CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
June 10, 2025 - 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 – Father Bala Anthony Govindu, St. Stephen's Catholic 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 Proclamation for "Emancipation Proclamation Celebration Days"

   3b. Presentation of Proclamation for FMH Foundation's contributions to the community

   3c. Presentation of Proclamation for "Dr. Richard Bartlett Day"

   3d. Midland Homeless Coalition Update

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF MAY 27, 2025

5. 2025-077 – RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LTD, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY STRUCTURE AT DUNAGAN PARK FOR A TOTAL COST OF $228,489.00; APPROVING $71,922.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

6. 2025-078 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2025 CITYWIDE PAVEMENT MARKING PROJECT TO LINEAR TRAFFIC MARKINGS LLC OF FORT WORTH, TEXAS, AT A TOTAL COST NOT TO EXCEED $500,000.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2025-079 – RESOLUTION AWARDING A CONTRACT TO EMS MANAGEMENT & CONSULTANTS, INC. D/B/A EMS|MC FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES DEBT COLLECTION SERVICES FOR THE FIRE DEPARTMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 055-2025 – MOTION AUTHORIZING THE EXECUTION OF A MASTER INTERLOCAL AGREEMENT WITH 791 PURCHASING COOPERATIVE; SAID AGREEMENT PROVIDING FOR COOPERATIVE PURCHASING SERVICES THROUGH THE PROGRAMS ADMINISTERED BY 791 PURCHASING COOPERATIVE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 056-2025 – MOTION APPROVING A CONSENT AND AMENDMENT AGREEMENT REGARDING (I) THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT DATED NOVEMBER 13, 2018, (II) THAT CERTAIN SUBLEASE AGREEMENT DATED NOVEMBER 13, 2018, AND (III) THAT CERTAIN SECURITY AGREEMENT DATED NOVEMBER 13, 2018, ALL BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND AST & SCIENCE LLC **(DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

10. 057-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SUPREME INDUSTRIAL PARK, BEING A 38.02-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST COUNTY ROAD 148, APPROXIMATELY 449 FEET WEST OF SOUTH COUNTY ROAD 1285) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

11. 058-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF ELEVATE CHURCH, BEING A PLAT OF A 27.06-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF OCCIDENTAL PARKWAY, APPROXIMATELY 850 FEET WEST OF NORTH FAIRGROUNDS ROAD) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

12. 059-2025 – MOTION AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT WITH ONEOK WESTEX TRANSMISSION, L.L.C. ("ONEOK") FOR THE REMOVAL OF A BLOCK VALVE AND METER FACILITY AND THE ENCASEMENT OF

PIPELINES (THE "ONEOK PROJECT") TO ACCOMMODATE THE EXPANSION OF BRIARWOOD AVENUE; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL OTHER DOCUMENTS NECESSARY FOR THE ONEOK PROJECT; RATIFYING THE DEPUTY CITY MANAGER'S EXECUTION OF A LETTER AGREEMENT WITH ONEOK REGARDING THAT CERTAIN RELOCATION AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND ONEOK DATED OCTOBER 10, 2024 (THE "FAIRGROUNDS ROAD AGREEMENT"), WHICH AUTHORIZES ONEOK TO APPLY THE REFUND OF $252,678.02 DUE TO THE CITY UNDER THE FAIRGROUNDS ROAD AGREEMENT AS A CREDIT AGAINST THE AMOUNT THE CITY SHALL OWE ONEOK FOR THE ONEOK PROJECT UNDER THE REIMBURSEMENT AGREEMENT; AND APPROPRIATING THE SUM OF $200,600.00 FROM THE FAIRGROUNDS ROAD TO MOCKINGBIRD PROJECT AND THE SUM OF $143,221.98 FROM THE PAVING OF BRIARWOOD AVENUE PROJECT TO A PROJECT ACCOUNT FOR SAID ONEOK PROJECT **(DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

SECOND READINGS

13. 10619 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A 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 (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

14. 10633 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 27, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

15. 10634 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,500-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 340 FEET WEST OF EDWARDS STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BOOKSTORE 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 MAY 27, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

16. 10636 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN APPROXIMATE 0.167-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH A STREET AND WEST MISSOURI AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 27, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

17. 10637 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST HALF OF LOT 13 AND ALL OF LOT 14, BLOCK 6, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH F STREET AND WEST TENNESSEE AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA; 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 (FIRST READING HELD MAY 27, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

18. 10638 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 7, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND HOUSTON 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 MAY 27, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

19. 10639 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST TEXAS AVENUE AND NORTH MINEOLA 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 MAY 27, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

20. 10640 – AN ORDINANCE AMENDING TITLE VIII, “FOOD ESTABLISHMENTS, HEALTH AND GENERAL SANITATION”, CHAPTER 6, “GARBAGE, TRASH AND RUBBISH”, SECTION 18, “ACCUMULATION OF STAGNANT WATER, FILTH, WEEDS, BRUSH, AND DEBRIS ON LOTS”, SUBSECTION (B), “AFFIRMATIVE DEFENSES”, PARAGRAPH 1 OF THE MIDLAND CITY CODE SO AS TO LIMIT THE APPLICATION OF THE AFFIRMATIVE DEFENSE IN SAID PARAGRAPH TO WEEDS OR TALL GRASS LESS THAN 12 INCHES TALL AND BRUSH LESS THAN TWO FEET TALL; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

21. 10641 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO O-2, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

22. 10642 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 16, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

(GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH BIG SPRING STREET), BY PERMITTING A REDUCED FRONT YARD SETBACK; 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

23. 10643 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 1, TEXLAND ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TEXLAND CIRCLE, APPROXIMATELY 295 FEET WEST OF NORTH GARFIELD STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

24. 10644 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 8, 9, AND 10, BLOCK 21, MOODY ADDITION, 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 NORTH MADISON STREET, APPROXIMATELY 120 FEET SOUTH OF EAST ILLINOIS 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)**

25. 10645 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR BLOCK 13, UNRECORDED PLAT OF CAROL CREST ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST TAYLOR AVENUE AND WAYSIDE DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

26. 060-2025 – HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND

THE COMMUNITY DEVELOPMENT BLOCK GRANT PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE, AND RECOMMENDATIONS REGARDING THE 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION SUBMISSIONS AND THE FIRST YEAR ACTION PLAN IN ACCORDANCE WITH THE 2025-2030 FIVE-YEAR CONSOLIDATED PLAN (PUBLIC HEARING ONLY) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

MISCELLANEOUS

27. 061-2025 – RECEIVE, DISCUSS, AND TAKE ACTION ON A STAFF PRESENTATION ON A LONG-TERM WATER ACCESS AND SUSTAINABILITY PLAN FOR NORTHEAST MIDLAND, SOUTH OF LOOP 250 AND EAST OF FAIRGROUNDS ROAD **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

28. PRESENTATION ON THE CITY OF MIDLAND BUDGET BY CHRISTY WEAKLAND, DIRECTOR OF FINANCE

29. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT ALL) (CITY SECRETARYS OFFICE)**

PUBLIC COMMENT

30. 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

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

    a. Section 551.071, Consultation with Attorney

    a.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.

    b. Section 551.072, Deliberation Regarding Real Property

    b.1. Discuss the purchase, exchange, lease or value of real property.

    c. Section 551.074, Personnel Matters

    c.1. Deliberate the employment, evaluation, and duties of the City Manager, Interim

City Attorney, Special Counsel, City Secretary, Municipal Court Presiding Judge and Municipal Court Associate Judge.

d. Section 551.087, Deliberate Economic Development Negotiations

d.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.

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.

City Council Meeting

Item Number: 3d

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Elizabeth Triggs, Director

Subject: MIDLAND HOMELESS COALITION UPDATE (DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The purpose of this presentation is to provide an update from the Midland Homeless Coalition, including information outlining the organization's history, mission, collaborative framework, and role in supporting the local continuum of care for individuals experiencing homelessness in Midland.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

None

Strategic Priority:

(Quality of Life and Place)

Discussion:

Background & Mission

- The Midland Homeless Coalition was founded in 2000 by Diann Koehl and Don Hellinghausen.
- Since 2005, it has played a key role in data collection to monitor homelessness trends and service needs.
- Since 2018, the Coalition has focused on enhancing collaboration, avoiding service

duplication, and increasing public education and advocacy efforts.

Core Functions

- Tracks homelessness trends and identifies service gaps.
- Develops targeted interventions and advocates for systemic housing solutions.
- Engages in public education to raise awareness of homelessness challenges and opportunities for support.

Collaborative Activities

- Partners to host outreach efforts such as clinics, the annual Point-in-Time (P.I.T.) Count, resource fairs, and Warm Hearts events.
- Member organizations span a wide range of services from emergency shelters to permanent housing providers.

Continuum of Care (CoC) Participation

The Coalition actively supports the local continuum of care structure, ensuring coordination across the full housing spectrum:

- **Emergency Housing & Services:** Provided by entities like Breaking Bread, The Salvation Army, Casa de Amigos, and others.
- **Transitional Housing:** Supported by organizations such as Family Promise, Midland Fair Havens, and Buckner Family Pathways.
- **Permanent Housing:** Delivered by partners including Habitat for Humanity, Midland Housing Authority, and Section 8 Housing providers.

