject to Condition A through F.

**Conditions:**

- A. That the serviceable area of the establishment shall be limited to approximately 896 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:**

***Monday through Saturday from 4:30 p.m. to 12:00 a.m. (midnight)***

- 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.

**Letters of Objection:**

As of May 22, 2024, staff has not received any letters of objections.

**Attachments:**

Application  
Floor Plan (Exhibit A)  
Site Plan (Exhibit B)  
Maps  
Ordinance (No. 8271)

*For E. 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 LOT 31A, BLOCK 39, FAIRMONT PARK ADDITION, SECTION 38, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 920 FEET NORTH OF TREMONT AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE IN A HOTEL LOUNGE 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 Lot 31 A, Block 39, Fairmont Park Addition, Section 38, 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 beer and wine in a hotel lounge (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 896 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 4:30 p.m. to 12:00 a.m. (midnight).
- 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.

**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"

SERVICEABLE  
SQUARE FOOTAGE  
896sf

GREAT ROOM

COFFEE STATION

31'-9 3/4"

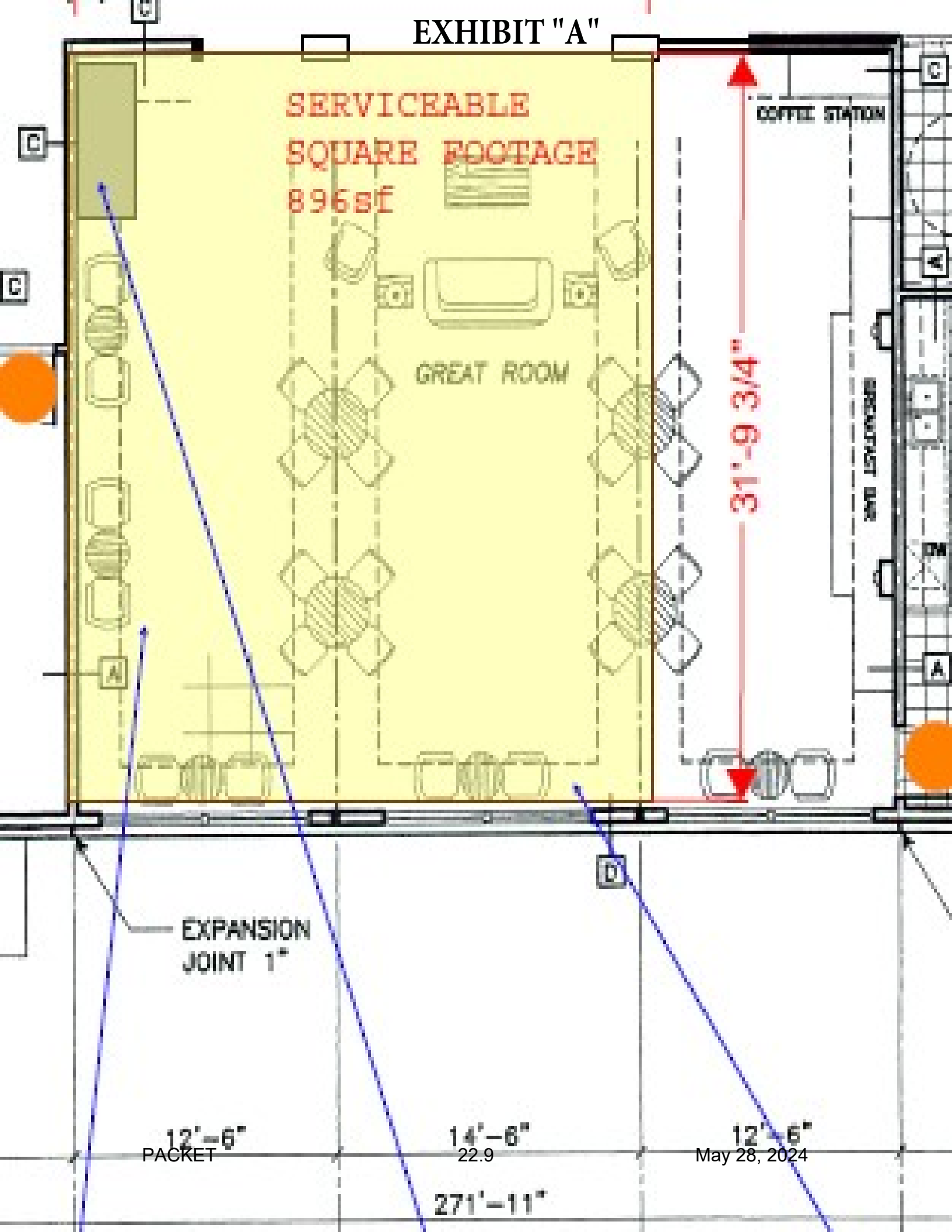
EXPANSION  
JOINT 1"

12'-6"  
PACKET

14'-6"  
22.9

12'-6"  
May 28, 2024

271'-11"





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: Darpan Bhakta

Phone ( 432 6990989

Email  
darpan@insigniamgmt.com

Address 401 Tradewinds Blvd

City Midland

State TX

Zip 79706

**Property Owner**

Printed Name: Midland HIE Dev LP

Phone ( 432) 699-0989

Email  
darpan@insigniamgmt.com

Address 401 Tradewinds Blvd

City Midland

State TX

Zip 79706

**Representative** (if different from Applicant or Property Owner)

Firm: Maverick Engineering

Phone ( 432) 262-0999

Email  
amellen@maverick-eng.com

Printed Name: Andrew Mellen

Address 1909 W Wall St ste K

City Midland

State TX

Zip 79701

**Street Address:** 5309 W Loop 250 N

**Business Name:** Holiday Inn Express

**Legal Description**

Lot: 31A Block: 39

Subdivision: Fairmont Park

**Current Zoning:** PD

**Reason for Request:** self-pour beer station

**Type of Business** (restaurant, bar, lounge, nightclub, etc.): lounge hotel

**Proposed/Current Days and Hours of Operation:** Hotel: 24/7 7 days a week

**Proposed Days and Hours of Alcohol Service:** Monday - Saturday 4:30-midnight. Closed Sundays

**Total Square Footage of Business:** 50,000

**Square Footage of Alcohol Serviceable Area:** 896

**Restroom Fixtures:**

Men

Toilets/Urinals: 3 / 1

**Bathroom Sinks:** 1

Women

Toilets: 3

**Bathroom Sinks:** 1

## Submittal and Fees

### Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

## Signatures

Applicant (signature):

Darpan Bhakta

Date: 03/26/24

Applicant (printed):

Darpan Bhakta

Property Owner (signature):

Darpan Bhakta

Date: 03/26/24

Property Owner (printed): Darpan Bhakta

*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.*

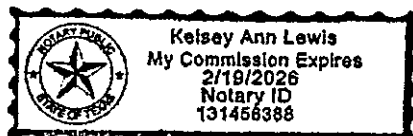
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS  
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Meller Jr who, being by me duly sworn, upon oath says: That (s)he is authorized by Darpan Bhakta, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Meller Jr  
Authorized Agent (signature)

Subscribed and sworn to before me, this 21<sup>st</sup> day of March, 2024, to certify which witness my hand and seal of office.



Kelsey Ann Lewis

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

PACKET Application will not be considered for scheduling until reviewed by a planner 24

**FOR OFFICE USE ONLY**

☐ Property Owner Authorization

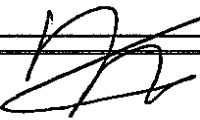
☒ Dimensioned Floor Plan

☐ Application Fee

☒ Site Plan

Check # 4733

☒ Plans in Digital Format (PDF/JPEG)

Received By: 

Date: 4 10 24

**PACKET**  
\*\*Application will not be considered for scheduling until reviewed by a planner. <sup>22.12</sup> May 28, 2024



- 9 DBL Q
- 1 ACC DBL Q
- 8 K SUITE
- 2 ACC K SUITE

CONNECTING

1 FIRST FLOOR PLAN  
SCALE: 3/32"=1'-0" (18,708 SQ. FT.)

PACKET

22.13

ay 28, 2024

REVISIONS  
DESCRIPTION

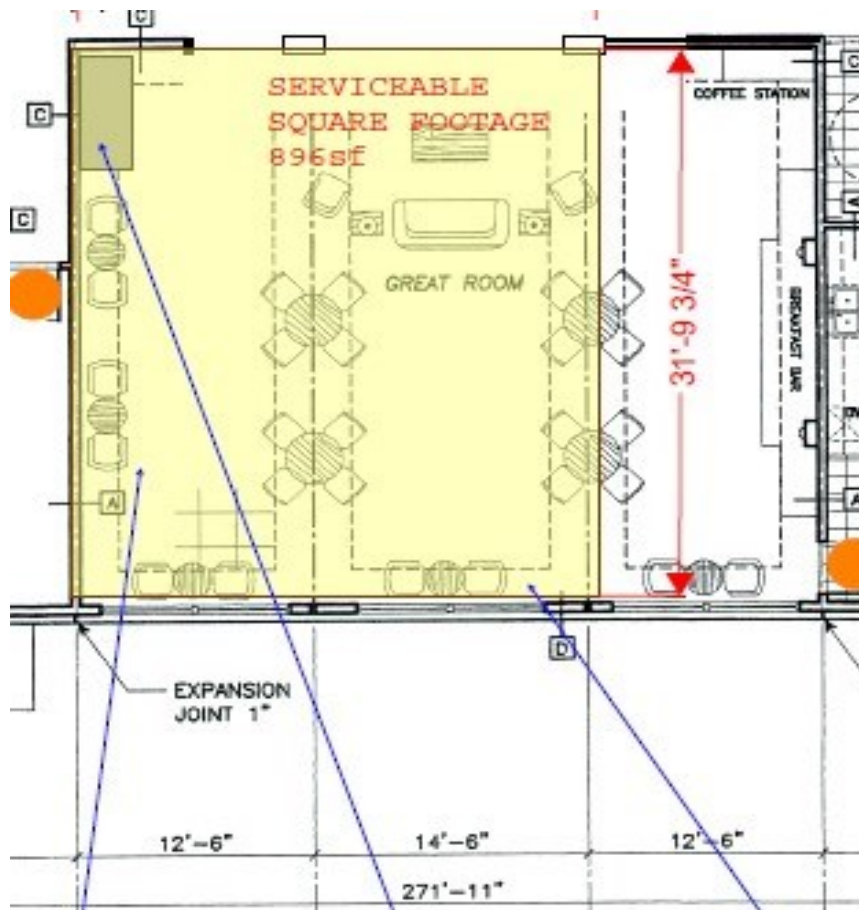
| No. | DATE |
|-----|------|
| 1   |      |
| 2   |      |
| 3   |      |
| 4   |      |
| 5   |      |



**D.R. ASSOCIATES**  
ARCHITECTS  
800 W. SAM HOUSTON PKWY S. #123  
HOUSTON, TX 77042 E-Mail: info@drassociates.net  
713-266-3304

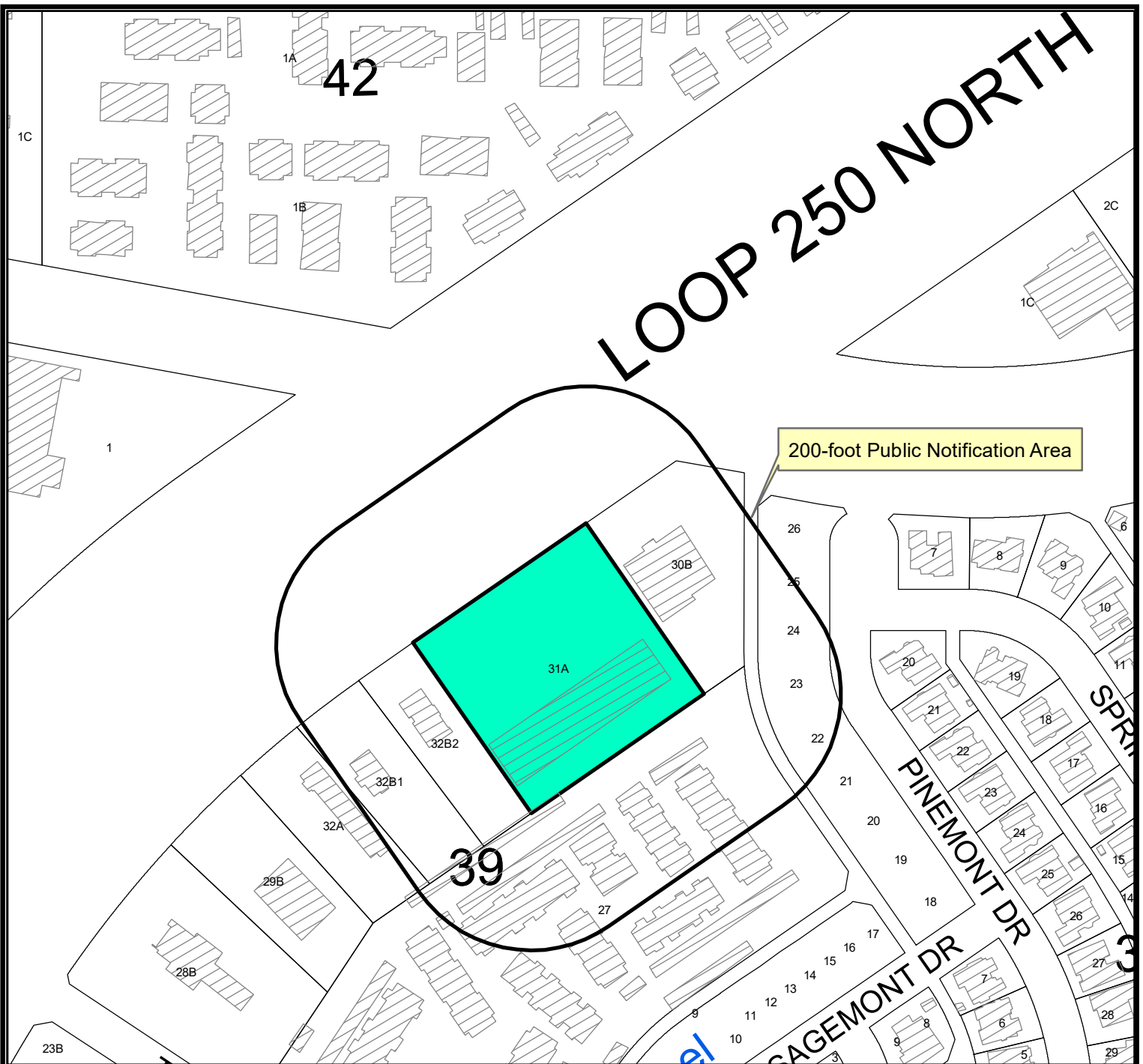
**Holiday Inn EXPRESS**  
HOTEL & SUITES MIDLAND, TX.

|             |                |
|-------------|----------------|
| DATE:       | MA-PCH 2, 2005 |
| CHECKED BY: |                |
| DRAWN BY:   |                |
| SCALE:      | 3/32"=1'-0"    |
| JOB No:     | 4003           |
| FILE:       | MIDLAND 01     |
| SHEET:      | A-11 OF        |









## Location Map

**SUD-24-0179**

**Scale: 1" = 600'**

Consider a request by Darpan Bhakta for a Specific Use Designation with Term for the Sale of Beer and Wine for on premises consumption in a hotel lounge on Lot 31A, Block 39, Fairmont Park Addition, Section 38, City and County of Midland, Texas.

Generally located on east side of W Loop 250 N frontage road approximately 920 feet north of Tremont Avenue (District 1)

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

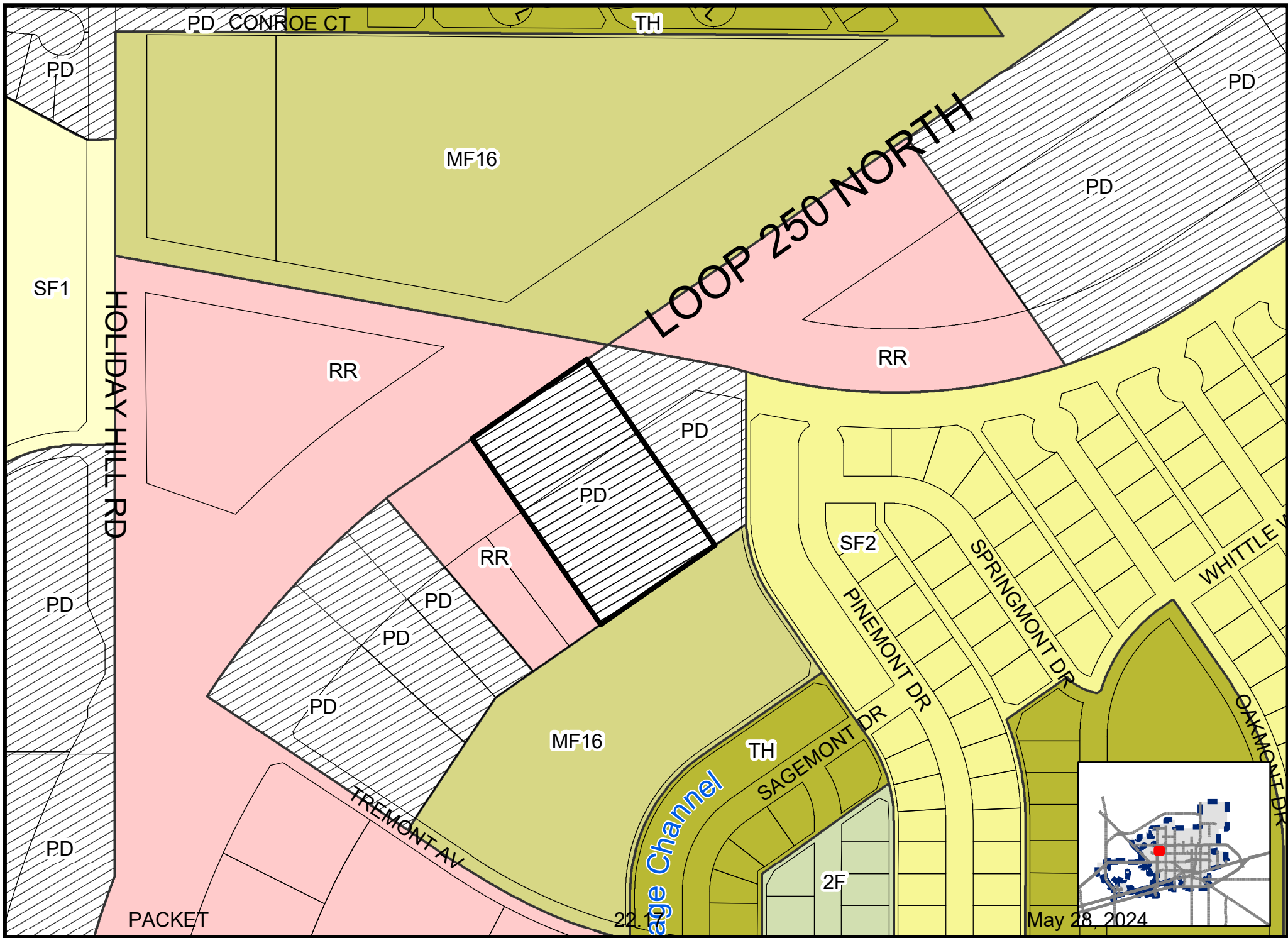


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING DRAWING. IT IS DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 28, 2024



**ORDINANCE NO. 8271**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 31A, BLOCK 39, FAIRMONT PARK ADDITION, SECTION 38, CITY AND COUNTY OF MIDLAND, TEXAS WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER TO BE USED AS AN AMENDED PLANNED DISTRICT FOR A SHOPPING CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an Amended Planned District for a Shopping Center set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

**SECTION ONE.** That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and it shall be used as an Amended Planned District for a Shopping Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Texas.

**SECTION TWO.** That said property shall be subject to the following conditions and restrictions:

1. The use and development of this property shall conform to the regulations of the LR-2, Local Retail District, except as otherwise stated below.
2. The development of a hotel on this property shall conform to the conditions shown on the attached site plans, Exhibits "A", "B" and "C" in all respects.
3. That the maximum building height for the hotel shall not exceed 42 feet, as defined in the Zoning Code.
4. That the landscaping indicated on Exhibit "A" shall be installed prior to the issuance of a Certificate of Occupancy. All landscaping shall be irrigated with an underground sprinkler system, and shall be maintained in a healthy, growing condition.
5. That the exterior of the hotel shall be a combination of brick veneer, stucco and glazing, as indicated on Exhibit "B" and "C".
6. All signs on this lot shall conform to the Midland Sign Code.
7. All solid waste containers shall be located at the rear of the hotel, opposite Loop 250.
8. All exterior lighting shall conform to the City of Midland Outdoor Lighting Policy.

**SECTION THREE.** That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

**SECTION FOUR.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION FIVE.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SIX.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

**SECTION SEVEN.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 26th day of October, A.D., 2004; and passed to second reading on motion of Council member Dufford, seconded by Council member Morgan, by the following vote:

Council members voting "AYE": Dufford, Morgan, Perry,  
Dingus, Canon, Simpson  
and Hailey

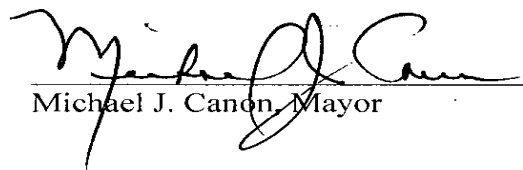
Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Morgan, seconded by Council member Simpson, on the 9th day of November, A.D., 2004, at a regular meeting of the City Council:

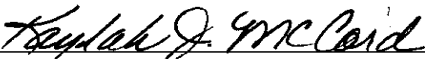
Council members voting "AYE": Morgan, Simpson, Perry,  
Dingus, Canon, Dufford  
and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 9th day of November, A.D., 2004.

  
Michael J. Canon, Mayor

ATTEST:

  
\_\_\_\_\_  
Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Keith Stretcher, City Attorney



# City Council Agenda

Approved for Agenda:  
**MJohnston**  
City Manager's Office

**MEETING DATE:** October 26, 2004  
**TO:** CITY COUNCIL/CITY MANAGER  
**FROM:** Cameron Walker, Planning Division Manager  
**SUBJECT:** Z-04-018, Approval of a Planned District Site Plan

---

## Purpose:

Hold a public hearing at 11:00 a.m. to consider an ordinance on a request from West Company of Midland for a zone change from PD, Planned District for a Shopping Center to an Amended Planned District.

## Recommended City Council Action:

☒ Approve      ☐ Deny      ☐ Direction/Informational

## Fiscal Impact:

N/A

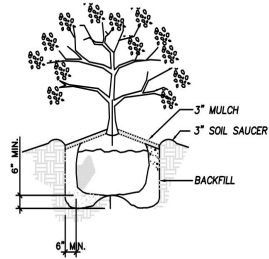
## Discussion:

This 2.1-acre lot is zoned Planned District for a Shopping Center, subject to LR-2 District regulations and site plan approval. The applicant wishes to construct a three-story hotel on this lot. The LR-2 District restricts the maximum building height to two and one-half standard stories, or 28.75 feet. However, the City Council has used Planned Districts to allow taller buildings along Loop 250 where three additional feet of building setback is provided for each one foot a building exceeds the maximum height. With a building height of 40 feet, a building setback of 48.75 feet would be required. The proposed setback from Loop 250 is 140 feet. Therefore, the building setback far exceeds this previously applied ratio.

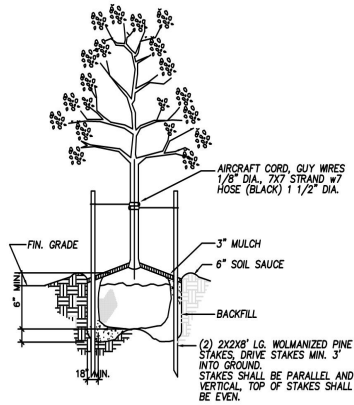


Exhibit A illustrates the plan view of the proposed hotel, as well as the landscaping plan. The landscaping is generally consistent with the landscape ordinance the Council considered at its last meeting. Exhibits B and C illustrate the elevation views of the hotel. The exterior of the building will consist of brick and EIFS, which includes a stucco finish. A pitched roof with composition shingles is included. The staff is satisfied that the conditions shown on these exhibits will result in an attractive development consist with previous approvals along Loop 250. We concur with the unanimous recommendation of the Planning and Zoning Commission for approval of this request. To this date, we have not received any opposition to this proposal.

CDS



SHRUB PLANTING  
N.T.S.



TREE PLANTING  
N.T.S.

CITY OF MIDLAND DEPARTMENT OF PLANNING AND DEVELOPMENT  
LANDSCAPE ANALYSIS FORM

- A. STREET TREES:  
Length of property line to street line as measured along all sides of the property fronting on a public street(s) = 112 feet/30 = 12 Street trees required.  
(Staff may create an additional lot)
- B. PARKING LOT TREES:  
Number of new parking stalls to be constructed 112 / 10 = 12 Parking lot trees required.
- C. TOTAL TREE REQUIREMENT:  
A + B = 24 Total number of street and parking lot trees required.
- F. SHRUBS: (See required for new or the expanded portion of parking lots)  
Total number of street trees required, from A above x 10 = 112 shrubs.

PLANT SCHEDULE

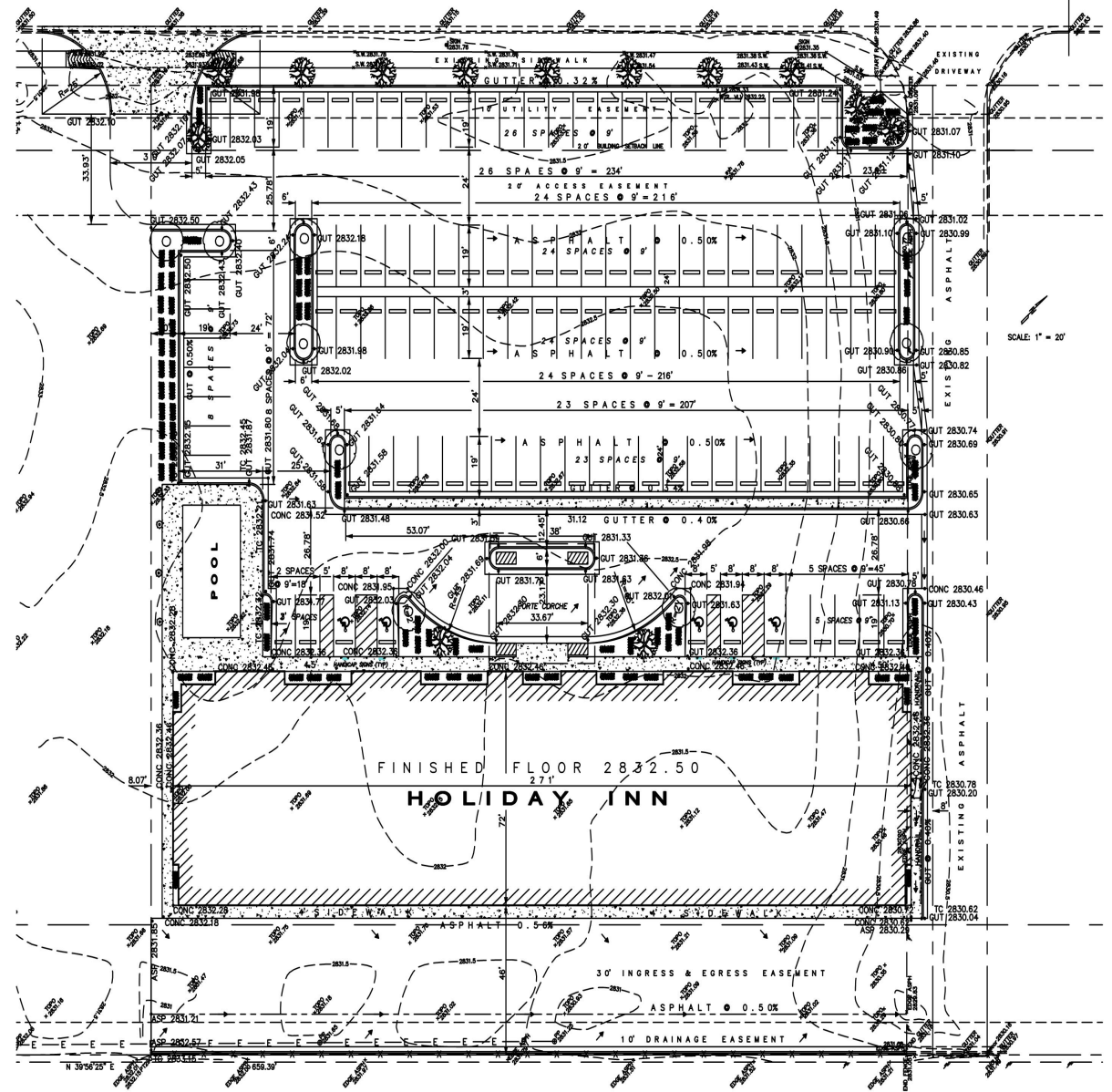
| SYMBOL | KEY | QTY. | SCIENTIFIC NAME                   | COMMON NAME          | SIZE    |
|--------|-----|------|-----------------------------------|----------------------|---------|
|        | 0   |      | EXISTING TREES TO PRESERVE        |                      |         |
|        | QV  | 12   | QUERCUS VIRGINIANA                | LIVE OAK             | 2" CAL. |
|        | OS  | 11   | QUERCUS SHUMARII                  | SHUMARD OAK          | 2" CAL. |
|        | PN  | 100  | NANDINA DOMESTICA NANA 'PURPUREA' | DWARF PURPLE NANDINA | 5 GAL.  |
|        | LJ  | 10   | MAX LEAF LIQUISTRUM               | LAGISTRUM JAPONICUM  | 5 GAL.  |
|        | SS  | FALL | ATENTOPHYLLUM SECUNDATUM          | SAINT AUGUSTINE      |         |

GENERAL NOTES

- ALL PLANTS SHALL BE FULL POT AND HEAD, SYMMETRICAL FOLIAGE AND BRANCHING STRUCTURE.
- CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION OR TRENCHING. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY DAMAGE TO UTILITIES DURING PROJECT IMPROVEMENTS.
- GRADE SURFACE TO ENSURE AREAS DRAIN AWAY FROM STRUCTURES AND TO PREVENT PONDING AND POCKETS OF SURFACE DRAINAGE. SPREAD AND AVERAGE OF 1" SHARP SAND OVER ENTIRE AREA TO BE SOLID SODDED. HAND RAKE ENTIRE AREA PRIOR TO SODDING. OBTAIN OWNER'S REPRESENTATIVE'S APPROVAL OF GRADE PRIOR TO SODDING.
- ALLOW FOR FINISHED GRADE AT EDGE OF WALKS AND CURBS AND CURBS AREAS SO GRASS WILL NOT HOLD WATER ON WALK AND SHALL BE CONSISTENT ALONG EDGE.
- LANDSCAPE CONTRACTOR TO COORDINATE AND SCHEDULE HIS WORK WITH OTHER CONTRACTORS WORKING ON THE PROJECT SITE.
- IRRIGATION SPRINKLER @ ALL LANDSCAPING.

PROJECT INFORMATION:

|                      |                |
|----------------------|----------------|
| TOTAL AREA           | 91,606 SQ. FT. |
| FIRST FLOOR          | 17,516 SQ. FT. |
| SECOND FLOOR         | 17,516 SQ. FT. |
| THIRD FLOOR          | 17,516 SQ. FT. |
| TOTAL LANDSCAPE AREA | 10,606 SQ. FT. |
| # OF TREES           | 23             |
| # OF SHRUBS          | 110            |
| # OF ROOMS           | 102            |
| # OF PARKING SPACES  | 117            |



SITE PLAN

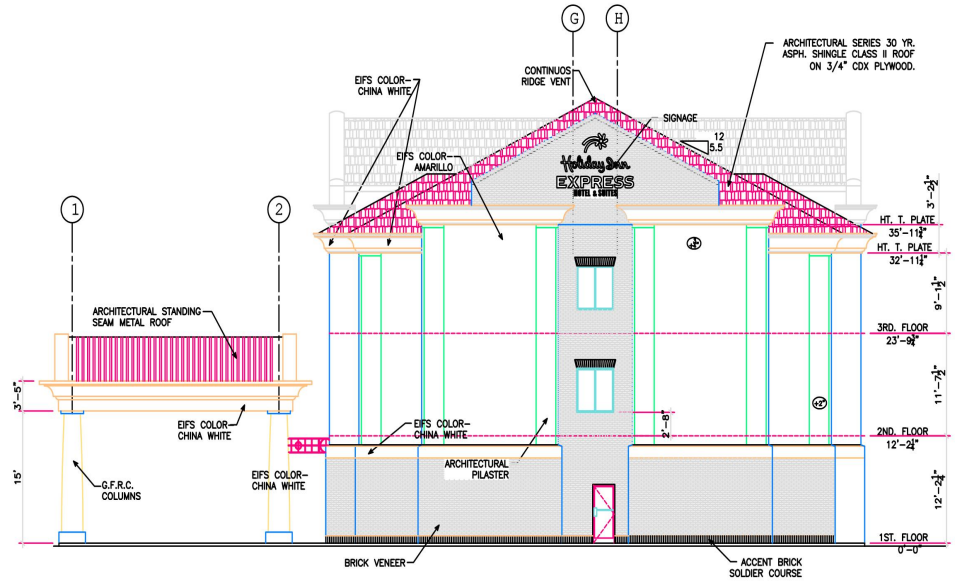
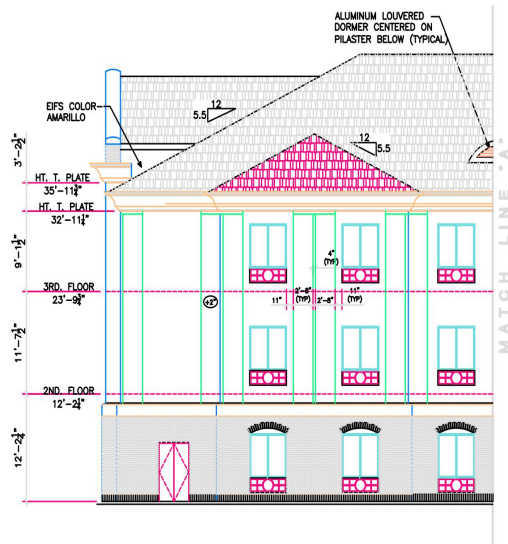
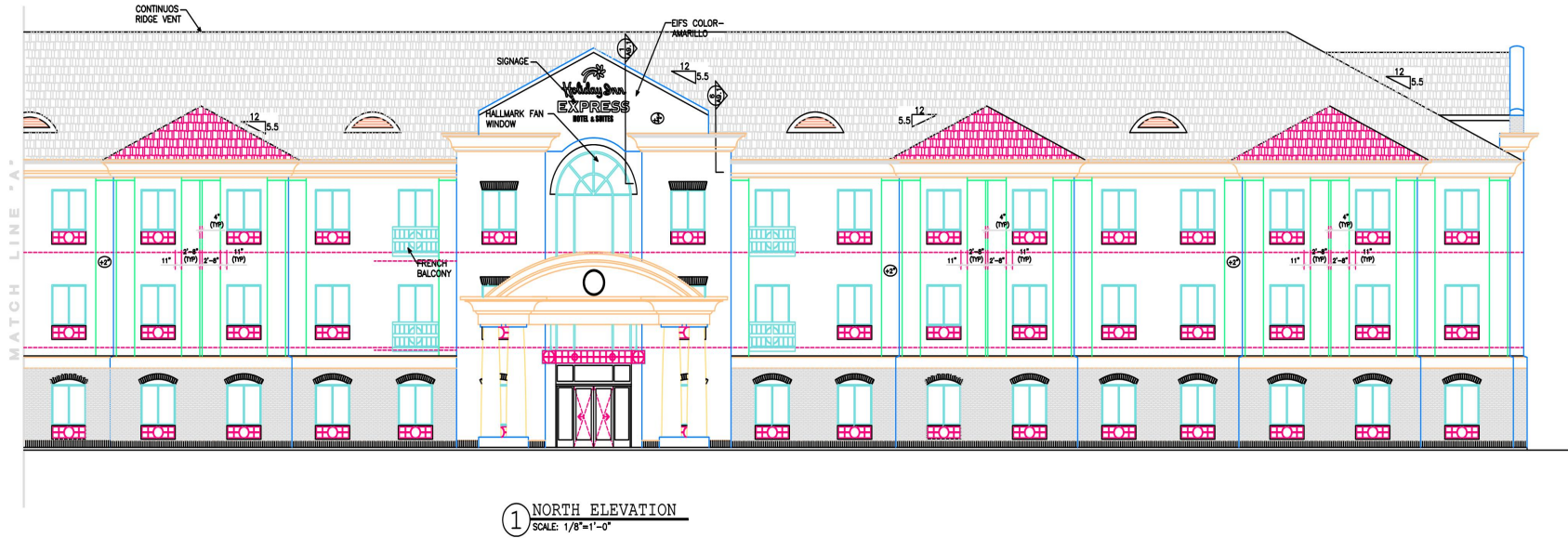
LOT 27  
BLOCK 39  
FAIRMONT PARK  
ADDITION SECTION 2

22.24

May 28, 2024  
D.R. ASSOCIATES

ARCHITECTS  
888 W. SAM HOUSTON PKWY S. #100  
HOUSTON, TX 77042

**WEST COMPANY**  
of Midland, Inc.  
ENGINEERS - PLANNERS - SURVEYORS  
1016 LAMAR AVE. - SUITE 110  
MIDLAND, TEXAS 79701  
(432) 687-0885 - FAX (432) 687-0888  
SEPTEMBER 2024



PACKET

22.25

May 28, 2024

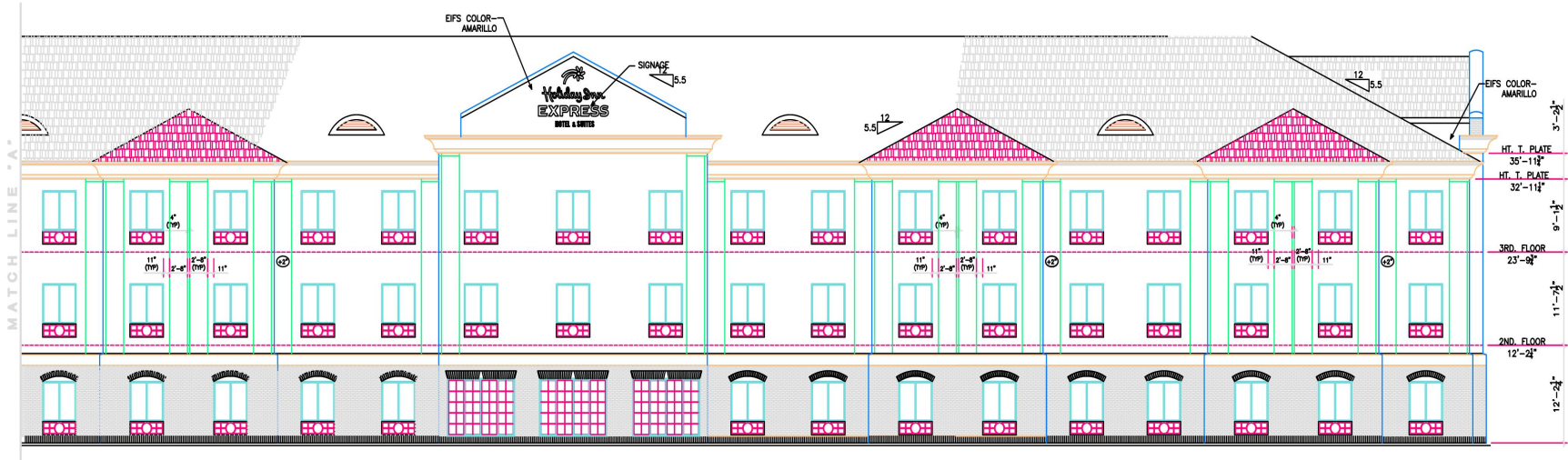
| REVISIONS | DATE | DESCRIPTION |
|-----------|------|-------------|
| No.       |      |             |
| 1         |      |             |
| 2         |      |             |
| 3         |      |             |
| 4         |      |             |
| 5         |      |             |

**D.R. ASSOCIATES**  
ARCHITECTS  
888 W. SAM HOUSTON PKWY S. #100  
HOUSTON, TX 77042 E-Mail: info@drassociates.net  
713-266-3304

**HOLIDAY INN EXPRESS HOTEL & SUITES**  
MIDLAND, TX.

|             |        |
|-------------|--------|
| CHECKED BY: | DATE:  |
| DRAWN BY:   | SCALE: |
| JOB NO:     | FILE:  |
| SHEET: A-5  | OF     |

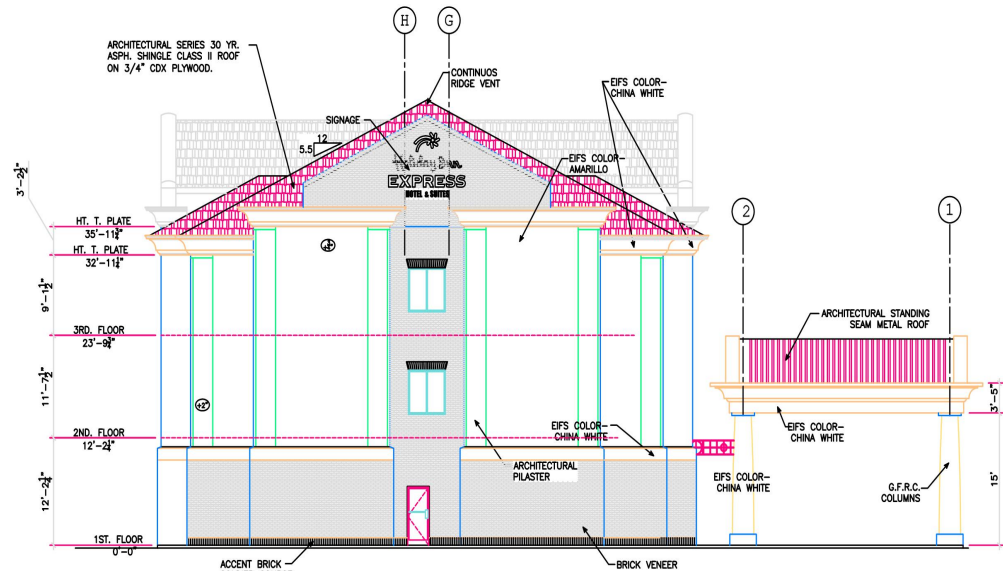




② SOUTH ELEVATION  
SCALE: 1/8"=1'-0"



PACKET



22.26

② EAST ELEVATION  
SCALE: 1/8"=1'-0"

May 28, 2024

| REVISIONS |      |
|-----------|------|
| No.       | DATE |
| 1         |      |
| 2         |      |
| 3         |      |
| 4         |      |
| 5         |      |

**D.R. ASSOCIATES**  
ARCHITECTS  
888 W. SAM HOUSTON PKWY S. #281  
HOUSTON, TX 77042  
(713) 266-3304

**HOLIDAY INN EXPRESS HOTEL & SUITES**  
MIDLAND, TX.

DATE: NOVEMBER 12, 2001  
CHECKED BY:  
DRAWN BY:  
SCALE: 1/8"=1'-0"  
JOB No:  
FILE: D:\DRA\BIC-SPRING\A05-1  
SHEET: **A-5.1** OF

06/20/01







# City Council Meeting

**Item Number:** 23  
**Meeting Date:** May 28, 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 4,799-SQUARE FOOT PORTION OF THE SOUTH 32 FEET OF LOT 2 AND ALL OF LOTS 3 THROUGH 6, BLOCK 205, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH BIG SPRING STREET AND WEST NEW JERSEY AVENUE), 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

---

## **Purpose:**

Perla Bisono is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant called Antojo Pura Vida located at 1008 S Big Spring.

## **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:****Surrounding Zoning and Land Use:**

The properties to the north, east, and south are zoned RR, Regional Retail District and are locations of various businesses such restaurants shops. The property to the west is zoned C, Commercial and is the location of what looks to be a building for storage.

**Analysis:**

The applicant is requesting a Specific Use Designation for a restaurant located at 1008 S Big Spring to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned RR, Regional Retail 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 an existing SUD for the sale of alcoholic beverages permitted by Ordinance 8269. The floor plan attached hereto as "Exhibit A" illustrates that the establishment has a total square footage of 4,799 square feet, with an alcohol serviceable area of 2,461 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. – 11 p.m.**

The restaurant is proposing the following hours of alcohol service:

**Monday through Sunday from 11 a.m. – 2 a.m. (the following day)**

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, schools, hospitals, etc. Therefore, this request is compliant with Section 5-4-4, Prohibited Places of Business.

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)* Antojo Pura Vida 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 or objections.

**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 Antojo Pura Vida is acceptable. The property must adhere to the maximum occupant load of 128 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 recommended approval of this request on May 6, 2024.

Therefore, staff recommend approval of this request subject to conditions A through G.

**Conditions:**

- A. That the serviceable area of the restaurant shall be limited to approximately 2,461 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 beverages sales and consumption shall be limited to Monday through Sunday from 11 a.m. to 2 a.m. of the following day.**
- 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 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 11-1-9.07.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 May 13, staff has not received any letters of objection.

**Attachments:**

Application  
Floor Plan (Exhibit A)  
Location Map  
Zoning Map  
Photo  
Aerial  
Ordinance 8269

*Frederick D. Ott*

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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 4,799-SQUARE FOOT PORTION OF THE SOUTH 32 FEET OF LOT 2 AND ALL OF LOTS 3 THROUGH 6, BLOCK 205, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH BIG SPRING STREET AND WEST NEW JERSEY AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 4,799-square foot portion of the south 32 feet of Lot 2 and all of Lots 3 through 6, Block 205, Southern Addition, City and County of Midland, Texas (the “Property”), as set out hereinafter;

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

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the “Establishment”) for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

**SECTION TWO.** That the Property shall be subject to the following conditions and restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 2,461 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 2:00 a.m. of the following day.
- 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:

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Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT  
AND COMPLETENESS:

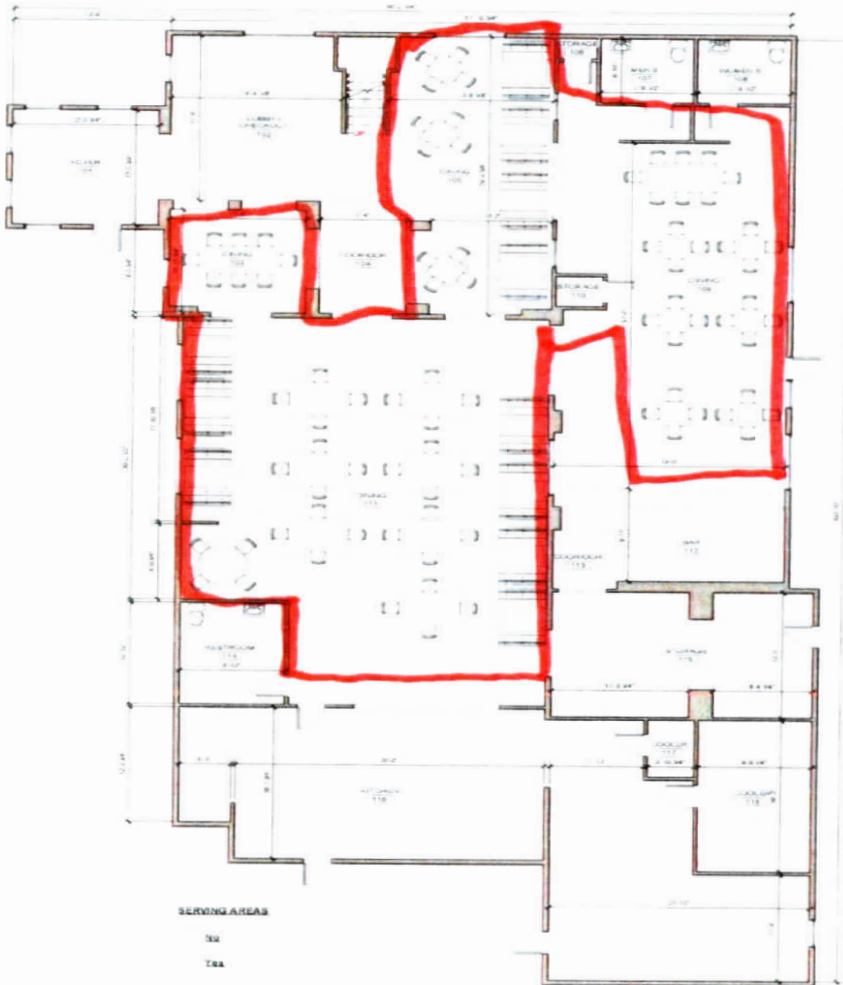
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Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

---

John Ohnemiller, City Attorney



| Seating Schedule |                    |          |               |         |
|------------------|--------------------|----------|---------------|---------|
| ROOM SEATING     | Description        | Area     | Seating Count |         |
| CHAIR            |                    | 24       |               |         |
| TABLE            |                    | 24       |               |         |
| ROOM SCHEDULE    |                    |          |               |         |
| ROOM NUMBER      | ROOM NAME          | AREA     | COMMENTS      | SERVING |
| 101              | LOBBY              | 1,100 SF |               | 7.00    |
| 102              | LOBBY / CONFERENCE | 1,100 SF |               | 7.00    |
| 103              | STORAGE            | 75 SF    |               | 7.00    |
| 104              | STORAGE            | 75 SF    |               | 7.00    |
| 105              | STORAGE            | 75 SF    |               | 7.00    |
| 106              | STORAGE            | 75 SF    |               | 7.00    |
| 107              | STORAGE            | 75 SF    |               | 7.00    |
| 108              | STORAGE            | 75 SF    |               | 7.00    |
| 109              | STORAGE            | 75 SF    |               | 7.00    |
| 110              | STORAGE            | 75 SF    |               | 7.00    |
| 111              | STORAGE            | 75 SF    |               | 7.00    |
| 112              | STORAGE            | 75 SF    |               | 7.00    |
| 113              | STORAGE            | 75 SF    |               | 7.00    |
| 114              | STORAGE            | 75 SF    |               | 7.00    |
| 115              | STORAGE            | 75 SF    |               | 7.00    |
| 116              | STORAGE            | 75 SF    |               | 7.00    |
| 117              | STORAGE            | 75 SF    |               | 7.00    |
| 118              | STORAGE            | 75 SF    |               | 7.00    |
| 119              | STORAGE            | 75 SF    |               | 7.00    |
| 120              | STORAGE            | 75 SF    |               | 7.00    |
| 121              | STORAGE            | 75 SF    |               | 7.00    |
| 122              | STORAGE            | 75 SF    |               | 7.00    |
| 123              | STORAGE            | 75 SF    |               | 7.00    |
| 124              | STORAGE            | 75 SF    |               | 7.00    |
| 125              | STORAGE            | 75 SF    |               | 7.00    |
| 126              | STORAGE            | 75 SF    |               | 7.00    |
| 127              | STORAGE            | 75 SF    |               | 7.00    |
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| 131              | STORAGE            | 75 SF    |               | 7.00    |
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| 141              | STORAGE            | 75 SF    |               | 7.00    |
| 142              | STORAGE            | 75 SF    |               | 7.00    |
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| 144              | STORAGE            | 75 SF    |               | 7.00    |
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| 146              | STORAGE            | 75 SF    |               | 7.00    |
| 147              | STORAGE            | 75 SF    |               | 7.00    |
| 148              | STORAGE            | 75 SF    |               | 7.00    |
| 149              | STORAGE            | 75 SF    |               | 7.00    |
| 150              | STORAGE            | 75 SF    |               | 7.00    |

Alcohol Serviceable  
Area  
2,461 square feet



H3 DIGITAL DESIGN  
111 WEST 10TH  
SUITE 100  
DALLAS, TEXAS 75201  
214.788.4444  
H3DESIGN.COM

CLIENT  
ANTONIO PURA VIDA  
EXISTING FLOOR PLAN  
1008 S Big Spring Blvd.,  
TX 75701

FLOOR PLAN AREA "A"  
Project No. 10024004  
Scale: As Indicated  
Date: 4-2-24

NO. DATE DESCRIPTION  
1 4-2-24

PERMIT/PRICING

A-101

## EXHIBIT "A"



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: Perla Bisoño

Phone (516) 360-4017

Email Perla@AntojosRavida.com

Address 6000 Briarwood Ave Apt 1308

City Midland

State TX

Zip 79707

**Property Owner**

Printed Name: Bertha Ramirez

Phone (432) 559-5096

Email angelicatram4@gmail

Address 1407 WCK 130

City Midland

State TX

Zip 79706

**Representative** (if different from Applicant or Property Owner)

Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone ( )

Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Street Address: 1008 S Big Spring St Midland TX 79701

Business Name: Antojos Rara Vida

**Legal Description**

Lot: 2-6 Block: 205 Subdivision: Southern Add.

Current Zoning: RR, Regional Retail

Reason for Request: We would like the Alcohol and liquor license for our Restaurant.

Type of Business (restaurant, bar, lounge, nightclub, etc.): Restaurant

Proposed/Current Days and Hours of Operation: Monday to Sunday 11am - 11pm

Proposed Days and Hours of Alcohol Service: Monday to Sunday 11am - 2am next day

Total Square Footage of Business: 4,799 SF

Square Footage of Alcohol Serviceable Area: ~~2,462~~ 2,461

Restroom Fixtures:

Men

Toilets/Urinals: 1 / 2

Bathroom Sinks: 1

Women

Toilets: 3

Bathroom Sinks: 2



## Submittal and Fees

### Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing: \*Parking \*Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

## Signatures

Applicant (signature): [Signature] Date: 4/3/24

Applicant (printed): Perla Bisano

Property Owner (signature): [Signature] Date: 4/3/24

Property Owner (printed): Bertha Ramirez

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.

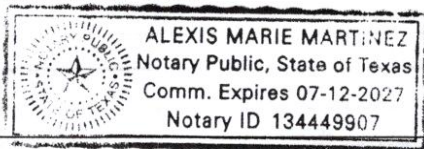
All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

### STATE OF TEXAS COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Perla Bisano who, being by me duly sworn, upon oath says: That (s)he is authorized by Bertha Ramirez, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this 8<sup>th</sup> day of April, 2024, to certify which witness my hand and seal of office.



Notary Public

### FOR OFFICE USE ONLY

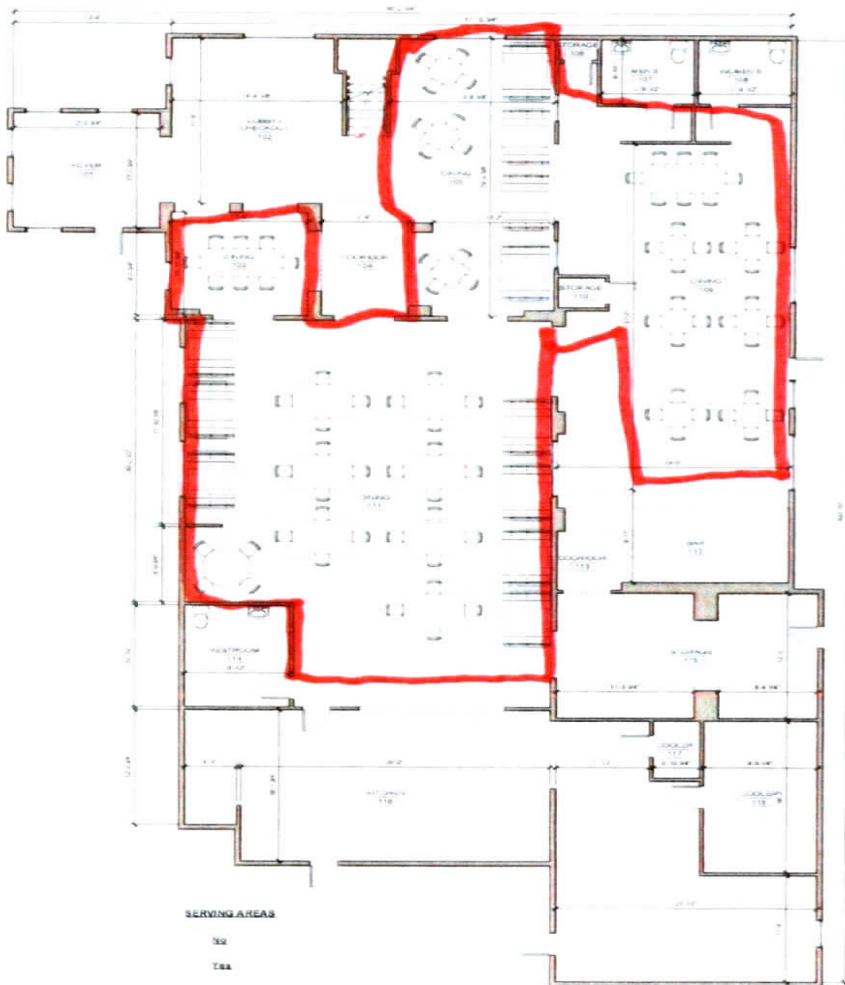
- |                                                                  |                                                                        |
|------------------------------------------------------------------|------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Property Owner Authorization | <input checked="" type="checkbox"/> Dimensioned Floor Plan             |
| <input checked="" type="checkbox"/> Application Fee              | <input checked="" type="checkbox"/> Site Plan                          |
| Check # <u>1017</u>                                              | <input checked="" type="checkbox"/> Plans in Digital Format (PDF/JPEG) |

Received By: [Signature]

Date: APR 08 2024

BY: .....





| Seating Schedule |             |    |               |  |
|------------------|-------------|----|---------------|--|
| ROOM SEATING     | Description | sq | Seating Count |  |
| CHAIR            |             | sq |               |  |
| CHURCH           |             | sq |               |  |
| CHURCH           |             | sq |               |  |

| ROOM SCHEDULE |                   |         |          |         |
|---------------|-------------------|---------|----------|---------|
| ROOM NUMBER   | ROOM NAME         | AREA    | COMMENTS | SERVING |
| 101           | FOYER             | 1151 SF |          |         |
| 102           | LIBRARY / READING | 520 SF  |          |         |
| 103           | BOOKS/HOOR        | 98 SF   |          |         |
| 104           | STORAGE           | 50 SF   |          |         |
| 105           | MEN'S             | 53 SF   |          |         |
| 106           | WOMEN'S           | 53 SF   |          |         |
| 107           | STORAGE           | 112 SF  |          |         |
| 110           | REAR              | 1448 SF |          |         |
| 112           | CLASSROOM         | 662 SF  |          |         |
| 113           | RESTROOM          | 283 SF  |          |         |
| 114           | STORAGE           | 100 SF  |          |         |
| 116           | KITCHEN           | 1071 SF |          |         |
| 117           | COOK              | 24 SF   |          |         |
| 118           | DISCOW            | 154 SF  |          |         |
|               |                   | 2338 SF |          |         |
| 103           | DRIVING           | 125 SF  |          | 100%    |
| 105           | DRIVING           | 980 SF  |          | 100%    |
| 106           | DRIVING           | 108 SF  |          | 100%    |
| 111           | DRIVING           | 1188 SF |          | 100%    |
|               |                   | 4887 SF |          |         |
|               |                   | 44 SF   |          | 100%    |

Alcohol Serviceable  
Area  
2,461 square feet



**H2 DIGITAL DESIGN**  
200 WEST ALLAMORE  
SUITE 120 WACLAND  
TEXAS 75071  
402.589.4559  
h2digital.com

CLIENT

ANTOJO PURA VIDA

EXISTING FLOOR PLAN

1008 S Big Spring StMidland,  
TX 79701

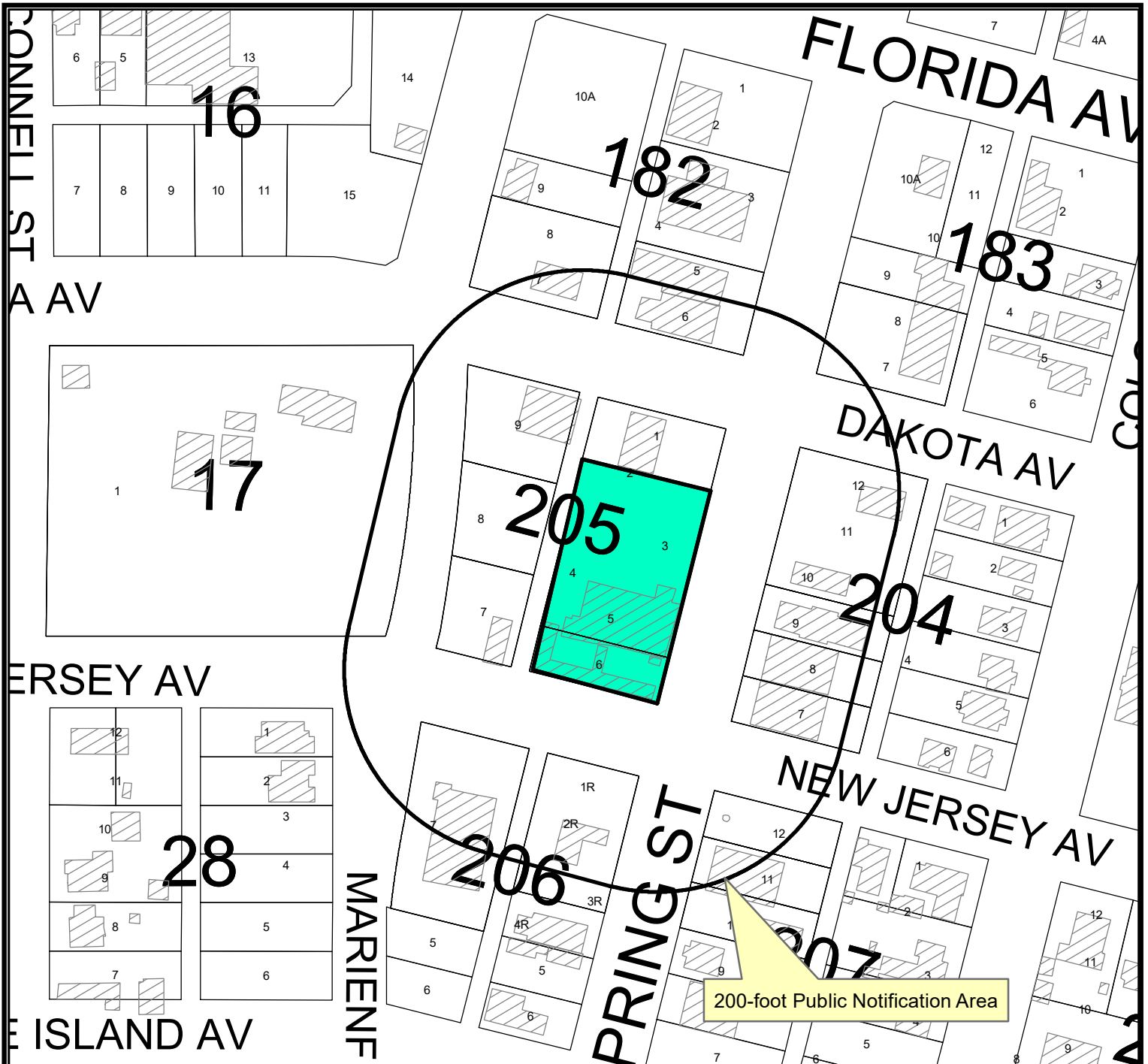
FLOOR PLAN AREA "A"

Project no. HD024004  
scale. As indicated  
date 4/2/24

| Problem 10.10 |                  |                      |                       |
|---------------|------------------|----------------------|-----------------------|
| Year          | Cost of<br>Sales | Cost of<br>Inventory | Cost of<br>Goods Sold |
| 2000          | 100              | 100                  | 200                   |
| 2001          | 100              | 100                  | 200                   |
| 2002          | 100              | 100                  | 200                   |
| 2003          | 100              | 100                  | 200                   |
| 2004          | 100              | 100                  | 200                   |

PERMIT/PRICING

A-101



## Location Map

**SUD-24-0178**

**Scale: 1" = 153'**

Consider a request by Antojo Pura Vida for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant on a 4,799-square-foot portion of the south 32 feet of Lot 2 and all of Lots 3 through 6, Block 205, Southern Addition, City and County of Midland, Texas.

Generally located at northwest corner of the intersection of Big Spring Street and West New Jersey Avenue. (Council District 2)

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

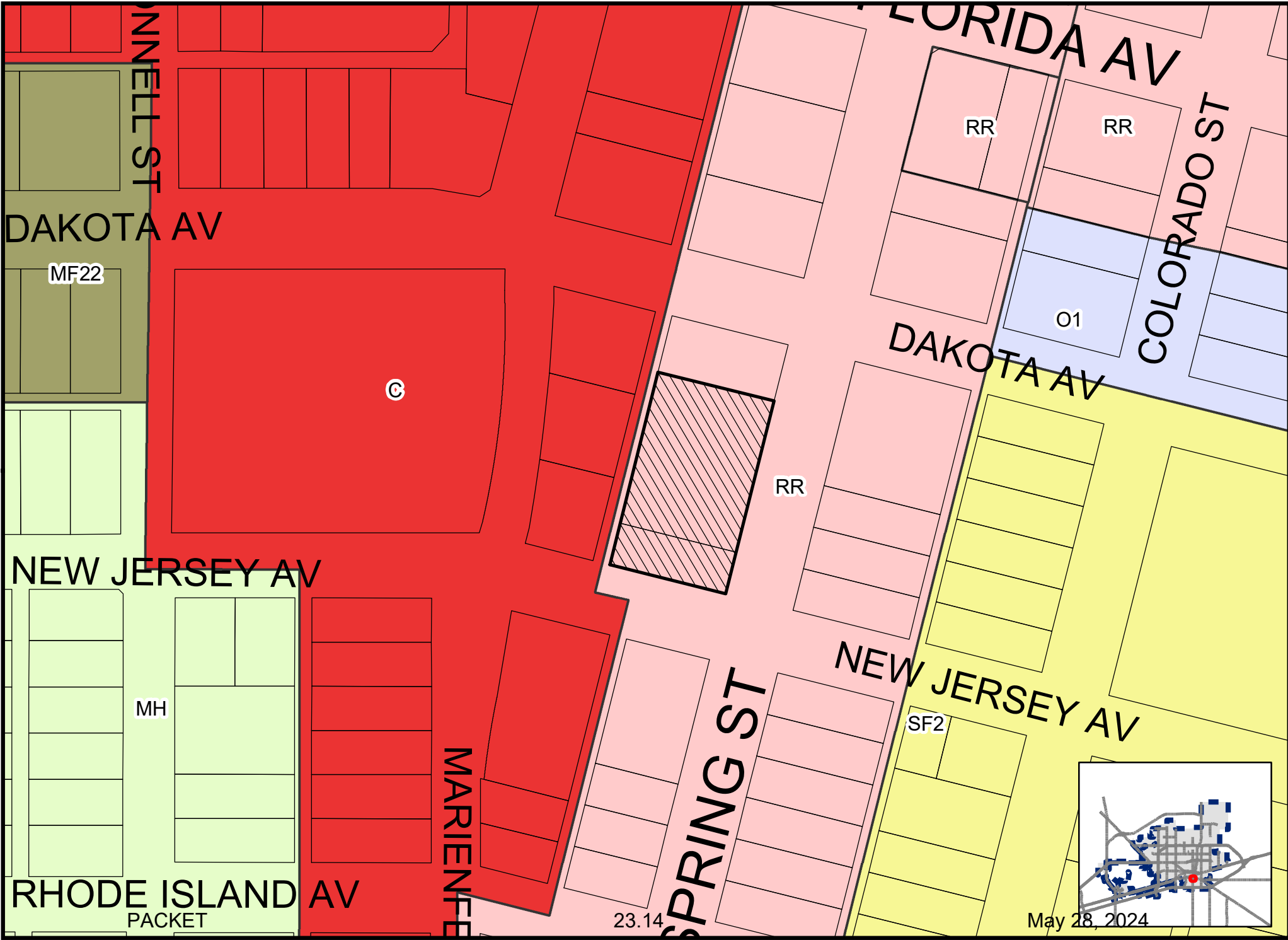


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THIS DATA IS NOT A SUBSTITUTION FOR A PERMIT. THE CITY OF MIDLAND IS NOT DESIGNED TO BE USED AS A PERMITTING TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 28, 2024











ONNELL ST

AKOTA AV

NEW JERSEY AV

RHODE ISLAND AV

MARIENTE ST

SPRING ST

FLORIDA AV

COLORADO ST

16

17

182

183

204

205

206

207

208

28

23.16

May 28, 2024

PACKET



**ORDINANCE NO. 8269**

**AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF CERTAIN PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT AND C-3, COMMERCIAL DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISE CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term for the sale of alcoholic beverages in a restaurant for on-premise consumption, set out hereinafter, on the property described in Section One hereof;

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

**SECTION ONE.** That the zoning use classification of the following described property, which is presently zoned LR-2, Local Retail District and C-3, Commercial District, to wit:

The south 32 feet of Lot 2, and all of Lots 3 through 8, Block 205, Southern Addition, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term for the sale of alcoholic beverages for on-premise consumption in a restaurant, together with

the uses permitted in the present LR-2, Local Retail District and C-3, Commercial District.

**SECTION TWO.** That said property shall be subject to the following conditions and restrictions:

- A. That the use of this property as a restaurant with alcoholic beverages sales and consumption shall conform to the attached site plan;
- B. That the maximum square footage of the restaurant shall not exceed 8,000 contiguous square feet;
- C. That the seating capacity of the restaurant shall not exceed 270 persons;
- D. That the days and hours of operation shall not exceed Monday through Friday from 11:00 a.m. until 10:00 p.m., Saturday from 9:00 a.m. until 10:00 p.m. and Sunday from 9:00 a.m. until 3:00 p.m.;
- E. That no sign advertising alcoholic beverages sales shall be permitted on the outside of the building and no outside entrance to the patio area shall be allowed.

**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 12th day of October, A.D., 2004; and passed to second reading on motion of Council member Morgan, seconded by Council member Dufford, by the following vote:

Council members voting "AYE": Morgan, Dufford, Perry,  
Dingus and Hailey

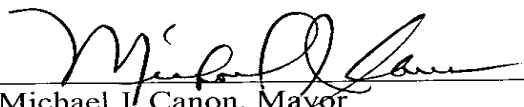
Council members voting "NAY": Simpson

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Morgan, seconded by Council member Dufford, on the 26th day of October, A.D., 2004, at a regular meeting of the City Council:

Council members voting "AYE": Morgan, Dufford, Perry,  
Dingus, Canon and Hailey

Council members voting "NAY": Simpson

PASSED AND APPROVED THIS 26th day of October, A.D., 2004.

  
Michael J. Canon, Mayor

ATTEST:

  
Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

  
Keith Stretcher, City Attorney







# City Council Agenda

Approved for Agenda:  
**MJohnston**  
City Manager's Office

**MEETING DATE:** October 12, 2004  
**TO:** CITY COUNCIL/CITY MANAGER  
**FROM:** Cameron Walker, Planning Division Manager  
**SUBJECT:** Specific Use Permit With Term

---

## **Purpose:**

Hold a public hearing at 11:06 a.m. and consider an ordinance for a Specific Use Permit With Term, for the sale of alcoholic beverages, for on-premises consumption, in a restaurant by Javier and Bertha Ramirez of La Mision Restaurant.

## **Recommended City Council Action**

☒ Approve

☐ Deny

☐ Direction/Informational

## **Fiscal Impact:**

N/A

## **Discussion:**

Mr. and Mrs. Ramirez, owners of La Mision restaurant, are requesting a Specific Use Permit With Term for the sale and on-premise consumption of alcoholic beverages. At present, they are permitted to sell and consume all alcoholic beverages in a restaurant. In addition to the restaurant they have recently added an outdoor patio in which they wish to sell alcoholic beverages. The patio will provide an additional 100 seats resulting in a maximum seating capacity of 270 persons. We find the parking requirements for the seating capacity to be satisfied with a total of 111 available spaces.

The days and hours of operation are consistent for this type of use. The patio is enclosed with a 10-foot masonry fence with no separate outside entrance proposed. No alcoholic beverage advertisements will be allowed on or outside of the building. We believe these measures will ensure that the main function of the business continues to be a restaurant.

Attachments: Application, Maps, Proposed Ordinance and Site Plan

CDS



# City Council Meeting

**Item Number:** 24  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Alexis Martinez, Account Clerk  
**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 60, 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 LEE 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)

---

**Purpose:**

.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

.

**Strategic Priority:**

(Strengthen and Sustain our Infrastructure)

**Discussion:**

.

*For E. Out*

---

City Manager's Office

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 60, 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 LEE 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 60, 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: \_\_\_\_\_

|                                                                                                        |                 |                                   |  |
|--------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|--|
| <b>Applicant (if acting as Agent, see affidavit on page 2)</b><br>Printed Name: <u>Armando Sanchez</u> |                 | Phone <u>(432) 631 2177</u>       |  |
| Address <u>1300 Convoir Ct</u>                                                                         |                 | Email <u>wtx@buildartifex.com</u> |  |
| City <u>Midland</u>                                                                                    | State <u>TX</u> | Zip <u>79705</u>                  |  |

|                                                               |                 |                                   |  |
|---------------------------------------------------------------|-----------------|-----------------------------------|--|
| <b>Property Owner</b><br>Printed Name: <u>Armando Sanchez</u> |                 | Phone <u>(432) 631 2177</u>       |  |
| Address <u>1300 Convoir Ct</u>                                |                 | Email <u>wtx@buildartifex.com</u> |  |
| City <u>Midland</u>                                           | State <u>TX</u> | Zip <u>79705</u>                  |  |

|                                                                                                             |            |                                |           |
|-------------------------------------------------------------------------------------------------------------|------------|--------------------------------|-----------|
| <b>Representative (if different from Applicant or Property Owner)</b><br>Firm: _____<br>Printed Name: _____ |            | Phone ( ) _____<br>Email _____ |           |
| Address _____                                                                                               | City _____ | State _____                    | Zip _____ |

|                                                                                                                    |  |  |  |
|--------------------------------------------------------------------------------------------------------------------|--|--|--|
| <b>Street Address:</b> <u>802 S Lee St. Midland TX 79701</u>                                                       |  |  |  |
| <b>Legal Description</b><br>Lot: <u>2</u> Block: <u>60</u> Subdivision: <u>Park Avenue Heights, second section</u> |  |  |  |

|                                    |                                                                                                            |
|------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Current Zoning:</b> <u>MF22</u> | <b>Proposed Zone:</b> <u>SF3</u><br><small>(List by tracts if more than one district is requested)</small> |
|------------------------------------|------------------------------------------------------------------------------------------------------------|

|                                                                                         |
|-----------------------------------------------------------------------------------------|
| <b>Reason for Zone Change Request:</b> <u>To build a single-family home on the lots</u> |
|-----------------------------------------------------------------------------------------|

|                                               |
|-----------------------------------------------|
| <b>Present Use of Property:</b> <u>Vacant</u> |
|-----------------------------------------------|

|                                                                      |
|----------------------------------------------------------------------|
| <b>Proposed Use of Property:</b> <u>SFH - Single family new home</u> |
|----------------------------------------------------------------------|

|                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How would this zone change affect the public health, safety and welfare?</b> <u>Current Surrounding properties are vacant, surrounding neighborhood SFH</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------|
| <b>Describe how conditions affecting the property have changed since present zoning designation:</b> <u>N/A</u> |
|-----------------------------------------------------------------------------------------------------------------|

**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):

*Sanchez*

Date:

4-1-24

Applicant (printed):

Armando Sanchez

Property Owner (signature):

*Sanchez*

Date:

4-1-24

Property Owner (printed):

Armando 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.

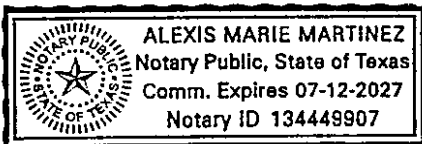
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS  
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Armando Sanchez who, being by me duly sworn, upon oath says: That (s)he is the owner of Armando Sanchez 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.

*Sanchez*  
Authorized Agent (signature)

Subscribed and sworn to before me, this 1<sup>st</sup> day of April, 2024, to certify which witness my hand and seal of office.