City Manager's Office

MIDLAND HOMELESS COALITION

HISTORY OF MIDLAND HOMELESS COALITION

2000 FOUNDED BY DIANN KOEHL AND DON HELLINGHAUSEN

- COORDINATED CONTINUUM OF CARE
- RAISED AWARENESS FOR HOUSING SOLUTIONS

2005-PRESENT COLLECTS DATA TO:

- IDENTIFY SERVICE GAPS
- TRACK HOMELESSNESS TRENDS
- PLAN TARGETED INTERVENTIONS

2018-PRESENT PRIORITIZES COLLABORATION

- AVOIDS SERVICE DUPLICATION
- EDUCATES THE PUBLIC
- ADVOCATES FOR OUR HOMELESS NEIGHBORS

MEMBERS OF MIDLAND HOMELESS COALITION

COLLABORATION WITHIN MIDLAND HOMELESS COALITION

- CLINICS
- WARM HEARTS
- P.I.T. COUNT
- RESOURCE FAIRS

CONTINUUM OF CARE

EMERGENCY HOUSING & SERVICES

- Breaking Bread
- The Salvation Army
- Glean Up (TFE)
- Casa de Amigos
- Safe Place
- PermiaCare
- MMH
- MRCCAC

TRANSITIONAL HOUSING

- Family Promise of Midland
- Midland Fair Havens
- Buckner (Family Pathways)

PERMANENT HOUSING

- The Field's Edge
- Section 8 Housing
- Habitat for Humanity
- Midland Community Development Corp.
- Midland Housing Authority

MEET DEAN SAWYER

MIDLAND CITY COUNCIL
MINUTES
May 27, 2025

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., May 27, 2025.

Council Members present:	John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Ortiz, City Governance Officer/City Secretary Marcia Bentley-German, Interim City Attorney Nicholas Toulet-Crump

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

OPENING ITEMS

1. Invocation – Pastor Jon Slayden, Hope Community 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 by Chief Information Officer Gorgees Eskander regarding Cybersecurity

   Chief Information Officer Gorgees Eskander gave a brief presentation of the cybersecurity issues going on across Texas. Mr. Eskander reviewed how to protect the City with layers of defense such as annual training's, preventative controls, detective controls and administrative controls. Mr. Eskander reported on cyber attacks year to date, multi-factor authentication and enforcement of complex passwords. Mr. Eskander also reviewed how long it takes a hacker to crack a password and reported that they train everyone, every year. The IT Department is being proactive by updating policies and backup systems as ransomware can delete backup systems if hacked.

CONSENT AGENDA

DRAFT

4. MOTION APPROVING THE FOLLOWING MINUTES:

4a. SPECIAL SESSION OF APRIL 29, 2025

4b. REGULAR SESSION OF MAY 13, 2025

5. 2025-072 – RESOLUTION ADOPTING THE FUNDING SOUNDNESS RESTORATION PLAN OF THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND IN ACCORDANCE WITH TEXAS GOVERNMENT CODE § 802.2015 **(DISTRICT: NONE) (FINANCE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

7. 2025-074 – RESOLUTION APPROVING THE SELECTION OF ENPROTEC / HIBBS & TODD, INC., FREESE AND NICHOLS, INC., GARVER, LLC, HDR ENGINEERING, INC., KIMLEY-HORN AND ASSOCIATES INC., MAVERICK CIVIL & SURVEY, LLC D/B/A MAVERICK ENGINEERING, INC., AND PARKHILL, SMITH & COOPER, INC., AS RESPECTIVE FIRST CHOICES FOR PERFORMANCE OF ON-CALL ENGINEERING SUPPORT SERVICES FOR THE UTILITIES DEPARTMENT OVER THE NEXT FIVE (5) YEARS; AND PROVIDING THAT ANY AGREEMENT EXCEEDING $100,000.00 SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2025-075 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GEOGRAPHIC INFORMATION SERVICES, INC., D/B/A AXIM GEOSPATIAL, LLC, FOR ARCGIS UTILITY NETWORK IMPLEMENTATION SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A COST OF $169,043.43 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2025-076 – RESOLUTION RELEASING AN APPROXIMATE 0.170-ACRE UTILITY EASEMENT OUT OF LOT 2B, BLOCK 1, MUSTANG INDUSTRIAL PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF MARKET STREET, APPROXIMATELY 400 FEET NORTH OF WEST INTERSTATE 20); AUTHORIZING THE EXECUTION OF AN INSTRUMENT MEMORIALIZING SAID RELEASE; AND ORDERING RECORDATION OF SAID INSTRUMENT BY THE CITY SECRETARY **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Amy Stretcher Burkes moved to approve Consent Agenda items 4 – 12, excluding items 6, 10, 11 and 12; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

DRAFT

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

6. 2025-073 – RESOLUTION AWARDING TWO CONTRACTS FOR ON-CALL TEMPORARY TRAFFIC CONTROL SERVICES FOR THE ENGINEERING SERVICES DEPARTMENT TO WEST TEXAS BARRICADES, LLC, DOING BUSINESS AS BARRICADES UNLIMITED, AND FC TRAFFIC CONTROL, INC.; EACH CONTRACT BEING FOR A TERM THAT SHALL END ON SEPTEMBER 30, 2025, WITH AN OPTION FOR THE CITY TO RENEW THE CONTRACT FOR UP TO FOUR ONE-YEAR TERMS; THE TOTAL COST OF EACH CONTRACT NOT TO EXCEED $150,000.00 PER TERM; AND AUTHORIZING PAYMENT

   Engineering Services Director Gabriel McClelland gave a brief overview of the item noting that many times these services are used for emergency or various situations. This item will extend the contract for a variety of traffic needs.

   Jack Ladd moved to approve Resolution No. 2025-073; seconded by John Norman.

   The motion passed by the following vote:
   AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
   NAY: None
   ABSTAIN: None
   ABSENT: None

10. 050-2025 – MOTION AUTHORIZING THE EXECUTION OF A COMMERCIAL HANGAR LEASE AGREEMENT WITH STARFIGHTERS INTERNATIONAL, INC., REGARDING THAT CERTAIN 33,700 SQUARE-FOOT FACILITY LOCATED ON PORTIONS OF LOT 2A, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL ADDITION, AND LOT 3B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS

    Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a lease agreement with Starfighters International. This lease allows them to temporarily use current vacant hanger space at the Midland International Air and Spaceport.

    Council Member Burkholder commented how this will be a good way to generate revenue and save future costs.

    Amy Stretcher Burkes moved to approve Motion No. 050-2025; seconded by Jack Ladd.

    The motion passed by the following vote:
    AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
    NAY: None
    ABSTAIN: None
    ABSENT: None

11. 051-2025 – MOTION APPROVING THAT CERTAIN AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND

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DEVELOPMENT CORPORATION AND FLOUR CHILD BAKED GOODS, LLC.

Midland Development Corporation Director Sara Harris gave a brief overview of the item noting the only change to this agreement is that the location of the expansion of the business has changed from a specific address to anywhere within the city limits of Midland. The business will remain where they are for now but may expand in the future. The job and capital investment requirements are the same and are not tied to a specific location for expansion.

John Norman moved to approve Motion No. 051-2025; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Stretcher Burkes, Blong, Stubbs, Ladd, Norman
NAY: Burkholder, Poole
ABSTAIN: None
ABSENT: None

12. 052-2025 – MOTION ACCEPTING THE DONATION OF A 2021 CONTINENTAL 6' X 12' CARGO TRAILER FROM MR. CHRISTOPHER ANDREWS; SAID CARGO TRAILER SHALL BE UTILIZED BY THE MIDLAND POLICE DEPARTMENT NEGOTIATOR UNIT

Chief Snow reported Christopher Anderson is the person who donated.

Council Member Ladd wanted Council to have a chance to thank Mr. Anderson for the donation.

Jack Ladd moved to approve Motion No. 052-2025; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

SECOND READINGS

13. 10618 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 5.57-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND SOLOMON LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10618.

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Scott Dufford spoke in opposition of going from Office District to Regional Retail due to several reasons including not knowing what will be built in the future.

Adam Sturdivant, 2306 W. Dengar, Kent Kwik, reported on what will be done to mitigate traffic concerns.

Council Member Stubbs reported on several items of concern from traffic and the need for a traffic signal, to better access and control for the nearby fire station.

Deputy City Manager Jose Ortiz reported on medians and traffic and what can be done to help this area.

Brian Stubbs moved to approve the second and final reading of Ordinance No. 10618; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Norman
NAY: Ladd
ABSTAIN: None
ABSENT: None

14. 10621 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 28, 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 AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST NEW YORK AVENUE AND SOUTH STONEWALL 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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10621.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10621; seconded by John Norman.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

15. 10622 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.50-ACRE TRACT OF LAND OUT OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF TODD DRIVE, APPROXIMATELY 1,070 FEET NORTH OF EAST COUNTY ROAD 77); CONTAINING A CUMULATIVE

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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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10622.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10622; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

16. 10623 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST MONTGOMERY AVENUE AND 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 (FIRST READING HELD MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10623.

John Norman moved to approve the second and final reading of Ordinance No. 10623; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

17. 10624 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 28, MOODY ADDITION, 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 NORTH MADISON STREET, APPROXIMATELY 80 FEET NORTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

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Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10624.

John Norman moved to approve the second and final reading of Ordinance No. 10624; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

18. 10625 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 48, WESTRIDGE PARK ADDITION, SECTION 55, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); 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 MAY 13, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10625.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10625; seconded by John Norman.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

19. 10626 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.4282-ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE INTERSECTION OF SOUTH COUNTY ROAD 1232 AND WEST COUNTY ROAD 120); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD MAY 13, 2025) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10626.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it's an annexation & partnership with the County. Deputy City Manager Jose

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Ortiz reported this is part of a partnership with the County to place a traffic signal located at Highway 158 and Sinclar Avenue.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10626; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

20. 10627 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 AND 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CLOVERDALE ROAD, APPROXIMATELY 100 FEET EAST OF SOUTH WEBSTER 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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10627.

John Norman moved to approve the second and final reading of Ordinance No. 10627; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

21. 10628 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, GREENWOOD ADDITION, SECTION 2, 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 70 FEET SOUTH OF EAST INDIANA 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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10628.

John Norman moved to approve the second and final reading of Ordinance No. 10628;

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seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

22. 10629 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 20A, BLOCK 109, WILSHIRE PARK ADDITION, SECTION 17, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF THOMASON DRIVE, APPROXIMATELY 230 FEET EAST OF LOOP 250 WEST); 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 MAY 13, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10629.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10629; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

23. 10630 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 29.19-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL); 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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10630.

John Norman moved to approve the second and final reading of Ordinance No. 10630; seconded by Jack Ladd.