*[Signature]*

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

☐ Property Owner Authorization

☐ Dimensioned Site Plan

☐ Application Fee

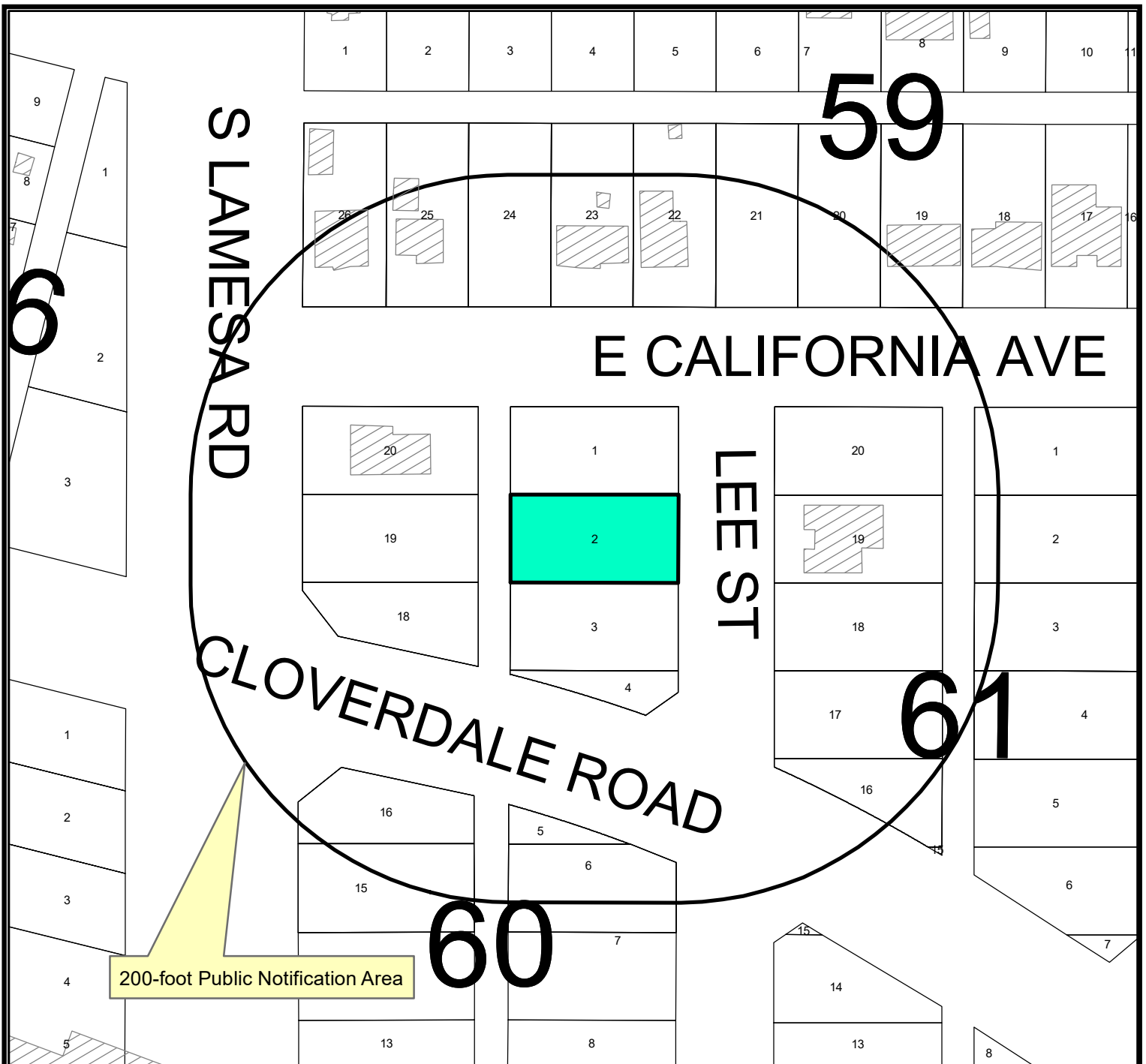
☐ Plans in Digital Format (PDF/JPEG)

Check # \_\_\_\_\_

Received By: \_\_\_\_\_

Date: \_\_\_\_\_

Application will not be considered for scheduling until reviewed by a planner 247 May 28, 2024



## Location Map

**Z-24-0369**

**Scale: 1" = 55,603'**

Consider a request by Armando Sanchez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 2, Block 60, Park Avenue Heights, Section 2, City and County of Midland, Texas.

Generally located on the west side of South Lee Street, approximately 55 feet south of East California Avenue. (Council District 2)

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

May 28, 2024

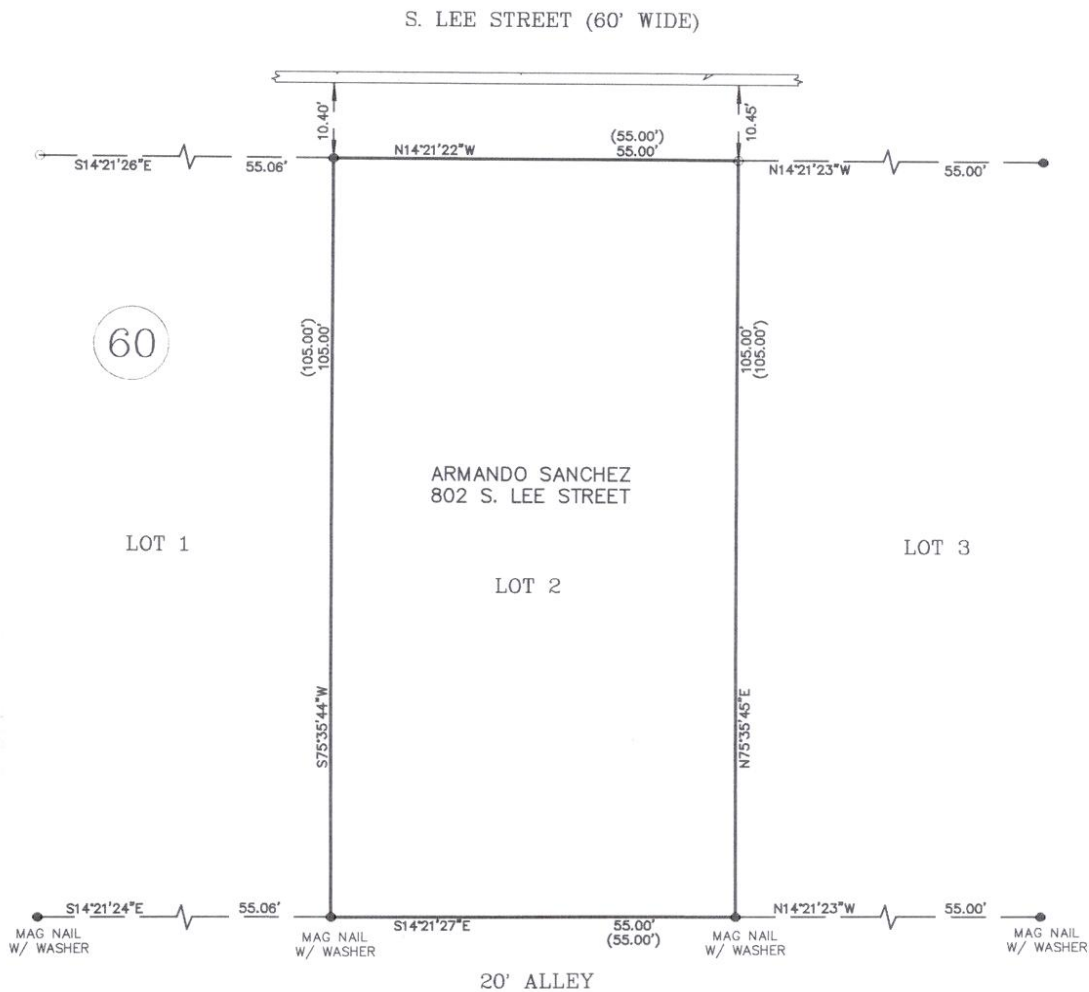
THIS DATA IS NOT A SUBSTITUTION FOR A PROFESSIONAL ENGINEER OR SURVEYOR. IT IS DESIGNED TO BE USED AS A GUIDANCE TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



\*COPYRIGHT 2023

This survey plat is being provided solely for the use of: Armando Sanchez & West Texas Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated November 29, 2023, which shall take place within 90 days after the survey was provided.



The following Easements, Rights-of-way, and Restrictive covenants as listed on the title commitment furnished by:  
West Texas Abstract and Title Co., Inc.,  
G.F. No.: 48802325750

Restrictive Covenants:  
Vol. 294, Pg. 278,  
Deed Records,  
Midland Co., Texas

Right-of-Way:  
Western Gas Resources,  
Vol. 1910, Pg. 176,  
Official Records,  
Midland Co., Texas

Census Tract: 15

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0206 F

The undersigned does hereby certify that this survey was this day 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, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 29th day of November 2023.

*Bruce R. Pennell*  
Registered Professional Land Surveyor No. 4170  
Date: 11/29/2023

IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT

|                                                                                                                                                                   |                        |                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------|
| PENNELL LAND SURVEYING<br>PROFESSIONAL LAND SURVEYING<br>P.O. BOX 51622, MIDLAND, TEXAS 79710<br>VOICE: (432) 570-6256 FAX: (432) 682-3262 MOBILE: (432) 528-1027 |                        |                                       |
| ABSTRACT OFFICE: WEST TEXAS                                                                                                                                       | G.F. #: 48802325750    | COMMITMENT EFFECTIVE DATE: 11/07/2023 |
| PACKET 1                                                                                                                                                          | DATA FILE: 200-204SLEE | DRAWN BY: MARCY 24.10 NO.: 10193978   |

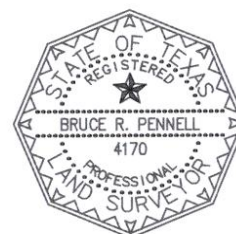
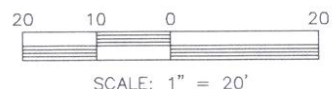
SURVEY OF  
LOT TWO (2), BLOCK SIXTY (60),  
PARK AVENUE HEIGHTS, SECOND SECTION,  
AN ADDITION TO THE CITY OF MIDLAND  
MIDLAND COUNTY, TEXAS  
ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN  
CABINET B, PAGE 114, PLAT RECORDS, MIDLAND COUNTY, TEXAS

LEGEND

- Set 1/2" I.R.  
W/Cap "RPLS 4170"
- End. 1/2" I.R.

Basis of Bearings:  
NAD 83 Lambert Grid

Bearings and Distances Shown  
Inside ( ) Indicate Record Information



May 28, 2024



PACKET

24.11

LES  
S

May 28, 2024



# City Council Meeting

**Item Number:** 25  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Alexis Martinez, Account Clerk  
**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 60, 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 SOUTH LEE STREET AND 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)

---

**Purpose:**

.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

.

**Strategic Priority:**

(Strengthen and Sustain our Infrastructure)

**Discussion:**

.

*For E. Out*

---

City Manager's Office

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 60, 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 SOUTH LEE STREET AND 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 1, Block 60, 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: \_\_\_\_\_

|                                                                                                        |                     |                                                                  |                  |
|--------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------|------------------|
| <b>Applicant</b> (if acting as Agent, see affidavit on page 2)<br>Printed Name: <u>Armando Sanchez</u> |                     | Phone <u>(432) 631 2177</u><br>Email <u>armando@diamondhomes</u> |                  |
| Address <u>5801 Landon Court</u>                                                                       | City <u>Midland</u> | State <u>TX</u>                                                  | Zip <u>79707</u> |

|                                                                                              |                     |                                                                   |                  |
|----------------------------------------------------------------------------------------------|---------------------|-------------------------------------------------------------------|------------------|
| <b>Property Owner</b> <u>Sanchez Diamond Homes</u><br>Printed Name: <u>Construction Inc.</u> |                     | Phone <u>(432) 631 2177</u><br>Email <u>midland@diamondhom.es</u> |                  |
| Address <u>5801 Landon Court</u>                                                             | City <u>Midland</u> | State <u>TX</u>                                                   | Zip <u>79707</u> |

|                                                                                                             |            |                             |           |
|-------------------------------------------------------------------------------------------------------------|------------|-----------------------------|-----------|
| <b>Representative</b> (if different from Applicant or Property Owner)<br>Firm: _____<br>Printed Name: _____ |            | Phone (    )<br>Email _____ |           |
| Address _____                                                                                               | City _____ | State _____                 | Zip _____ |

|                                                                                                                    |  |
|--------------------------------------------------------------------------------------------------------------------|--|
| <b>Street Address:</b> <u>800 S Lee St Midland TX 79701</u>                                                        |  |
| <b>Legal Description</b><br>Lot: <u>1</u> Block: <u>60</u> Subdivision: <u>Park Avenue Heights, Second Section</u> |  |

|                                    |                                                                                             |
|------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Current Zoning:</b> <u>MF22</u> | <b>Proposed Zone:</b> <u>SF3</u><br>(List by tracts if more than one district is requested) |
|------------------------------------|---------------------------------------------------------------------------------------------|

|                                                                                        |
|----------------------------------------------------------------------------------------|
| <b>Reason for Zone Change Request:</b> <u>To build a single family home on the lot</u> |
|----------------------------------------------------------------------------------------|

|                                               |
|-----------------------------------------------|
| <b>Present Use of Property:</b> <u>Vacant</u> |
|-----------------------------------------------|

|                                                                      |
|----------------------------------------------------------------------|
| <b>Proposed Use of Property:</b> <u>SFH - single family new home</u> |
|----------------------------------------------------------------------|

|                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How would this zone change affect the public health, safety and welfare?</b> <u>Current Surrounding properties are vacant, surrounding neighborhood SFH</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------|
| <b>Describe how conditions affecting the property have changed since present zoning designation:</b> <u>N/A</u> |
|-----------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Submittal and Fees</b><br>Items to be submitted with this application form: <ul style="list-style-type: none"><li>• Application Fee – Payable to the 'City of Midland'</li><li>• Dimensioned Site Plan</li><li>• Digital Copies of Site Plan (PDF/JPEG)</li></ul> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>Signature</b> (by property owner only – authorized agent must sign affidavit below)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |
| Applicant (signature): <u>Sando</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Date: <u>4-1-24</u> |
| Applicant (printed): <u>Armando Sanchez</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |
| Property Owner (signature): <u>Elia Sanchez</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Date: <u>4/1/24</u> |
| Property Owner (printed): <u>Elia Sanchez</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |
| <p>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.</p> <p>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.</p> |                     |

STATE OF TEXAS  
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Armando Sanchez who, being by me duly sworn, upon oath says: That (s)he is the owner of Elia Sanchez Homes or authorized by Elia Sanchez, 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.

Elia Marquez  
Authorized Agent (signature)

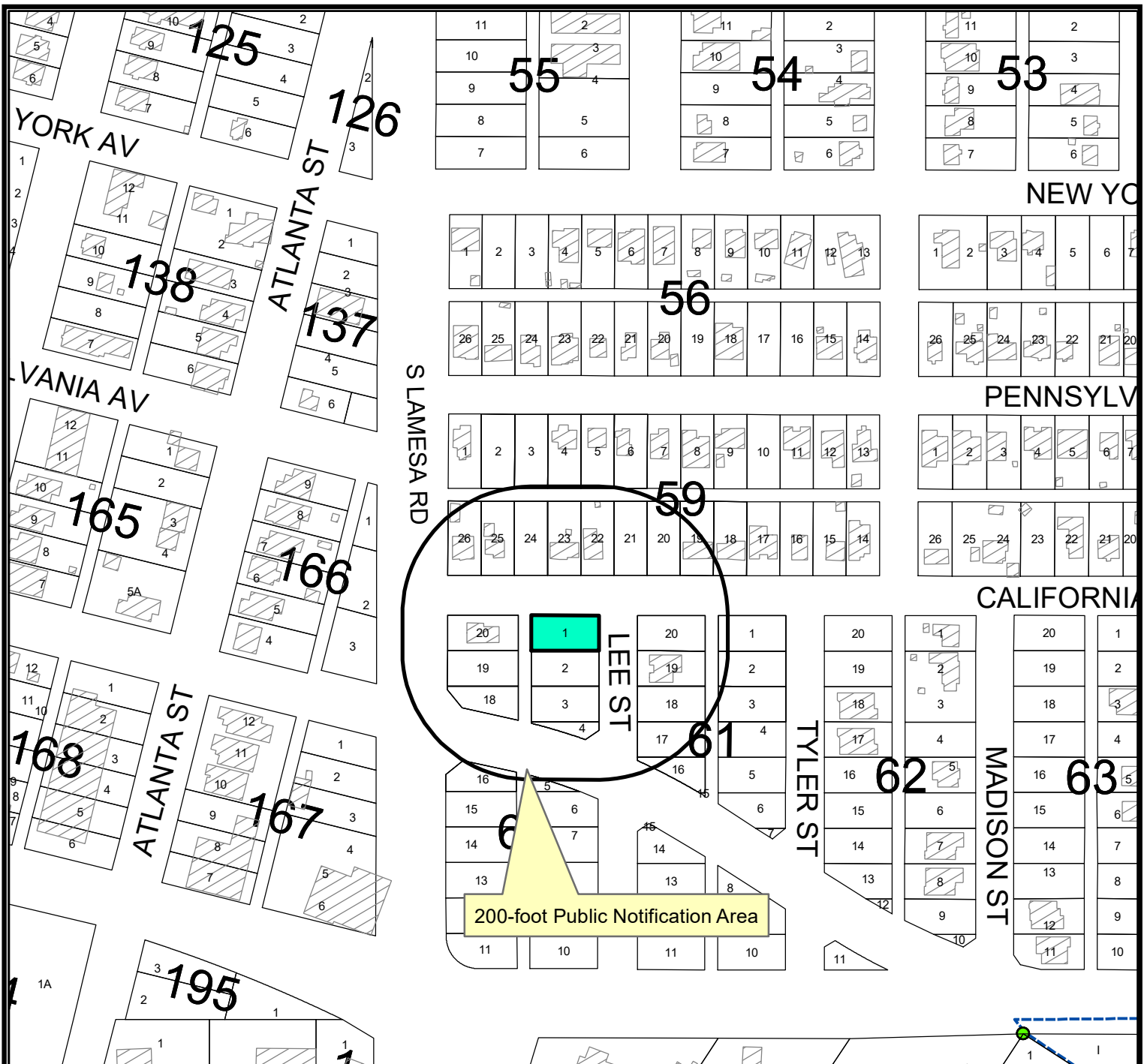
Subscribed and sworn to before me, this 1st day of April, 2024, to certify which witness my hand and seal of office.

ALEXIS MARIE MARTINEZ  
Notary Public, State of Texas  
Comm. Expires 07-12-2027  
Notary ID 134449907

[Signature]  
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

| FOR OFFICE USE ONLY                                              |                                                                        |
|------------------------------------------------------------------|------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Property Owner Authorization | <input checked="" type="checkbox"/> Dimensioned Site Plan              |
| <input checked="" type="checkbox"/> Application Fee              | <input checked="" type="checkbox"/> Plans in Digital Format (PDF/JPEG) |
| Check # <u>Waived by Xavier/Elia</u>                             |                                                                        |
| Received By: <u>[Signature]</u>                                  | Date: <u>APR 01 2024</u>                                               |

Application will not be considered for scheduling until reviewed by a planner. May 28, 2024



## Location Map

**Z-24-0370**

**Scale: 1" = 2,684**

Consider a request by Armando Sanchez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 1, Block 60, Park Avenue Heights, Section 2, City and County of Midland, Texas.

Generally located southwest of the intersection of South Lee Street and East California Avenue.  
(Council District 2)

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



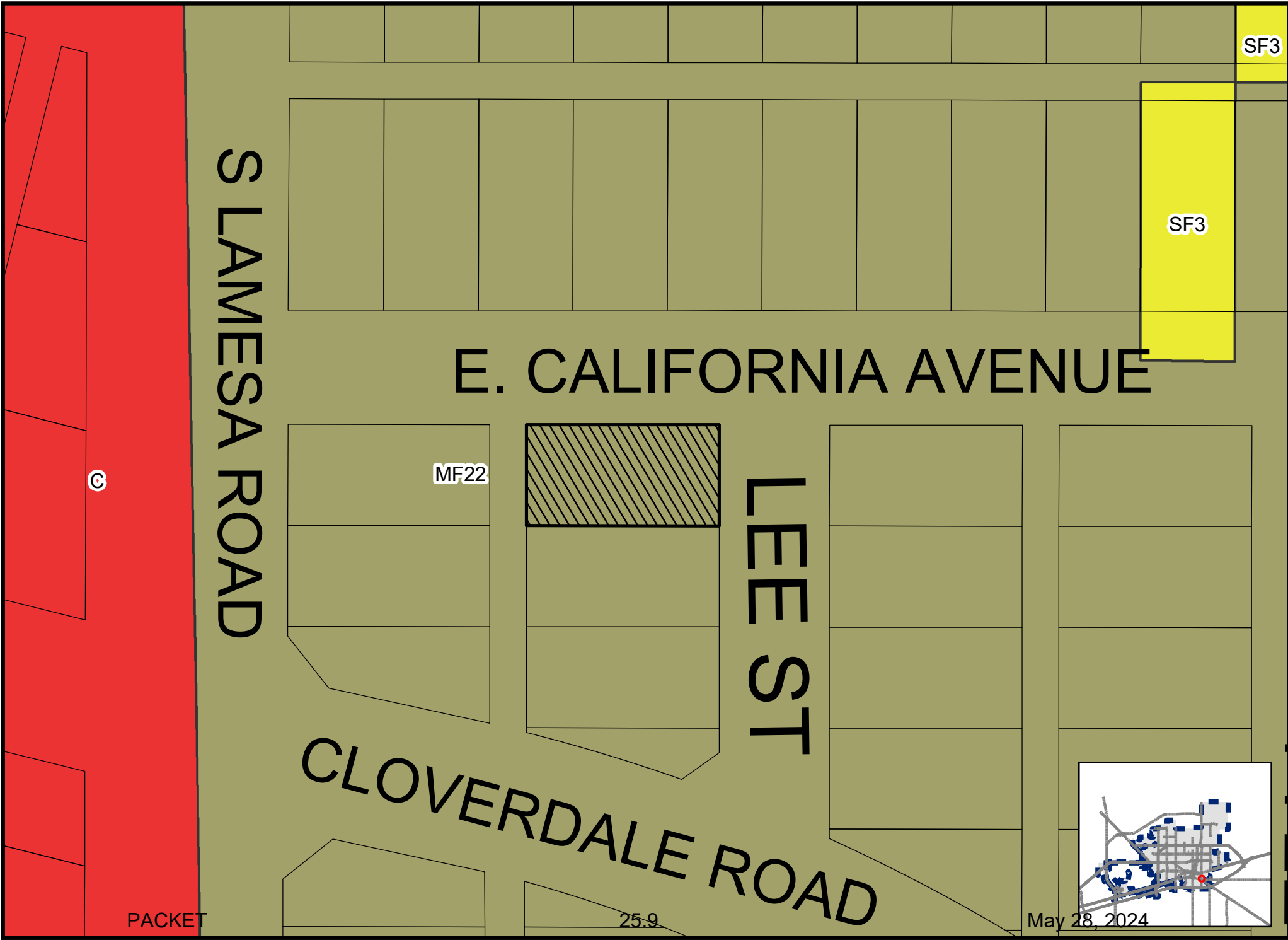
©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A PROFESSIONAL ENGINEER OR ARCHITECT'S DESIGN OR A CITY ENGINEER'S 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 28, 2024

25.8





CALIFORNIA

LEE

1100

20

800

1

801

20

705

19

MF22

802

2

803

19

707

18

804

3

805

18

CLOVERDALE

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4

LEE ST

6

807

17

n

16

PACKET

803

15

n

5

25.10

n

6

809

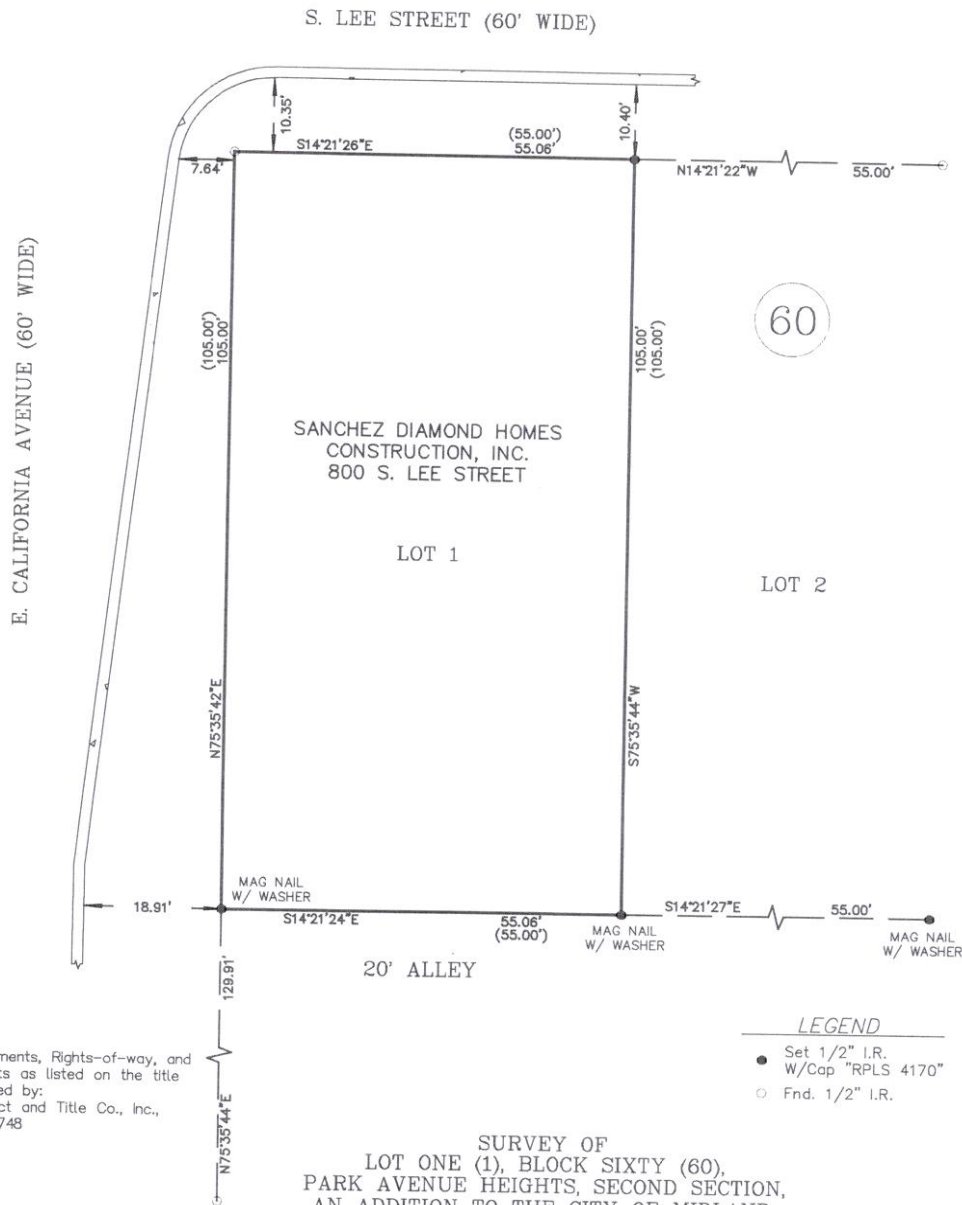
16

May 28, 2024

n 15

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This survey plat is being provided solely for the use of: Sanchez Diamond Homes Construction, Inc. & West Texas Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated November 29, 2023, which shall take place within 90 days after the survey was provided.



The following Easements, Rights-of-way, and Restrictive covenants as listed on the title commitment furnished by:  
West Texas Abstract and Title Co., Inc.,  
G.F. No.: 48802325748

Restrictive Covenants:  
Vol. 294, Pg. 278,  
Deed Records,  
Midland Co., Texas

Right-of-Way:  
Western Gas Resources,  
Vol. 1910, Pg. 176,  
Official Records,  
Midland Co., Texas

Census Tract: 15

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0206 F

The undersigned does hereby certify that this survey was this day 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, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 29th day of November 2023.

*Bruce R. Pennell*  
Registered Professional Land Surveyor No. 4170  
Date: 11/29/2023

IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT

PENNELL LAND SURVEYING  
PROFESSIONAL LAND SURVEYING  
P.O. BOX 51622, MIDLAND, TEXAS 79710  
VOICE: (432) 670-6256 FAX: (432) 682-3262 MOBILE: (432) 528-1027

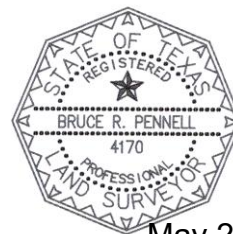
ABSTRACT OFFICE: WEST TEXAS G.F. #: 48802325748 COMMITMENT EFFECTIVE DATE: 11/07/2023  
C.F. #: 10193978 DATA FILE: 200-204SLEE DRAWN BY: MARCY JIM NO.: 10193978

Basis of Bearings:  
NAD 83 Lambert Grid

Bearings and Distances Shown  
Inside ( ) Indicate Record Information



SCALE: 1" = 20'



May 28, 2024





# City Council Meeting

**Item Number:** 26  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Alexis Martinez, Account Clerk  
**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 60, 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 LEE STREET, APPROXIMATELY 110 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)

---

**Purpose:**

.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

.

**Strategic Priority:**

(Strengthen and Sustain our Infrastructure)

**Discussion:**

.

*For E. Out*

---

City Manager's Office

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 60, 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 LEE STREET, APPROXIMATELY 110 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 3, Block 60, 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: Armando Sanchez

Phone (432) 631 2177

Email armando@diamonddhomes

Address 5801 Landon Court

City Midland

State TX

Zip 79707

**Property Owner** Sanchez Diamond Homes

Printed Name: Construction Inc.

Phone (432) 631 2177

Email midland@diamonddhomes

Address 5801 Landon Court

City Midland

State TX

Zip 79707

**Representative (if different from Applicant or Property Owner)**

Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone ( )

Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

**Street Address:** 804 S Lee St Midland TX 79701

**Legal Description**

Lot: 3 Block: 60 Subdivision: Park Avenue Heights, Second Section

**Current Zoning:** MF22

**Proposed Zone:** SF3

(List by tracts if more than one district is requested)

**Reason for Zone Change Request:** To build a single family home on the lot

**Present Use of Property:** Vacant

**Proposed Use of Property:** SFH - single family new home

**How would this zone change affect the public health, safety and welfare?** Current surrounding properties are vacant, surrounding neighborhood SFH

**Describe how conditions affecting the property have changed since present zoning designation:** N/A

**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): Said Date: 4-1-24

Applicant (printed): Armando Sanchez

Property Owner (signature): Elia Sanchez Date: 4/1/24

Property Owner (printed): Elia 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.

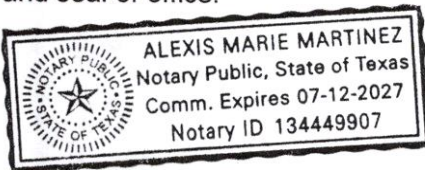
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS  
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Armando Sanchez who, being by me duly sworn, upon oath says: That (s)he is the owner of Sanchez Homes or authorized by Elia Sanchez, 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.

Elia Marquez  
Authorized Agent (signature)

Subscribed and sworn to before me, this 1<sup>st</sup> day of April, 2024, to certify which witness my hand and seal of office.



[Signature]  
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

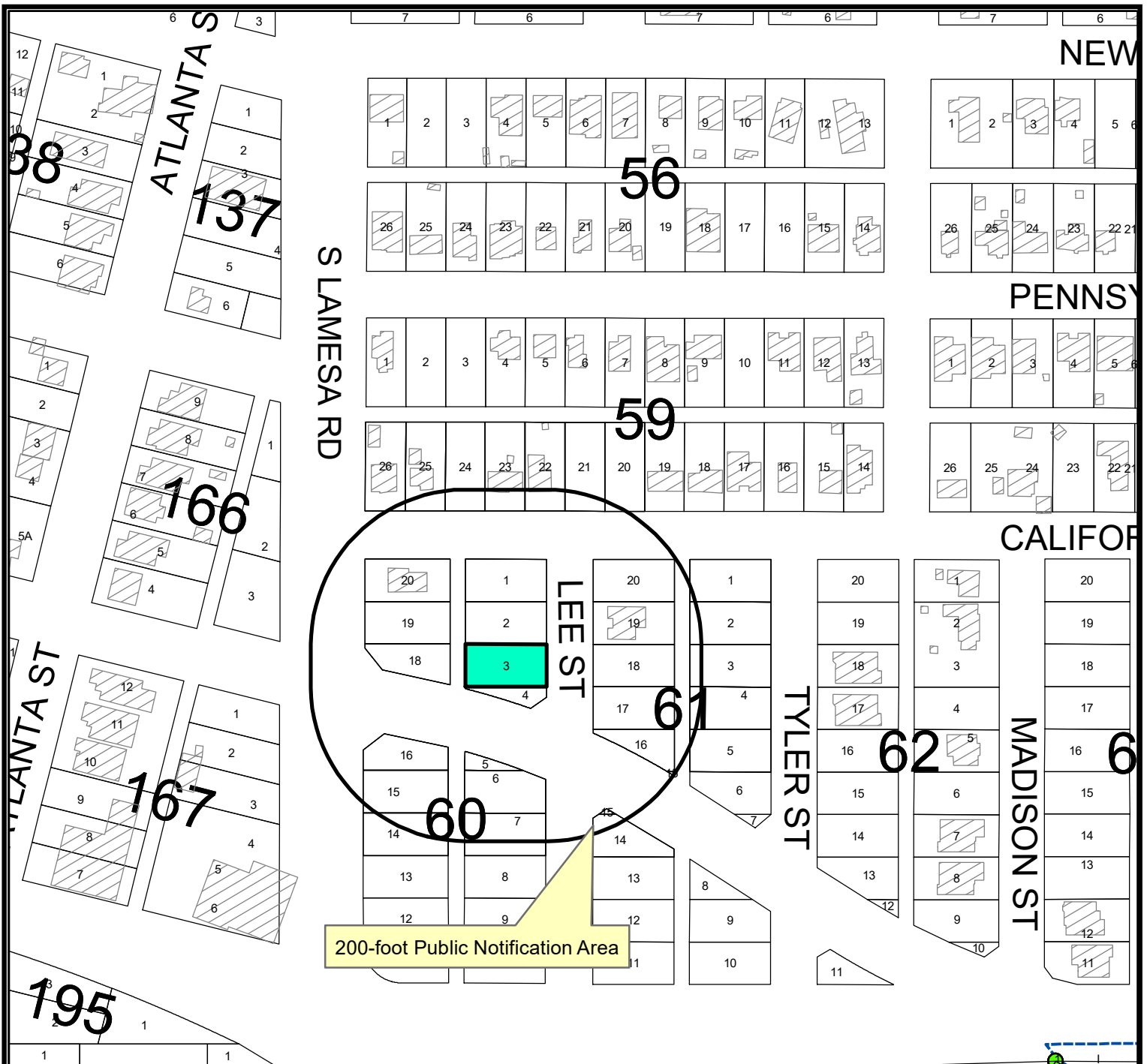
**FOR OFFICE USE ONLY**

☒ Property Owner Authorization ☒ Dimensioned Site Plan

☒ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check # Waived by Xaver / Elia

Received By: [Signature] Date: APR 01 2024



## Location Map

**Z-24-0371**

**Scale: 1" = 2,236**

Consider a request by Armando Sanchez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 3, Block 60, Park Avenue Heights, Section 2, City and County of Midland, Texas.