The motion passed by the following vote:

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

24. 10631 – AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 14, "THIRD-PARTY PLAN REVIEW AND INSPECTION", SO AS TO ESTABLISH A PROCEDURE TO ALLOW THIRD-PARTY ORGANIZATIONS TO CONDUCT PLAN REVIEWS AND INSPECTIONS FOR CONSTRUCTION PROJECTS; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION (FIRST READING HELD MAY 13, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10631.

Amy Stretcher Burkes moved to approve the second and final reading of Ordinance No. 10631; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

25. 10632 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10566; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 13, 2025) **(DISTRICT: ALL) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10632.

After this item, Mayor Blong recessed the City Council meeting to go into Executive Session at 10:46 a.m. to take up item 551.071; Consultation with Attorney. The City Council Meeting reconvened at 11:10 a.m. to take up Public Hearings.

Brian Stubbs moved to approve the second and final reading of Ordinance No. 10632; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

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NAY: None
ABSTAIN: None
ABSENT: Burkholder

PUBLIC HEARINGS

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

26. 10633 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10633.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a Specific Use Designation (SUD) for alcohol sales at Double Bar regarding an expired SUD. Approval is recommended with conditions similar to Hot Shots Bar.

Mayor Blong opened the public hearing at 11:19 a.m.

Tom Sawyer, 3631 Hyde Park, head of security for Double Bar, spoke of his 20 years in the security field and his levels of training to include using a non violent approach to dealing with people. Mr. Sawyer described the different levels of security, what they entail and reported on several proactive steps already being taken to ensure the safety of patrons and employees.

Interim City Attorney Nicholas Toulet-Crump reported for clarification that the City's off duty Peace Officers do have the power to arrest, even if off duty.

Carlin Smith, 621 W. Wall Street, provided several clarifying differences between the Double Bar and other surrounding bars such as, hours of operations, security guards, providing UBER rides, safety and proactivity, costs, expenditures and background checks. Ms. Smith is requesting not to have off duty peace officers due to the cost of training. However, they do plan to train employees as level 2 security guards.

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

Council Member Ladd voiced his concerns with this situation, inconsistencies

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and not punishing a business due to them not knowing they were not in compliance. An example of the Tailgate was provided.

Council Member Norman reported he would like the wording of the ordinance amended.

John Norman moved to amend to change from the necessity of two certified Peace Officers to a minimum of two security guards who are State of Texas Level II certified to the first of two readings of Ordinance No. 10633; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

27. 10634 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,500-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 340 FEET WEST OF EDWARDS STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BOOKSTORE 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 & PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10634.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a SUD for alcohol sales.

Mayor Blong opened the public hearing at 11:54 a.m.

Megan Dixon, 6605 ECR 109, reported this establishment is a romance and thriller bookstore.

John Norman moved to approve the first of two readings of Ordinance No. 10634; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

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28. 10635 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 3,320 FEET NORTH OF EVANS LANE), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER 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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10635.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a SUD for alcohol sales.

Mayor Blong opened the public hearing at 11:59 a.m.

Joseph Castillo, 3012 Todd Drive, spoke in opposition of this item due to noise and alcohol sales.

Questions and discussion ensued regarding noise and it was ultimately decided to defer this item.

There being no one else wishing to speak, the public hearing was closed at 12:07 p.m.

Jack Ladd moved to defer the first of two readings of Ordinance No. 10635; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

29. 10636 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN APPROXIMATE 0.167-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH A STREET AND WEST MISSOURI AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE;

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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) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10636.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this item is for an SUD for alcohol sales in conjunction with a restaurant.

Mayor Blong opened the public hearing at 12:11 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10636; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

30. 10637 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST HALF OF LOT 13 AND ALL OF LOT 14, BLOCK 6, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH F STREET AND WEST TENNESSEE AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA; 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10637.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this item is for a special exception for a reduced minimum lot area.

Mayor Blong opened the public hearing at 12:15 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10637; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

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31. 10638 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 7, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND HOUSTON 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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10638.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a request to rezone.

Mayor Blong opened the public hearing at 12:17 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10638; seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

32. 10639 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST TEXAS AVENUE AND NORTH MINEOLA 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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10639.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this a zone change request for a new restaurant.

Mayor Blong opened the public hearing at 12:19 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10639; seconded by John Norman.

DRAFT

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

MISCELLANEOUS

33. 053-2025 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN AND CONSTRUCTION OF THE WILDCATTER TRAIL - CHAMPIONS, ETC. PROJECT AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT WITH THE SELECTED FIRM FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Engineering Services Director Gabriel McClelland gave a brief overview of the item noting the progress and timeline of the Wildcatter Trail project.

Mayor Blong reported this is an 80/20 match grant in which the City will put in 20 percent of the funds and TxDOT will provide the 80 percent.

Council Member Ladd inquired about the architectural stand-point as opposed to the engineering stand-point.

Mr. McClelland reported there are currently conceptual items to make sure certain aspects are met like right-of-ways and cost estimates.

Jack Ladd moved to approve Motion No. 053-2025; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

34. 054-2025 – MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDERS #2, #3, AND #4 WITH BELT CONSTRUCTION OF TEXAS, LLC, REGARDING THE NORTHEAST SEWER LINE PROJECT; SAID CHANGE ORDERS TO BE IN THE COMBINED AMOUNT OF $4,020,915.39 AND TO PROVIDE FOR ENHANCED SYSTEM PERFORMANCE AND THE ACCOMMODATION OF UNFORESEEN FIELD CONDITIONS **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Utilities Director Carl Craigo reported TxDOT will reimburse the City for this part of the project.

DRAFT

John Norman moved to approve Motion No. 054-2025; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

35. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT ALL) (CITY SECRETARYS OFFICE)**

Robin Poole moved to appoint Eric Westphal to the Permian Basin Community Center for MH/MR (PermiaCare) board, replacing Derek Cook; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

36. PRESENTATION ADDRESSING PUBLIC INQUIRIES REGARDING CITY OF MIDLAND OPERATIONS THAT WERE VOICED DURING THE PUBLIC COMMENT PORTION OF THE MAY 13, 2025, REGULAR MEETING OF THE CITY COUNCIL.

City Manager Tommy Gonzalez provided a brief overview regarding public inquiries of City of Midland operations that were provided during the public comment period of the May 13, 2025 Council Meeting; “where we were vs where we are now”.

Finance Director Christy Weakland gave a brief overview of the City’s debt.

Engineering Services Director Gabriel McClelland provided a report on potholes and gave credit to SeeClickFix, Midland’s most visible roads initiative, the road bond update, Garfield Street roundabout and partnerships with Midland Development Corporation just to name a few.

Council Member Amy Stretcher Burkes gave praise to SeeClickFix.

Utilities Director Carl Craigo reported on staying ready for growth, water supply redundancy, emergency and operational readiness, financial & strategic efficiency, infrastructure & distribution modernization, satellite leak protection, pressure monitoring and next steps; just to name a few.

Planning & Development Officer Elizabeth Triggs gave a brief update on CODE Enforcement, key responsibilities, challenges, identifying priorities, most visible streets, illicit massage businesses, training and adopting stricter ordinances just to name a few.

Assistant Director of Human Resources, Nicole Weaverling, gave a brief overview of the disciplinary actions and training for Code Enforcement. Ms. Weaverling also reported that

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as far as a criminal concern, under the Texas Penal Code Chapter 6, a crime is only committed when there is intent to commit a crime. In this case, employees were not acting with intent but as employee(s) who made a mistake.

Chief Information Officer Gorgees Eskander provided examples of City resources such as the strategic plan, annual report, Vision Midland, capital improvement projects, annual financial report, SeeClickFix & Ask Jacky, operational dashboard, meetings & agendas, live Council meetings and Council meeting presentations just to name a few.

City Manager Tommy Gonzalez reported this is a sort of organizational check up and will do some of these updates in the form of a video in the future.

Council Members reported they appreciate this presentation.

The entire presentation may be heard online at www.midlandtexas.gov.

PUBLIC COMMENT

37. 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.)

Tommy Hawkins, Hackberry Court, reported how City employees jumped out of their truck to assist with a 40x60 foot flag that was caught in the wind. Mr. Hawkins reported he was very pleased with these employees.

On another note, Mr. Hawkins reported being ashamed to be a citizen of Midland by the way people acted at the May 13, 2025 Council Meeting.

EXECUTIVE SESSION

38. 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 1:13 p.m.

a. Section 551.071, Consultation with Attorney

a.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.

b. Section 551.072, Deliberation Regarding Real Property

b.1. Discuss the purchase, exchange, lease or value of real property.

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c. Section 551.074, Personnel Matters

c.1. Deliberate the employment, evaluation, and duties of the City Manager, Interim City Attorney, Special Counsel, City Secretary, Municipal Court Presiding Judge and Municipal Court Associate Judge.

d. Section 551.087, Deliberate Economic Development Negotiations

d.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.

All the business at hand having been completed, the meeting adjourned at 2:29 p.m.

PASSED AND APPROVED June 10, 2025.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LTD, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY STRUCTURE AT DUNAGAN PARK FOR A TOTAL COST OF $228,489.00; APPROVING $71,922.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Resolution awarding a contract for the installation of the Restroom Building at Dunagan Park to Restroom Facilities LTD through Buyboard 679-22 for a cost of $228,489.00, plus project related expenses of $71,922.00 for a total cost of $300,411.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding in the amount of $300,411 is available in the CDBG Fund and will be appropriated to a project for said purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff recommends awarding a contract for the purchase and installation of the Restroom Building at Dunagan Park to Restroom Facilities LTD through Buyboard 679-22. We are

members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for more information.