Generally located west of South Lee Street, approximately 110 feet south of East California Avenue. (Council District 2)

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

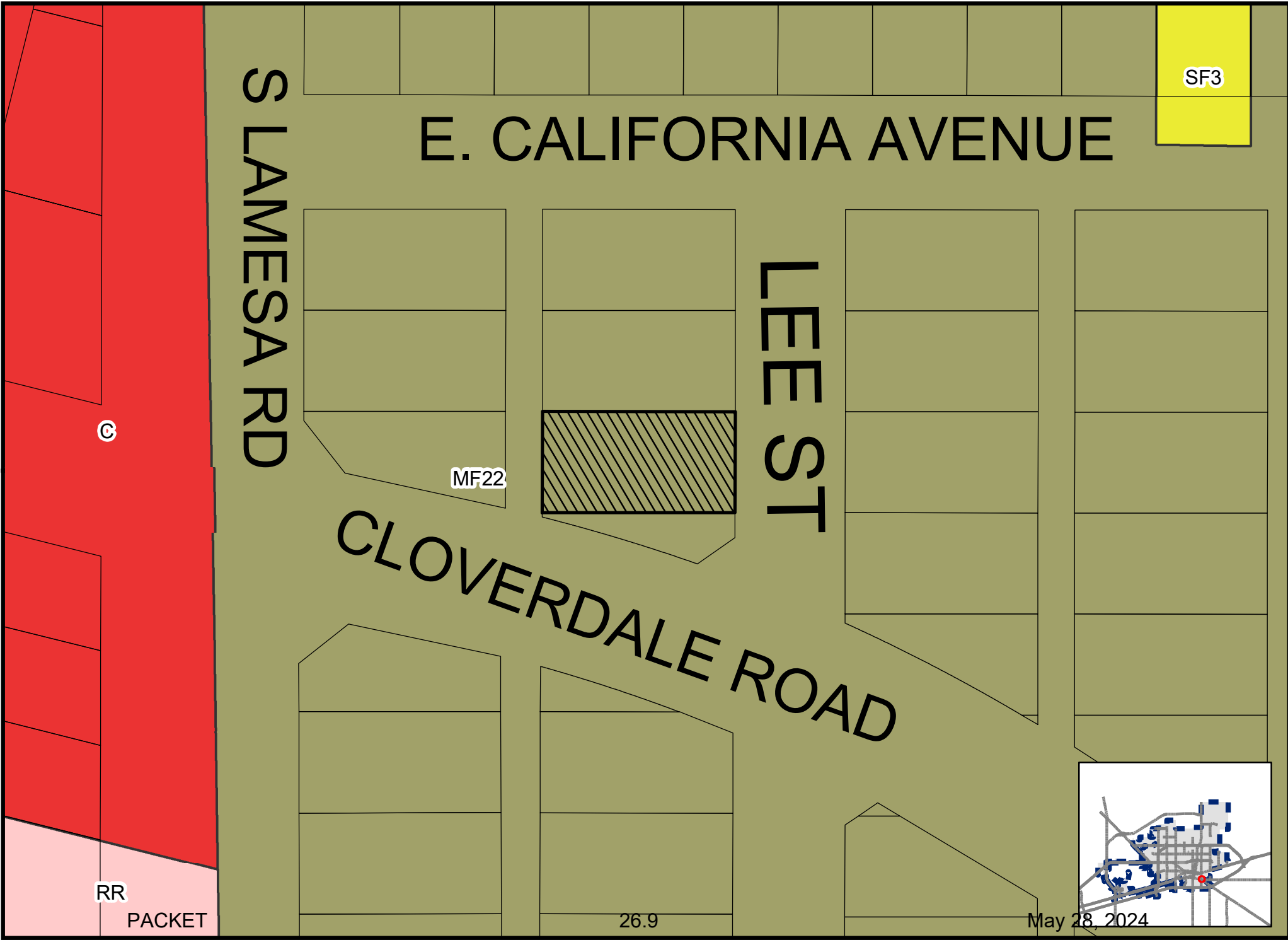
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING DRAWING. IT IS DESIGNED TO BE USED AS A GUIDANCE TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

May 28, 2024

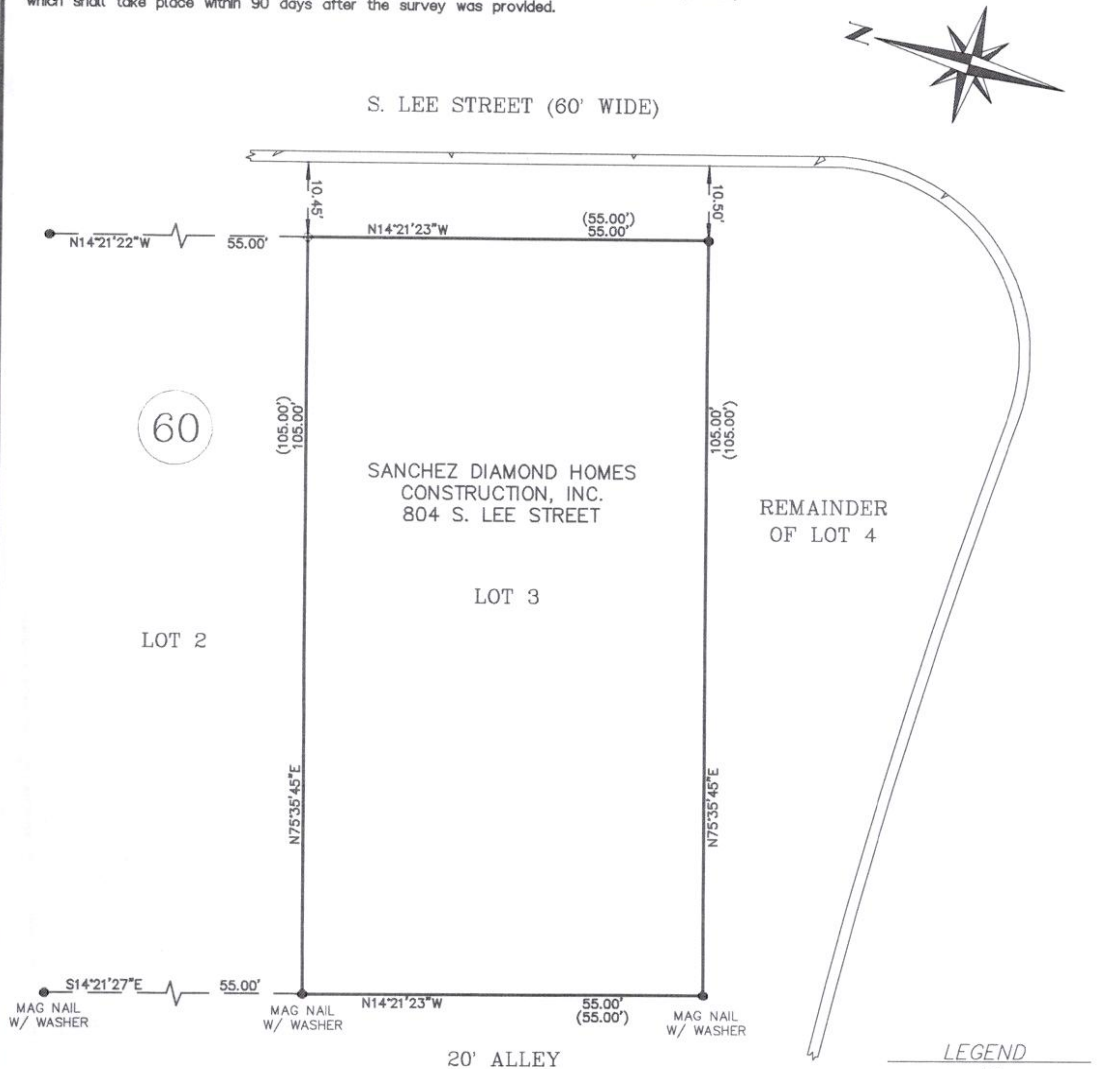
26.8





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This survey plat is being provided solely for the use of: Sanchez Diamond Homes Construction, Inc. & West Texas Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated November 29, 2023, which shall take place within 90 days after the survey was provided.



The following Easements, Rights-of-way, and Restrictive covenants as listed on the title commitment furnished by:  
West Texas Abstract and Title Co., Inc.,  
G.F. No.: 48802325751

Restrictive Covenants:  
Vol. 294, Pg. 278,  
Deed Records,  
Midland Co., Texas

Right-of-way:  
Western Gas Resources,  
Vol. 1910, Pg. 176,  
Official Records,  
Midland Co., Texas

Census Tract: 15

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0206 F

The undersigned does hereby certify that this survey was this day 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, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 29th day of November 2023.

*Bruce R. Pennell*

Registered Professional Land Surveyor No. 4170  
Date: 11/29/2023

IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT

|                                                                                                                                                                   |                        |                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------|
| PENNELL LAND SURVEYING<br>PROFESSIONAL LAND SURVEYING<br>P.O. BOX 51622, MIDLAND, TEXAS 79710<br>VOICE: (432) 570-6256 FAX: (432) 682-3262 MOBILE: (432) 528-1027 |                        |                                       |
| ABSTRACT OFFICE: WEST TEXAS                                                                                                                                       | G.F. #: 48802325751    | COMMITMENT EFFECTIVE DATE: 11/07/2023 |
| PACKET 1                                                                                                                                                          | DATA FILE: 200-204SLEE | DRAWN BY: MARCY 2610                  |

#### LEGEND

- Set 1/2" I.R.  
W/Cap "RPLS 4170"
- Fnd. 1/2" I.R.

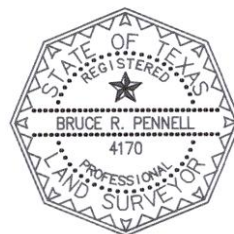
SURVEY OF  
LOT THREE (3), BLOCK SIXTY (60),  
PARK AVENUE HEIGHTS, SECOND SECTION,  
AN ADDITION TO THE CITY OF MIDLAND  
MIDLAND COUNTY, TEXAS  
ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN  
CABINET B, PAGE 114, PLAT RECORDS, MIDLAND COUNTY, TEXAS

Basis of Bearings:  
NAD 83 Lambert Grid

Bearings and Distances Shown  
Inside ( ) Indicate Record Information



SCALE: 1" = 20'



May 28, 2024





LEE ST

61

May 28, 2024

PACKET



# City Council Meeting

**Item Number:** 27  
**Meeting Date:** May 28, 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 7 AND THE SOUTH 48 FEET OF LOT 8, BLOCK 41, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH WEBSTER STREET, APPROXIMATELY 65 FEET SOUTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

---

## **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 703 and 705 South Webster 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:**

The properties to the north, east, south and west are zoned MF-22, Multiple-Family Dwelling District and is an existing single family residential neighborhood.

**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; which 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 with Conditions)**

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 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:**

Therefore, staff recommends approval of this Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

**Letters of Objection:**

As of May 20, 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 7 AND THE SOUTH 48 FEET OF LOT 8, BLOCK 41, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH WEBSTER STREET, APPROXIMATELY 65 FEET SOUTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 7 and the south 48 feet of Lot 8, Block 41, 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:

2-24-0368

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name:

Phone ( )

Email

Address

City

State

Zip

Property Owner

Printed Name: Jose Alfredo Zarate Mendez

Phone (432) 2606127

Email

Address

City

State

TX Zip 79701

Representative (if different from Applicant or Property Owner)

Firm:

Printed Name: Jose Alfredo Zarate Mendez

Phone ( )

Email

Address

City

State

TX Zip 79701

Street Address: 409-411 S Tilden St.

Legal Description 015/041

Lot: 008 Block: 015/041 Subdivision: Greenwood

703 Webster

705 Webster

Current Zoning:

MultiFamily

Proposed Zone: single Family SF-3

(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)



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Signature (by property owner only – authorized agent must sign affidavit below)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |
| Applicant (signature): _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Date: _____ |
| Applicant (printed): _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |
| Property Owner (signature): <u>Jose Alfredo Zarate Mendez</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Date: _____ |
| Property Owner (printed): _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
| <p><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></p> <p><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></p> |             |

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.

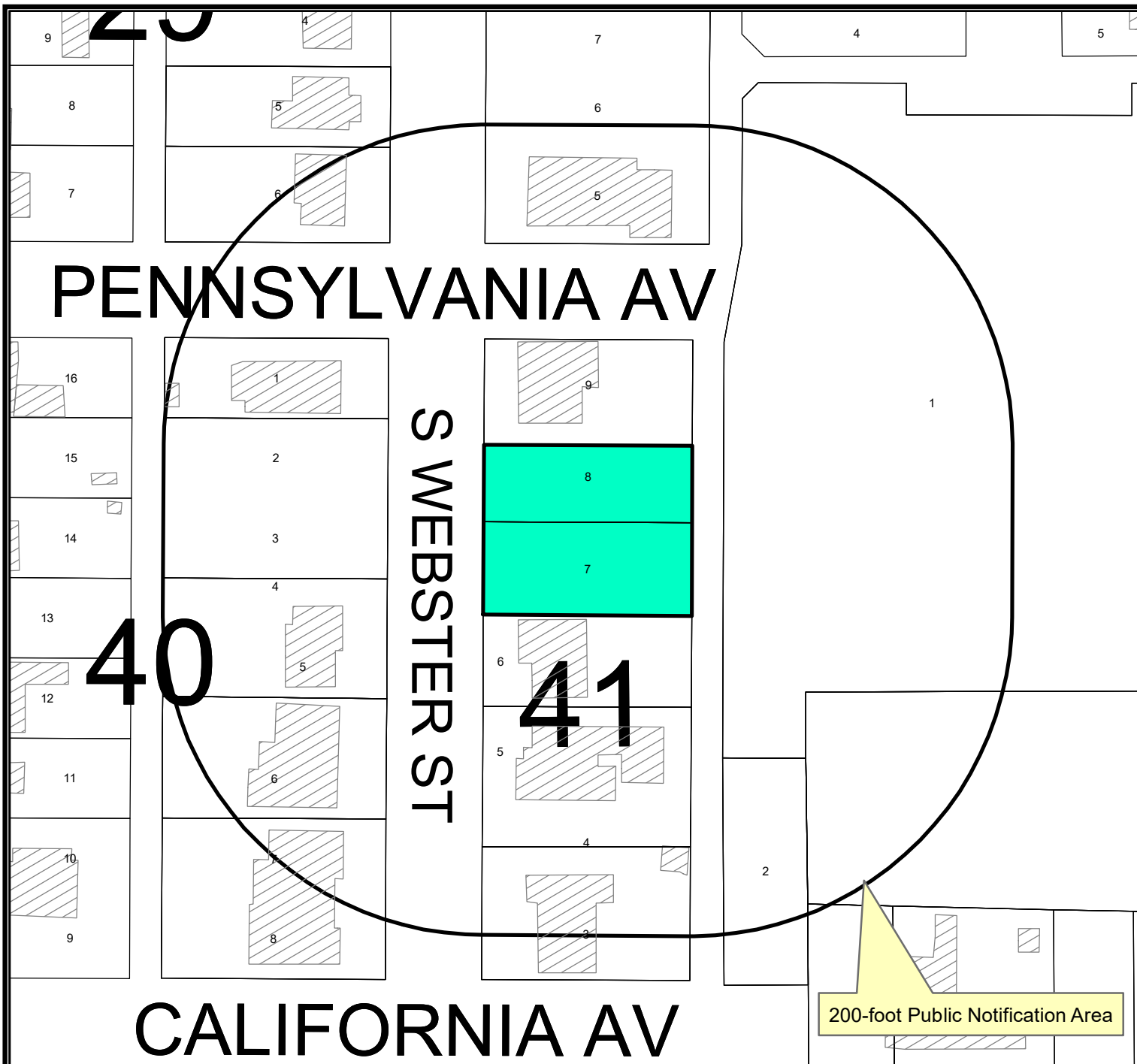
\_\_\_\_\_  
Authorized Agent (signature)

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                                                                                                                            |                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Property Owner Authorization<br><input checked="" type="checkbox"/> Application Fee<br>Check # <u>2149</u> | <input checked="" type="checkbox"/> Dimensioned Site Plan<br><input checked="" type="checkbox"/> Plans In Digital Format (PDF/JPEG) |
| Received By: <u>DB</u>                                                                                                                         | Date: <b>RECEIVED</b><br><b>MAR 19 2024</b>                                                                                         |

\*\*Application will not be considered for scheduling until reviewed by a planner.\*\*



## Location Map

**Z-24-0372**

**Scale: 1" = 90.07'**

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 Lot 7 and the south 48 feet of Lot 8, Block 41, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas.

Generally located on the east side of South Webster Street, approximately 65-feet south of East Pennsylvania Avenue. (Council District 2)

27.9

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

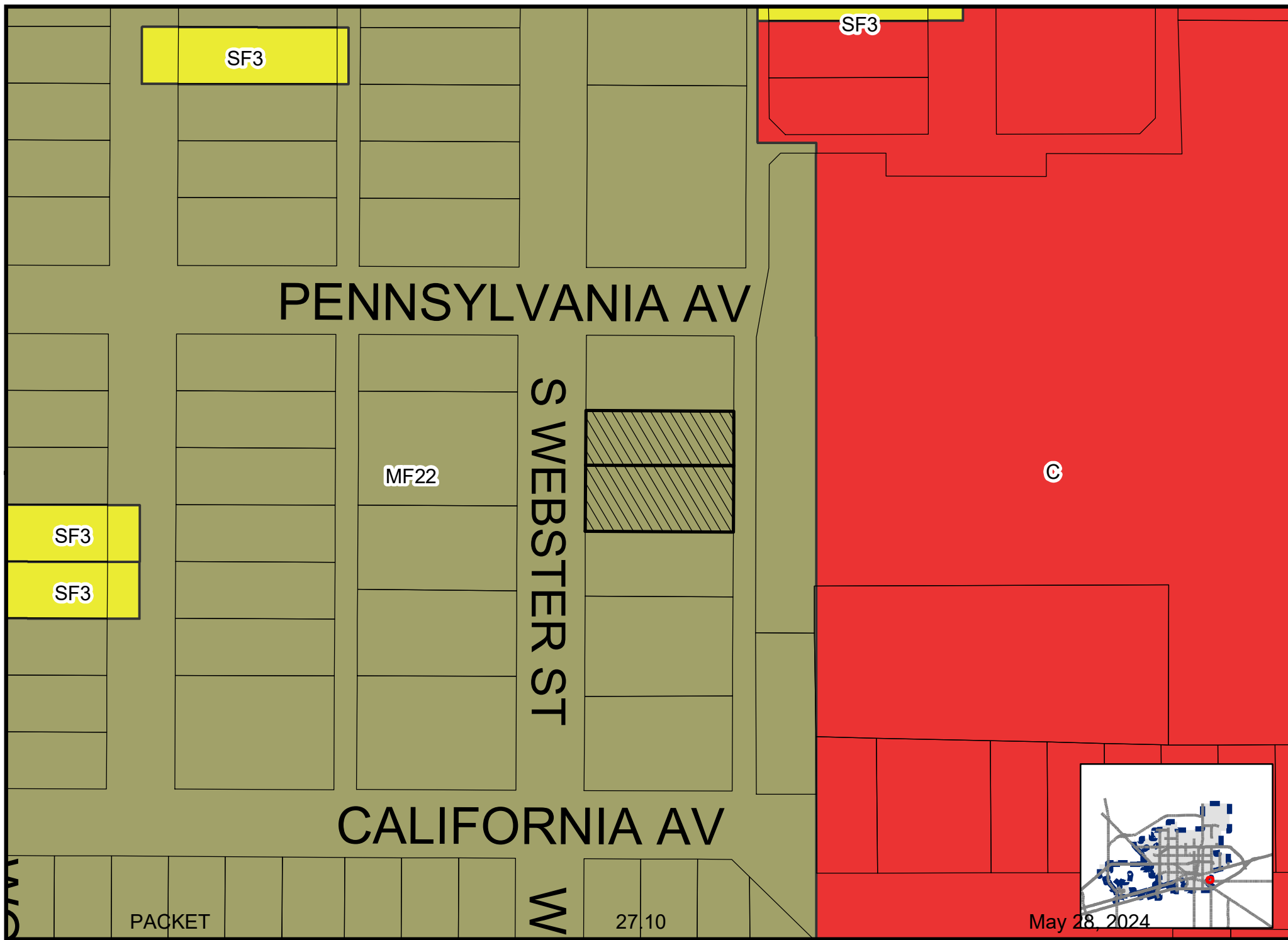


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND, TEXAS, NOR IS IT DESIGNED TO BE USED AS A SURVEY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

**May 28, 2024**

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

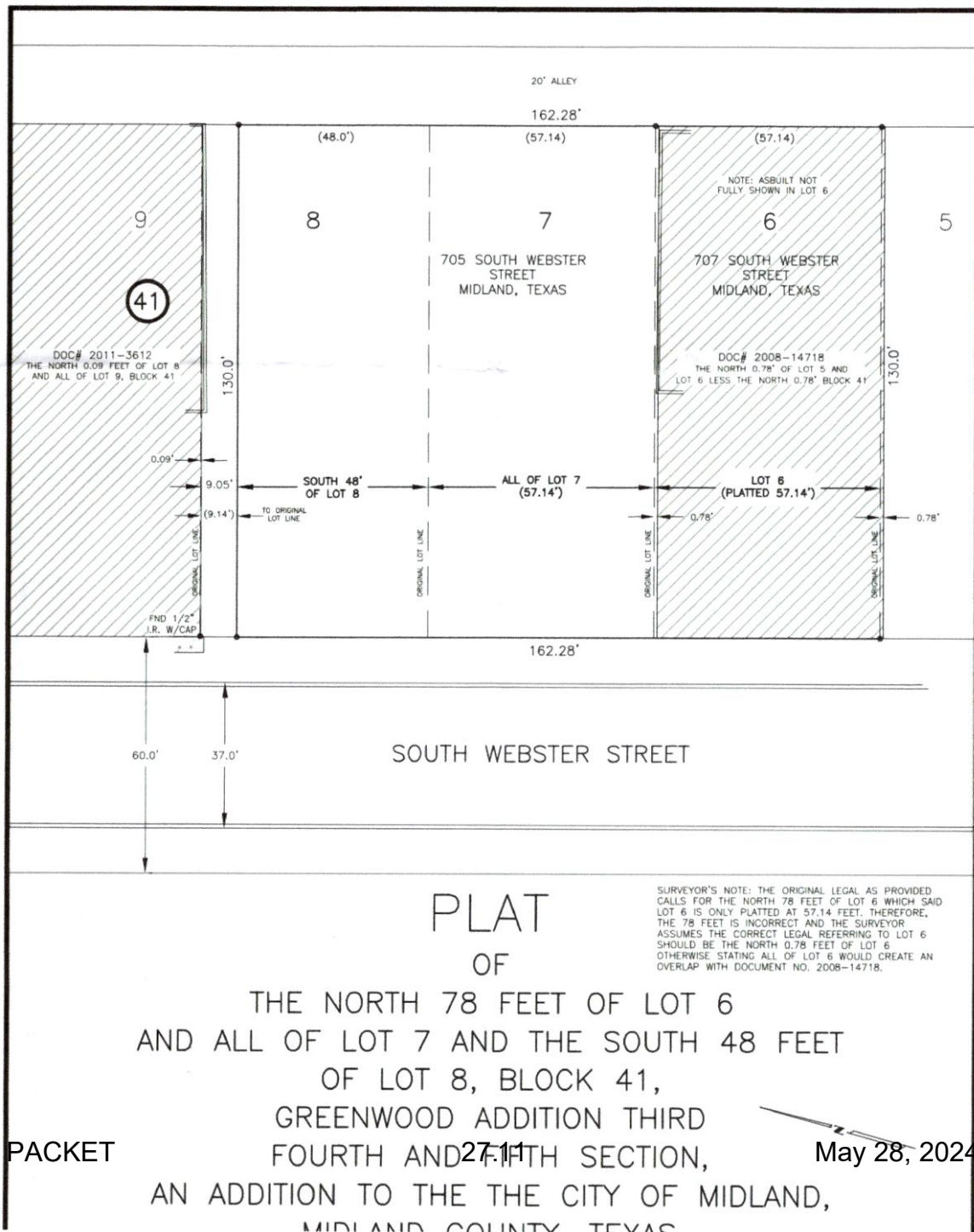


9:59

703 &  
705 Webster



Survey.pdf







PACKET

27.12

May 28, 2024



# City Council Meeting

**Item Number:** 28  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Landon Ochoa, Senior Planner  
**Subject:** AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 22, BLOCK 6, GREATHOUSE ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SPENCE DRIVE AND WIMBERLEY SPRING COURT), BY PERMITTING 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 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

---

## **Purpose:**

Richard Petralva, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – *Residential Accessory Buildings and Uses*, to permit a reduced rear yard setback and a reduced separation distance between an accessory building and the principal building at 53000 Wimberly Court.

## **Recommended City Council Action:**

No action

## **Fiscal Impact:**

No City funds are required to process this request.



**Strategic Priority:**

Quality of Life and Place

**Discussion:**

The applicant is requesting a reduced rear setback and reduced separation distance between an accessory structure and the principal building. The property is zoned PD, Planned District for Housing Development (Ordinance 8201) with an underlying zone of SF-2, Single-Family Dwelling District. The property is approximately 10,018 square feet. According to the table *Section 4.09 – Accessory Buildings and Uses*, the required rear yard setback for an accessory structure is five feet (5'). Additionally, Section 4.09.B.3 requires that an accessory structure be separated a minimum of ten feet (10') from the principal building.

As shown in the site plan (Exhibit A), the applicant is requesting a proposed rear yard setback of zero (0') feet from the rear property line and a separation distance of seven feet and two inches (7'2") between the storage building and the principal building. Therefore, a special exception is required to proceed.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

**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, 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 objections. [For the Applicant's information only.]

**Code Compliance: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved)**

No objections. [For the Applicant's information only.]

### **Planning (Denied):**

There is no hardship that would warrant this request. The property is able to meet the required setbacks without a special exception request.

Staff recommends that the Council not make a motion on this request, however, should it be approved, staff recommends that it be subject to conditions A through C.

### **Condition:**

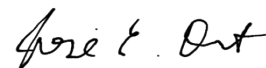
- A. That the minimum rear yard setback shall be zero feet (0').**
- B. That the minimum separation between the building identified as "STORAGE BUILDING" (the "Accessory Building") in Exhibit "A", which is attached hereto and incorporated herein, and the building identified as "EXISTING RESIDENCE" (the "Principal Building") in Exhibit "A", shall be seven feet two inches (7' 2").**
- C. That the reduced minimum setback and reduced minimum building separation granted by this ordinance shall not apply to any building on the Property except the Accessory Building. The location of the Accessory Building and the location of the Principal Building, relative to the Accessory Building, shall significantly conform to Exhibit "A".**

### **Letters of Objection:**

As of May 13, 2024, staff has not received any letters of objection.

### **Attachments:**

Site Plan (Exhibit A)  
Application  
Maps  
Aerial  
Photo  
Ordinance 8201



---

City Manager's Office

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 22, BLOCK 6, GREATHOUSE ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SPENCE DRIVE AND WIMBERLEY SPRING COURT), BY PERMITTING 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**

**WHEREAS**, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 (“Section 11-1-7”) of the Midland City Code; and

**WHEREAS**, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

**WHEREAS**, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

**WHEREAS**, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

**WHEREAS**, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE**

**CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That a special exception is hereby granted for the property described as Lot 22, Block 6, Greathouse Addition, Section 6, City and County of Midland, Texas (the “Property”). Said special exception shall allow a reduced minimum rear yard setback and a reduced minimum separation between an accessory building and the principal building.

**SECTION TWO.** Said special exception is subject to the following special conditions:

- A. That the minimum rear yard setback shall be zero feet (0').
- B. That the minimum separation between the building identified as “STORAGE BUILDING” (the “Accessory Building”) in Exhibit “A”, which is attached hereto and incorporated herein, and the building identified as “EXISTING RESIDENCE” (the “Principal Building”) in Exhibit “A”, shall be seven feet two inches (7' 2").
- C. That the reduced minimum setback and reduced minimum building separation granted by this ordinance shall not apply to any building on the Property except the Accessory Building. The location of the Accessory Building and the location of the Principal Building, relative to the Accessory Building, shall significantly conform to Exhibit “A”.

**SECTION THREE.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION FOUR.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION FIVE.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

**SECTION SIX.** The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

**SECTION SEVEN.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 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:

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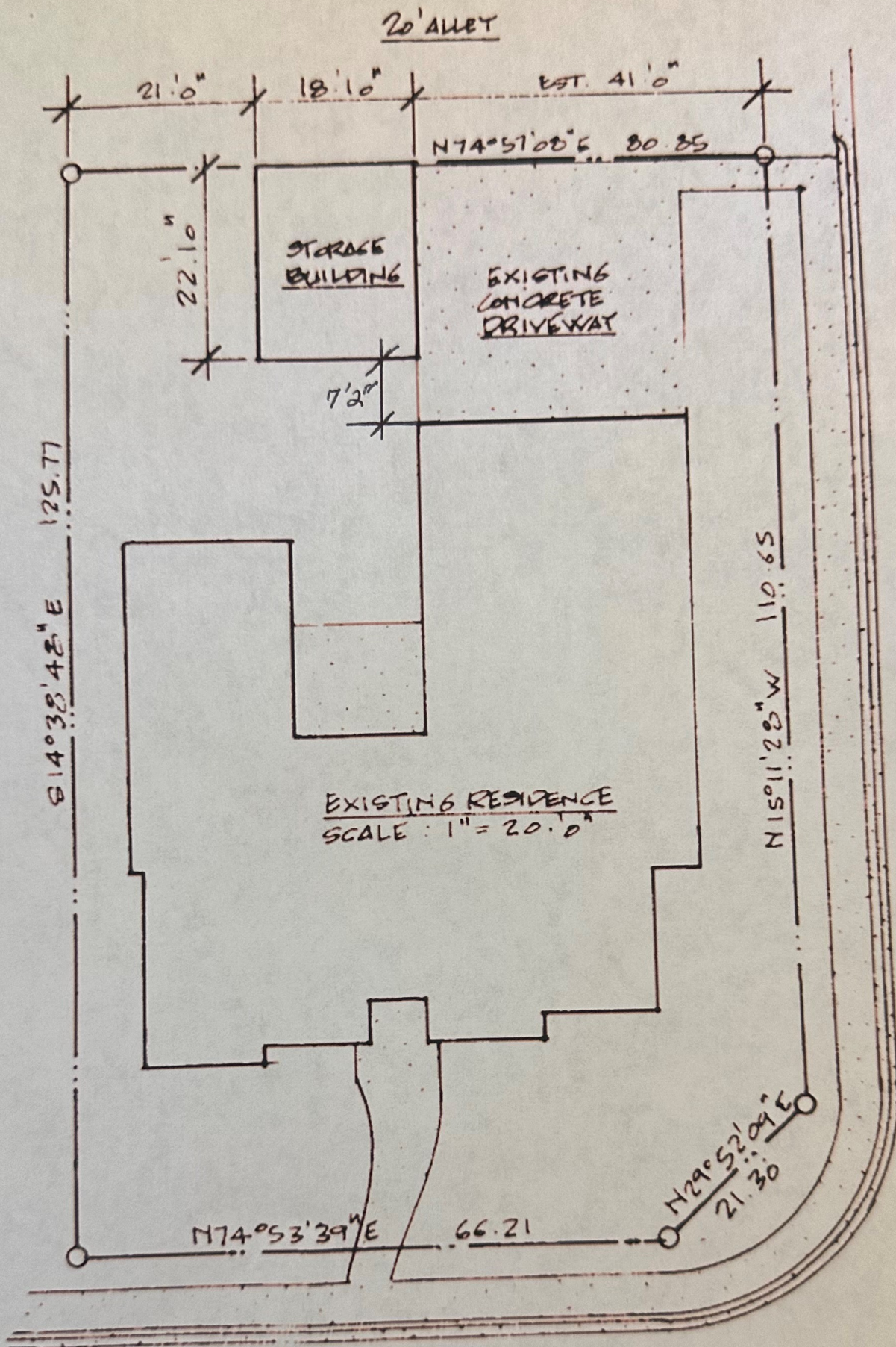
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

---

John Ohnemiller, City Attorney









## Special Exception Application

Project Number: \_\_\_\_\_

Case Number: \_\_\_\_\_

**Applicant** (if acting as Agent, see affidavit on page 2)Printed Name: Richard PetralvaPhone (432) 425-0175  
Email RickP20@MY.YAHOO.COMAddress 1205 ECR 126City MIDLANDState TEXASZip 79706**Property Owner**Printed Name: John Pitts

Phone (432) 638-4520

Email Pitts.macky@gmail.comAddress 5300 Wimberly Spring CtCity MIDLANDState TEXASZip 79707**Representative** (if different from Applicant or Property Owner)

Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone ( )

Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Street Address: 5300 Wimberly Spring Ct**Legal Description**Lot: 22 Block: 6 Subdivision: Great House**Current Zoning:****This property qualifies as an exception to the City Code because:**

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☒ The addition of architectural or other projections of a minor extent.

Reason for Request: Build Storage Building**Submittal and Fees****Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

**Signatures**

Applicant (signature):

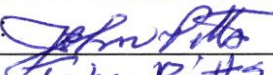


Date: 4-3-2024

Applicant (printed):

Rick Petralva

Property Owner (signature):



Date: 4-3-2024

Property Owner (printed):

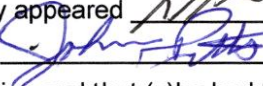
John Pitts

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

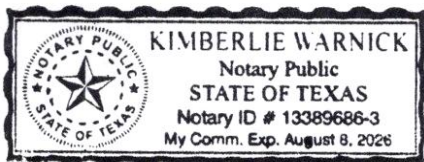
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS  
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared  who, being by me duly sworn, upon oath says: That (s)he is authorized by , the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this 3 day of April, 2024, to certify which witness my hand and seal of office.



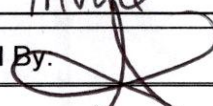
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**☒ Property Owner Authorization☒ Dimensioned Site Plan☐ Application Fee☒ Plans in Digital Format (PDF/JPEG)

Check #

Invoice

Received By:



Date:

4/10/23

APR 10 2024

**\*\*Application will not be considered for scheduling until reviewed by a planner\*\***

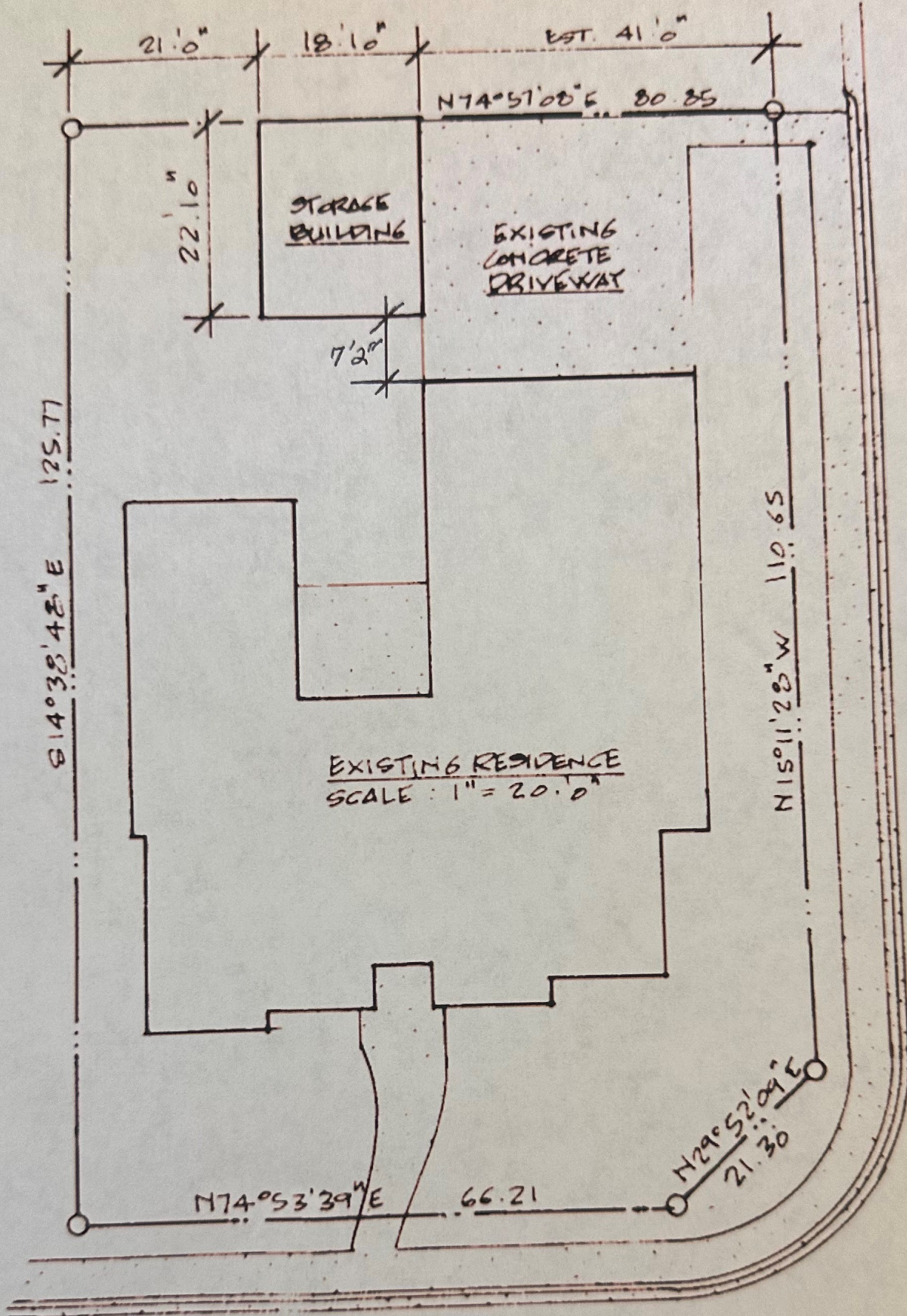
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28.10

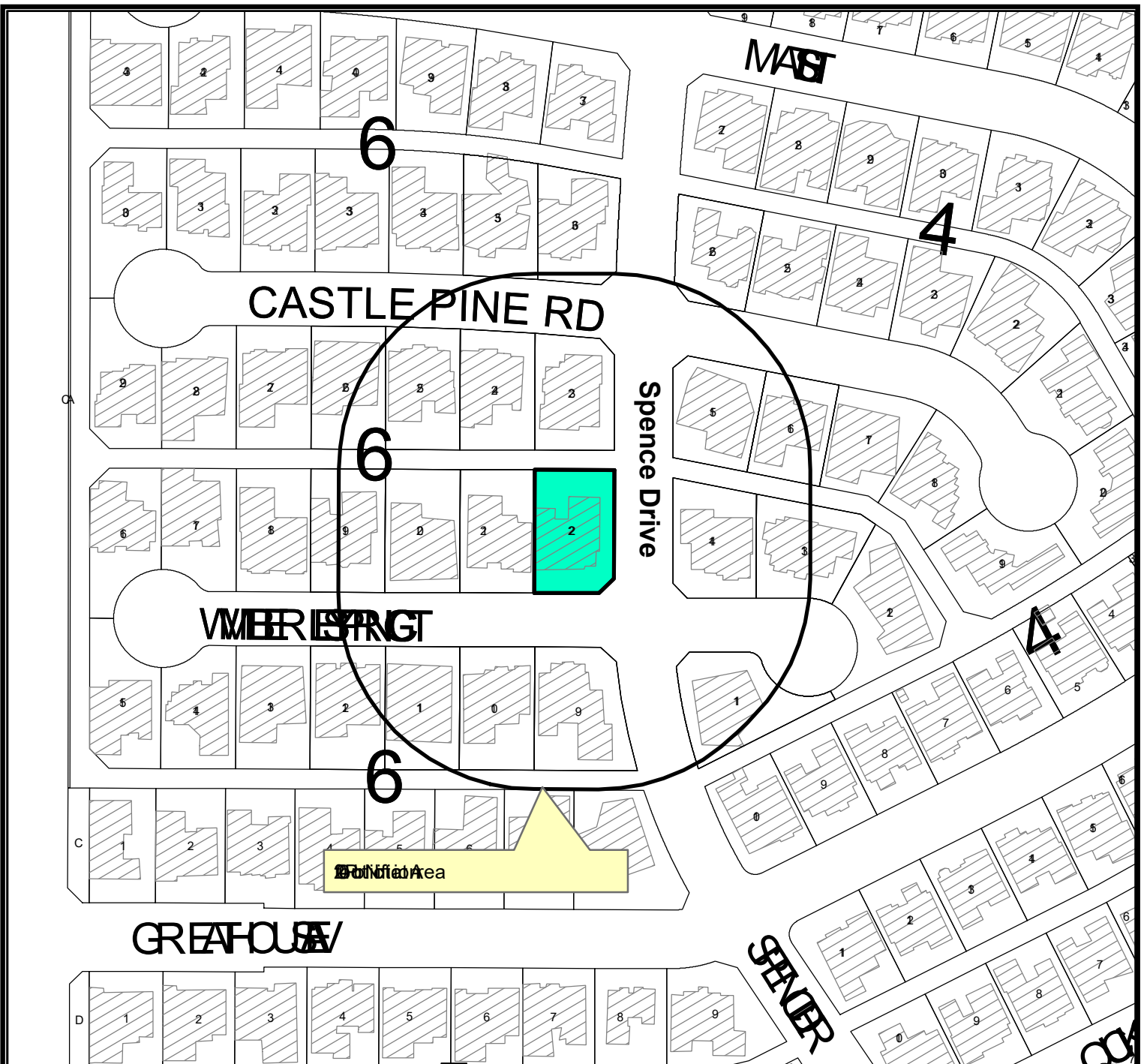
May 28, 2024



20' ALLEY







## Location Map

**E-24-0122**

**Scale: 1" = 147'**

A request by Richard Petralva, for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Residential Accessory Buildings and Uses, by permitting a reduced rear yard setback and a reduced separation distance between an accessory building and the principal building, on Lot 22, Block 6, Greathouse Addition, Section 6, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of Spence Drive and Wimber Spring Court. (Council District 4)

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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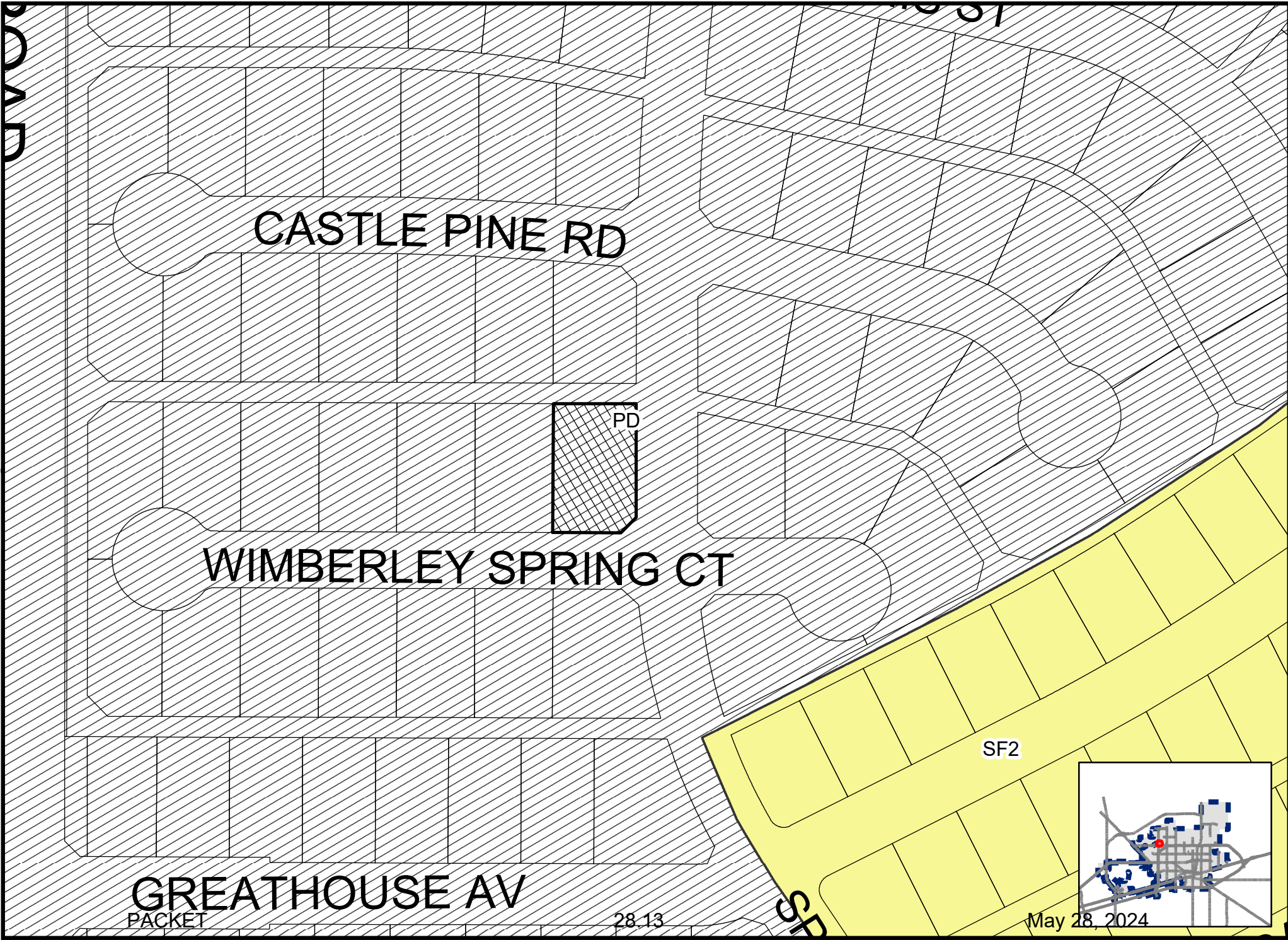
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. NOR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

PACKET

28.12

May 28, 2024



GREATHOUSE AV

PACKET

28.13

SF2

PD

CASTLE PINE RD

WIMBERLEY SPRING CT

May 28, 2024



**ORDINANCE NO. 8201**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 68.00 ACRE TRACT LOCATED IN THE WEST HALF OF SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY TEXAS WHICH IS PRESENTLY ZONED AE, AGRICULTURE-ESTATE DISTRICT TO BE USED AS PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

**SECTION ONE.** That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture-Estate District, and it shall be used as a PD, Planned District for a Housing Development, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

A 68.00 acre tract located in the West Half of Section 6, Block X, H.P. Hilliard

Survey, City of Midland, Midland County Texas, as more particularly described by metes and bounds attached hereto as Exhibit "A".

**SECTION TWO.** That said property shall be subject to the following conditions and restrictions:

- A. That the development of this property shall be subject to the regulations of the 1F-2, One-Family Dwelling District, except as otherwise stated below.
- B. That a screening fence shall be constructed within a common area to be located in a two-foot wide common area located adjacent to the east line of Holiday Hill Road. Said common area and the dedication of Holiday Hill right-of-way shall be established through the platting process. The fence shall conform to the conditions shown on the attached site plan. Said fence shall be constructed prior to the issuance of any Certificate of Occupancy for any residence abutting the common area. Additionally, the indicated landscaping and underground irrigation shall be installed as noted on the site plan. The fence, landscaping and irrigation shall be owned and maintained by a homeowners association.

**SECTION THREE.** That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

**SECTION FOUR.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION FIVE.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SIX.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,



Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

**SECTION SEVEN.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 25th day of November, A.D., 2003; and passed to second reading on motion of Council member Simpson, seconded by Council member Perry, by the following vote:

Council members voting "AYE": Simpson, Perry, Canon,  
Dufford and Hailey

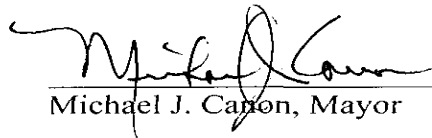
Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Morgan, seconded by Council member Dufford, on the 16th day of December, A.D., 2003, at a regular meeting of the City Council: ,

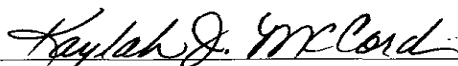
Council members voting "AYE": Morgan, Dufford, Perry,  
Dingus, Canon, Simpson  
and Hailey

Council members voting "NAY": None

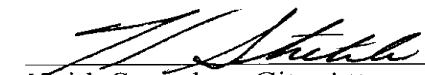
PASSED AND APPROVED THIS 16th day of December, A.D., 2003.

  
Michael J. Canon, Mayor

ATTEST:

  
Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Keith Stretcher, City Attorney

**Greathouse Addition, Section 3, PDHD (1F-2) Zoning Tract**

TRACT 1

**LEGAL DESCRIPTION OF A 68.00 ACRE TRACT LOCATED IN THE  
WEST HALF OF SECTION 6, BLOCK X, H. P. HILLIARD SURVEY,  
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS**

Boundary being further described by metes and bounds as follows:

BEGINNING at the Southwest corner of this tract and the most Westerly Southwest corner of a 278.033 Acre Tract recorded in Volume 1521, Page 702 Official Records of Midland County, in the West boundary line of said Section 6, Block X, from whence the Southwest corner of said Section 6, bears S15°13'16"E, a distance of 725.58 feet;

THENCE N15°13'16"W with the West boundary line of said Section 6, a distance of 2114.88 feet to the Northwest corner of this tract;

THENCE N74°56'07"E, a distance of 1523.60 feet to the Northeast corner of this tract;

THENCE S32°41'57"E, a distance of 837.50 feet to a point of curvature of this tract;

THENCE around a curve to the right in a Southerly direction, with a radius of 415.00 feet, delta angle of 46°55'29", an arc length of 339.88 feet, and a chord distance of 330.46 feet which bears S9°14'13"E to a corner of this tract;

THENCE N75°46'28"W, a distance of 142.94 feet to a corner of this tract;

THENCE S14°13'32"W, a distance of 52.86 feet to a point of curvature of this tract;

THENCE around a curve to the right in a Southwesterly direction, with a radius of 1199.00 feet, delta angle of 26°10'33", and an arc length 547.77 feet, and a chord distance of 543.02 feet which bears S27°18'48"W to a point of tangency;

THENCE S40°24'05"W, a distance of 101.72 feet to a point of tangency;

THENCE around a curve to the right in a Southwesterly direction, with a radius of 1825.00 feet, delta angle of 7°37'10", an arc length of 242.70 feet, and a chord distance of 242.52 feet which bears S44°12'40"W to a point of tangency;

THENCE S48°01'15"W, a distance of 281.58 feet to an interior corner of this tract;

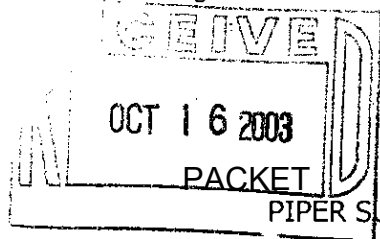
THENCE around a curve to the left in a Southeasterly direction, with a radius of 560.00 feet, delta angle of 14°17'17", an arc length of 139.65 feet, and a chord distance of 139.29 feet, which bears S41°55'14"E to a point of tangency;

THENCE S49°03'52"E, a distance of 172.88 feet to an exterior corner of this tract;

THENCE S46°46'44"W with a Southerly boundary line of said 278.033 Acre Tract, a distance of 72.00 feet to an exterior corner of this tract;

THENCE S74°55'47"W with a Southerly boundary line of said 278.033 Acre Tract, a distance of 774.22 feet to the Place of Beginning. (Contains 68.00 Acres of Land)

Bearings are relative to Greathouse Addition as recorded in Cabinet F, Page 45, Plat Records.



CASE NO. Z-03-018

28.18

PIPER SURVEYING COMPANY, INC. 20000 22ND AVE. MIDLAND, TX 79711 432-550-7810

Prepared for:  
Parkhill, Smith, and Cooper, Inc.  
5214 Thomason Drive  
Midland, TX 79703

May 28, 2024

Exhibit "A"





# City Council Meeting

**Item Number:** 29  
**Meeting Date:** May 28, 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 LOT 2, BLOCK 92, WILSHIRE PARK ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF THOMASON DRIVE, APPROXIMATELY 240 FEET WEST OF SOUTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

---

## **Purpose:**

Mission Agape is requesting a zone change for the future development of a non-profit food distribution business for those in need. The subject property is located at 4415 Thomason Drive.

## **Recommended City Council Action:**

Approve

## **Fiscal Impact:**

No City funds would be required for this project.

## **Strategic Priority:**

Quality of Life and Place

**Discussion:****Surround Zoning and Land Use:**

The properties to the north are zoned 2F, Two-Family Dwelling (Duplex) District and are the location of duplexes. The properties to the south, east, and west are zoned SF-2, Single-Family Dwelling District and are the locations of residences and a church.

**Analysis:**

The applicant is requesting a zone change from SF-2 to O-1 for a non-profit food distribution business. The Future Land Use Map Chapter 3 of the *Tall City Tomorrow Comprehensive Plan* designates this area as Civic/Institutional/School/University which calls for non-profit organizations as one of the uses for this designation while allowing various zoning districts.

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)**

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

**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 zoning. [For Applicant's Information Only.]

**Code Compliance: (Approved)**

No Oil and Gas issues.

**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:**

The Planning & Zoning Commission recommended approval of this request on May 6, 2024.

Staff recommends approval of this request for a zone change.

**Letters of Objection:**

As of May 13, 2024, Staff has not received any letters of objection.

**Attachments:**

Application  
Location Map  
Zoning Map  
Aerial  
Photo



---

City Manager's Office



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 92, WILSHIRE PARK ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF THOMASON DRIVE, APPROXIMATELY 240 FEET WEST OF SOUTH MIDLAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2, Block 92, Wilshire Park Addition, Section 25, City and County of Midland, Texas (the "Property") to O-1, Office 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 SF-2, Single-Family Dwelling District to O-1, Office 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: Stacy Baccus

Phone (432) 599-9123

Email sbaccus@missionagape-tx.org

Address 2901 Maranatha Place City Midland

State TX Zip 79707

**Property Owner**

Printed Name: Mission Agape

Phone ( )  
Email same as above

Address 2901 Maranatha Place City Midland

State TX Zip 79707

**Representative** (if different from Applicant or Property Owner)

Firm: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Phone ( )  
Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Street Address: 4415 Thomason

**Legal Description**

Lot: 2 Block: 92 Subdivision: Wilshire Park Addition, Section 25

**Current Zoning:** SF-2

**Proposed Zone:**

(List by tracts if more than one district is requested) O-1

Reason for Zone Change Request: construction of building

Present Use of Property: Vacant lot - undeveloped

Proposed Use of Property: Office and food storage

How would this zone change affect the public health, safety and welfare? We do not  
for see any issue this building will cause.

Describe how conditions affecting the property have changed since present zoning  
designation: No change

**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: 4-3-24

Applicant (printed):

Stacy Baccus

Property Owner (signature):

Stacy Baccus

Date: 4-3-24

Property Owner (printed):

Mission Agape

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.

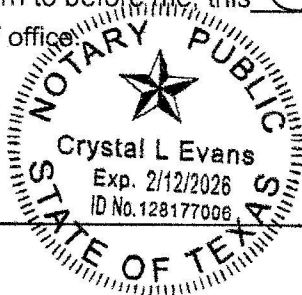
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS  
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Stacy Baccus who, being by me duly sworn, upon oath says: That (s)he is the owner of Mission Agape 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.

Stacy Baccus  
Authorized Agent (signature)

Subscribed and sworn to before me, this 3<sup>rd</sup> day of April, 2024, to certify which witness my hand and seal of office.



Crystal Evans

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

☐ Property Owner Authorization

☐ Dimensioned Site Plan

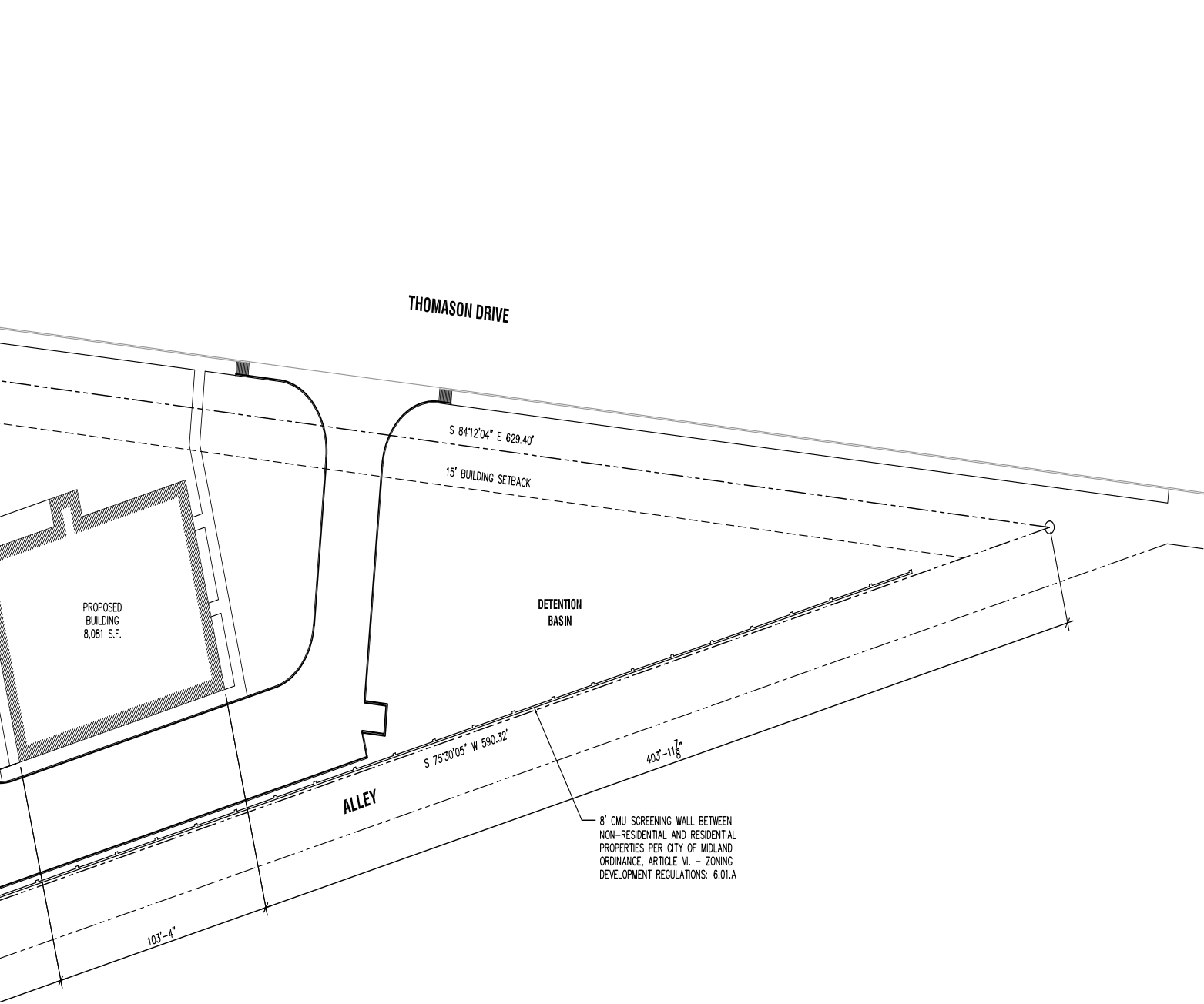
☐ Application Fee

☐ Plans in Digital Format (PDF/JPEG)

Check # \_\_\_\_\_

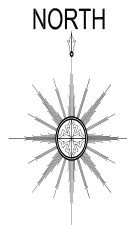
Received By: \_\_\_\_\_

Date: \_\_\_\_\_



# 1 SITE PLAN

SCALE: 1" = 30'-0"





## Location Map

**Z-24-0376**

**Scale: 1" = 245'**

A request by Mission Agape for a zone change from, SF-2, Single-Family Dwelling District, to O-1, Office District for a Lot 2, Block 92, Wilshire Park Addition, Section 25, City and County of Midland, Texas.

Generally located on the south side of Thomason Drive, approximately 240 feet west of South Midland Drive. (Council District 4)

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



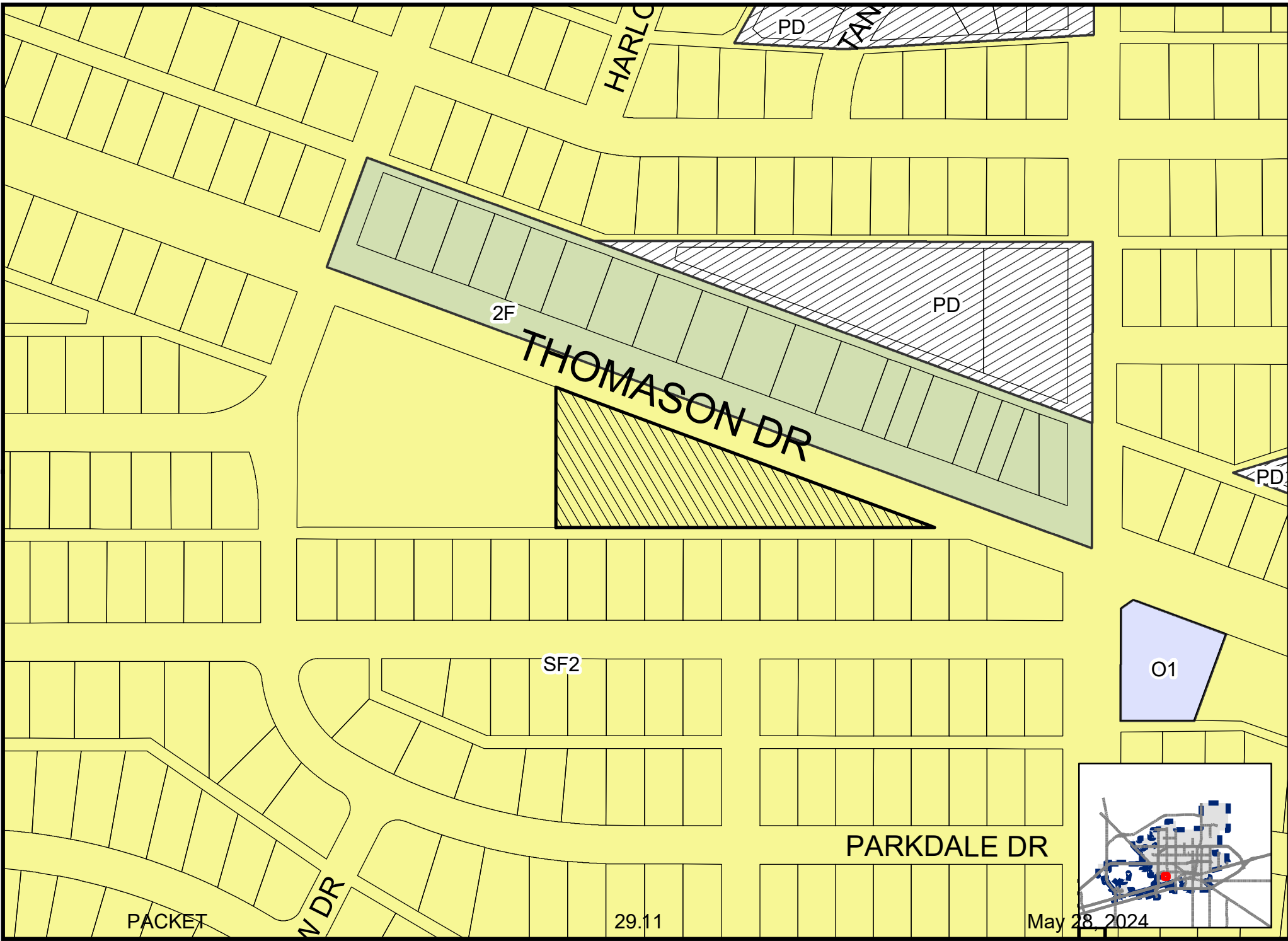
©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. IT IS 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 28, 2024









THOMASON DR

92

132

17

15

16

29.12

PACKET

May 28, 2024







# City Council Meeting

**Item Number:** 30  
**Meeting Date:** May 28, 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 ONE-ACRE TRACT OF LAND OUT OF TRACT 1, BIZZELL KISER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST MONTGOMERY AVENUE, APPROXIMATELY 135 FEET EAST OF SOUTH FORT WORTH 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:**

Schumann Surveying, on behalf of Ben Luna, is requesting a zone change for the construction of duplexes located at 407 E. Montgomery Avenue.

## **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 properties to the north are zoned SF-2, Single-Family Dwelling District and MF-22 and are the location of residences. The properties to the east, south, and west are zoned MF-22, Multiple-Family Dwelling District and are the locations of single-family and mobile home residences and a vacant property.

**Analysis:**

The applicant is requesting a zone change from MF-22, Multiple-Family Dwelling District to 2F, Two-Family Dwelling (Duplex) District to build duplexes. The Future Land Use Map Chapter 3 of the *Tall City Tomorrow Comprehensive Plan* designates this area as Urban Residential-Medium (UR-M) which calls for a mix of housing styles and supports the 2F zoning and the construction of duplexes.

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. [For Applicant's Information Only.]

**Code Compliance: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved with Conditions)**

Right-of-Way dedication may be required during the platting process.

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:**

The Planning & Zoning Commission recommended approval of this request on May 6, 2024.

Staff recommends approval of this request for a zone change.

**Letters of Objection:**

As of May 13, 2024, Staff has not received any letters of objection.

**Attachments:**

Survey & Metes & Bounds (Exhibit A)

Application

Zoning Map

Location Map

Aerial

Photo

*Frederick D. Out*

---

City Manager's Office



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A ONE-ACRE TRACT OF LAND OUT OF TRACT 1, BIZZELL KISER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST MONTGOMERY AVENUE, APPROXIMATELY 135 FEET EAST OF SOUTH FORT WORTH 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 a one-acre tract of land out of Tract 1, Bizzell Kiser 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”), to 2F, Two-Family Dwelling (Duplex) 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 2F, Two-Family Dwelling (Duplex) 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

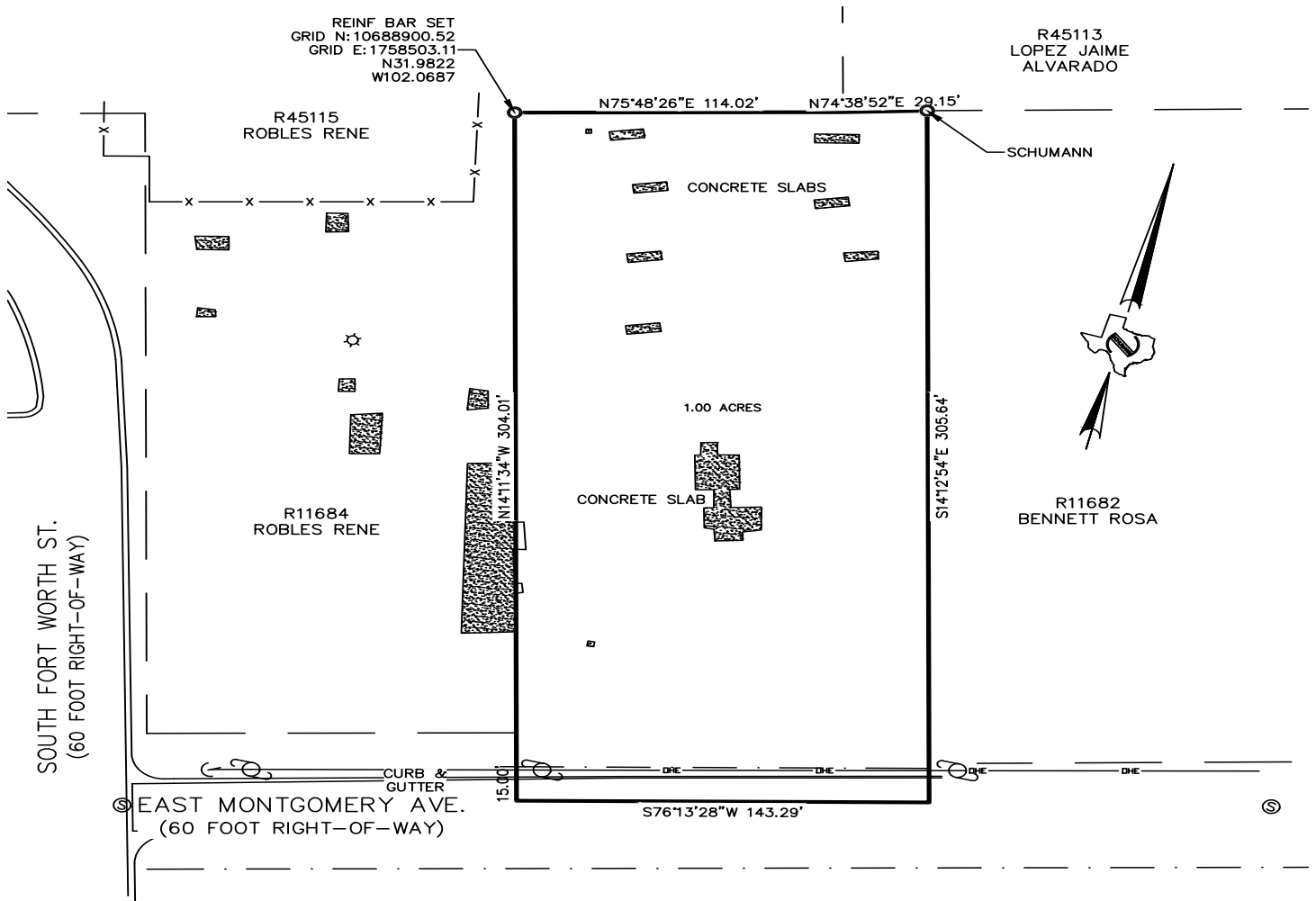
APPROVED AS TO CONTENT  
AND COMPLETENESS:

\_\_\_\_\_  
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

\_\_\_\_\_  
John Ohnemiller, City Attorney

# EXHIBIT "A"



## NOTES:

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

MONUMENTS ARE A REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

## LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES
- FENCE LINE
- OVERHEAD ELECTRIC
- UTILITY POLE
- WIRE GUY ANCHOR
- LIGHT POLE
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE

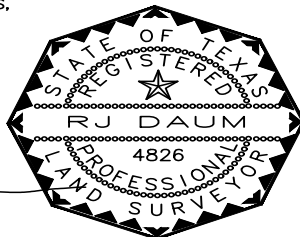
## Surveyor Certification

TO THE LIENHOLDERS, BENJAMIN LUNA

(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 12TH DAY OF JANUARY, 2024

RJ DAUM  
TEXAS RPLS 4826



**SCHUMANN**  
SURVEYING, INC.

A LATERAL LAND COMPANY

30.7

800 N. MARIENFELD STREET  
SUITE 100  
MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500

Office (432) 684-5548

## SURVEY

A ONE-ACRE TRACT OF LAND  
OUT OF TRACT 1, BIZZELL KISER ADDITION,  
CITY AND COUNTY OF MIDLAND, TEXAS.  
ACCORDING TO THE PLAT RECORDED IN  
VOLUME 88, PAGE 512,  
DEED RECORDS OF  
MIDLAND COUNTY, TEXAS  
May 28, 2024

SCALE: 1" = 60'

PROJECT: 75336AR  
JOB NO.: 79,992



**Zone Change/Planned District  
Amendment/Site Plan Approval**

Project Number: \_\_\_\_\_

Case Number: \_\_\_\_\_

**Applicant** (if acting as Agent, see affidavit on page 2)

Printed Name: Schumann Surveying

Address 800 N. Marienfeld Suite 100 City Midland

Phone (432) 684-5548

Email caleman@schumannsurveying.net

State Tx Zip 79701

**Property Owner**

Printed Name: Ben Luna

Address 1209 Hick Ave City Midland

Phone (432) 238-1299

Email

State Tx Zip 79703

**Representative** (if different from Applicant or Property Owner)

Firm: Schumann Surveying

Printed Name: Ed Aleman

Address 800 N. Marienfeld Suite 100 City Midland

Phone (432) 254-0327

Email

State Tx Zip 79701

**Street Address:** 407 E. Montgomery

**Legal Description** E. 1 acre of the west 2.00 acres of tract 1

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: Bizzel-Kiser Subdivision

**Current Zoning:** MF 22

**Proposed Zone:** 2F  
(List by tracts if more than one district is requested)

**Reason for Zone Change Request:** Construction of Duplexes

**Present Use of Property:** Vacant

**Proposed Use of Property:** Duplexes

**How would this zone change affect the public health, safety and welfare?** N/A

**Describe how conditions affecting the property have changed since present zoning designation:** N/A

**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

30.8

May 28, 2024



**Signature** (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

Eduardo J Aleman

Date: 4-8-24

Applicant (printed):

Eduardo Aleman

Property Owner (signature):

Ben Luna

Date: 04/08/24

Property Owner (printed):

Ben Luna

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.

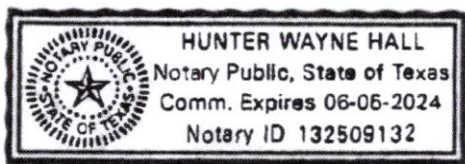
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS  
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Eduardo Aleman who, being by me duly sworn, upon oath says: That (s)he is authorized by Ben Luna, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Eduardo J Aleman  
Authorized Agent (signature)

Subscribed and sworn to before me, this 8<sup>th</sup> day of April, 20 24, to certify which witness my hand and seal of office.



Halle  
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

☒ Property Owner Authorization

☒ Dimensioned Site Plan

☒ Application Fee

☒ Plans in Digital Format (PDF/JPEG)

Check #

Paid online

Received By:

[Signature]

Date:

APR 10 2024

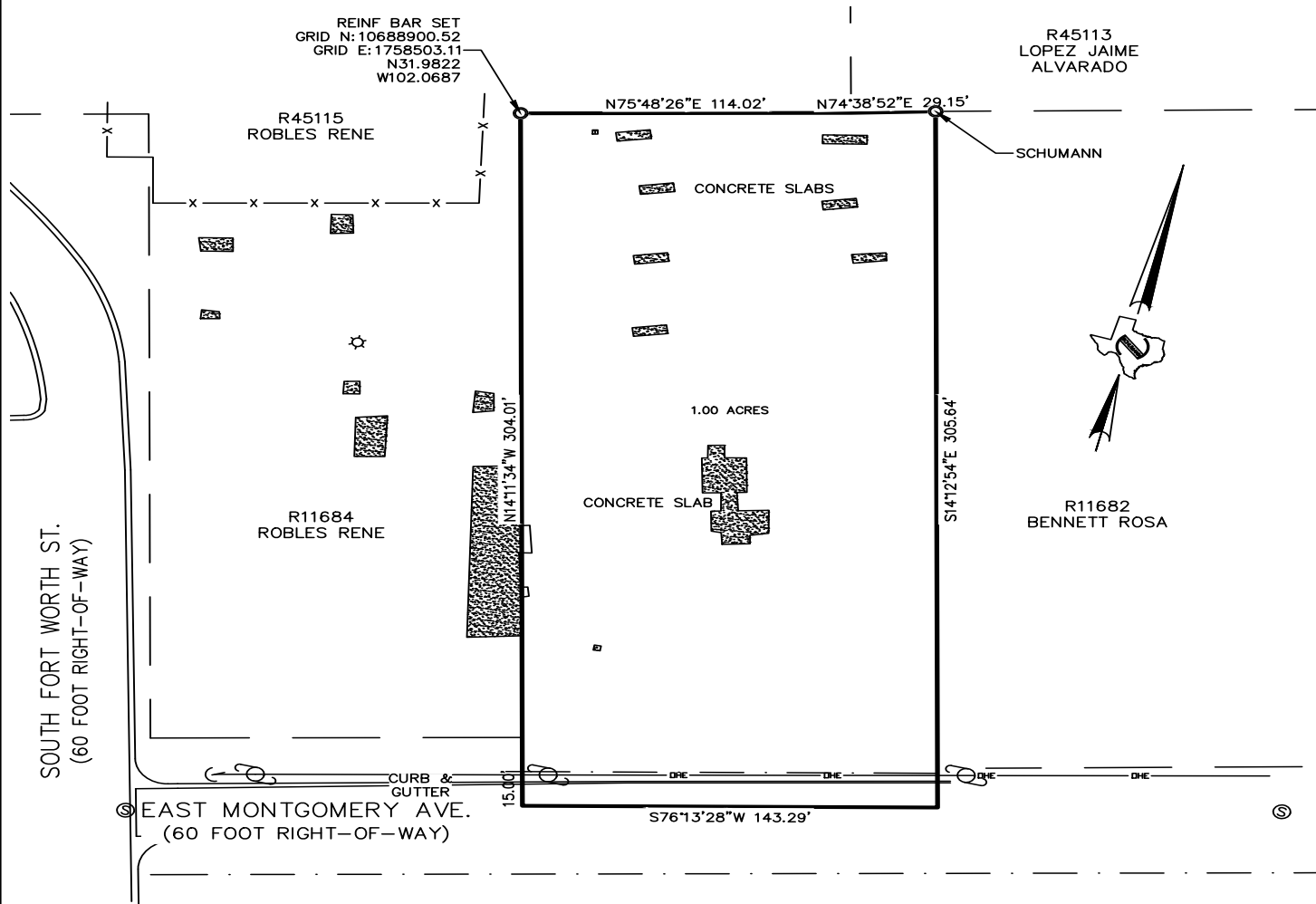


PACKET

30.9

May 28, 2024

**\*\*Application will not be considered for scheduling until reviewed by a planner.\*\***



#### NOTES:

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

MONUMENTS ARE A REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

#### LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES
- FENCE LINE
- OVERHEAD ELECTRIC
- UTILITY POLE
- WIRE GUY ANCHOR
- LIGHT POLE
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE

#### Surveyor Certification

TO THE LIENHOLDERS, BENJAMIN LUNA

(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 12TH DAY OF JANUARY, 2024

RJ DAUM  
TEXAS RPLS 4826



**SCHUMANN**  
SURVEYING, INC.

A LATERAL LAND COMPANY

30.10

800 N. MARIENFELD STREET  
SUITE 100  
MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500

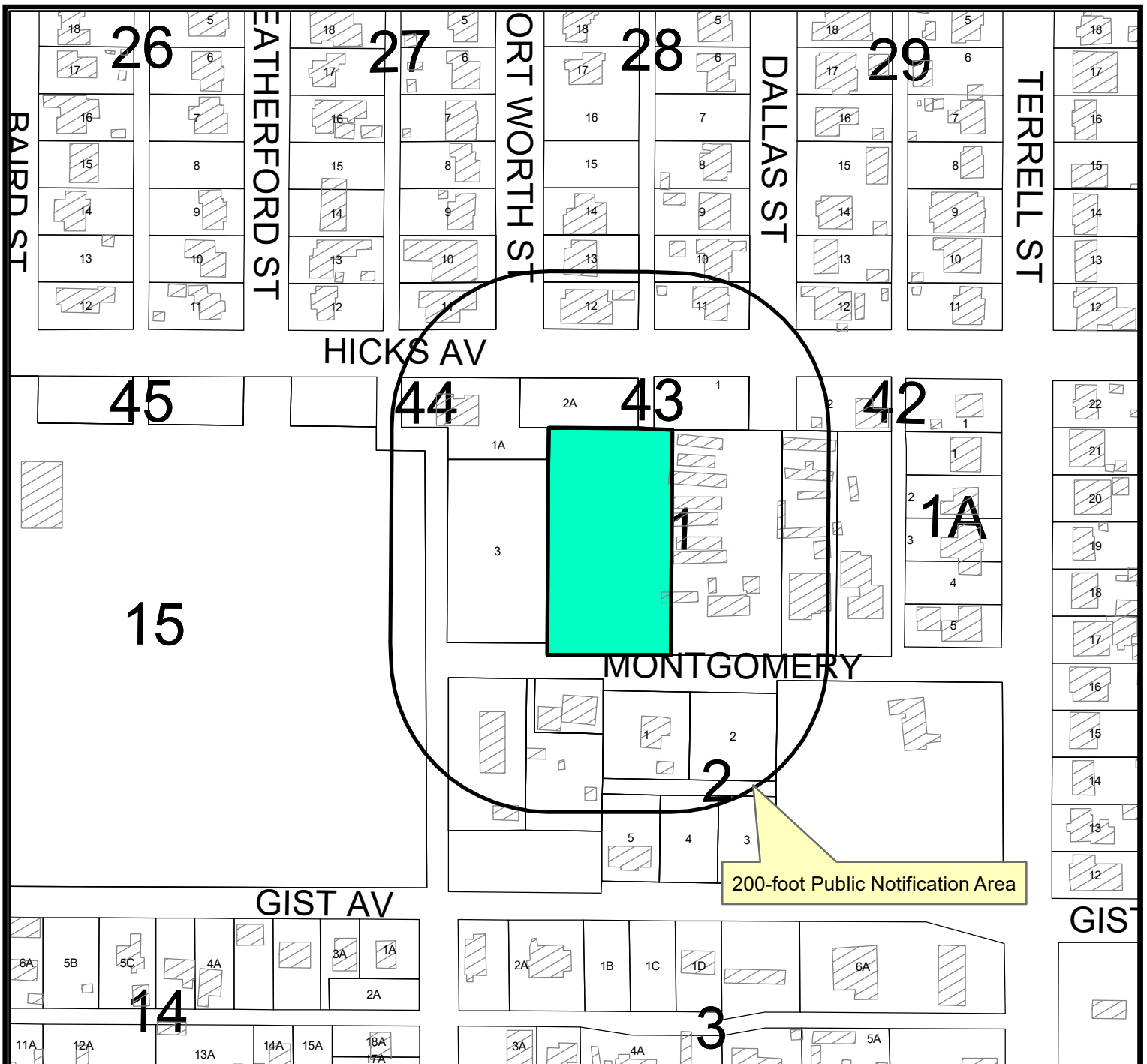
Office (432) 684-5548

## SURVEY

A ONE-ACRE TRACT OF LAND  
OUT OF TRACT 1, BIZZELL KISER ADDITION,  
CITY AND COUNTY OF MIDLAND, TEXAS.  
ACCORDING TO THE PLAT RECORDED IN  
VOLUME 88, PAGE 512,  
DEED RECORDS OF  
MIDLAND COUNTY, TEXAS  
May 28, 2024

SCALE: 1" = 60'

PROJECT: 75336AR  
JOB NO.: 79,992



## Location Map

**Z-24-0374**

**Scale: 1" = 184'**

A request by Schumann Surveying on behalf of Ben Luna for a zone change from, MF-22, Multiple-Family Dwelling District, to 2F, Two-Family Dwelling (Duplex) District for a one-acre tract of land out of Tract 1, Bizzell Kiser Addition, City and County of Midland, Texas

Generally located on the north side of East Montgomery Avenue, approximately 135 feet east of South Fort Worth Street. (Council District 2)

### LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



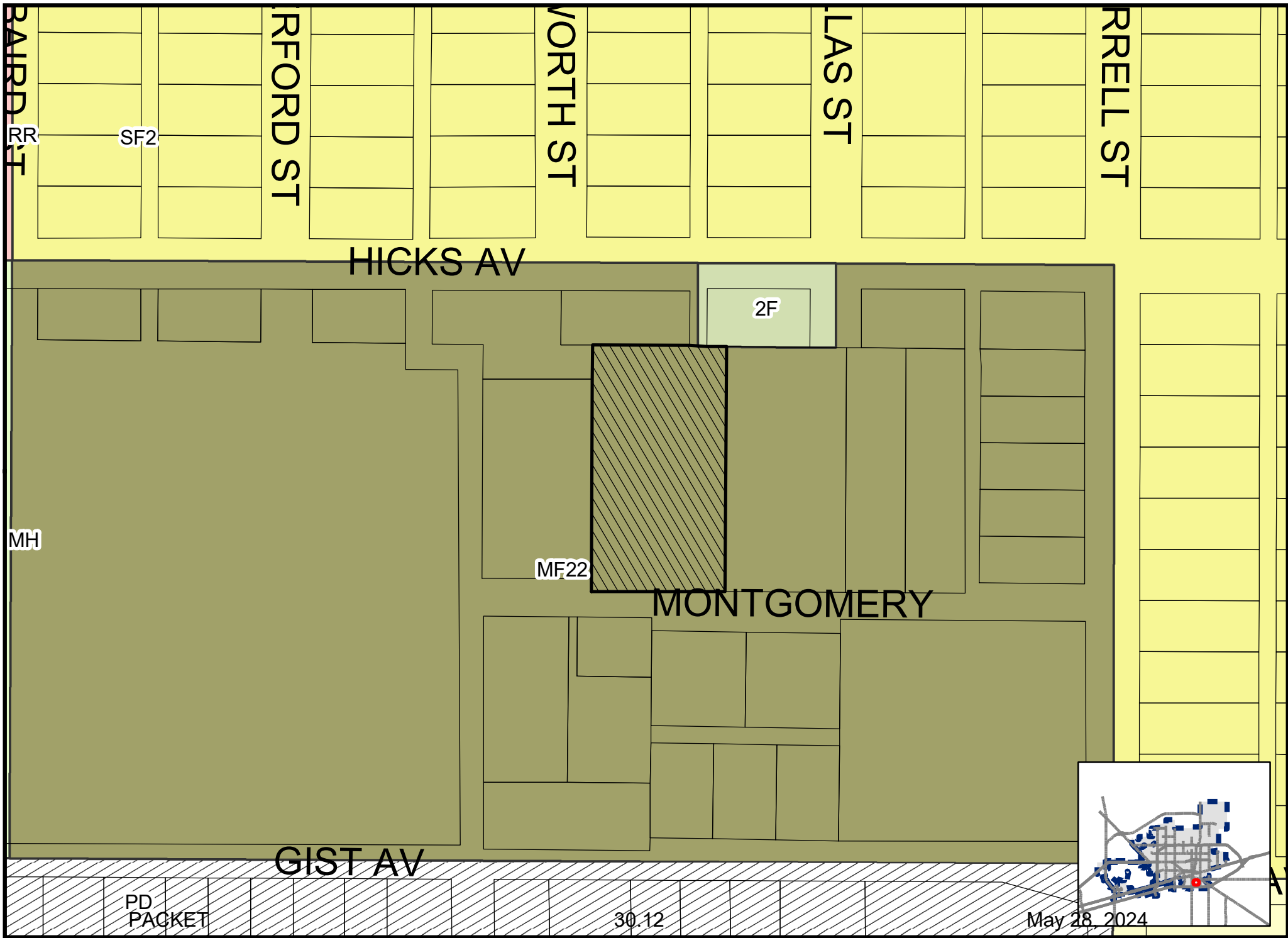
©THE CITY OF MIDLAND - 2021

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 28, 2024









REEFORD ST

NORTH ST

LASS ST

CRELL ST

HICKS AV

MONTGOMERY

GIST AV

PACKET

30.13

May 28, 2024

GIST







# City Council Meeting

**Item Number:** 31  
**Meeting Date:** May 28, 2024  
**To:** City Council / City Manager  
**From:** Christy Weakland, Director  
**Subject:** AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF JULY 1, 2024; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

---

## **Purpose:**

Revise an ordinance establishing regulatory and user fees collected by the City of Midland to adequately cover the costs and expenses incurred by the City in Connection with providing the services associated with said fees.

## **Recommended City Council Action:**

Approve

## **Fiscal Impact:**

Regulatory and user fees generate revenue designed to cover the cost of the services being provided by the City of Midland.

## **Strategic Priority:**

(Provide Sound Governance & Fiscal Management)

## **Discussion:**

Fee revisions are being recommended for two departments, Golf Course and Solid Waste.

*Morris Williams Jr.*

---

City Manager's Office





**INTEROFFICE MEMORANDUM**

**TO:** Christy Weakland, Finance Director  
**FROM:** Jeffery Ahrlett, Director of Solid Waste  
**SUBJECT:** Update Sanitation Fee Ordinance  
**DATE:** May 15, 2024

Staff is seeking city council approval of an update to the current Sanitation Fee Ordinance. This includes the approval of a \$2 per month increase in residential sanitation rates, \$10 per month increase to commercial rates and a 3% increase in Landfill Tonnage rates.

- \$2 per month increase to residential rates. Increased to \$23.00 Per Month.
- \$10 per month increase to commercial rates. Increased to \$130.00 Per Month.
- \$1.38 per ton increase at the Landfill. Increased to \$47.38 Per Ton.

The proposed residential rates remain among the lowest in comparison to other municipalities with similar services. The proposed commercial rates remain among the lowest in comparison to other local competitors with similar services.

Increased revenue from the proposed sanitation collection rates would support the servicing of CO payments.

Once approved the proposed rates would be effective July 1, 2024.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING A FEE SCHEDULE;  
CONTAINING A SAVINGS AND SEVERABILITY  
CLAUSE; PROVIDING AN APPEAL PROCESS;  
ESTABLISHING AN EFFECTIVE DATE OF JULY 1,  
2024; AND ORDERING PUBLICATION**

**WHEREAS**, the City Council finds it to be in the public interest to establish fees collected by the City of Midland in order to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees; and

**WHEREAS**, the City Manager's designees have prepared Exhibits "A" through "P", which are attached hereto and incorporated herein for all purposes, identifying said fees (collectively, the "Fee Schedule"); and

**WHEREAS**, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the Fee Schedule and to establish the fees identified therein as the fees to be collected by the City of Midland, said fees being reasonably related to the costs and expenses incurred by the City in connection with providing the services associated with said fees;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;**

**SECTION ONE.** That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are adopted as part of this ordinance for all purposes.

**SECTION TWO.** That the Fee Schedule is hereby approved and adopted. The fees identified in the Fee Schedule are hereby established as the fees to be collected by the City of Midland except for the following types of fees: a fee charged to a requestor who submits a request for information under the Texas Public Information Act; a fee assessed by the Municipal Court that is not identified in the Fee Schedule; a fee established by a contract, to the extent that the fee established by the contract conflicts with or is not identified in the Fee Schedule; a drainage charge; an impact fee; a fee prescribed by a state law, rule, or



regulation; or a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule.

To the extent that a fee identified in the Fee Schedule conflicts with a fee that was previously established by ordinance (including an ordinance that has been codified in the City Code), resolution, or other City of Midland instrument, this ordinance shall supersede such previous ordinance, resolution, or other instrument, and the fee identified in the Fee Schedule shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule conflicts with a fee prescribed by a state law, rule, or regulation, the fee prescribed by the state law, rule, or regulation shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule is a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule, such fee that was previously established by following the applicable procedure shall be the applicable fee.

**SECTION THREE.** Any person wishing to appeal the payment of a fee identified in the Fee Schedule may do so in accordance with the law, rule, regulation, or ordinance that established the procedure for appealing such fee. To the extent no such appeal procedure has been established for a fee identified in the Fee Schedule that is not a fee assessed by the Municipal Court, the following appeal procedure shall apply:

- A. Any person may appeal in writing to the City Manager, or the City Manager's designee, prior to paying the fee or after paying the fee. Any person may appeal in writing to the City Manager, or the City Manager's designee, if the person believes that he or she cannot afford the fee. The person may seek an exemption from all or part of the fee. The City Manager, or the City Manager's designee, shall make certain that the fee is not paid under duress.

If a person wishes to appeal after payment of the fee, the person shall appeal in writing to the City Manager, or the City Manager's designee, within ten (10) calendar days of paying the fee.

- B. The City shall not file criminal charges against any person related to non-payment of the fee if the fee is not paid. The City shall not file criminal charges against a person in an attempt to collect the fee.
- C. The City Manager, or the City Manager's designee, shall provide a full and meaningful review process. The City Manager, or the City Manager's designee, shall provide a fair opportunity for a person to challenge the accuracy and legal validity of his or her fee obligation. The City Manager, or the City Manager's designee, shall also provide a clear and certain remedy for any erroneous or unlawful fee collection to ensure that the opportunity to contest the fee is a meaningful one. Options that the City Manager, or the City Manager's designee, shall consider in providing a clear and certain remedy are a refund of any excess fee paid, as well as other factors, such as ensuring that a person may continue the operation of his or her business.
- D. The City Manager, or the City Manager's designee, shall make his or her decision within ten (10) days of receiving the written notice of appeal. The City Manager, or the City Manager's designee, shall ensure that a person has all rights under any applicable law. A person shall incur no financial hardship by exercising his or her right to appeal.

**SECTION FOUR.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION FIVE.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid

**SECTION SIX.** That this ordinance shall become effective on July 1, 2024.

**SECTION SEVEN.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 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:

\_\_\_\_\_  
Tommy Gonzalez, City Manager

APPROVED ONLY AS TO FORM:

\_\_\_\_\_  
John Ohnemiller, City Attorney

# Exhibit A

City Secretary

|                                       | Fee              |
|---------------------------------------|------------------|
| <b>Business Regulations</b>           |                  |
| Junk and secondhand goods license     | \$25.00          |
| Renewal of junk and secondhand good   | \$10.00          |
| Alcoholic Beverage License Fee        | 1/2 of State Fee |
| Taxicab annual operating fee (each)   | \$200.00         |
| Limo or Motorbus operating fee (each) | \$100.00         |

# Exhibit B

## Parks

|                                          | Fee            |
|------------------------------------------|----------------|
| <b>SHOWMOBILE</b>                        |                |
| Deposit                                  | \$1,000.00     |
| Rental Fee (minimum of 4 hours)          | \$62.50/hour   |
| Extensions                               | \$100.00       |
| Show Lights                              | \$200.00       |
| Deposit for Show Lights                  | \$500.00       |
| <b>PORTABLE BLEACHERS</b>                |                |
| Deposit                                  | \$100.00       |
| Rental Fee (per day)                     | \$100.00       |
| <b>PORTABLE STAGE</b>                    |                |
| Deposit                                  | \$100.00       |
| Rental Fee                               | \$250.00       |
| <b>TRASH CANS</b>                        |                |
| Deposit                                  | \$100.00       |
| Rental Fee (minimum of 10 cans)          | \$5.00/can/day |
| <b>PARK PAVILION RENTAL</b>              |                |
| Deposit                                  | \$100.00       |
| Rental Fee 9am-10pm                      | \$60.00        |
| Rental Fee 9am-3pm                       | \$30.00        |
| Rental Fee 4pm-10pm                      | \$40.00        |
| <b>BEAL RANCH HOUSE</b>                  |                |
| Deposit no Alcohol                       | \$300.00       |
| Deposit w/Alcohol                        | \$500.00       |
| Rental Fee Per Hour                      | \$50.00        |
| <b>GAZEBO RENTALS - WADLEY AND BEAL</b>  |                |
| Deposit                                  | \$100.00       |
| Rental Fee 9 am- 3 pm                    | \$50.00        |
| Rental Fee 4 pm-10 pm                    | \$50.00        |
| Rental Fee 9 am-10 pm                    | \$100.00       |
| <b>BASEBALL/SOFTBALL FIELD RENTALS</b>   |                |
| Artificial Turf Fields Rental Fee        | \$65.00/hour   |
| Deposit for Artificial Turf Field Rental | \$100.00       |
| Natural Turf Field Rental Fee            | \$25.00/hour   |
| Lights                                   | \$25.00/hour   |
| Tournament Fee                           | \$25.00/team   |
| Tournament Cleaning Fee                  | \$150/field    |
| Tournament Deposit                       | \$100/field    |
| Game Cleaning Fee                        | \$75/Field     |
| <b>FOOTBALL/SOCCER FIELD RENTALS</b>     |                |
| Artificial Turf Fields Rental Fee        | \$65.00/hour   |
| Deposit for Artificial Turf Field Rental | \$100.00       |
| Natural Turf Field Rental Fee            | \$25.00/hour   |
| Lights                                   | \$25.00/hour   |
| Tournament Fee                           | \$30/game      |
| Tournament Cleaning Fee                  | \$150/field    |
| Tournament Deposit                       | \$100/field    |

|                   |            |
|-------------------|------------|
| Game Cleaning Fee | \$75/Field |
|-------------------|------------|

**CONCESSION RENTALS**

|                          |          |
|--------------------------|----------|
| Concession Stand Deposit | \$100.00 |
|--------------------------|----------|

|                         |              |
|-------------------------|--------------|
| Concession Stand Rental | \$25.00/hour |
|-------------------------|--------------|

**ULMER SAND VOLLEYBALL COURT**

|         |         |
|---------|---------|
| Deposit | \$25.00 |
|---------|---------|

|            |             |
|------------|-------------|
| Rental Fee | \$25.00/day |
|------------|-------------|

**WHITEHOUSE RENTAL**

|         |          |
|---------|----------|
| Deposit | \$200.00 |
|---------|----------|

|                         |          |
|-------------------------|----------|
| Rental Fee 10 am - 4 pm | \$200.00 |
|-------------------------|----------|

|                         |          |
|-------------------------|----------|
| Rental Fee 6 pm - 12 am | \$200.00 |
|-------------------------|----------|

|                    |          |
|--------------------|----------|
| Rental Fee All Day | \$400.00 |
|--------------------|----------|



# Exhibit C

## Recreation

|                                             | Fee           |
|---------------------------------------------|---------------|
| <b>CITY POOL RATES</b>                      |               |
| Entry Fee                                   | \$5.00        |
| Children under 2                            | Free          |
| 10 Punch Card                               | \$20.00       |
| 25 Punch Card                               | \$40.00       |
| 75 Punch Card                               | \$80.00       |
| Personal Cooler Admission                   | \$10.00       |
| Soda                                        | \$3.00        |
| Water                                       | \$2.00        |
| Snacks                                      | \$2.00        |
| Swim lesson (1 week)                        | \$20.00       |
| Life Jacket Rental                          | Free          |
| <b>PRIVATE RENTALS</b>                      |               |
| DEPOSIT                                     | \$150.00      |
| RENTAL FEE (2 hours)                        | \$850.00      |
| <b>POOL PAVILION RENTALS</b>                |               |
| <b>(Doug Russell Only)</b>                  |               |
| DEPOSIT                                     | \$100.00      |
| RENTAL FEE                                  | \$100/session |
| <b>MARTIN LUTHER KING RECREATION CENTER</b> |               |
|                                             | per hour      |
| <b>Activity Room</b>                        |               |
| During Operation                            | \$25.00       |
| After Hours                                 | \$35.00       |
| Deposit                                     | \$100.00      |
| <b>Activity Rm/with Gameroom</b>            |               |
|                                             | per hour      |
| During Operation                            | \$50.00       |
| After Hours                                 | \$70.00       |
| Deposit                                     | \$300.00      |
| <b>Auditorium</b>                           |               |
|                                             | per hour      |
| During Operation                            | \$50.00       |
| After Hours                                 | \$75.00       |
| Deposit No Alcohol                          | \$500.00      |
| Deposit Alcohol                             | \$750.00      |
| <b>Gymnasium</b>                            |               |
|                                             | per hour      |
| During Operation                            | \$40.00       |
| After Hours                                 | \$60.00       |
| Deposit                                     | \$200.00      |
| MLK Volleyball Net Setup Fee                | \$15.00       |

# Exhibit C

## Recreation

|                       | Fee        |
|-----------------------|------------|
| <b>Training Room</b>  | per hour   |
| Sporting Events ONLY  |            |
| During Operation      | \$50.00    |
| After Hours           | \$75.00    |
| Deposit               | \$1,000.00 |
| Daily Entrance Fee    | \$1.00     |
| Monthly Membership    | \$15.00    |
| <b>MOVIE SCREEN</b>   |            |
| Deposit               | \$1,000.00 |
| Fee (Maximum 4 hours) | \$500.00   |

# Exhibit D

## Health and Senior Services

|                                                      | Fee               |
|------------------------------------------------------|-------------------|
| <b>Environmental Section</b>                         |                   |
| <b>Mobile Food Vendor</b>                            |                   |
| Mobile Food Vendor                                   | \$175.00          |
| Mobile Food (Seasonal)                               | \$105.00          |
| Temporary Permit                                     | \$70.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| <b>Food Services Establishments</b>                  |                   |
| 1 thru 5 employees                                   | \$150.00          |
| 6 thru 10 employees                                  | \$200.00          |
| 11 or more employees                                 | \$250.00          |
| Deli/Meat Market/Bakery                              | \$75.00           |
| Farmers Market                                       | \$50.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| <b>Retail Food Store</b>                             |                   |
| 1 thru 5 employees                                   | \$150.00          |
| 6 thru 10 employees                                  | \$200.00          |
| 11 or more employees                                 | \$250.00          |
| Temporary Permit                                     | \$70.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| <b>Child Care Programs</b>                           |                   |
| Day Care                                             | \$100.00          |
| Foster Care                                          | \$50.00           |
| Child Care Program for after School                  | \$50.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| <b>Swimming Pool, Spa, or Water Feature Permit</b>   |                   |
| Swimming Pool or Spa Permit                          | \$100.00          |
| Water Feature Permit                                 | \$100.00          |
| Non-Profit Yearly                                    | \$30.00           |
| Non-Profit Temporary                                 | \$30.00           |
| Re-inspection (When Establishment is shut down)      | \$75.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| <b>Septic System Inspections</b>                     |                   |
| Septic System Residential                            | \$150.00          |
| Septic System Commercial                             | \$210.00          |
| Septic re-inspection (When fails initial inspection) | \$50.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |

# Exhibit D

## Health and Senior Services

|                                        | Fee          |
|----------------------------------------|--------------|
| <b>Clinical Section</b>                |              |
| <b>Health Department Services</b>      |              |
| DTaP                                   | \$45.00      |
| Kinrix (DTaP & Polio)                  | \$60.00      |
| Pentacel (DTaP & Polio & Flu Type B)   | \$115.00     |
| IPV (Polio)                            | \$50.00      |
| Pedi HEP A                             | \$40.00      |
| Pedi HEP B                             | \$35.00      |
| HIB (Flu Type B)                       | \$25.00      |
| Vaxelis (DTaP, HIB, Polio & HEB B)     | \$150.00     |
| Rototeq/Rotarix (Rotavirus)            | \$140.00     |
| Proquad (MMR & Varicella)              | \$265.00     |
| PCV 13 (Pneumococcal Conjugate)        | \$260.00     |
| PPSV23 (Pneumococcal Conjugate)        | \$125.00     |
| MMR                                    | \$90.00      |
| Varicella                              | \$165.00     |
| TD (Tetanus & Diptheria)               | \$45.00      |
| TDAP (Tetanus Diptheria and Pertussis) | \$60.00      |
| HPV 9                                  | \$270.00     |
| MCV4 (Meningitis)                      | \$150.00     |
| Menqaudfi (Meningitis)                 | \$200.00     |
| Trumenba (Meningococcal Group B)       | \$180.00     |
| Bexsero (Meningococcal Group B)        | \$200.00     |
| Adult Hep A                            | \$80.00      |
| Adult Hep B                            | \$65.00      |
| Hepilisav-Adult Hep B                  | \$125.00     |
| Abrysvo- Adult RSV                     | \$300.00     |
| Beyfortus- Infant RSV                  | \$500.00     |
| RabAvert (Rabies)                      | \$500.00     |
| Imovax (Rabies)                        | \$395.00     |
| Pfizer- Infant (COVID-19)              | \$65.00      |
| Pfizer- Adolescent (COVID-19)          | \$90.00      |
| Pfizer- Adult (COVID-19)               | \$130.00     |
| Moderna- Adult (COVID-19)              | \$145.00     |
| Shingrix (Shingles)                    | \$185.00     |
| Infant flu                             | \$25.00      |
| Flu                                    | \$30.00      |
| High Dose Flu                          | \$65.00      |
| Flublok                                | \$65.00      |
| Yellow Fever                           | \$130.00     |
| STD Testing                            | \$15.00      |
| HIV Testing                            | \$15.00      |
| STD Clinic Treatment                   | \$15.00      |
| PACKET                                 | 31.15        |
|                                        | May 28, 2024 |

# Exhibit D

## Health and Senior Services

|                                                                                | Fee     |
|--------------------------------------------------------------------------------|---------|
| Pregnancy Test-Urine                                                           | \$15.00 |
| Pregnancy Test - Blood                                                         | \$15.00 |
| TB Test                                                                        | \$15.00 |
| TB Clinic                                                                      | \$15.00 |
| Insured                                                                        | \$60.00 |
| TVFC 1=\$10, 2=\$20, >or= 3 = \$30                                             |         |
| Fees In Red- Indicates the fee is not listed or different than stated in code. |         |
| Refugee                                                                        | \$0.00  |
| Medicaid/CHIP                                                                  | \$13.75 |
| Medicare Flu or Pneumonia                                                      | \$60.00 |

# Exhibit E

## Animal Services

|                                                                        | Fee                          |
|------------------------------------------------------------------------|------------------------------|
| <b>Adoption Fees</b>                                                   |                              |
| Adoption Fees (includes micro chipping)                                | \$50 for Cats; \$75 for Dogs |
| Ducks, Rabbits, Other                                                  | \$5.00                       |
| Rescue Fee (rabies, microchip, license)                                | \$32.00                      |
| Humane Coalition Transfer Fee (with micro chipping) Range \$17 to \$25 | \$25.00                      |
| Animal Service Discount                                                | \$6.73                       |
| <b>Vaccines and Medical Fees</b>                                       |                              |
| Rabies (\$10 special event and \$20 reg)                               | \$10.00 or \$20.00           |
| Rabies and Booster (\$15 special event)                                | \$15.00                      |
| <b>Impoundment Fees</b>                                                |                              |
| Impoundment - 1st Offense (altered)                                    | \$25.00                      |
| Impoundment - 1st Offense (unaltered)                                  | \$50.00                      |
| Impoundment - 2nd Offense (altered)                                    | \$50.00                      |
| Impoundment - 2nd Offense (unaltered)                                  | \$75.00                      |
| Impoundment - 3rd+ Offense (altered)                                   | \$75.00                      |
| Impoundment - 3rd+ Offense (unaltered)                                 | \$100.00                     |
| Livestock Impoundment                                                  | \$100.00                     |
| <b>Boarding &amp; Quarantine</b>                                       |                              |
| Boarding (per day)                                                     | \$8.00                       |
| Quarantine Fees (minimum of 10 days)                                   | \$10.00/day                  |
| Home Quarantine Fees (minimum of 10 days)                              | \$5.00/day                   |
| <b>Pick-up Fees</b>                                                    |                              |
| Pickup Fee - Owner release                                             | \$15.00                      |
| Pickup Fee -Owner release (additional animals)                         | \$5.00/each                  |
| Pickup Fee - Deceased                                                  | \$15.00                      |
| Pickup Fee - Dead Small Livestock                                      | \$75.00                      |
| Pickup Fee- Deceased Livestock                                         | \$150.00                     |
| Transfer to Vet Fee                                                    | \$15.00                      |
| <b>Miscellaneous Fees</b>                                              |                              |
| Drop off Fee - Owner release                                           | \$10.00                      |
| Rabies Specimen Shipping                                               | \$75.00                      |
| Wild Animal Permit                                                     | \$25.00                      |
| Dangerous Dog Yearly Registration                                      | \$50.00                      |
| Off Leash Training Permit                                              | \$5.00                       |
| <b>Microchipping</b>                                                   |                              |
| Microchips                                                             | \$8.00                       |
| <b>Pet Services</b>                                                    |                              |
| Flea/Tick Preventative                                                 | \$15.00                      |
| <b>Euthanasia</b>                                                      |                              |
| Euthanasia                                                             | \$15.00                      |
| <b>Pet Licenses</b>                                                    |                              |
| Pet License (yearly)                                                   | \$7.00                       |
| Pet License (replacement)                                              | \$1.00                       |
| <b>Pigeons</b>                                                         |                              |
| Loft Permit for Pigeons                                                | \$3.00                       |
| Renewal of Loft Permit                                                 | \$2.00                       |

# Exhibit F

## Golf Course

|                                                               | Fee      |
|---------------------------------------------------------------|----------|
| Green Fee - Weekday                                           | \$30.00  |
| Green Fee - Weekend                                           | \$35.00  |
| Green Fee - after 4:00                                        | \$20.00  |
| Green Fee - Weekend AM - 9 Holes                              | \$18.00  |
| Green Fee - Weekday Senior                                    | \$20.00  |
| Green Fee - Weekday Senior - 9 Holes                          | \$13.00  |
| Green Fee - Junior/High School/College                        | \$9.50   |
| Green Fee - Senior Annual Pass (Monday- Thursday)             | \$500.00 |
| Green Fee - Senior w/Annual Pass per round                    | \$5.00   |
| Cart Fee - 18 holes per rider                                 | \$15.00  |
| Cart Fee - 9 holes per rider                                  | \$7.50   |
| Tournament Fee - Weekday per player                           | \$55.00  |
| Tournament Fee - Weekend per player                           | \$65.00  |
| Tournament Cooker Fee, per player (revenue to concessionaire) | \$5.00   |
| Range Balls - Small Bucket (w/tax)                            | \$8.00   |
| Range Balls - Medium Bucket (w/tax)                           | \$10.00  |
| Range Balls - Large Bucket (w/tax)                            | \$15.00  |
| Range Balls - Tournament Bucket (w/tax)                       | \$5.00   |
| Club Rental                                                   | \$40.00  |
| Pull Cart Rental                                              | \$5.00   |



# Exhibit G

## Planning

|                                                                                                                                                                                                                                     | Fee        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Preliminary Plat Application</b>                                                                                                                                                                                                 |            |
| Sketch Plan Application (1st review)                                                                                                                                                                                                | \$225.00   |
| Sketch Plan Application (2nd review)                                                                                                                                                                                                | \$100.00   |
| Preliminary Plat Application (up to 50 acres)                                                                                                                                                                                       | \$350.00   |
| Preliminary Plat Application (over 50 acres)                                                                                                                                                                                        | \$500.00   |
| <b>Final Plat Application</b>                                                                                                                                                                                                       |            |
| Standard Plat or Residential Up to 50 acres                                                                                                                                                                                         | \$350.00   |
| Standard Plat or Residential over 50 acres Max                                                                                                                                                                                      | \$500.00   |
| Administrative Plat                                                                                                                                                                                                                 | \$250.00   |
| Digital File Conversion Fee                                                                                                                                                                                                         | \$50.00    |
| Recording Fees- Plats up to 18"x24"                                                                                                                                                                                                 | \$61.00    |
| Recording Fees- Plats over 18"x24"                                                                                                                                                                                                  | \$81.00    |
| Related Documents                                                                                                                                                                                                                   | \$26.00    |
| <b>Replat</b>                                                                                                                                                                                                                       |            |
| Replat with Public Hearing                                                                                                                                                                                                          | \$250.00   |
| Replat without Public Hearing                                                                                                                                                                                                       | \$250.00   |
| <b>Annexation/Zone Change Application</b>                                                                                                                                                                                           |            |
| Standard Zone Change                                                                                                                                                                                                                | \$500.00   |
| Planned District Zone Change                                                                                                                                                                                                        | \$650.00   |
| Multiple PD Proposal Basic                                                                                                                                                                                                          | \$550.00   |
| Multiple PD Proposal Per Additional District                                                                                                                                                                                        | \$100.00   |
| Additional PD Regulations                                                                                                                                                                                                           | \$75.00    |
| Site Plan in PDF Format for City Council                                                                                                                                                                                            | \$50.00    |
| Application Fee                                                                                                                                                                                                                     | \$500.00   |
| Zoning Board of Appeal Fee                                                                                                                                                                                                          | \$600.00   |
| Special Exception Application Fee                                                                                                                                                                                                   | \$500.00   |
| Zone Change in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District | \$0.00     |
| <b>Oil and Gas</b>                                                                                                                                                                                                                  |            |
| Application for Oil and Gas Permit                                                                                                                                                                                                  | \$4,000.00 |
| <b>Credit Access Businesses</b>                                                                                                                                                                                                     |            |
| Application Fee                                                                                                                                                                                                                     | \$50.00    |
| <b>Specific Use Permit (SUP) / Specific Use Designation (SUD)</b>                                                                                                                                                                   |            |
| Application for SUP/SUD with Term for Alcoholic Beverage                                                                                                                                                                            | \$300.00   |
| Application for General SUP/SUD                                                                                                                                                                                                     | \$400.00   |
| Renewal SUP/SUD                                                                                                                                                                                                                     | \$75.00    |
| <b>Temporary Mobile Home</b>                                                                                                                                                                                                        |            |
| Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)                                                                                                                                            | \$50.00    |
| Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)                                                                                                                                | \$100.00   |

# Exhibit G

## Planning

|                                                | Fee      |
|------------------------------------------------|----------|
| <b>Temporary Land Use</b>                      |          |
| Application Fee                                | \$300.00 |
| For each additional event date                 | \$25.00  |
| Clean-Up Deposit                               | \$500.00 |
| Damage Deposit                                 | \$500.00 |
| Outside sale of dogs                           | \$20.00  |
| <b>Site Plan Review</b>                        |          |
| Single PD Amendment                            | \$550.00 |
| Multiple PD Amendment                          | \$650.00 |
| <b>Dedications</b>                             |          |
| Review Fee                                     | \$400.00 |
| <b>Vacation</b>                                |          |
| Application Fee                                | \$400.00 |
| <b>Creation of a Building Site</b>             |          |
| Application Fee                                | \$400.00 |
| <b>Master Sign Plan</b>                        |          |
| Application Fee                                | \$300.00 |
| <b>Traffic Impact</b>                          |          |
| Traffic Impact (Staff Study)                   | \$350.00 |
| Traffic Impact (Review of Submittal)           | \$600.00 |
| <b>Portable Storage Containers</b>             |          |
| Freight or Portable storage cont.- permit fee  | \$125.00 |
| Each add'l on same property                    | \$25.00  |
| 90- day permit fee for storage container       | \$150.00 |
| Each add'l container                           | \$25.00  |
| 45- day permit fee for storage container       | \$125.00 |
| Each add'l container                           | \$25.00  |
| 30 day permit fee for storage container        | \$75.00  |
| <b>Certificate of occupancy and compliance</b> |          |
| Certificate of occupancy and compliance        | \$10.00  |

# Exhibit H

## Code Enforcement

|                                                                                        | <b>Fee</b>                 |
|----------------------------------------------------------------------------------------|----------------------------|
| <b>Building Permits</b>                                                                |                            |
| Construction Permit Fee                                                                | 31.5 cents per square foot |
| Sidewalk/ROW Residential (No building permit)                                          | \$50.00                    |
| Sidewalk/ROW Commercial (No building permit)                                           | \$200.00                   |
| Street Improvement Fee                                                                 | 23 cents per square foot   |
| Fence Fee                                                                              | \$50.00                    |
| Manufactured Home                                                                      | \$200.00                   |
| Manufactured Home Skirting Deposit                                                     | \$100.00                   |
| Moving Fee                                                                             | \$200.00                   |
| Non-Profit Residential                                                                 | \$150.00                   |
| Temporary Structure                                                                    | \$100.00                   |
| Detached Assessory (120Sq.ft or less)                                                  | \$50.00                    |
| Detached Assessory (120Sq.ft to 200 sq.ft.)                                            | \$100.00                   |
| <b>Demolition Permits</b>                                                              |                            |
| Commercial Demo Fee - Building                                                         | \$500.00                   |
| Commerical Demo Fee - Interior                                                         | \$100.00                   |
| Residential or Accessory Bldg                                                          | \$50.00                    |
| <b>Temporary Sign Permits</b>                                                          |                            |
| Permanent Sign Permits                                                                 | \$50.00                    |
| Temporary sign annual permit fee                                                       | \$50.00                    |
| Failure to remove sign- hauling fee                                                    | \$50.00                    |
| Failure to remove sign- daily storage fee                                              | \$10.00                    |
| <b>Oil &amp; Gas Drilling Permits</b>                                                  |                            |
| Amendment Fee                                                                          | \$1,000.00                 |
| Certification Fee & Inspection                                                         | \$300.00                   |
| Oil & Gas Application Fee                                                              | \$4,000.00                 |
| Well Tranfer Fee                                                                       | \$500.00                   |
| <b>*TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended</b> |                            |
| <b>Mobile Home Park Licenses</b>                                                       |                            |
| Mobile Home Park Licenses                                                              | \$25.00 plus \$1 ea/addl   |
| <b>Certificate of Occupancy</b>                                                        |                            |
| Certificate of Occupancy                                                               | \$50.00                    |
| <b>Lot Deposits</b>                                                                    |                            |
| Clearing Deposits (Floor & Foundation) Commercial                                      | \$2,000.00                 |
| Clearing Deposits (Floor & Foundation) Residential                                     | \$600.00                   |
| Clearing Deposits (Rubbish, Litter, Lot)                                               | \$200.00                   |
| Clearing Deposit (Accessory Bldg, Debris, Material)                                    | \$200.00                   |