Therefore, please consider a resolution awarding a contract for the installation of the Restroom Building at Dunagan Park to Restroom Facilities LTD through Buyboard 679-22 for a cost of $228,489.00, plus project related expenses of $71,922.00 for a total cost of $300,411.00.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LTD, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY STRUCTURE AT DUNAGAN PARK FOR A TOTAL COST OF $228,489.00; APPROVING $71,922.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT

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

WHEREAS, Restroom Facilities LTD has submitted a total proposed cost to the City of $228,489.00 for the purchase and installation of a restroom facility structure at Dunagan Park through Buyboard; and

WHEREAS, the Council finds the price proposed by Restroom Facilities LTD through Buyboard for the purchase and installation of a restroom facility structure at Dunagan Park to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Restroom Facilities LTD for the purchase and installation of a restroom facility structure at Dunagan Park through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $71,922.00 for project related costs;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of a restroom facility structure at Dunagan Park, through Buyboard, for a total cost of $228,489.00. Said contract being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of $71,922.00 for project related costs is hereby approved.

SECTION THREE. That the sum of $300,411.00 is available in the CDBG Fund and will be appropriated to a project established by the City of Midland Finance Department.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Restroom Facilities LTD in accordance with the provisions of the above-referenced contract from funds appropriated herein upon receipt of proper invoices or statements approved by the City Manager or his designee.

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., 2025, 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:

_____
Nicholas Toulet, Interim City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 25005387

THIS CONTRACT, effective the 11th day of June 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities LTD, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 228,489.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the construction and installation of a restroom facility at Dunagan Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

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

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

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

12.1. Defective work not remedied; or

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

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

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

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least sixty (60) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information

related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Restroom Facilities LTD, 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 _____, 2025.

_____
Notary Public, State of _____

Restroom Facilities Ltd
A CorWorth Company

TURNKEY QUOTATION

PROJECT NAME: **DUNAGAN PARK**
OWNER: **THE CITY OF MIDLAND, TEXAS**
DATE: **MAY 15, 2025**

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 679-22

RFL BASE MODEL #B312	**@**	**$ 169,834.00**
INSTALL	**@**	**$ 11,000.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$ 180,834.00**
FREIGHT AND CRANE	**@**	**$ 41,000.00**
PAYMENT AND PERFORMANCE BONDS	**@**	**$ 6,655.00**
TOTAL BUYBOARD W/ FREIGHT AND CRANE	**@**	**$ 228,489.00**

Note: You must itemize your purchasing document as shown in this quote.
Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. The manufacturing process begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 10-13 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

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The client must prepare the site in accordance with the “Scope of Work by Client” attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client’s scope of work.

Exclusions:

A. Sidewalks beyond building slab.
B. Site issues beyond the control of RFL.
C. Damage to existing improvements.
D. Protection of existing utilities, landscaping, and improvements.
E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
2.2. Import six inches of ¾ - road base rock, and pour for a footing and/or piers.
2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
2.4. Compact one foot over in all directions (over build).
2.5. Supply approximately enough clean sand to develop a 2” bed on compacted soil, on side of site, for fine grading.
2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
2.7. Provide water and inspection for RFL supplied underground sewer kit.
2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
2.9. Check corner locations against plans for proper sizing.
2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
2.11. Excavate one foot perimeter footing if required by local code to specified depth.
2.12. Verify that pad is level and flat and at correct elevation.

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3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber connect the water supply line inside of the building plumbing chase room, and connect service to the valve located outside of the building.

4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install sewer vent stack (provided by RFL) inside of the plumbing chase room, and connect service outside of the building. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for the hiring of a licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in the plumbing chase room within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.

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4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to 2,800 per day (dependent on location) to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.

4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 to 2,800 (dependent on location) per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

_____Initial _____Initial

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STANDARD TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE:**
Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized.

2. **PRICES:**
Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1 -1/2% (one and one/half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 2-1/2% (two and one/half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage,

material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

4. **TERMINATION:**
Purchaser shall be responsible for costs of work performed which will include overhead and profit.

5. **TITLE AND LIEN RIGHTS:**
All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**
Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**
Neither party to this contract shall have any liability for liquidated damages, collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the City of Midland or Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price.

8. **DELIVERY:**
Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 2-1/2% (two and one/half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

_____Initial _____Initial

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9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

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Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one/half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**
Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

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Restroom Facilities Limited

_____ _____

John Putman, President Date

Client Name

_____ _____

Name and Title Date

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EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____ , as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____ , 20__ , for the furnishing of materials, equipment to perform all labor and work necessary for _____ , hereof as fully and to the same extent as if copied at length herein.

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

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

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93 **	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22 **	0.34
OPERATOR: Forklift	$ 14.83 **	0.00
OPERATOR: Grader/Blade	$ 13.37 **	0.00
OPERATOR: Loader	$ 13.55 **	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03 **	0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and
Spray).....$ 15.00 ** 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct
Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.20) or 13658
($12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Parks Division
Interoffice Memorandum

Date: May 28, 2025
To: Jose Ortiz, Deputy City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Purchase and Installation of a Modular Restroom Facility at Dunagan Park

Staff applied for 2025 CDBG funds in the amount of $225,000 for a new restroom facility at Dunagan Park. A new restroom in this park will help to expand the available green space for sports team practices and add to this park's amenities.

City staff has worked with Restrooms Facilities Limited to design a practical and cost-effective building that will be similar to the restrooms in Ulmer, Dennis the Menace, and Hogan Parks. Those structures are easy to maintain and we have not had any issues with maintenance of those facilities. The building will be block construction with a metal roof.

The existing restroom facility in the park is in very poor condition. That facility will be demolished, and that cost is included in the available funding. City forces will prepare the subgrade for the building and have the utilities within 5 feet of the location. The completed building will be delivered to the location and set in place, then plumbing and electrical will be completed by the installation crew.

The BuyBoard quote for the building is $228,489.00 and includes all architectural / design, building engineering, construction of the building, all inspections, freight, crane, installation, bonds, and permits.

Staff recommends the BuyBoard purchase of the Modular Restroom Building from Restrooms Facilities Limited in the amount of $228,489.00, with additional funds of $71,922 for demolition and other project related costs, for a total project cost of $300,411.00.

Work on the project would begin as soon as possible and be completed by Spring 2026.

Funding in the amount of $300,411 is available in the CDBG Fund and will be appropriated to a project for said purpose.

THE CITY OF MIDLAND

CONTRACT

Contract No. 25005387

THIS CONTRACT, effective the 11th day of June 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities LTD, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 228,489.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the construction and installation of a restroom facility at Dunagan Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

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

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

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

12.1. Defective work not remedied; or

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

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

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

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least sixty (60) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information

related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Restroom Facilities LTD, 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 _____, 2025.

_____
Notary Public, State of _____

Restroom Facilities Ltd
A CorWorth Company

TURNKEY QUOTATION

PROJECT NAME: **DUNAGAN PARK**
OWNER: **THE CITY OF MIDLAND, TEXAS**
DATE: **MAY 15, 2025**

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 679-22

RFL BASE MODEL #B312	**@**	**$ 169,834.00**
INSTALL	**@**	**$ 11,000.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$ 180,834.00**
FREIGHT AND CRANE	**@**	**$ 41,000.00**
PAYMENT AND PERFORMANCE BONDS	**@**	**$ 6,655.00**
TOTAL BUYBOARD W/ FREIGHT AND CRANE	**@**	**$ 228,489.00**

Note: You must itemize your purchasing document as shown in this quote.
Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. The manufacturing process begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 10-13 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

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The client must prepare the site in accordance with the “Scope of Work by Client” attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client’s scope of work.

Exclusions:

A. Sidewalks beyond building slab.
B. Site issues beyond the control of RFL.
C. Damage to existing improvements.
D. Protection of existing utilities, landscaping, and improvements.
E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
2.2. Import six inches of ¾ - road base rock, and pour for a footing and/or piers.
2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
2.4. Compact one foot over in all directions (over build).
2.5. Supply approximately enough clean sand to develop a 2” bed on compacted soil, on side of site, for fine grading.
2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
2.7. Provide water and inspection for RFL supplied underground sewer kit.
2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
2.9. Check corner locations against plans for proper sizing.
2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
2.11. Excavate one foot perimeter footing if required by local code to specified depth.
2.12. Verify that pad is level and flat and at correct elevation.

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3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber connect the water supply line inside of the building plumbing chase room, and connect service to the valve located outside of the building.

4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install sewer vent stack (provided by RFL) inside of the plumbing chase room, and connect service outside of the building. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for the hiring of a licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in the plumbing chase room within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.

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4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to 2,800 per day (dependent on location) to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.

4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 to 2,800 (dependent on location) per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

_____Initial _____Initial

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STANDARD TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE:**
Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized.

2. **PRICES:**
Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1 -1/2% (one and one/half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 2-1/2% (two and one/half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage,

material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

4. **TERMINATION:**
Purchaser shall be responsible for costs of work performed which will include overhead and profit.

5. **TITLE AND LIEN RIGHTS:**
All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**
Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**
Neither party to this contract shall have any liability for liquidated damages, collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the City of Midland or Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price.

8. **DELIVERY:**
Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 2-1/2% (two and one/half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

_____Initial _____Initial

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9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

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Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one/half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**
Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

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Restroom Facilities Limited

_____ _____

John Putman, President Date

Client Name

_____ _____

Name and Title Date

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EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____ , as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____ , 20__ , for the furnishing of materials, equipment to perform all labor and work necessary for _____ , hereof as fully and to the same extent as if copied at length herein.

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

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

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93 **	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22 **	0.34
OPERATOR: Forklift	$ 14.83 **	0.00
OPERATOR: Grader/Blade	$ 13.37 **	0.00
OPERATOR: Loader	$ 13.55 **	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03 **	0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and
Spray).....$ 15.00 ** 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct
Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.20) or 13658
($12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

City Council Meeting

Item Number: 6

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2025 CITYWIDE PAVEMENT MARKING PROJECT TO LINEAR TRAFFIC MARKINGS LLC OF FORT WORTH, TEXAS, AT A TOTAL COST NOT TO EXCEED $500,000.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution authorizing the execution of a contract for FY 2025 Citywide Pavement Marking Project to Linear Traffic Markings LLC not to exceed $500,000.00 for the Traffic Operations Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Road Bond Fund and will be appropriated for this purpose.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for a FY 2025 Citywide Pavement Marking Project. Sixty-two (62) request for bids were issued. We received two (2) bids. The Traffic Operations Division recommends awarding an On-Call Pavement Marking Contract to Linear Traffic Markings LLC, the lowest bidder, for the

maintenance, replacement, and installation of thermoplastic pavement markings on City streets. Please see the attached memo from Taha Sakrani, P.E., City Traffic Engineer, for additional information.