# Exhibit H

## Code Enforcement

|                                                                                    | <b>Fee</b>              |
|------------------------------------------------------------------------------------|-------------------------|
| <b>Lot Clearing</b>                                                                |                         |
| Administrative Fee                                                                 | \$100.00                |
| Tree Removal                                                                       | \$70.00                 |
| Debris Charge                                                                      | \$110 per ton           |
| Mow Vacant Lot                                                                     | \$0.05 per sq. yd.      |
| Mow Lot with Structure                                                             | \$0.055 per sq. yd.     |
| Mow Acreage                                                                        | \$70 per acre           |
| Mowing Fee                                                                         | \$0.10 per sq. yd.      |
| Special Project                                                                    | \$165.00                |
| Minimum Lot Charge                                                                 | \$45.00                 |
| Tires                                                                              | Reimbursemt+\$2.00/tire |
| <b>Electrical Fees</b>                                                             |                         |
| Minimum Fee                                                                        | \$50.00                 |
| Temporary Service                                                                  | \$50.00                 |
| Temporary Construction Pole                                                        | \$50.00                 |
| Parking Lot Wiring                                                                 | \$50.00                 |
| Building Wiring                                                                    | \$0.05 per sq.ft        |
| Service Change                                                                     | \$50.00                 |
| Sign Electrical Fee                                                                | \$50.00                 |
| Electrical Fixture Fee (for first, \$1.00 each after)                              | \$15.00                 |
| Mobile Home Rewiring (\$5 for each add'l)                                          | \$50.00                 |
| Clearance for Elec Connect/Disconnect Residential                                  | \$50.00                 |
| Reinspection (Red Tag)                                                             | \$50.00                 |
| <b>Mechanical Fees (when not part of bldg.permit)</b>                              |                         |
| Minimum Fee                                                                        | \$50.00                 |
| Inspection for Heating, AC,Venting,Ductwork,Fridge (\$5 for each add'l inspection) | \$50.00                 |
| Fire Extinguishing Permit                                                          | \$50.00                 |
| Boiler Inspections (33K to 1165 BTU)                                               | \$50.00                 |
| Boiler Inspections (1165K to 3300 BTU)                                             | \$50.00                 |
| Boiler Inspections (over 3300 BTU)                                                 | \$50.00                 |
| Reinspection (Red Tag)                                                             | \$50.00                 |
| <b>Gas Fees (when not part of bldg.permit)</b>                                     |                         |
| Minimum Fee                                                                        | \$50.00                 |
| Floor Furnace, Boiler                                                              | \$50.00                 |
| Vented Recessed Heater                                                             | \$50.00                 |
| Gas line service                                                                   | \$50.00                 |
| Vented Appliance (\$10 each add'l)                                                 | \$50.00                 |
| Temporary Connection                                                               | \$50.00                 |
| Reinspection (Red Tag)                                                             | \$50.00                 |

# Exhibit H

## Code Enforcement

|                                                     | <b>Fee</b>     |
|-----------------------------------------------------|----------------|
| <b>Plumbing Fees (when not part of bldg.permit)</b> |                |
| Minimum Fee                                         | \$50.00        |
| Furnace, unit or wall heater (\$10 each add'l)      | \$50.00        |
| Water heater (\$10 each add'l)                      | \$50.00        |
| Water softener                                      | \$50.00        |
| Lawn Sprinkler                                      | \$50.00        |
| Water Line Service                                  | \$50.00        |
| Sewer Line Service                                  | \$50.00        |
| Replumb Bldg                                        | \$0.05 Sq. Ft. |
| Fire Sprinkler                                      | \$0.05 Sq. Ft. |
| Backflow Assembly Device (\$10 each add'l)          | \$50.00        |
| Reinspection (Red Tag)                              | \$30.00        |
| <b>Vendor Permit</b>                                |                |
| Vendor Permit                                       | \$100.00       |
| <b>Water Well Fee</b>                               |                |
| Drill new well                                      | \$50.00        |
| <b>Reinspection Fee</b>                             |                |
| Reinspection (All Permits)                          | \$100.00       |
| <b>Application to Board of Appeals</b>              |                |
| Application                                         | \$200.00       |
| <b>Public Ways and Property</b>                     |                |
| House moving permit fee                             | \$25.00        |
| Network Nodes-5 in same application                 | \$500.00       |
| Each additional node in application                 | \$250.00       |
| Node Support Pole Application                       | \$1,000.00     |
| Fee to attach network node to public ROW pole       | \$20.00        |

# Exhibit I

## Engineering

|                                          | Fee                |
|------------------------------------------|--------------------|
| <b>Traffic</b>                           |                    |
| Street Name and Traffic Control Sign Fee | \$500/intersection |
| Right of Way Use Permit Fee              | \$350.00           |

# Exhibit J

## Water & Sewer Fees

|                                                                    | Fee (as of July 1,<br>2020) |
|--------------------------------------------------------------------|-----------------------------|
| <b>Water Rates Inside City:</b>                                    |                             |
| Base Rate for All Except Apartments for First 2,000 gallons        | \$21.61                     |
| Base Rate for Apartments per Unit for first 2,000 gallons per Unit | \$17.60                     |
| Rate per 1,000 gallons over base of 2,000 up to 10,000             | \$6.11                      |
| Rate per 1,000 gallons from 10,001 up to 25,000                    | \$8.03                      |
| Rate per 1,000 gallons from 25,001 up to 50,000                    | \$10.80                     |
| Irrigation)                                                        | \$13.50                     |
| <b>Sewer Rates Inside City:</b>                                    |                             |
| All Customers Base Rate (First 2,000 gallons)                      | \$21.79                     |
| All Customers Rate per 1,000 after Base Rate                       | \$0.88                      |
| <b>Water Rates Outside City:</b>                                   |                             |
| Base Rate for All Except Apartments for First 2,000 gallons        | \$32.42                     |
| Base Rate for Apartments per Unit for first 2,000 gallons per Unit | \$26.40                     |
| Rate per 1,000 gallons over base of 2,000 up to 10,000             | \$9.17                      |
| Rate per 1,000 gallons from 10,001 up to 25,000                    | \$12.05                     |
| Rate per 1,000 gallons from 25,001 up to 50,000                    | \$16.20                     |
| Irrigation)                                                        | \$20.25                     |
| <b>Sewer Rates Outside City:</b>                                   |                             |
| Residential Base Rate (First 2,000 gallons)                        | \$32.69                     |
| Residential Rate per 1,000 after Base Rate                         | \$1.32                      |
| <b>Miscellaneous:</b>                                              |                             |
| Septage waste hauler discharges and fees (per gallon)              | \$0.30                      |



# Exhibit K

## Customer Service/Utility Billing

|                                                                | Fee        |
|----------------------------------------------------------------|------------|
| <b>Account Billing</b>                                         |            |
| Residential Utility Deposit                                    | \$75.00    |
| Re-read of Water Meter (2nd time)                              | \$25.00    |
| Test of Water Meter (2nd time)                                 | \$25.00    |
| Non-sufficient fund check                                      | \$30.00    |
| Reconnect-Disconnect fee                                       | \$30.00    |
| Application Fee                                                | \$20.00    |
| Transfer Fee                                                   | \$20.00    |
| Tampering/Straight Fee (1st time)                              | \$200.00   |
| Tampering/Straight Fee (2nd time)                              | \$300.00   |
| <b>Water Meters &amp; Tap Fees</b>                             |            |
| 3/4" water meter-with existing meter box                       | \$40.00    |
| 1" water meter-with existing meter box                         | \$100.00   |
| 1" water meter tap (no paving cut or meter installation)       | \$390.00   |
| 1" service charge for tap and meter with meter box             | \$425.00   |
| 2" water meter- with existing meter box                        | \$240.00   |
| 2" water meter tap (no paving cut or meter installation)       | \$564.00   |
| 2" service charge for tap and meter with meter box             | \$710.00   |
| 3" water meter                                                 | \$375.00   |
| 4" water meter                                                 | \$375.00   |
| 4" sewer tap                                                   | \$350.00   |
| 6" sewer tap                                                   | \$400.00   |
| Replacement sewer tap (per line)                               | \$300.00   |
| Fee to abandon line for replacement                            | \$150.00   |
| Paving cut/Boring & Casing Fee                                 | \$400.00   |
| Fire hydrant meter setting or moving                           | \$200.00   |
| Fire Hydrant meter deposit setting                             | \$2,400.00 |
| Drinking Water Testing- Total Coliform (Presence or absence)   | \$18.00    |
| Non-Potable H2O testing- Total Coliform & E.Coli (MPN)         | \$25.00    |
| Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN) | \$25.00    |
| Move a service line no more than 5 feet                        | \$150.00   |

# Exhibit L

## Sanitation Fees

### Inside City Limits

| # of Containers    | Number of pickups per week |            |            |            |
|--------------------|----------------------------|------------|------------|------------|
|                    | 2X                         | 3X         | 4X         | 5X         |
| <b>Residential</b> |                            |            |            |            |
| 0.25               | \$23.00                    |            |            |            |
| 0.5                | \$46.00                    |            |            |            |
| 0.75               | \$69.00                    |            |            |            |
| 1                  | \$92.00                    |            |            |            |
| <b>Commercial</b>  |                            |            |            |            |
| 0.25               | \$32.50                    | \$48.75    | \$65.00    | \$81.25    |
| 0.5                | \$65.00                    | \$97.50    | \$130.00   | \$162.50   |
| 0.75               | \$97.50                    | \$146.25   | \$195.00   | \$243.75   |
| 1                  | \$130.00                   | \$195.00   | \$260.00   | \$325.00   |
| 2                  | \$247.00                   | \$370.50   | \$494.00   | \$617.50   |
| 3                  | \$364.00                   | \$546.00   | \$728.00   | \$910.00   |
| 4                  | \$481.00                   | \$721.00   | \$962.00   | \$1,202.50 |
| 5                  | \$598.00                   | \$897.00   | \$1,196.00 | \$1,495.00 |
| 6                  | \$715.00                   | \$1,072.50 | \$1,430.00 | \$1,787.50 |
| 7                  | \$832.00                   | \$1,248.00 | \$1,664.00 | \$2,080.00 |
| 8                  | \$949.00                   | \$1,423.50 | \$1,898.00 | \$2,372.50 |
| 9                  | \$1,066.00                 | \$1,599.00 | \$2,132.00 | \$2,665.00 |
| 10                 | \$1,183.00                 | \$1,774.50 | \$2,366.00 | \$2,957.50 |
| 11                 | \$1,300.00                 | \$1,950.00 | \$2,600.00 | \$3,250.00 |
| 12                 | \$1,417.00                 | \$2,125.50 | \$2,834.00 | \$3,542.50 |
| 13                 | \$1,534.00                 | \$2,301.00 | \$3,068.00 | \$3,835.00 |
| 14                 | \$1,651.00                 | \$2,476.50 | \$3,302.00 | \$4,127.50 |
| 15                 | \$1,768.00                 | \$2,652.00 | \$3,536.00 | \$4,420.00 |
| 16                 | \$1,885.00                 | \$2,827.50 | \$3,770.00 | \$4,712.50 |
| 17                 | \$2,002.00                 | \$3,003.00 | \$4,004.00 | \$5,005.00 |
| 18                 | \$2,119.00                 | \$3,718.50 | \$4,238.00 | \$5,297.50 |
| 19                 | \$2,236.00                 | \$3,354.00 | \$4,472.00 | \$5,590.00 |
| 20                 | \$2,353.00                 | \$3,529.50 | \$4,706.00 | \$5,882.50 |
| 21                 | \$2,470.00                 | \$3,705.00 | \$4,940.00 | \$6,175.00 |
| 22                 | \$2,587.00                 | \$3,880.50 | \$5,174.00 | \$6,467.50 |
| 23                 | \$2,704.00                 | \$4,056.00 | \$5,408.00 | \$6,760.00 |
| 24                 | \$2,821.00                 | \$4,231.50 | \$5,642.00 | \$7,052.50 |
| 25                 | \$2,938.00                 | \$4,407.00 | \$5,876.00 | \$7,345.00 |
| 26                 | \$3,172.00                 | \$4,758.00 | \$6,344.00 | \$7,930.00 |
| 27                 | \$3,289.00                 | \$4,933.50 | \$6,578.00 | \$8,222.50 |
| 28                 | \$3,406.00                 | \$5,109.00 | \$6,812.00 | \$8,515.00 |
| 29                 | \$3,523.00                 | \$5,284.50 | \$7,046.00 | \$8,807.50 |
| 30                 | \$3,640.00                 | \$5,460.00 | \$7,280.00 | \$9,100.00 |

# Exhibit L

## Sanitation Fees

### Per Month

|                      |        |
|----------------------|--------|
| Recycling fee        | \$0.50 |
| Litter Abatement Fee | \$1.00 |

### Outside City Limits - Sanitation Fees

| # of Containers    | Number of pickups per week |            |            |             |
|--------------------|----------------------------|------------|------------|-------------|
|                    | 2X                         | 3X         | 4X         | 5X          |
| <b>Residential</b> |                            |            |            |             |
| 0.25               | \$34.50                    |            |            |             |
| 0.5                | \$69.00                    |            |            |             |
| 0.75               | \$103.50                   |            |            |             |
| 1                  | \$138.00                   |            |            |             |
| <b>Commercial</b>  |                            |            |            |             |
| 0.25               | \$48.75                    | \$73.13    | \$97.50    | \$121.88    |
| 0.5                | \$97.50                    | \$146.25   | \$195.00   | \$243.75    |
| 0.75               | \$146.25                   | \$219.38   | \$292.50   | \$365.63    |
| 1                  | \$195.00                   | \$292.50   | \$390.00   | \$487.50    |
| 2                  | \$370.50                   | \$555.75   | \$741.00   | \$926.25    |
| 3                  | \$546.00                   | \$819.00   | \$1,092.00 | \$1,365.00  |
| 4                  | \$721.50                   | \$1,082.25 | \$1,443.00 | \$1,803.75  |
| 5                  | \$897.00                   | \$1,345.50 | \$1,794.00 | \$2,242.50  |
| 6                  | \$1,072.50                 | \$1,608.75 | \$2,145.00 | \$2,681.25  |
| 7                  | \$1,248.00                 | \$1,872.00 | \$2,496.00 | \$3,120.00  |
| 8                  | \$1,423.50                 | \$2,135.25 | \$2,847.00 | \$3,558.75  |
| 9                  | \$1,599.00                 | \$2,398.50 | \$3,198.00 | \$3,997.50  |
| 10                 | \$1,774.50                 | \$2,661.75 | \$3,549.00 | \$4,436.25  |
| 11                 | \$1,950.00                 | \$2,925.00 | \$3,900.00 | \$4,875.00  |
| 12                 | \$2,125.50                 | \$3,188.25 | \$4,251.00 | \$5,313.75  |
| 13                 | \$2,301.00                 | \$3,451.50 | \$4,602.00 | \$5,752.50  |
| 14                 | \$2,476.50                 | \$3,714.75 | \$4,953.00 | \$6,191.25  |
| 15                 | \$2,652.00                 | \$3,978.00 | \$5,304.00 | \$6,630.00  |
| 16                 | \$2,827.50                 | \$4,241.25 | \$5,655.00 | \$7,068.75  |
| 17                 | \$3,003.00                 | \$4,504.50 | \$6,006.00 | \$7,507.50  |
| 18                 | \$3,178.50                 | \$4,767.75 | \$6,357.00 | \$7,946.25  |
| 19                 | \$3,354.00                 | \$5,031.00 | \$6,708.00 | \$8,385.00  |
| 20                 | \$3,529.50                 | \$5,294.25 | \$7,059.00 | \$8,823.75  |
| 21                 | \$3,705.00                 | \$5,557.50 | \$7,410.00 | \$9,262.50  |
| 22                 | \$3,880.50                 | \$5,820.75 | \$7,761.00 | \$9,701.25  |
| 23                 | \$4,056.00                 | \$6,084.00 | \$8,112.00 | \$10,140.00 |
| 24                 | \$4,231.50                 | \$6,347.25 | \$8,463.00 | \$10,578.75 |
| 25                 | \$4,407.00                 | \$6,610.50 | \$8,814.00 | \$11,017.50 |

# Exhibit L

## Sanitation Fees

### Open Top/Compactor Fees

|                                        |                 |
|----------------------------------------|-----------------|
| One-time set up fee (Delivery fee)     | \$51.00 + Tax   |
| Daily Rental                           | \$11.00 + Tax   |
|                                        | \$255.00 + Tax  |
| Haul Charge                            |                 |
| Per Ton Disposal Fee (Landfill Charge) | \$47.38 per ton |

### Removal of Garbage by Other Entity

|                         |          |
|-------------------------|----------|
| Garbage Hauler's Permit | \$500.00 |
|-------------------------|----------|

### Landfill- Dumping and Unloading Charges

|                                    |          |
|------------------------------------|----------|
| Landfill Access Fee-               | \$25.00  |
| Unlimited Landfill Access Fee-year | \$500.00 |
| Minimum Fee under 1 Ton            | \$23.69  |
| Per ton Disposal Fee               | \$47.38  |
| Materials not contained            | \$75.00  |
| Pull off Fee                       | \$77.00  |

### Special Waste/Minor or TDH permit

|                            |         |
|----------------------------|---------|
| Special Waste Fee- Per Ton | \$94.76 |
| Minimum Fee under 1 Ton    | \$47.38 |

# Exhibit M

## Airport

|                                                                          | <u>Fee</u> |
|--------------------------------------------------------------------------|------------|
| Landing Fees (per 1000 pounds of gross landing weight)                   | \$0.70     |
| Air carrier fees (per 1000 pounds of gross landing weight)               | \$0.70     |
| Public Aircraft parking – locally based aircraft (month)                 | \$25.00    |
| Public Aircraft parking – transient aircraft (day)                       | \$1.50     |
| Customer Facility Charge - vehicle rentals (per transaction day)         | \$3.00     |
| <b>Public Parking – CI (Covered)</b>                                     |            |
| 0-30 minutes                                                             | Free       |
| 31-60 minutes                                                            | \$3.00     |
| Every additional hour                                                    | \$2.00     |
| Maximum per 24-hour period                                               | \$16.00    |
| <b>Public Parking – P1 &amp; P3 (Close-In)</b>                           |            |
| 0-30 minutes                                                             | Free       |
| 31-60 minutes                                                            | \$2.00     |
| Every additional hour                                                    | \$1.00     |
| Maximum per 24-hour period                                               | \$13.00    |
| <b>Public Parking – P2 &amp; P4 (Economy)</b>                            |            |
| 0-30 minutes                                                             | Free       |
| 31-60 minutes                                                            | \$2.00     |
| Every additional hour                                                    | \$1.00     |
| Maximum per 24-hour period                                               | \$10.00    |
| <b>Public Parking – C2 (Remote Covered)</b>                              |            |
| 0-30 minutes                                                             | Free       |
| 31-60 minutes                                                            | \$2.00     |
| Every additional hour                                                    | \$1.00     |
| Maximum per 24-hour period                                               | \$12.00    |
| <b>Public Parking – P5 (Remote Economy)</b>                              |            |
| 0-30 minutes                                                             | Free       |
| 31-60 minutes                                                            | \$2.00     |
| Every additional hour                                                    | \$1.00     |
| Maximum per 24-hour period                                               | \$8.00     |
| <b>Ground Transportation Permits -per month, per vehicle</b>             |            |
| Taxicab                                                                  | \$25.00    |
| Buses                                                                    | \$25.00    |
| Courtesy vehicles for off-airport hotel                                  | \$25.00    |
| Courtesy vehicles for off-airport car rental (plus 10% airport revenue)  | \$25.00    |
| Courtesy vehicles for off-airport parking lot (plus 10% airport revenue) | \$25.00    |

# Exhibit M

## Airport

|                                                  | <u>Fee</u> |
|--------------------------------------------------|------------|
| <b>Employee Parking</b>                          |            |
| Annual Employee Parking media (prorated monthly) | \$40.00    |

### Special assessments

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least \$12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.
2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional \$25.00 assessed against that person or entity.

# Exhibit N

## Sports Complex

|                                                                                                                                                          | Fee              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Football/Soccer Stadium</b>                                                                                                                           |                  |
| <i>Sporting Events</i>                                                                                                                                   |                  |
| Half Stadium Rental                                                                                                                                      | \$1,500.00/day   |
| Whole Stadium Rental                                                                                                                                     | \$3,000.00/day   |
| All Inclusive Football Game Package                                                                                                                      | \$10,000.00/game |
| <i>This package includes a whole stadium rental, cleaning, lighting, game officials and staff, operators, security, EMS, and UIL fees, if necessary.</i> |                  |
| <i>Non-Sporting Events</i>                                                                                                                               |                  |
| Non-Profit Deposit                                                                                                                                       | \$1,500.00       |
| Non-Profit Rental                                                                                                                                        | \$1,500.00/day   |
| Commercial Deposit                                                                                                                                       | \$2,500.00       |
| Commercial Rental                                                                                                                                        | \$2,500.00/day   |
| <i>Cleaning Fees</i>                                                                                                                                     |                  |
| Less than 2,000 people                                                                                                                                   | \$1,500/side     |
| More than 2,000 people                                                                                                                                   | \$2,500/side     |
| Lighting Fee                                                                                                                                             | \$75.00/hour     |
| <b>Baseball Stadium</b>                                                                                                                                  |                  |
| Baseball Events                                                                                                                                          | \$750.00/day     |
| <i>Non-Baseball Events</i>                                                                                                                               |                  |
| Non-Profit Deposit                                                                                                                                       | \$1,000.00       |
| Non-Profit Rental                                                                                                                                        | \$1,000.00/day   |
| Commercial Deposit                                                                                                                                       | \$1,500.00       |
| Commercial Rental                                                                                                                                        | \$1,500/day      |
| Cleaning Fees assessed by Midland Rockhounds                                                                                                             |                  |
| Lighting Fee                                                                                                                                             | \$75.00/hour     |
| Groundskeeper and Grounds Material Fees assessed by Midland Rockhounds                                                                                   |                  |
| Diamond Club Deposit                                                                                                                                     | \$100.00         |
| Diamond Club Rental (minimum 2 hours)                                                                                                                    | \$50.00/hour     |
| Diamond Club Cleaning Fee (payable to Midland Rockhounds)                                                                                                | \$150.00         |
| <b>OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUM</b>                                                                                            | <b>Hourly</b>    |
| Video Board Operator                                                                                                                                     | \$50.00          |
| Scoreboard Operator                                                                                                                                      | \$50.00          |
| PA Announcer                                                                                                                                             | \$50.00          |
| Camera Operator                                                                                                                                          | \$45.00          |
| Replay Technician                                                                                                                                        | \$45.00          |
| Sound Operator                                                                                                                                           | \$45.00          |



**SSC - Common Area/Parking Lot Rentals***Pavilion*

|                    |             |
|--------------------|-------------|
| Non-Profit Deposit | \$1,500.00  |
| Non-Profit Rental  | \$1,500/day |
| Commercial Deposit | \$2,000.00  |
| Commercial Rental  | \$2,000/day |

*Parking Lot Only*

|                     |             |
|---------------------|-------------|
| Parking Lot Deposit | \$1,000.00  |
| Set Up/Tear Down    | \$1,000/day |
| Rental Fee          | \$1,500/day |

*Cleaning Fees - Common Area/Parking Lot Rentals*

|                        |            |
|------------------------|------------|
| Less than 1,000 people | \$1,000.00 |
| 1,001 to 2,500 people  | \$1,500.00 |
| More than 2,500 people | \$2,000.00 |

**SSC - Auxiliary Fields***Non-Tournament Fees*

|              |              |
|--------------|--------------|
| Deposit      | \$100.00     |
| Field Rental | \$65.00/hour |

*Tournament Fees*

|                          |                |
|--------------------------|----------------|
| Deposit                  | \$100.00/field |
| Rental                   | \$30.00/game   |
| Cleaning Fee             | \$150.00/field |
| Lighting Fee             | \$25.00/hour   |
| Concession Stand Deposit | \$100.00       |
| Game Cleaning Fee        | \$75/Field     |
| Concession Stand Rental  | \$25.00/hour   |

# Exhibit O

## Miscellaneous

|                                                 | Fee                          |
|-------------------------------------------------|------------------------------|
| <b>Court Fees</b>                               |                              |
| Municipal Court Building Security Fee           | \$3.00                       |
| Municipal Court Technology Fee                  | \$4.00                       |
| Municipal Court Copy Fee                        | \$1.00 per page              |
| <b>Business Regulations</b>                     |                              |
| Closing out sale license fees - 30 days         | \$100.00                     |
| Closing out sale license fees - 60 days         | \$125.00                     |
| Closing out sale license fees - 90 days         | \$150.00                     |
| Peddler license                                 | \$4.00                       |
| Mobile Home/Travel Trailer Park App Fee         | \$10.00                      |
| Mobile Home/Travel Trailer Park License         | \$25 plus \$1 ea.space       |
| Mobile Home Mini Park location app              | \$10.00                      |
| Mobile Home Mini Park revised site plan         | \$10.00                      |
| City Chauffeur's license app fee                | \$25.00                      |
| Airport Cabstand Permit fee (per month)         | \$25.00                      |
| Special police officer license fee (individual) | \$10.00                      |
| Special police officer license fee (firm)       | \$50.00                      |
| Carnival operator's license                     | \$50.00                      |
| Carnival employee's license                     | \$6.00                       |
| Side walk sale application fee                  | \$4.00                       |
| <b>Police Regulations</b>                       |                              |
| Ambulance Services- Basic Life Support          | \$650 + \$10 per mile        |
| Ambulance Services- Advanced Life Support       | \$750 + \$10 per mile        |
| Ambulance Services- Advanced Level II           | \$850 + \$10 per mile        |
| Ambulance Waiting Charge                        | \$200 per hour               |
| Ambulance Service- Outside Midland County       | \$100.00                     |
| Food Truck Fire Inspection                      | \$50 per inspection annually |
| Alarm Permit Application Fee-Commercial         | \$25.00                      |
| Alarm Permit Application Fee-Residential        | \$20.00                      |
| Alarm Permit Renewal Fee -Commercial            | \$20.00                      |
| Alarm Permit Renewal Fee - Residential          | \$15.00                      |
| Alarm Permit Service fee                        | \$50.00                      |
| <b>Franchises</b>                               |                              |
| Telecomm Carrier on public ROW Reg. Fee-        | \$25.00                      |
| Franchise application and review fee            | \$500.00                     |
| Franchise renewal application and review fee    | \$500.00                     |

# Exhibit P

## Right of Way

Right-of-Way License Fees and Rates for crossing property or public right-of-way  
owned by the City of Midland.

Fees (non-refundable):

|                                     |             |
|-------------------------------------|-------------|
| Application Fee:                    | \$ 1,000.00 |
| Application Fee of Expired License: | \$ 1,500.00 |

The City of Midland's Rate and Damage Schedule is 200% of the then-current University Lands Rate and  
Damage Schedule for a 10-year license.

Fees and rates will be paid at the commencement of the 10-year license in one payment.

# Exhibit A

City Secretary

|                                       | Fee              |
|---------------------------------------|------------------|
| <b>Business Regulations</b>           |                  |
| Junk and secondhand goods license     | \$25.00          |
| Renewal of junk and secondhand good   | \$10.00          |
| Alcoholic Beverage License Fee        | 1/2 of State Fee |
| Taxicab annual operating fee (each)   | \$200.00         |
| Limo or Motorbus operating fee (each) | \$100.00         |

# Exhibit B

## Parks

|                                          | Fee            |
|------------------------------------------|----------------|
| <b>SHOWMOBILE</b>                        |                |
| Deposit                                  | \$1,000.00     |
| Rental Fee (minimum of 4 hours)          | \$62.50/hour   |
| Extensions                               | \$100.00       |
| Show Lights                              | \$200.00       |
| Deposit for Show Lights                  | \$500.00       |
| <b>PORTABLE BLEACHERS</b>                |                |
| Deposit                                  | \$100.00       |
| Rental Fee (per day)                     | \$100.00       |
| <b>PORTABLE STAGE</b>                    |                |
| Deposit                                  | \$100.00       |
| Rental Fee                               | \$250.00       |
| <b>TRASH CANS</b>                        |                |
| Deposit                                  | \$100.00       |
| Rental Fee (minimum of 10 cans)          | \$5.00/can/day |
| <b>PARK PAVILION RENTAL</b>              |                |
| Deposit                                  | \$100.00       |
| Rental Fee 9am-10pm                      | \$60.00        |
| Rental Fee 9am-3pm                       | \$30.00        |
| Rental Fee 4pm-10pm                      | \$40.00        |
| <b>BEAL RANCH HOUSE</b>                  |                |
| Deposit no Alcohol                       | \$300.00       |
| Deposit w/Alcohol                        | \$500.00       |
| Rental Fee Per Hour                      | \$50.00        |
| <b>GAZEBO RENTALS - WADLEY AND BEAL</b>  |                |
| Deposit                                  | \$100.00       |
| Rental Fee 9 am- 3 pm                    | \$50.00        |
| Rental Fee 4 pm-10 pm                    | \$50.00        |
| Rental Fee 9 am-10 pm                    | \$100.00       |
| <b>BASEBALL/SOFTBALL FIELD RENTALS</b>   |                |
| Artificial Turf Fields Rental Fee        | \$65.00/hour   |
| Deposit for Artificial Turf Field Rental | \$100.00       |
| Natural Turf Field Rental Fee            | \$25.00/hour   |
| Lights                                   | \$25.00/hour   |
| Tournament Fee                           | \$25.00/team   |
| Tournament Cleaning Fee                  | \$150/field    |
| Tournament Deposit                       | \$100/field    |
| Game Cleaning Fee                        | \$75/Field     |
| <b>FOOTBALL/SOCCER FIELD RENTALS</b>     |                |
| Artificial Turf Fields Rental Fee        | \$65.00/hour   |
| Deposit for Artificial Turf Field Rental | \$100.00       |
| Natural Turf Field Rental Fee            | \$25.00/hour   |
| Lights                                   | \$25.00/hour   |
| Tournament Fee                           | \$30/game      |
| Tournament Cleaning Fee                  | \$150/field    |
| Tournament Deposit                       | \$100/field    |

PACKET

31.37

May 28, 2024

Game Cleaning Fee

\$75/Field

CONCESSION RENTALS

Concession Stand Deposit

\$100.00

Concession Stand Rental

\$25.00/hour

ULMER SAND VOLLEYBALL COURT

Deposit

\$25.00

Rental Fee

\$25.00/day

WHITEHOUSE RENTAL

Deposit

\$200.00

Rental Fee 10 am - 4 pm

\$200.00

Rental Fee 6 pm - 12 am

\$200.00

Rental Fee All Day

\$400.00

# Exhibit C

## Recreation

|                                             | Fee           |
|---------------------------------------------|---------------|
| <b>CITY POOL RATES</b>                      |               |
| Entry Fee                                   | \$5.00        |
| Children under 2                            | Free          |
| 10 Punch Card                               | \$20.00       |
| 25 Punch Card                               | \$40.00       |
| 75 Punch Card                               | \$80.00       |
| Personal Cooler Admission                   | \$10.00       |
| Soda                                        | \$3.00        |
| Water                                       | \$2.00        |
| Snacks                                      | \$2.00        |
| Swim lesson (1 week)                        | \$20.00       |
| Life Jacket Rental                          | Free          |
| <b>PRIVATE RENTALS</b>                      |               |
| DEPOSIT                                     | \$150.00      |
| RENTAL FEE (2 hours)                        | \$850.00      |
| <b>POOL PAVILION RENTALS</b>                |               |
| <b>(Doug Russell Only)</b>                  |               |
| DEPOSIT                                     | \$100.00      |
| RENTAL FEE                                  | \$100/session |
| <b>MARTIN LUTHER KING RECREATION CENTER</b> |               |
|                                             | per hour      |
| <b>Activity Room</b>                        |               |
| During Operation                            | \$25.00       |
| After Hours                                 | \$35.00       |
| Deposit                                     | \$100.00      |
| <b>Activity Rm/with Gameroom</b>            |               |
|                                             | per hour      |
| During Operation                            | \$50.00       |
| After Hours                                 | \$70.00       |
| Deposit                                     | \$300.00      |
| <b>Auditorium</b>                           |               |
|                                             | per hour      |
| During Operation                            | \$50.00       |
| After Hours                                 | \$75.00       |
| Deposit No Alcohol                          | \$500.00      |
| Deposit Alcohol                             | \$750.00      |
| <b>Gymnasium</b>                            |               |
|                                             | per hour      |
| During Operation                            | \$40.00       |
| After Hours                                 | \$60.00       |
| Deposit                                     | \$200.00      |
| MLK Volleyball Net Setup Fee                | \$15.00       |



# Exhibit C

## Recreation

|                       | Fee        |
|-----------------------|------------|
| <b>Training Room</b>  | per hour   |
| Sporting Events ONLY  |            |
| During Operation      | \$50.00    |
| After Hours           | \$75.00    |
| Deposit               | \$1,000.00 |
| Daily Entrance Fee    | \$1.00     |
| Monthly Membership    | \$15.00    |
| <b>MOVIE SCREEN</b>   |            |
| Deposit               | \$1,000.00 |
| Fee (Maximum 4 hours) | \$500.00   |

# Exhibit D

## Health and Senior Services

|                                                      | Fee               |
|------------------------------------------------------|-------------------|
| <b>Environmental Section</b>                         |                   |
| <b>Mobile Food Vendor</b>                            |                   |
| Mobile Food Vendor                                   | \$175.00          |
| Mobile Food (Seasonal)                               | \$105.00          |
| Temporary Permit                                     | \$70.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| <b>Food Services Establishments</b>                  |                   |
| 1 thru 5 employees                                   | \$150.00          |
| 6 thru 10 employees                                  | \$200.00          |
| 11 or more employees                                 | \$250.00          |
| Deli/Meat Market/Bakery                              | \$75.00           |
| Farmers Market                                       | \$50.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| <b>Retail Food Store</b>                             |                   |
| 1 thru 5 employees                                   | \$150.00          |
| 6 thru 10 employees                                  | \$200.00          |
| 11 or more employees                                 | \$250.00          |
| Temporary Permit                                     | \$70.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| <b>Child Care Programs</b>                           |                   |
| Day Care                                             | \$100.00          |
| Foster Care                                          | \$50.00           |
| Child Care Program for after School                  | \$50.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| <b>Swimming Pool, Spa, or Water Feature Permit</b>   |                   |
| Swimming Pool or Spa Permit                          | \$100.00          |
| Water Feature Permit                                 | \$100.00          |
| Non-Profit Yearly                                    | \$30.00           |
| Non-Profit Temporary                                 | \$30.00           |
| Re-inspection (When Establishment is shut down)      | \$75.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| <b>Septic System Inspections</b>                     |                   |
| Septic System Residential                            | \$150.00          |
| Septic System Commercial                             | \$210.00          |
| Septic re-inspection (When fails initial inspection) | \$50.00           |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |
| Late Fee (When not paid by specified date)           | 25% of Permit Fee |

# Exhibit D

## Health and Senior Services

|                                        | Fee                 |
|----------------------------------------|---------------------|
| <b>Clinical Section</b>                |                     |
| <b>Health Department Services</b>      |                     |
| DTaP                                   | \$45.00             |
| Kinrix (DTaP & Polio)                  | \$60.00             |
| Pentacel (DTaP & Polio & Flu Type B)   | \$115.00            |
| IPV (Polio)                            | \$50.00             |
| Pedi HEP A                             | \$40.00             |
| Pedi HEP B                             | \$35.00             |
| HIB (Flu Type B)                       | \$25.00             |
| Vaxelis (DTaP, HIB, Polio & HEB B)     | \$150.00            |
| Rototeq/Rotarix (Rotavirus)            | \$140.00            |
| Proquad (MMR & Varicella)              | \$265.00            |
| PCV 13 (Pneumococcal Conjugate)        | \$260.00            |
| PPSV23 (Pneumococcal Conjugate)        | \$125.00            |
| MMR                                    | \$90.00             |
| Varicella                              | \$165.00            |
| TD (Tetanus & Diptheria)               | \$45.00             |
| TDAP (Tetanus Diptheria and Pertussis) | \$60.00             |
| HPV 9                                  | \$270.00            |
| MCV4 (Meningitis)                      | \$150.00            |
| Menqaudfi (Meningitis)                 | \$200.00            |
| Trumenba (Meningococcal Group B)       | \$180.00            |
| Bexsero (Meningococcal Group B)        | \$200.00            |
| Adult Hep A                            | \$80.00             |
| Adult Hep B                            | \$65.00             |
| Heplisav-Adult Hep B                   | \$125.00            |
| Abrysvo- Adult RSV                     | \$300.00            |
| Beyfortus- Infant RSV                  | \$500.00            |
| RabAvert (Rabies)                      | \$500.00            |
| Imovax (Rabies)                        | \$395.00            |
| Pfizer- Infant (COVID-19)              | \$65.00             |
| Pfizer- Adolescent (COVID-19)          | \$90.00             |
| Pfizer- Adult (COVID-19)               | \$130.00            |
| Moderna- Adult (COVID-19)              | \$145.00            |
| Shingrix (Shingles)                    | \$185.00            |
| Infant flu                             | \$25.00             |
| Flu                                    | \$30.00             |
| High Dose Flu                          | \$65.00             |
| Flublok                                | \$65.00             |
| Yellow Fever                           | \$130.00            |
| STD Testing                            | \$15.00             |
| HIV Testing                            | \$15.00             |
| STD Clinic Treatment                   | \$15.00             |
| <b>PACKET</b>                          | <b>31.42</b>        |
|                                        | <b>May 28, 2024</b> |

# Exhibit D

## Health and Senior Services

|                                                                                | Fee     |
|--------------------------------------------------------------------------------|---------|
| Pregnancy Test-Urine                                                           | \$15.00 |
| Pregnancy Test - Blood                                                         | \$15.00 |
| TB Test                                                                        | \$15.00 |
| TB Clinic                                                                      | \$15.00 |
| Insured                                                                        | \$60.00 |
| TVFC 1=\$10, 2=\$20, >or= 3 = \$30                                             |         |
| Fees In Red- Indicates the fee is not listed or different than stated in code. |         |
| Refugee                                                                        | \$0.00  |
| Medicaid/CHIP                                                                  | \$13.75 |
| Medicare Flu or Pneumonia                                                      | \$60.00 |