Therefore, please consider a resolution awarding a contract to Linear Traffic Markings LLC of Fort Worth, Texas for a FY 2025 Citywide Pavement Marking Project for an amount not to exceed $500,000.00.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez; City of Midland, Assistant General Services Director

FROM: Gabe McClelland; City of Midland, Director of Engineering Services

SUBJECT: 25004984 – On-Call Pavement Marking

DATE: May 30, 2025

The Traffic Operations Division requested issuance of an On-Call Pavement Marking Contract to allow for the maintenance and replacement of thermoplastic pavement markings on City streets, as well as the installation of new pavement markings on projects requiring small quantities of markings following roadway projects.

The contract is structured so that bidders provided unit prices for various types of pavement marking work. Artificial quantities were assigned to each item solely for the purpose of calculating a total bid amount.

Regardless of the total bid, the contract is to be awarded for an amount not to exceed $500,000.00 for the remainder of FY 2025. The contractor will be assigned individual tasks, and payment for each task will be based on the actual quantities of items used and the unit prices provided in the contract.

Linear Traffic Markings LLC is the lowest bidder, and staff recommends awarding the contract accordingly.

Thank you!

Gabe McClelland

Director of Engineering Services

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2025 CITYWIDE PAVEMENT MARKING PROJECT TO LINEAR TRAFFIC MARKINGS LLC OF FORT WORTH, TEXAS, AT A TOTAL COST NOT TO EXCEED $500,000.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Fiscal Year 2025 Citywide Pavement Marking Project (the "Project"); and

WHEREAS, Bid No. 25004984 was opened on May 28, 2025, with the lowest responsible bidder being Linear Traffic Markings LLC of Fort Worth, Texas ("Contractor"), having submitted a bid of $697,175.00 to establish unit prices as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit A, shall not exceed $500,000.00; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Contractor for said Project;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost not to exceed $500,000.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the sum of $500,000.00 is hereby appropriated from the Road Bond Fund to a project account for said Project.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract in an amount not to exceed $500,000.00 from funds appropriated herein upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, 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:

_____

Nicholas Toulet, Interim City Attorney

EXHIBIT A

RFB 25004984 Citywide Pavement Marking				LINEAR TRAFFIC MARKINGS LLC		TRP Construction Group, LLC	
			Total Cost	$697,175.00		$846,000.00	
Items	Qty Required	Description	Unit	UnitPrice	TotalCost	UnitPrice	TotalCost
1	100000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Long Line, 6" Wide	LF	$0.64	**$64,000.00**	$0.75	$75,000.00
2	200000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, Yellow Long Line, 6" Wide	LF	$0.64	**$128,000.00**	$0.75	$150,000.00
3	1000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Long Line, 8" Wide	LF	$1.40	**$1,400.00**	$1.50	$1,500.00
4	3000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Short Line, 24"Wide	LF	$7.50	**$22,500.00**	$9	$27,000.00
5	300	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, Yellow Short Line, 24" Wide	LF	$7.75	**$2,325.00**	$10	$3,000.00
6	5000	Thermoplastic Pavement Marking, TxDOT Item 668 Marking Tape, White/Black Contrast Lane Line, 7" Wide, per TxDOT Detail CPM (1)- 14	LF	$10	**$50,000.00**	$13	$65,000.00
7	20000	Thermoplastic Pavement Marking, TxDOT Item 668 Marking Tape, Yellow/Black Contrast Double Centerline, 12" wide or approved equal	LF	$15	**$300,000.00**	$20	$400,000.00
8	250	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Continental Crosswalk Bar, 16-24" wide by 6-8" long	EA	$108	$27,000.00	$100	**$25,000.00**
9	250	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Pavement Arrow	EA	$250	**$62,500.00**	$250	**$62,500.00**
10	5	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Pavement Word with up to 5 letters	EA	$350	**$1,750.00**	$400	$2,000.00
11	20	Thermoplastic Pavement Marking, TxDOT Item 666 or 668 Prefabricated, White Railroad Crossing Symbol, per TMUTCD Figure 8B-7 Part A	EA	$700	$14,000.00	$350	**$7,000.00**
12	4000	Raised Pavement Marker, TxDOT Item 672 Type I-A, I-C, II-A-A, or II-C-R as per plans or City Instructions	EA	$3.90	**$15,600.00**	$4	$16,000.00
13	10000	Eliminate Existing Pavement Markings and Markers, TXDOT Item 677, Linear Markings, 4" wide equivalent, Remove by Construction Methods 4.2 (Burn), 4.3 (Blasting), or 4.4 (Mechanically) Only	LF	$0.65	**$6,500.00**	$1	$10,000.00
14	20	Eliminate Existing Pavement Markings and Markers, TxDOT Item 677, Arrow, Symbol or Word, Remove by Construction Methods 4.2 (Burn), 4.3 (Blasting), or 4.4 (Mechanical) Only	EA	$80	**$1,600.00**	$100	$2,000.00

Bidding Summary
Bid requests were issued: 62
NO BIDS were received: 0
Bidders did not respond: 60

RFB 25004984 Citywide Pavement Marking				LINEAR TRAFFIC MARKINGS LLC		TRP Construction Group, LLC	
			Total Cost	$697,175.00		$846,000.00	
Items	Qty Required	Description	Unit	UnitPrice	TotalCost	UnitPrice	TotalCost
1	100000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Long Line, 6" Wide	LF	$0.64	**$64,000.00**	$0.75	$75,000.00
2	200000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, Yellow Long Line, 6" Wide	LF	$0.64	**$128,000.00**	$0.75	$150,000.00
3	1000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Long Line, 8" Wide	LF	$1.40	**$1,400.00**	$1.50	$1,500.00
4	3000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Short Line, 24"Wide	LF	$7.50	**$22,500.00**	$9	$27,000.00
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6	5000	Thermoplastic Pavement Marking, TxDOT Item 668 Marking Tape, White/Black Contrast Lane Line, 7" Wide, per TxDOT Detail CPM (1)- 14	LF	$10	**$50,000.00**	$13	$65,000.00
7	20000	Thermoplastic Pavement Marking, TxDOT Item 668 Marking Tape, Yellow/Black Contrast Double Centerline, 12" wide or approved equal	LF	$15	**$300,000.00**	$20	$400,000.00
8	250	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Continental Crosswalk Bar, 16-24" wide by 6-8" long	EA	$108	$27,000.00	$100	**$25,000.00**
9	250	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Pavement Arrow	EA	$250	**$62,500.00**	$250	**$62,500.00**
10	5	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Pavement Word with up to 5 letters	EA	$350	**$1,750.00**	$400	$2,000.00
11	20	Thermoplastic Pavement Marking, TxDOT Item 666 or 668 Prefabricated, White Railroad Crossing Symbol, per TMUTCD Figure 8B-7 Part A	EA	$700	$14,000.00	$350	**$7,000.00**
12	4000	Raised Pavement Marker, TxDOT Item 672 Type I-A, I-C, II-A-A, or II-C-R as per plans or City Instructions	EA	$3.90	**$15,600.00**	$4	$16,000.00
13	10000	Eliminate Existing Pavement Markings and Markers, TXDOT Item 677, Linear Markings, 4" wide equivalent, Remove by Construction Methods 4.2 (Burn), 4.3 (Blasting), or 4.4 (Mechanically) Only	LF	$0.65	**$6,500.00**	$1	$10,000.00
14	20	Eliminate Existing Pavement Markings and Markers, TxDOT Item 677, Arrow, Symbol or Word, Remove by Construction Methods 4.2 (Burn), 4.3 (Blasting), or 4.4 (Mechanical) Only	EA	$80	**$1,600.00**	$100	$2,000.00

Bidding Summary
Bid requests were issued: 23
NO BIDS were received: 0
Bidders did not respond: 22

THE CITY OF MIDLAND

CONTRACT
25004984

THIS CONTRACT, effective the 11th day of June 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Linear Traffic Markings LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** An amount not to exceed $500,000.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for Citywide Pavement Markings. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **Term:** The initial term of the contract shall be from the date of award until September 26, 2025. If the City and Contractor agree in writing, the company may be renewed for up to two additional one-year terms. Each annual renewal will be in an amount not to exceed the amount shown in Section 1 above. The exact value of tasks assigned under the annual contract renewals, if any, shall be determined by the City based on available funds, as authorized by the City Council. In order to renew this contract, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this contract.

4. **City:** The words "CITY's Representative" or "representative" shall mean Gabe McClelland or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

5. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the

progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

6. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

6.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

6.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

7. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

7.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

8. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and

municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

9. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

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

9.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY**

HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

10. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 365 calendar days after release to proceed.

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

12. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

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

13.1. Defective work not remedied; or

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

13.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

13.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

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

15. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

15.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

16. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

17. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by

COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

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

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE

OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims-occurred basis. CITY shall be provided the notice

by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

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

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

24. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or 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.

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

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information

regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

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

30. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim 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 Linear Traffic Markings LLC, 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 _____

Exhibit A

Date: 04/30/2025

MIDLAND
Purchasing Division

300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BID NO: 25004984

CLOSING DATE: **May 28, 2025**

CLOSING TIME: **2: 00 PM**

BIDS WILL BE RECEIVED UNTIL **2: 00 PM** on **5/28/2025** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various Locations, Midland, TX**

DESCRIPTION
Furnishing of materials and labor for the Citywide Pavement Marking Contract, together with other miscellaneous and appurtenant work for the City of Midland in accordance with the attached general notes and city and/or state specifications.
TOTAL

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON- RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
4. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
5. IMPORTANT NOTICE: IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.
6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
7. **PUBLIC INFORMATION:** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Linear Traffic Markings, LLC
ADDRESS: 1937 Golden Heights Rd #208
CITY: Fort Worth STATE: Tx ZIP 76177
PHONE NO: 817 995 2470 EMAIL: briane linearTraffic Markings.com
DELIVERY CAN BE MADE: Yes
AUTHORIZED SIGNATURE: [signature]

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Ladies and Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

NOTICE -- Bids will be received on a unit price basis. The intent of the proposal is to determine the low bidder based on the total of the quantities and unit prices. Once a low bidder is selected, the project will be awarded for an initial amount not to exceed $500,000, to be determined by the actual quantities of bid items used.