# Exhibit E

## Animal Services

|                                                                        | Fee                          |
|------------------------------------------------------------------------|------------------------------|
| <b>Adoption Fees</b>                                                   |                              |
| Adoption Fees (includes micro chipping)                                | \$50 for Cats; \$75 for Dogs |
| Ducks, Rabbits, Other                                                  | \$5.00                       |
| Rescue Fee (rabies, microchip, license)                                | \$32.00                      |
| Humane Coalition Transfer Fee (with micro chipping) Range \$17 to \$25 | \$25.00                      |
| Animal Service Discount                                                | \$6.73                       |
| <b>Vaccines and Medical Fees</b>                                       |                              |
| Rabies (\$10 special event and \$20 reg)                               | \$10.00 or \$20.00           |
| Rabies and Booster (\$15 special event)                                | \$15.00                      |
| <b>Impoundment Fees</b>                                                |                              |
| Impoundment - 1st Offense (altered)                                    | \$25.00                      |
| Impoundment - 1st Offense (unaltered)                                  | \$50.00                      |
| Impoundment - 2nd Offense (altered)                                    | \$50.00                      |
| Impoundment - 2nd Offense (unaltered)                                  | \$75.00                      |
| Impoundment - 3rd+ Offense (altered)                                   | \$75.00                      |
| Impoundment - 3rd+ Offense (unaltered)                                 | \$100.00                     |
| Livestock Impoundment                                                  | \$100.00                     |
| <b>Boarding &amp; Quarantine</b>                                       |                              |
| Boarding (per day)                                                     | \$8.00                       |
| Quarantine Fees (minimum of 10 days)                                   | \$10.00/day                  |
| Home Quarantine Fees (minimum of 10 days)                              | \$5.00/day                   |
| <b>Pick-up Fees</b>                                                    |                              |
| Pickup Fee - Owner release                                             | \$15.00                      |
| Pickup Fee -Owner release (additional animals)                         | \$5.00/each                  |
| Pickup Fee - Deceased                                                  | \$15.00                      |
| Pickup Fee - Dead Small Livestock                                      | \$75.00                      |
| Pickup Fee- Deceased Livestock                                         | \$150.00                     |
| Transfer to Vet Fee                                                    | \$15.00                      |
| <b>Miscellaneous Fees</b>                                              |                              |
| Drop off Fee - Owner release                                           | \$10.00                      |
| Rabies Specimen Shipping                                               | \$75.00                      |
| Wild Animal Permit                                                     | \$25.00                      |
| Dangerous Dog Yearly Registration                                      | \$50.00                      |
| Off Leash Training Permit                                              | \$5.00                       |
| <b>Microchipping</b>                                                   |                              |
| Microchips                                                             | \$8.00                       |
| <b>Pet Services</b>                                                    |                              |
| Flea/Tick Preventative                                                 | \$15.00                      |
| <b>Euthanasia</b>                                                      |                              |
| Euthanasia                                                             | \$15.00                      |
| <b>Pet Licenses</b>                                                    |                              |
| Pet License (yearly)                                                   | \$7.00                       |
| Pet License (replacement)                                              | \$1.00                       |
| <b>Pigeons</b>                                                         |                              |
| Loft Permit for Pigeons                                                | \$3.00                       |
| Renewal of Loft Permit                                                 | \$2.00                       |

# Exhibit F

## Golf Course

|                                                               | Fee      |
|---------------------------------------------------------------|----------|
| Green Fee - Weekday                                           | \$30.00  |
| Green Fee - Weekend                                           | \$35.00  |
| Green Fee - after 4:00                                        | \$20.00  |
| Green Fee - Weekend AM - 9 Holes                              | \$18.00  |
| Green Fee - Weekday Senior                                    | \$20.00  |
| Green Fee - Weekday Senior - 9 Holes                          | \$13.00  |
| Green Fee - Junior/High School/College                        | \$9.50   |
| Green Fee - Senior Annual Pass (Monday- Thursday)             | \$500.00 |
| Green Fee - Senior w/Annual Pass per round                    | \$5.00   |
| Cart Fee - 18 holes per rider                                 | \$15.00  |
| Cart Fee - 9 holes per rider                                  | \$7.50   |
| Tournament Fee - Weekday per player                           | \$55.00  |
| Tournament Fee - Weekend per player                           | \$65.00  |
| Tournament Cooker Fee, per player (revenue to concessionaire) | \$5.00   |
| Range Balls - Small Bucket (w/tax)                            | \$8.00   |
| Range Balls - Medium Bucket (w/tax)                           | \$10.00  |
| Range Balls - Large Bucket (w/tax)                            | \$15.00  |
| Range Balls - Tournament Bucket (w/tax)                       | \$5.00   |
| Club Rental                                                   | \$40.00  |
| Pull Cart Rental                                              | \$5.00   |

# Exhibit G

## Planning

|                                                                                                                                                                                                                                     | Fee        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Preliminary Plat Application</b>                                                                                                                                                                                                 |            |
| Sketch Plan Application (1st review)                                                                                                                                                                                                | \$225.00   |
| Sketch Plan Application (2nd review)                                                                                                                                                                                                | \$100.00   |
| Preliminary Plat Application (up to 50 acres)                                                                                                                                                                                       | \$350.00   |
| Preliminary Plat Application (over 50 acres)                                                                                                                                                                                        | \$500.00   |
| <b>Final Plat Application</b>                                                                                                                                                                                                       |            |
| Standard Plat or Residential Up to 50 acres                                                                                                                                                                                         | \$350.00   |
| Standard Plat or Residential over 50 acres Max                                                                                                                                                                                      | \$500.00   |
| Administrative Plat                                                                                                                                                                                                                 | \$250.00   |
| Digital File Conversion Fee                                                                                                                                                                                                         | \$50.00    |
| Recording Fees- Plats up to 18"x24"                                                                                                                                                                                                 | \$61.00    |
| Recording Fees- Plats over 18"x24"                                                                                                                                                                                                  | \$81.00    |
| Related Documents                                                                                                                                                                                                                   | \$26.00    |
| <b>Replat</b>                                                                                                                                                                                                                       |            |
| Replat with Public Hearing                                                                                                                                                                                                          | \$250.00   |
| Replat without Public Hearing                                                                                                                                                                                                       | \$250.00   |
| <b>Annexation/Zone Change Application</b>                                                                                                                                                                                           |            |
| Standard Zone Change                                                                                                                                                                                                                | \$500.00   |
| Planned District Zone Change                                                                                                                                                                                                        | \$650.00   |
| Multiple PD Proposal Basic                                                                                                                                                                                                          | \$550.00   |
| Multiple PD Proposal Per Additional District                                                                                                                                                                                        | \$100.00   |
| Additional PD Regulations                                                                                                                                                                                                           | \$75.00    |
| Site Plan in PDF Format for City Council                                                                                                                                                                                            | \$50.00    |
| Application Fee                                                                                                                                                                                                                     | \$500.00   |
| Zoning Board of Appeal Fee                                                                                                                                                                                                          | \$600.00   |
| Special Exception Application Fee                                                                                                                                                                                                   | \$500.00   |
| Zone Change in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District | \$0.00     |
| <b>Oil and Gas</b>                                                                                                                                                                                                                  |            |
| Application for Oil and Gas Permit                                                                                                                                                                                                  | \$4,000.00 |
| <b>Credit Access Businesses</b>                                                                                                                                                                                                     |            |
| Application Fee                                                                                                                                                                                                                     | \$50.00    |
| <b>Specific Use Permit (SUP) / Specific Use Designation (SUD)</b>                                                                                                                                                                   |            |
| Application for SUP/SUD with Term for Alcoholic Beverage                                                                                                                                                                            | \$300.00   |
| Application for General SUP/SUD                                                                                                                                                                                                     | \$400.00   |
| Renewal SUP/SUD                                                                                                                                                                                                                     | \$75.00    |
| <b>Temporary Mobile Home</b>                                                                                                                                                                                                        |            |
| Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)                                                                                                                                            | \$50.00    |
| Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)                                                                                                                                | \$100.00   |



# Exhibit G

## Planning

|                                                | Fee      |
|------------------------------------------------|----------|
| <b>Temporary Land Use</b>                      |          |
| Application Fee                                | \$300.00 |
| For each additional event date                 | \$25.00  |
| Clean-Up Deposit                               | \$500.00 |
| Damage Deposit                                 | \$500.00 |
| Outside sale of dogs                           | \$20.00  |
| <b>Site Plan Review</b>                        |          |
| Single PD Amendment                            | \$550.00 |
| Multiple PD Amendment                          | \$650.00 |
| <b>Dedications</b>                             |          |
| Review Fee                                     | \$400.00 |
| <b>Vacation</b>                                |          |
| Application Fee                                | \$400.00 |
| <b>Creation of a Building Site</b>             |          |
| Application Fee                                | \$400.00 |
| <b>Master Sign Plan</b>                        |          |
| Application Fee                                | \$300.00 |
| <b>Traffic Impact</b>                          |          |
| Traffic Impact (Staff Study)                   | \$350.00 |
| Traffic Impact (Review of Submittal)           | \$600.00 |
| <b>Portable Storage Containers</b>             |          |
| Freight or Portable storage cont.- permit fee  | \$125.00 |
| Each add'l on same property                    | \$25.00  |
| 90- day permit fee for storage container       | \$150.00 |
| Each add'l container                           | \$25.00  |
| 45- day permit fee for storage container       | \$125.00 |
| Each add'l container                           | \$25.00  |
| 30 day permit fee for storage container        | \$75.00  |
| <b>Certificate of occupancy and compliance</b> |          |
| Certificate of occupancy and compliance        | \$10.00  |

# Exhibit H

## Code Enforcement

|                                                                                        | Fee                        |
|----------------------------------------------------------------------------------------|----------------------------|
| <b>Building Permits</b>                                                                |                            |
| Construction Permit Fee                                                                | 31.5 cents per square foot |
| Sidewalk/ROW Residential (No building permit)                                          | \$50.00                    |
| Sidewalk/ROW Commercial (No building permit)                                           | \$200.00                   |
| Street Improvement Fee                                                                 | 23 cents per square foot   |
| Fence Fee                                                                              | \$50.00                    |
| Manufactured Home                                                                      | \$200.00                   |
| Manufactured Home Skirting Deposit                                                     | \$100.00                   |
| Moving Fee                                                                             | \$200.00                   |
| Non-Profit Residential                                                                 | \$150.00                   |
| Temporary Structure                                                                    | \$100.00                   |
| Detached Assessory (120Sq.ft or less)                                                  | \$50.00                    |
| Detached Assessory (120Sq.ft to 200 sq.ft.)                                            | \$100.00                   |
| <b>Demolition Permits</b>                                                              |                            |
| Commercial Demo Fee - Building                                                         | \$500.00                   |
| Commerical Demo Fee - Interior                                                         | \$100.00                   |
| Residential or Accessory Bldg                                                          | \$50.00                    |
| <b>Temporary Sign Permits</b>                                                          |                            |
| Permanent Sign Permits                                                                 | \$50.00                    |
| Temporary sign annual permit fee                                                       | \$50.00                    |
| Failure to remove sign- hauling fee                                                    | \$50.00                    |
| Failure to remove sign- daily storage fee                                              | \$10.00                    |
| <b>Oil &amp; Gas Drilling Permits</b>                                                  |                            |
| Amendment Fee                                                                          | \$1,000.00                 |
| Certification Fee & Inspection                                                         | \$300.00                   |
| Oil & Gas Application Fee                                                              | \$4,000.00                 |
| Well Tranfer Fee                                                                       | \$500.00                   |
| <b>*TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended</b> |                            |
| <b>Mobile Home Park Licenses</b>                                                       |                            |
| Mobile Home Park Licenses                                                              | \$25.00 plus \$1 ea/addl   |
| <b>Certificate of Occupancy</b>                                                        |                            |
| Certificate of Occupancy                                                               | \$50.00                    |
| <b>Lot Deposits</b>                                                                    |                            |
| Clearing Deposits (Floor & Foundation) Commercial                                      | \$2,000.00                 |
| Clearing Deposits (Floor & Foundation) Residential                                     | \$600.00                   |
| Clearing Deposits (Rubbish, Litter, Lot)                                               | \$200.00                   |
| Clearing Deposit (Accessory Bldg, Debris, Material)                                    | \$200.00                   |

# Exhibit H

## Code Enforcement

|                                                                                    | <b>Fee</b>              |
|------------------------------------------------------------------------------------|-------------------------|
| <b>Lot Clearing</b>                                                                |                         |
| Administrative Fee                                                                 | \$100.00                |
| Tree Removal                                                                       | \$70.00                 |
| Debris Charge                                                                      | \$110 per ton           |
| Mow Vacant Lot                                                                     | \$0.05 per sq. yd.      |
| Mow Lot with Structure                                                             | \$0.055 per sq. yd.     |
| Mow Acreage                                                                        | \$70 per acre           |
| Mowing Fee                                                                         | \$0.10 per sq. yd.      |
| Special Project                                                                    | \$165.00                |
| Minimum Lot Charge                                                                 | \$45.00                 |
| Tires                                                                              | Reimbursemt+\$2.00/tire |
| <b>Electrical Fees</b>                                                             |                         |
| Minimum Fee                                                                        | \$50.00                 |
| Temporary Service                                                                  | \$50.00                 |
| Temporary Construction Pole                                                        | \$50.00                 |
| Parking Lot Wiring                                                                 | \$50.00                 |
| Building Wiring                                                                    | \$0.05 per sq.ft        |
| Service Change                                                                     | \$50.00                 |
| Sign Electrical Fee                                                                | \$50.00                 |
| Electrical Fixture Fee (for first, \$1.00 each after)                              | \$15.00                 |
| Mobile Home Rewiring (\$5 for each add'l)                                          | \$50.00                 |
| Clearance for Elec Connect/Disconnect Residential                                  | \$50.00                 |
| Reinspection (Red Tag)                                                             | \$50.00                 |
| <b>Mechanical Fees (when not part of bldg.permit)</b>                              |                         |
| Minimum Fee                                                                        | \$50.00                 |
| Inspection for Heating, AC,Venting,Ductwork,Fridge (\$5 for each add'l inspection) | \$50.00                 |
| Fire Extinguishing Permit                                                          | \$50.00                 |
| Boiler Inspections (33K to 1165 BTU)                                               | \$50.00                 |
| Boiler Inspections (1165K to 3300 BTU)                                             | \$50.00                 |
| Boiler Inspections (over 3300 BTU)                                                 | \$50.00                 |
| Reinspection (Red Tag)                                                             | \$50.00                 |
| <b>Gas Fees (when not part of bldg.permit)</b>                                     |                         |
| Minimum Fee                                                                        | \$50.00                 |
| Floor Furnace, Boiler                                                              | \$50.00                 |
| Vented Recessed Heater                                                             | \$50.00                 |
| Gas line service                                                                   | \$50.00                 |
| Vented Appliance (\$10 each add'l)                                                 | \$50.00                 |
| Temporary Connection                                                               | \$50.00                 |
| Reinspection (Red Tag)                                                             | \$50.00                 |

# Exhibit H

## Code Enforcement

|                                                     | <b>Fee</b>     |
|-----------------------------------------------------|----------------|
| <b>Plumbing Fees (when not part of bldg.permit)</b> |                |
| Minimum Fee                                         | \$50.00        |
| Furnace, unit or wall heater (\$10 each add'l)      | \$50.00        |
| Water heater (\$10 each add'l)                      | \$50.00        |
| Water softener                                      | \$50.00        |
| Lawn Sprinkler                                      | \$50.00        |
| Water Line Service                                  | \$50.00        |
| Sewer Line Service                                  | \$50.00        |
| Replumb Bldg                                        | \$0.05 Sq. Ft. |
| Fire Sprinkler                                      | \$0.05 Sq. Ft. |
| Backflow Assembly Device (\$10 each add'l)          | \$50.00        |
| Reinspection (Red Tag)                              | \$30.00        |
| <b>Vendor Permit</b>                                |                |
| Vendor Permit                                       | \$100.00       |
| <b>Water Well Fee</b>                               |                |
| Drill new well                                      | \$50.00        |
| <b>Reinspection Fee</b>                             |                |
| Reinspection (All Permits)                          | \$100.00       |
| <b>Application to Board of Appeals</b>              |                |
| Application                                         | \$200.00       |
| <b>Public Ways and Property</b>                     |                |
| House moving permit fee                             | \$25.00        |
| Network Nodes-5 in same application                 | \$500.00       |
| Each additional node in application                 | \$250.00       |
| Node Support Pole Application                       | \$1,000.00     |
| Fee to attach network node to public ROW pole       | \$20.00        |

# Exhibit I

## Engineering

|                                          | Fee                |
|------------------------------------------|--------------------|
| <b>Traffic</b>                           |                    |
| Street Name and Traffic Control Sign Fee | \$500/intersection |
| Right of Way Use Permit Fee              | \$350.00           |

# Exhibit J

## Water & Sewer Fees

|                                                                    | Fee (as of July 1,<br>2020) |
|--------------------------------------------------------------------|-----------------------------|
| <b>Water Rates Inside City:</b>                                    |                             |
| Base Rate for All Except Apartments for First 2,000 gallons        | \$21.61                     |
| Base Rate for Apartments per Unit for first 2,000 gallons per Unit | \$17.60                     |
| Rate per 1,000 gallons over base of 2,000 up to 10,000             | \$6.11                      |
| Rate per 1,000 gallons from 10,001 up to 25,000                    | \$8.03                      |
| Rate per 1,000 gallons from 25,001 up to 50,000                    | \$10.80                     |
| Irrigation)                                                        | \$13.50                     |
| <b>Sewer Rates Inside City:</b>                                    |                             |
| All Customers Base Rate (First 2,000 gallons)                      | \$21.79                     |
| All Customers Rate per 1,000 after Base Rate                       | \$0.88                      |
| <b>Water Rates Outside City:</b>                                   |                             |
| Base Rate for All Except Apartments for First 2,000 gallons        | \$32.42                     |
| Base Rate for Apartments per Unit for first 2,000 gallons per Unit | \$26.40                     |
| Rate per 1,000 gallons over base of 2,000 up to 10,000             | \$9.17                      |
| Rate per 1,000 gallons from 10,001 up to 25,000                    | \$12.05                     |
| Rate per 1,000 gallons from 25,001 up to 50,000                    | \$16.20                     |
| Irrigation)                                                        | \$20.25                     |
| <b>Sewer Rates Outside City:</b>                                   |                             |
| Residential Base Rate (First 2,000 gallons)                        | \$32.69                     |
| Residential Rate per 1,000 after Base Rate                         | \$1.32                      |
| <b>Miscellaneous:</b>                                              |                             |
| Septage waste hauler discharges and fees (per gallon)              | \$0.30                      |

# Exhibit K

## Customer Service/Utility Billing

|                                                                | Fee        |
|----------------------------------------------------------------|------------|
| <b>Account Billing</b>                                         |            |
| Residential Utility Deposit                                    | \$75.00    |
| Re-read of Water Meter (2nd time)                              | \$25.00    |
| Test of Water Meter (2nd time)                                 | \$25.00    |
| Non-sufficient fund check                                      | \$30.00    |
| Reconnect-Disconnect fee                                       | \$30.00    |
| Application Fee                                                | \$20.00    |
| Transfer Fee                                                   | \$20.00    |
| Tampering/Straight Fee (1st time)                              | \$200.00   |
| Tampering/Straight Fee (2nd time)                              | \$300.00   |
| <b>Water Meters &amp; Tap Fees</b>                             |            |
| 3/4" water meter-with existing meter box                       | \$40.00    |
| 1" water meter-with existing meter box                         | \$100.00   |
| 1" water meter tap (no paving cut or meter installation)       | \$390.00   |
| 1" service charge for tap and meter with meter box             | \$425.00   |
| 2" water meter- with existing meter box                        | \$240.00   |
| 2" water meter tap (no paving cut or meter installation)       | \$564.00   |
| 2" service charge for tap and meter with meter box             | \$710.00   |
| 3" water meter                                                 | \$375.00   |
| 4" water meter                                                 | \$375.00   |
| 4" sewer tap                                                   | \$350.00   |
| 6" sewer tap                                                   | \$400.00   |
| Replacement sewer tap (per line)                               | \$300.00   |
| Fee to abandon line for replacement                            | \$150.00   |
| Paving cut/Boring & Casing Fee                                 | \$400.00   |
| Fire hydrant meter setting or moving                           | \$200.00   |
| Fire Hydrant meter deposit setting                             | \$2,400.00 |
| Drinking Water Testing- Total Coliform (Presence or absence)   | \$18.00    |
| Non-Potable H2O testing- Total Coliform & E.Coli (MPN)         | \$25.00    |
| Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN) | \$25.00    |
| Move a service line no more than 5 feet                        | \$150.00   |



# Exhibit L

## Sanitation Fees

### Inside City Limits

| # of Containers    | Number of pickups per week |            |            |            |
|--------------------|----------------------------|------------|------------|------------|
|                    | 2X                         | 3X         | 4X         | 5X         |
| <b>Residential</b> |                            |            |            |            |
| 0.25               | \$23.00                    |            |            |            |
| 0.5                | \$46.00                    |            |            |            |
| 0.75               | \$69.00                    |            |            |            |
| 1                  | \$92.00                    |            |            |            |
| <b>Commercial</b>  |                            |            |            |            |
| 0.25               | \$32.50                    | \$48.75    | \$65.00    | \$81.25    |
| 0.5                | \$65.00                    | \$97.50    | \$130.00   | \$162.50   |
| 0.75               | \$97.50                    | \$146.25   | \$195.00   | \$243.75   |
| 1                  | \$130.00                   | \$195.00   | \$260.00   | \$325.00   |
| 2                  | \$247.00                   | \$370.50   | \$494.00   | \$617.50   |
| 3                  | \$364.00                   | \$546.00   | \$728.00   | \$910.00   |
| 4                  | \$481.00                   | \$721.00   | \$962.00   | \$1,202.50 |
| 5                  | \$598.00                   | \$897.00   | \$1,196.00 | \$1,495.00 |
| 6                  | \$715.00                   | \$1,072.50 | \$1,430.00 | \$1,787.50 |
| 7                  | \$832.00                   | \$1,248.00 | \$1,664.00 | \$2,080.00 |
| 8                  | \$949.00                   | \$1,423.50 | \$1,898.00 | \$2,372.50 |
| 9                  | \$1,066.00                 | \$1,599.00 | \$2,132.00 | \$2,665.00 |
| 10                 | \$1,183.00                 | \$1,774.50 | \$2,366.00 | \$2,957.50 |
| 11                 | \$1,300.00                 | \$1,950.00 | \$2,600.00 | \$3,250.00 |
| 12                 | \$1,417.00                 | \$2,125.50 | \$2,834.00 | \$3,542.50 |
| 13                 | \$1,534.00                 | \$2,301.00 | \$3,068.00 | \$3,835.00 |
| 14                 | \$1,651.00                 | \$2,476.50 | \$3,302.00 | \$4,127.50 |
| 15                 | \$1,768.00                 | \$2,652.00 | \$3,536.00 | \$4,420.00 |
| 16                 | \$1,885.00                 | \$2,827.50 | \$3,770.00 | \$4,712.50 |
| 17                 | \$2,002.00                 | \$3,003.00 | \$4,004.00 | \$5,005.00 |
| 18                 | \$2,119.00                 | \$3,718.50 | \$4,238.00 | \$5,297.50 |
| 19                 | \$2,236.00                 | \$3,354.00 | \$4,472.00 | \$5,590.00 |
| 20                 | \$2,353.00                 | \$3,529.50 | \$4,706.00 | \$5,882.50 |
| 21                 | \$2,470.00                 | \$3,705.00 | \$4,940.00 | \$6,175.00 |
| 22                 | \$2,587.00                 | \$3,880.50 | \$5,174.00 | \$6,467.50 |
| 23                 | \$2,704.00                 | \$4,056.00 | \$5,408.00 | \$6,760.00 |
| 24                 | \$2,821.00                 | \$4,231.50 | \$5,642.00 | \$7,052.50 |
| 25                 | \$2,938.00                 | \$4,407.00 | \$5,876.00 | \$7,345.00 |
| 26                 | \$3,172.00                 | \$4,758.00 | \$6,344.00 | \$7,930.00 |
| 27                 | \$3,289.00                 | \$4,933.50 | \$6,578.00 | \$8,222.50 |
| 28                 | \$3,406.00                 | \$5,109.00 | \$6,812.00 | \$8,515.00 |
| 29                 | \$3,523.00                 | \$5,284.50 | \$7,046.00 | \$8,807.50 |
| 30                 | \$3,640.00                 | \$5,460.00 | \$7,280.00 | \$9,100.00 |

# Exhibit L

## Sanitation Fees

### Per Month

|                      |        |
|----------------------|--------|
| Recycling fee        | \$0.50 |
| Litter Abatement Fee | \$1.00 |

## Outside City Limits - Sanitation Fees

| # of Containers    | Number of pickups per week |            |            |             |
|--------------------|----------------------------|------------|------------|-------------|
|                    | 2X                         | 3X         | 4X         | 5X          |
| <b>Residential</b> |                            |            |            |             |
| 0.25               | \$34.50                    |            |            |             |
| 0.5                | \$69.00                    |            |            |             |
| 0.75               | \$103.50                   |            |            |             |
| 1                  | \$138.00                   |            |            |             |
| <b>Commercial</b>  |                            |            |            |             |
| 0.25               | \$48.75                    | \$73.13    | \$97.50    | \$121.88    |
| 0.5                | \$97.50                    | \$146.25   | \$195.00   | \$243.75    |
| 0.75               | \$146.25                   | \$219.38   | \$292.50   | \$365.63    |
| 1                  | \$195.00                   | \$292.50   | \$390.00   | \$487.50    |
| 2                  | \$370.50                   | \$555.75   | \$741.00   | \$926.25    |
| 3                  | \$546.00                   | \$819.00   | \$1,092.00 | \$1,365.00  |
| 4                  | \$721.50                   | \$1,082.25 | \$1,443.00 | \$1,803.75  |
| 5                  | \$897.00                   | \$1,345.50 | \$1,794.00 | \$2,242.50  |
| 6                  | \$1,072.50                 | \$1,608.75 | \$2,145.00 | \$2,681.25  |
| 7                  | \$1,248.00                 | \$1,872.00 | \$2,496.00 | \$3,120.00  |
| 8                  | \$1,423.50                 | \$2,135.25 | \$2,847.00 | \$3,558.75  |
| 9                  | \$1,599.00                 | \$2,398.50 | \$3,198.00 | \$3,997.50  |
| 10                 | \$1,774.50                 | \$2,661.75 | \$3,549.00 | \$4,436.25  |
| 11                 | \$1,950.00                 | \$2,925.00 | \$3,900.00 | \$4,875.00  |
| 12                 | \$2,125.50                 | \$3,188.25 | \$4,251.00 | \$5,313.75  |
| 13                 | \$2,301.00                 | \$3,451.50 | \$4,602.00 | \$5,752.50  |
| 14                 | \$2,476.50                 | \$3,714.75 | \$4,953.00 | \$6,191.25  |
| 15                 | \$2,652.00                 | \$3,978.00 | \$5,304.00 | \$6,630.00  |
| 16                 | \$2,827.50                 | \$4,241.25 | \$5,655.00 | \$7,068.75  |
| 17                 | \$3,003.00                 | \$4,504.50 | \$6,006.00 | \$7,507.50  |
| 18                 | \$3,178.50                 | \$4,767.75 | \$6,357.00 | \$7,946.25  |
| 19                 | \$3,354.00                 | \$5,031.00 | \$6,708.00 | \$8,385.00  |
| 20                 | \$3,529.50                 | \$5,294.25 | \$7,059.00 | \$8,823.75  |
| 21                 | \$3,705.00                 | \$5,557.50 | \$7,410.00 | \$9,262.50  |
| 22                 | \$3,880.50                 | \$5,820.75 | \$7,761.00 | \$9,701.25  |
| 23                 | \$4,056.00                 | \$6,084.00 | \$8,112.00 | \$10,140.00 |
| 24                 | \$4,231.50                 | \$6,347.25 | \$8,463.00 | \$10,578.75 |
| 25                 | \$4,407.00                 | \$6,610.50 | \$8,814.00 | \$11,017.50 |

PACKET

31.55

May 28, 2024

# Exhibit L

## Sanitation Fees

### Open Top/Compactor Fees

|                                        |                 |
|----------------------------------------|-----------------|
| One-time set up fee (Delivery fee)     | \$51.00 + Tax   |
| Daily Rental                           | \$11.00 + Tax   |
|                                        | \$255.00 + Tax  |
| Haul Charge                            |                 |
| Per Ton Disposal Fee (Landfill Charge) | \$47.38 per ton |

### Removal of Garbage by Other Entity

|                         |          |
|-------------------------|----------|
| Garbage Hauler's Permit | \$500.00 |
|-------------------------|----------|

### Landfill- Dumping and Unloading Charges

|                                    |          |
|------------------------------------|----------|
| Landfill Access Fee-               | \$25.00  |
| Unlimited Landfill Access Fee-year | \$500.00 |
| Minimum Fee under 1 Ton            | \$23.69  |
| Per ton Disposal Fee               | \$47.38  |
| Materials not contained            | \$75.00  |
| Pull off Fee                       | \$77.00  |

### Special Waste/Minor or TDH permit

|                            |         |
|----------------------------|---------|
| Special Waste Fee- Per Ton | \$94.76 |
| Minimum Fee under 1 Ton    | \$47.38 |

# Exhibit M

## Airport

|                                                                          | <b>Fee</b> |
|--------------------------------------------------------------------------|------------|
| Landing Fees (per 1000 pounds of gross landing weight)                   | \$0.70     |
| Air carrier fees (per 1000 pounds of gross landing weight)               | \$0.70     |
| Public Aircraft parking – locally based aircraft (month)                 | \$25.00    |
| Public Aircraft parking – transient aircraft (day)                       | \$1.50     |
| Customer Facility Charge - vehicle rentals (per transaction day)         | \$3.00     |
| <b>Public Parking – CI (Covered)</b>                                     |            |
| 0-30 minutes                                                             | Free       |
| 31-60 minutes                                                            | \$3.00     |
| Every additional hour                                                    | \$2.00     |
| Maximum per 24-hour period                                               | \$16.00    |
| <b>Public Parking – P1 &amp; P3 (Close-In)</b>                           |            |
| 0-30 minutes                                                             | Free       |
| 31-60 minutes                                                            | \$2.00     |
| Every additional hour                                                    | \$1.00     |
| Maximum per 24-hour period                                               | \$13.00    |
| <b>Public Parking – P2 &amp; P4 (Economy)</b>                            |            |
| 0-30 minutes                                                             | Free       |
| 31-60 minutes                                                            | \$2.00     |
| Every additional hour                                                    | \$1.00     |
| Maximum per 24-hour period                                               | \$10.00    |
| <b>Public Parking – C2 (Remote Covered)</b>                              |            |
| 0-30 minutes                                                             | Free       |
| 31-60 minutes                                                            | \$2.00     |
| Every additional hour                                                    | \$1.00     |
| Maximum per 24-hour period                                               | \$12.00    |
| <b>Public Parking – P5 (Remote Economy)</b>                              |            |
| 0-30 minutes                                                             | Free       |
| 31-60 minutes                                                            | \$2.00     |
| Every additional hour                                                    | \$1.00     |
| Maximum per 24-hour period                                               | \$8.00     |
| <b>Ground Transportation Permits -per month, per vehicle</b>             |            |
| Taxicab                                                                  | \$25.00    |
| Buses                                                                    | \$25.00    |
| Courtesy vehicles for off-airport hotel                                  | \$25.00    |
| Courtesy vehicles for off-airport car rental (plus 10% airport revenue)  | \$25.00    |
| Courtesy vehicles for off-airport parking lot (plus 10% airport revenue) | \$25.00    |

# Exhibit M

## Airport

|                                                  | <u>Fee</u> |
|--------------------------------------------------|------------|
| <b>Employee Parking</b>                          |            |
| Annual Employee Parking media (prorated monthly) | \$40.00    |

### Special assessments

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least \$12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.
2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional \$25.00 assessed against that person or entity.

# Exhibit N

## Sports Complex

|                                                                                                                                                          | Fee              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Football/Soccer Stadium</b>                                                                                                                           |                  |
| <i>Sporting Events</i>                                                                                                                                   |                  |
| Half Stadium Rental                                                                                                                                      | \$1,500.00/day   |
| Whole Stadium Rental                                                                                                                                     | \$3,000.00/day   |
| All Inclusive Football Game Package                                                                                                                      | \$10,000.00/game |
| <i>This package includes a whole stadium rental, cleaning, lighting, game officials and staff, operators, security, EMS, and UIL fees, if necessary.</i> |                  |
| <i>Non-Sporting Events</i>                                                                                                                               |                  |
| Non-Profit Deposit                                                                                                                                       | \$1,500.00       |
| Non-Profit Rental                                                                                                                                        | \$1,500.00/day   |
| Commercial Deposit                                                                                                                                       | \$2,500.00       |
| Commercial Rental                                                                                                                                        | \$2,500.00/day   |
| <i>Cleaning Fees</i>                                                                                                                                     |                  |
| Less than 2,000 people                                                                                                                                   | \$1,500/side     |
| More than 2,000 people                                                                                                                                   | \$2,500/side     |
| Lighting Fee                                                                                                                                             | \$75.00/hour     |
| <b>Baseball Stadium</b>                                                                                                                                  |                  |
| Baseball Events                                                                                                                                          | \$750.00/day     |
| <i>Non-Baseball Events</i>                                                                                                                               |                  |
| Non-Profit Deposit                                                                                                                                       | \$1,000.00       |
| Non-Profit Rental                                                                                                                                        | \$1,000.00/day   |
| Commercial Deposit                                                                                                                                       | \$1,500.00       |
| Commercial Rental                                                                                                                                        | \$1,500/day      |
| Cleaning Fees assessed by Midland Rockhounds                                                                                                             |                  |
| Lighting Fee                                                                                                                                             | \$75.00/hour     |
| Groundskeeper and Grounds Material Fees assessed by Midland Rockhounds                                                                                   |                  |
| Diamond Club Deposit                                                                                                                                     | \$100.00         |
| Diamond Club Rental (minimum 2 hours)                                                                                                                    | \$50.00/hour     |
| Diamond Club Cleaning Fee (payable to Midland Rockhounds)                                                                                                | \$150.00         |
| <b>OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUM</b>                                                                                            | <b>Hourly</b>    |
| Video Board Operator                                                                                                                                     | \$50.00          |
| Scoreboard Operator                                                                                                                                      | \$50.00          |
| PA Announcer                                                                                                                                             | \$50.00          |
| Camera Operator                                                                                                                                          | \$45.00          |
| Replay Technician                                                                                                                                        | \$45.00          |
| Sound Operator                                                                                                                                           | \$45.00          |

**SSC - Common Area/Parking Lot Rentals***Pavilion*

|                    |             |
|--------------------|-------------|
| Non-Profit Deposit | \$1,500.00  |
| Non-Profit Rental  | \$1,500/day |
| Commercial Deposit | \$2,000.00  |
| Commercial Rental  | \$2,000/day |

*Parking Lot Only*

|                     |             |
|---------------------|-------------|
| Parking Lot Deposit | \$1,000.00  |
| Set Up/Tear Down    | \$1,000/day |
| Rental Fee          | \$1,500/day |

*Cleaning Fees - Common Area/Parking Lot Rentals*

|                        |            |
|------------------------|------------|
| Less than 1,000 people | \$1,000.00 |
| 1,001 to 2,500 people  | \$1,500.00 |
| More than 2,500 people | \$2,000.00 |

**SSC - Auxiliary Fields***Non-Tournament Fees*

|              |              |
|--------------|--------------|
| Deposit      | \$100.00     |
| Field Rental | \$65.00/hour |

*Tournament Fees*

|                          |                |
|--------------------------|----------------|
| Deposit                  | \$100.00/field |
| Rental                   | \$30.00/game   |
| Cleaning Fee             | \$150.00/field |
| Lighting Fee             | \$25.00/hour   |
| Concession Stand Deposit | \$100.00       |
| Game Cleaning Fee        | \$75/Field     |
| Concession Stand Rental  | \$25.00/hour   |



# Exhibit O

## Miscellaneous

|                                                 | Fee                          |
|-------------------------------------------------|------------------------------|
| <b>Court Fees</b>                               |                              |
| Municipal Court Building Security Fee           | \$3.00                       |
| Municipal Court Technology Fee                  | \$4.00                       |
| Municipal Court Copy Fee                        | \$1.00 per page              |
| <b>Business Regulations</b>                     |                              |
| Closing out sale license fees - 30 days         | \$100.00                     |
| Closing out sale license fees - 60 days         | \$125.00                     |
| Closing out sale license fees - 90 days         | \$150.00                     |
| Peddler license                                 | \$4.00                       |
| Mobile Home/Travel Trailer Park App Fee         | \$10.00                      |
| Mobile Home/Travel Trailer Park License         | \$25 plus \$1 ea.space       |
| Mobile Home Mini Park location app              | \$10.00                      |
| Mobile Home Mini Park revised site plan         | \$10.00                      |
| City Chauffeur's license app fee                | \$25.00                      |
| Airport Cabstand Permit fee (per month)         | \$25.00                      |
| Special police officer license fee (individual) | \$10.00                      |
| Special police officer license fee (firm)       | \$50.00                      |
| Carnival operator's license                     | \$50.00                      |
| Carnival employee's license                     | \$6.00                       |
| Side walk sale application fee                  | \$4.00                       |
| <b>Police Regulations</b>                       |                              |
| Ambulance Services- Basic Life Support          | \$650 + \$10 per mile        |
| Ambulance Services- Advanced Life Support       | \$750 + \$10 per mile        |
| Ambulance Services- Advanced Level II           | \$850 + \$10 per mile        |
| Ambulance Waiting Charge                        | \$200 per hour               |
| Ambulance Service- Outside Midland County       | \$100.00                     |
| Food Truck Fire Inspection                      | \$50 per inspection annually |
| Alarm Permit Application Fee-Commercial         | \$25.00                      |
| Alarm Permit Application Fee-Residential        | \$20.00                      |
| Alarm Permit Renewal Fee -Commercial            | \$20.00                      |
| Alarm Permit Renewal Fee - Residential          | \$15.00                      |
| Alarm Permit Service fee                        | \$50.00                      |
| <b>Franchises</b>                               |                              |
| Telecomm Carrier on public ROW Reg. Fee-        | \$25.00                      |
| Franchise application and review fee            | \$500.00                     |
| Franchise renewal application and review fee    | \$500.00                     |

# Exhibit P

## Right of Way

Right-of-Way License Fees and Rates for crossing property or public right-of-way  
owned by the City of Midland.

Fees (non-refundable):

|                                     |             |
|-------------------------------------|-------------|
| Application Fee:                    | \$ 1,000.00 |
| Application Fee of Expired License: | \$ 1,500.00 |

The City of Midland's Rate and Damage Schedule is 200% of the then-current University Lands Rate and  
Damage Schedule for a 10-year license.

Fees and rates will be paid at the commencement of the 10-year license in one payment.