Item	Quantity	Description	Unit	Unit Price	Total Amount
1	100,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Long Line, 6" wide Zero dollars and Sixty-Four cents per linear foot.	LF	$ 0.64	$ 64,000.00
2	200,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, Yellow Long Line, 6" wide Zero dollars and Sixty-Four cents per linear foot.	LF	$ 0.64	$ 128,000.00
3	1,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Long Line, 8" wide One dollars and Forty cents per linear foot.	LF	$ 1.40	$ 1,400.00
4	3,000	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, White Short Line, 24" wide Seven dollars and Fifty cents per linear foot.	LF	$ 7.50	$ 22,500.00
5	300	Thermoplastic Pavement Marking, TxDOT Item 666 Type I, Yellow Short Line, 24" wide Seven dollars and Seventy-Five cents per linear foot.	LF	$ 7.75	$ 2,325.00
6	5,000	Thermoplastic Pavement Marking, TxDOT Item 668 Marking Tape, White/Black Contrast Lane Line, 7" wide, per TxDOT Detail CPM(1)-14 Ten dollars and Zero cents per linear foot.	LF	$ 10.00	$ 50,000.00

NOTICE -- Bids will be received on a unit price basis. The intent of the proposal is to determine the low bidder based on the total of the quantities and unit prices. Once a low bidder is selected, the project will be awarded for an initial amount not to exceed $500,000, to be determined by the actual quantities of bid items used.

Item	Quantity	Description	Unit	Unit Price	Total Amount
7	20,000	Thermoplastic Pavement Marking, TxDOT Item 668 Marking Tape, Yellow/Black Contrast Double Centerline, 12" wide or approved equal Fifteen dollars and Zero cents per linear foot.	LF	$ 15.00	$ 300,000.00
8	250	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Continental Crosswalk Bar, 16-24" wide by 6-8' long One Hundred-Eight dollars and Zero cents per each.	EA	$ 108.00	$ 27,000.00
9	250	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Pavement Arrow Two Hundred-Fifty dollars and Zero cents per each.	EA	$ 250.00	$ 62,500.00
10	5	Thermoplastic Pavement Marking, TxDOT Item 668 Prefabricated, White Pavement Word with up to 5 letters Three Hundred-Fifty dollars and Zero cents per each.	EA	$ 350.00	$ 1,750.00
11	20	Thermoplastic Pavement Marking, TxDOT Item 666 or 668 Prefabricated, White Railroad Crossing Symbol, per TMUTCD Figure 8B-7 Part A Seven Hundred dollars and Zero cents per each.	EA	$ 700.00	$ 14,000.00
12	4,000	Raised Pavement Marker, TxDOT Item 672, Type I-A, I-C, II-A-A, or II-C-R as per plans or City instruction Three dollars and Ninty cents per each.	EA	$ 3.90	$ 15,600.00
13	10,000	Eliminate Existing Pavement Markings and Markers, TxDOT Item 677, Linear Markings, 4" wide equivalent, Remove by Construction Methods 4.2 (Burn), 4.3 (Blasting), or 4.4 (Mechanical) only Sixty-Five dollars and Zero cents per linear foot.	LF	$ 0.65	$ 6,500.00
14	20	Eliminate Existing Pavement Markings and Markers, TxDOT Item 677, Arrow, Symbol or Word, Remove by Construction Methods 4.2 (Burn), 4.3 (Blasting), or 4.4 (Mechanical) only Eighty dollars and Zero cents per each.	EA	$ 80.00	$ 1,600.00
TOTAL BID AMOUNT		(add Total Amounts for Items 1 through 13)		$	697,175.00

NOTE: All equipment, materials, installation, and testing for all items shall be per the Texas Department of Transportation (TxDOT) publication Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (11/2014) and the applicable, most recently published TxDOT Traffic Standard Drawings, unless otherwise noted or approved by the City.

SPECIAL PROVISIONS

1. SCOPE OF WORK:

The project includes a mix of removal, new placement, maintenance replacement of various thermoplastic pavement markings, and the placement of raised pavement markers (RPMs) on streets throughout the City of Midland.

Bids will be received on a unit price basis and the contract will be awarded for the total bid amount for all items. Bidders are advised that quantities of individual items may be adjusted as needed to meet the needs of the City, subject to all applicable procurement rules and regulations.

The City reserves the right to abandon, without obligation to the Contractor, any task, or the entire project, at any time before the Contractor begins work authorized by the City. No minimum amount of work is guaranteed.

The initial term of the contact shall be for a period of one year from the date of award. If the City and Contractor agree in writing, the contract may be renewed for up to two (2) additional one-year terms.

The Traffic Operations Division will assign individual tasks for work to be performed under this contract and will coordinate with the Contractor to determine an acceptable schedule for completion of proposed tasks. The City's intent is to group tasks so that a sufficient quantity of work is assigned at one time to allow for cost-effective mobilization of the crew and equipment.

With the assignment of each work task, the City shall provide maps, plans, details, lists, schematics, and/or other documents as necessary for the Contractor to fully understand the proposed scope of the task.

All equipment, materials, installation, and testing for all items shall be per the Texas Department of Transportation publication *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* (Nov. 2014) unless otherwise noted or approved by the City or modified by these Special Provisions.

2. PAYMENT:

Payment will be made only for material installed and complete in place, and <u>not</u> for material delivery or materials on hand.

3. TRAFFIC CONTROL:

All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City.

4. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner.

Linear Traffic Markings, LLC
Vendor Name

INSTRUCTIONS TO BIDDERS

Bid # 25004984

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

The City of Midland
Office of the Purchasing Agent OR FAX: (432) 685-0523
P.O. Box 1152 E-Mail: purchasing@midlandtexas.gov
Midland, TX 79702

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

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

3. **BID WAIVERS:**

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

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

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

B. BIDDER'S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT.**

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

C. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:

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

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

knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

The bidder agrees that this is the intentional relinquishment of the above listed rights.

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Company Name Linear Traffic Markings		Date 5/28/2025
Authorized Signature [signature]		Phone 817-945-2470
Print Above Name Brian Fritsche		Fax —

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. NA

KNOW ALL MEN BY THESE PRESENTS, THAT Linear Traffic Markings LLC

(hereinafter called the Principal), as Principal, and Employers Mutual Casualty Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five percent (5%) of bid amount DOLLARS ($ 5% of bid), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to 25004984 City Wide Pavement Marking.

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this 28th day of May, 20 25.

Linear Traffic Markings LLC
Principal

By

Address 1937 Golden Heights Rd #208
Fort Worth, TX 76177

Employers Mutual Casualty Company
Surety

By

Address 717 Mulberry Street
Des Moines, IA 50309

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sam Sealer

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

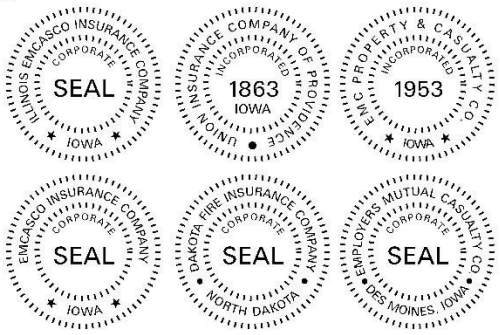
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of May, 2025.

PACKET 6.29 June 10, 2025 Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

None

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

5/28/2025

Date

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 Local

Local Address (must be within the City limits): Fort Worth, Tx

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: Brian Fritsche Date: 5/28/2025

Printed Name and Title: Brian Fritsche General Manager

SOLICITATION NO. 25004984

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

(1) The price(s) and amount of this bid have been arrived at independently and without collusion, consultation, communication or agreement with any other company, firm, contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other company, firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any company, firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my company or firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company, firm or person to submit a complementary or other noncompetitive bid.

Authorized Signature

General Manager
Title

Brian Fritsche
Name (Print)

Linear Traffic Markings, LLC
Company

5/28/2025
Date

NOTE: Bid and Proposal terms are interchangeable.

EXHIBIT C

Bonding Requirements

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

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

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

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. NA

KNOW ALL MEN BY THESE PRESENTS, THAT Linear Traffic Markings LLC

(hereinafter called the Principal), as Principal, and Employers Mutual Casualty Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five percent (5%) of bid amount DOLLARS ($ 5% of bid), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to 25004984 City Wide Pavement Marking.

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this 28th day of May, 2025.

Linear Traffic Markings LLC
Principal

By _____

Address 1937 Golden Heights Rd #208
Fort Worth, TX 76177

Employers Mutual Casualty Company
Surety

By _____

Address 717 Mulberry Street
Des Moines, IA 50309

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sam Sealer

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

KATHY LOVERIDGE Commission Number 780769 My Commission Expires October 10, 2025

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of May , 2025 .

PACKET 6.36 June 10, 2025 Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____ , as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____ , 20__ , for the furnishing of materials, equipment to perform all labor and work necessary for _____ , hereof as fully and to the same extent as if copied at length herein.

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

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

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

|_____|_____|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82 **	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	

Front End Loader, 3CY or
less.....$ 12.28 **
Loader/Backhoe.....$ 14.18 **
Mechanic.....$ 20.14
Milling Machine.....$ 15.54 **
Motor Grader, Rough.....$ 16.15 **
Motor Grader, Fine.....$ 17.49
Pavement Marking Machine....$ 16.42 **
Reclaimer/Pulverizer.....$ 12.85 **
Roller, Asphalt.....$ 10.95 **
Roller, Other.....$ 10.36 **
Scraper.....$ 10.61 **
Spreader Box.....$ 12.60 **

Servicer.....$ 13.98 **

Steel Worker (Reinforcing).....$ 13.50 **

TRUCK DRIVER
Lowboy-Float.....$ 14.46 **
Single Axle.....$ 12.74 **
Single or Tandem Axle Dump..$ 11.33 **
Tandem Axle Tractor with
Semi.....$ 12.49 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

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.

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.

IF THE SELECTED BIDDER/COMPANY CANNOT MEET THE ABOVE REQUIREMENTS, THEN **THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER**.

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/COMPANY MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

COMPLIANCE: Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

ANY VENDOR WHO FAILS TO COMPLY WITH THE TERMS OF THE AWARD **MAY BE DECLARED AN IRRESPONSIBLE VENDOR**. BIDS SUBMITTED BY SAID VENDOR SHALL NOT BE CONSIDERED AGAIN FOR A MINIMUM PERIOD OF SIX MONTHS AS DETERMINED BY THE CITY MANAGER.

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

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

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

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

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

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

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."
Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

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

28. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES - As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

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

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

35. FEDERAL WAGE REQUIREMENTS - If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this agreement and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this agreement, to which the parties to this agreement have agreed to be bound.

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

City Council Meeting

Item Number: 7

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT TO EMS MANAGEMENT & CONSULTANTS, INC. D/B/A EMS|MC FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES DEBT COLLECTION SERVICES FOR THE FIRE DEPARTMENT (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding the execution of a professional services agreement with EMS Management & Consultants, Inc. dba EMS|MC for Ambulance and EMS Debt Collection Services for the Fire Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for the EMS Management & Consultants, Inc. dba EMS|MC for Ambulance and EMS Debt Collection Services for the Fire Department. Seven (7) proposal requests were issued. We received three (3) proposals. Partnering with EMS|MC for EMS billing services will enhance the City of Midland's revenue collection, operational efficiency, and compliance, while offering dedicated

EMS expertise, flat-rate pricing, workforce development, and supplemental revenue opportunities, all aligned with the City's fiscal goals. Please see the attached memo from, Michael Tully, Fire Chief, for additional information.

Therefore, please consider a resolution awarding the execution of a professional services agreement with EMS Management & Consultants, Inc. dba EMS|MC for Ambulance and EMS Debt Collection Services for the Fire Department.

Morris Williams Jr.

City Manager's Office

2025 – Supporting Memo

DATE: 5-27-25

TO: Purchasing

FROM: Michael Tully- Fire Chief

SUBJECT: Support for EMS Billing Services Contract with EMS|MC

Outsourcing EMS billing services for the City of Midland offers a range of strategic and operational advantages. By partnering with EMS|MC, a firm that specializes exclusively in EMS revenue cycle management, the City stands to significantly improve revenue collection, increase operational efficiency, and reduce administrative burden.

EMS|MC brings advanced technology, extensive industry experience, and a deep understanding of evolving regulatory frameworks, including the recent changes under Senate Bill 2476. Their team is well-versed in compliance with both state and federal billing requirements, which helps mitigate risks associated with audits, billing errors, or non-compliance.
Key benefits of this partnership include:

Dedicated EMS Expertise: EMS|MC focuses exclusively on EMS billing, unlike our previous arrangement with Midland Memorial Hospital. This specialization allows for more accurate billing, faster reimbursement, and fewer errors or denials.

Flat Rate Pricing: EMS|MC has proposed a flat fee of 4.2% of revenue collected, which applies to both EMS and future Fire billing services. This pricing reflects their commitment to a long-term partnership with the City.

Supplemental Revenue Opportunities: The company will assist Midland Fire in accessing the Texas Ambulance Supplemental Payment Program (TASPP), increasing reimbursement through combined cost and revenue reporting. They will also help establish a compliant Charity Care program, if one is not already in place.

Workforce Development: EMS|MC will provide Certified Ambulance Documentation Specialist (CADS) certification to Midland Fire EMTs at no additional cost, enhancing internal documentation quality and reducing claim disputes.

Future Fire Billing Support: EMS|MC will support the City in developing the necessary ordinances and infrastructure to implement Fire billing in the future.

Additionally, EMS|MC has demonstrated their proactive stance on compliance, particularly with the passage of SB 2476, which prohibits balance billing for certain commercial insurance patients in Texas. Their policies ensure correct identification and handling of protected claims, and they actively appeal underpaid claims that fall within the statute's scope.

This partnership aligns with the City of Midland's **Strategic Goal 5**—to provide sound governance and fiscal management—by optimizing public safety revenue and reducing liability exposure through professional third-party services.

We believe EMS|MC will provide excellent service to our residents and look forward to a productive relationship.

Respectfully,

Michael Tully
Fire Chief

City of Midland
25004253
Evaluation of Ambulance/ EMS Debt Collection RFP
April 16, 2025

Vendors												
	Digitech				EMS Management & Consultants				Emergicon			
Evaluation Criteria	Qualifications & Experience	Approach & Methodology	Cost Proposal	References	Qualifications & Experience	Approach & Methodology	Cost Proposal	References	Qualifications & Experience	Approach & Methodology	Cost Proposal	References
Points:	35	35	10	20	35	35	10	20	35	35	10	20
Evaluator #1	33	32	10	18	33	32	10	20	31	30	8	18
Evaluator #2	33	32	10	18	33	32	10	20	31	30	8	18
Evaluator #3	33	32	10	18	33	32	10	20	31	30	8	18
Evaluator #4	33	32	10	18	33	32	10	20	31	30	8	18
Evaluator #5	33	32	10	18	33	32	10	20	31	30	8	18
Average	33	32	10	18	33	32	10	20	31	30	8	18
Comments (if any)												
Total			Digitech	93.00			EMS Management & Consultants	95.00			Emergicon	87.00
			Total Possible Points	100			Total Possible Points	100			Total Possible Points	100

Short- List Identification Criteria		
Evaluation Criteria	Description	Points
Qualifications & Experience	Firm's history, experience, and success in similar projects: • The vendor's written responses to the Functional and Technical requirements for the proposed functional areas and overall program solution. • The ability for the proposed program to integrate with the City systems environment.	35
Approach & Methodology	Effectiveness of the proposed EMS/Ambulance Debt Collection plans: • The alignment of the proposed program to the City's preferred technical specifications. • The level of integration among proposed functional areas. The Criterion considers but is not limited to the following: • The described approach to the implement the system to achieve the City's goals and objectives. • The vendor's approach to key implementation tasks including but not limited to testing and training. • The vendor's planned ongoing support and maintenance services.	35
Cost Proposal	Reasonableness and competitiveness of the proposed costs and revenue generated	10
References	Strength of client references and past performance on similar projects: • The vendor's experience delivering the services requested in the RFP. • The vendor's experience with similar implementations for comparable organizations. • Experiences in EMS/Ambulance Debt Collection • MUST provide at least ten references The Criterion considers but is not limited to the following: • The experience of the named staff delivering services requested in the RFP. • The experience of named staff with similar implementations for comparable organizations. • The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization.	20

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO EMS MANAGEMENT & CONSULTANTS, INC. D/B/A EMS|MC FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES DEBT COLLECTION SERVICES FOR THE FIRE DEPARTMENT

WHEREAS, the City Manager approved plans and specifications and authorized a request for proposals for ambulance and emergency medical services ("EMS") debt collection services; and

WHEREAS, proposals were opened on April 16, 2025, with the lowest responsible and best value proposal being submitted EMS Management & Consultants, Inc. d/b/a EMS|MC as shown on the proposal evaluation table attached hereto as Exhibit "A", which is incorporate herein for all purposes; and

WHEREAS, the City Council finds the proposal submitted by EMS Management & Consultants, Inc. d/b/a EMS|MC for ambulance and EMS debt collections services to be the lowest responsible and best value proposal; and

WHEREAS, the City Council finds EMS Management & Consultants, Inc. d/b/a EMS|MC's retention of 4.2% of all fees recovered to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with EMS Management & Consultants, Inc. d/b/a EMS|MC for ambulance and EMS debt collection services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with EMS Management & Consultants, Inc. d/b/a EMS|MC for ambulance and EMS debt collection services. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That funding shall be available in the General Fund operating budget.

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., 2025, 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:

_____
Nicholas Toulet, Interim City Attorney

City of Midland
25004253
Ambulance/ EMS Debt Collection RFP
April 16, 2025

	Vendors		
	Digitech	EMS Management & Consultants	Emergicon
	Percentage per Month	Percentage per Month	Percentage per Month
Collections paid to City by Company	4.5%	4.5%	
EMS Billing & Collection Services w/adoption of recommended fee schedule			9%
Fire Billing Services for fire billing collections			15%

City of Midland
25004253
Evaluation of Ambulance/ EMS Debt Collection RFP
April 16, 2025

Vendors

	Digitech				EMS Management & Consultants				Emergicon			
Evaluation Criteria	Qualifications & Experience	Approach & Methodology	Cost Proposal	References	Qualifications & Experience	Approach & Methodology	Cost Proposal	References	Qualifications & Experience	Approach & Methodology	Cost Proposal	References
Points:	**35**	**35**	**10**	**20**	**35**	**35**	**10**	**20**	**35**	**35**	**10**	**20**
Evaluator #1	33	32	10	18	33	32	10	20	31	30	8	18
Evaluator #2	33	32	10	18	33	32	10	20	31	30	8	18
Evaluator #3	33	32	10	18	33	32	10	20	31	30	8	18
Evaluator #4	33	32	10	18	33	32	10	20	31	30	8	18
Evaluator #5	33	32	10	18	33	32	10	20	31	30	8	18
Average	**33**	**32**	**10**	**18**	**33**	**32**	**10**	**20**	**31**	**30**	**8**	**18**
Comments (if any)												
Total			**Digitech**	**93.00**			**EMS Management & Consultants**	**95.00**			**Emergicon**	**87.00**
			Total Possible Points	**100**			**Total Possible Points**	**100**			**Total Possible Points**	**100**

Short- List Identification Criteria

Evaluation Criteria	Description	Points
Qualifications & Experience	Firm's history, experience, and success in similar projects: • The vendor's written responses to the Functional and Technical requirements for the proposed functional areas and overall program solution. • The ability for the proposed program to integrate with the City systems environment.	**35**
Approach & Methodology	Effectiveness of the proposed EMS/Ambulance Debt Collection plans: • The alignment of the proposed program to the City's preferred technical specifications. • The level of integration among proposed functional areas. The Criterion considers but is not limited to the following: • The described approach to the implement the system to achieve the City's goals and objectives. • The vendor's approach to key implementation tasks including but not limited to testing and training. • The vendor's planned ongoing support and maintenance services.	**35**
Cost Proposal	Reasonableness and competitiveness of the proposed costs and revenue generated	**10**
References	Strength of client references and past performance on similar projects: • The vendor's experience delivering the services requested in the RFP. • The vendor's experience with similar implementations for comparable organizations. • Experiences in EMS/Ambulance Debt Collection • MUST provide at least ten references The Criterion considers but is not limited to the following: • The experience of the named staff delivering services requested in the RFP. • The experience of named staff with similar implementations for comparable organizations. • The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization.	**20**

City of Midland
25004253
BAFO Ambulance/ EMS Debt Collection RFP
May 22, 2025

	Vendors		
	Digitech	EMS Management & Consultants	Emergicon
	Percentage per Month	Percentage per Month	Percentage per Month
Collections paid to City by Company	4.25%	4.2%	
EMS Billing & Collection Services w/adoption of recommended fee schedule			9%
Fire Billing Services for fire billing collections			15%

CITY OF MIDLAND
SERVICE CONTRACT
#25004253

THIS CONTRACT, effective this 10th day of June 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and EMS Management & Consultants Inc, hereinafter referred to as the "COMPANY".

Monthly percentage of collections paid to City by Company: 4.2 % per month

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

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.
2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.
3. CITY agrees that COMPANY shall be entitled to 4.2 percentage of fees collected by COMPANY under this Contract as compensation for services rendered. COMPANY shall then remit the remaining funds collected to CITY on a monthly basis, as agreed upon by the Parties. Said remittance to be accompanied by a detailed service report documenting the amounts collected, the amounts retained by COMPANY, and the amounts paid to CITY. CITY shall have the right, in its sole discretion, to perform an audit of COMPANY records utilized in the tabulation and generation of the detailed service report. Any detailed service report determined by CITY, in its sole discretion, to have inaccurate tabulations shall be considered a breach event of this Contract if not cured within thirty (30) days of notice of said inaccuracy being provided by CITY to COMPANY pursuant to the Notice provision of this Contract
4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accor-

dance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER,INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVERINCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM

ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of five (5) year commencing on June 11, 2025, and terminating on June 10 , 2030 unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of two (2) additional one (1) year periods. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the

first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

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

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

To CITY:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	EMS Management & Consultants Inc
	2540 Empire Drive Suite 300
	Winston Salem, North Carolina 27103

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

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

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

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

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

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

18. RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING,

BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

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

20. **<u>NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES</u>:** As a condition

precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

23. **THIRD-PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third-

party beneficiary. There is no third-party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

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

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

26. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

27. **CONIDERATION:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **TERMINATION AT WILL:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the

Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **INSURANCE**

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

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
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 COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract.

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that

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

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

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

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

31. To the extent that Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting

information related to the Contract as provided by the records retention requirements applicable to CITY.

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§
§
COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of EMS Management & Consultants 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 _____, 2025.

_____
Notary Public, State of _____

Date: 3/20/2025

300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BID NO: 25004253

CLOSING DATE: **CLOSING TIME:**

April 16, 2025 **2:00 PM**

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **4/16/2025** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Fire & Emergency Services Department**

DESCRIPTION
Ambulance/ EMS Debt Collection in accordance with the attached specifications, proposal and service agreement.

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
3. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
4. IMPORTANT NOTICE: IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.
5. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
6. **PUBLIC INFORMATION:** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: EMS Management & Consultants, Inc.
ADDRESS: 2540 Empire Drive, Suite 100
CITY: Winston Salem STATE: NC ZIP 27103
PHONE NO: 336.397.3975 EMAIL: info@emsmc.com
DELIVERY CAN BE MADE: Yes.
AUTHORIZED SIGNATURE:

EXECUTION OF OFFER

Date: April 15, 2025

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 127.

Offeror/ COMPANY: EMS Management & Consultants, Inc.

SIGNATURE (INK):

NAME: (TYPED/PRINTED) George Abatjoglou

TITLE: Chief Executive Officer

STREET: 2540 Empire Drive, Suite 100

CITY/STATE/ZIP: Winston Salem, NC 27103

TELEPHONE: 781.710.3602 FAX: 336.347.9705

E-MAIL ADDRESS: george.abatjoglou@emsmc.com

BAFO PROPOSAL
RFP #25004253

To: Purchasing Manager
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the request for proposal and contract documents, the location of the proposed work and being fully advised as to the extent and character of the work proposes to furnish all materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached request for proposal and contract for the sum of:

EMS Billing Proposal 4.2 % per month

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid.

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

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

OR

FAX: (432) 685-0523

E-mail: purchasing@midlandtexas.gov

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

NOTE: Bid and Proposal terms are interchangeable.

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

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

BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY SIGNING THIS PROPOSAL, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION, OR BREACH

EMS Management & Consultants, Inc.

Contractor's Name

PROPOSAL
RFP #25004253

To: Purchasing Manager
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the request for proposal and contract documents, the location of the proposed work and being fully advised as to the extent and character of the work proposes to furnish all materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached request for proposal and contract for the sum of:

Proposal 4.5 % per month

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid.

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

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

OR

FAX: (432) 685-0523

E-mail: purchasing@midlandtexas.gov

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

NOTE: Bid and Proposal terms are interchangeable.

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

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

BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY SIGNING THIS PROPOSAL, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH

OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER.

THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

B. WAIVER: BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**
2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**
3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**
4. **AWARD OF THE CONTRACT.**

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

C. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Bidder or his legal representative shall give the City Manager, or another reasonable official of the City, notice in writing

(consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Bidder will settle, the physical and mailing addresses of Bidder at the time and date the claim was presented and the physical and mailing addresses of Bidder for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Bidder relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Bidder that Bidder's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

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**.

EMS Management & Consultants, Inc.		336.397.3975
Bidder	Authorized Signature	Telephone
2540 Empire Drive, Suite 100 Winston Salem, NC 27103	George Abatjoglou, CEO	336.347.9705
Address, City and State	Please Print above Name	Fax

Bidder's Enclosure Check List: (Bidder - Please review the following list and check to ensure that you have included the documents with your bid.)

[X] PROOF OF AUTOMOBILE, WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE AS REQUIRED BY THE TERMS OF THE CONTRACT. (**Upon award and prior to execution of the contract The City of Midland will have to be added to the policy as an additional insured and a certificate issued reflecting that provision) including a waiver of subrogation as stated in the contract)**

PLEASE NOTE:

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS ON THE CHECK LIST, MAY CAUSE REJECTION OF YOUR BID.

***FAILURE TO PROVIDE LIABILITY OR WORKER'S COMPENSATION INSURANCE AND SUBSEQUENT CERTIFICATES; OR, PAYMENT AND/OR PERFORMANCE BONDS AS REQUIRED BY THE CONTRACT MAY CAUSE FORFEITURE OF YOUR BID BOND OR OTHER SURETY (I.E.- CASH OR CASHIERS CHECK).**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : The Hanover American Insurance Company	36064
INSURER C : AXIS Insurance Company	37273
INSURER D : Endurance American Specialty Insurance Com	41718
INSURER E :	
INSURER F :	

INSURED
EMS Management & Consultants, Inc.
2540 Empire Drive
Suite 100
Winston Salem, NC 27103

COVERAGES

CERTIFICATE NUMBER: W34530749

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ZBY-D673317-10	08/23/2024	08/23/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILELIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AW6-H950401-03	08/23/2024	08/23/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UH6-J131275-10	08/23/2024	08/23/2025	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WH6-D673252-07	08/23/2024	08/23/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Crime - Employee Theft/ERISA			P-001-001165120-02	04/30/2024	04/30/2025	Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:
Life Line Billing Systems, LLC
SEE ATTACHED

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID:

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Northeast, Inc.	EMS Management & Consultants, Inc. 2540 Empire Drive Suite 100 Winston Salem, NC 27103
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Endurance American Specialty Insurance Company NAIC#: 41718

POLICY NUMBER: PRO30001099005 EFF DATE: 04/30/2024 EXP DATE: 04/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Network Security & Privacy Liab	Limit	$5,000,000

INSURER AFFORDING COVERAGE: Endurance American Specialty Insurance Company NAIC#: 41718

POLICY NUMBER: PRO30001099005 EFF DATE: 04/30/2024 EXP DATE: 04/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional/Tech/Media Liab	Limit	$5,000,000

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SR ID: 26347216 BATCH:3593551 CERT: W34530749

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

EMS Management & Consultants, 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

04/14/2025

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.

SOLICITATION NO. 25004253

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

(1) The price(s) and amount of this bid have been arrived at independently and without collusion, consultation, communication or agreement with any other company, firm, contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other company, firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any company, firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my company or firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company, firm or person to submit a complementary or other noncompetitive bid.

_____
Authorized Signature

Chief Executive Officer
_____
Title

George Abatjoglou
_____
Name (Print)

EMS Management & Consultants, Inc.
Company

April 14, 2025
Date

NOTE: Bid and Proposal terms are interchangeable.

EMS|MC

RFP 25004253 for Ambulance/EMS
Debt Collection Services
City of Midland
Due April 16, 2025 2:00 P.M.

References

Proposer: George Abatjoglou
Chief Executive Officer
2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
P (781) 710 3602
F (336) 347 9705
george@emsmc.com

EMS|MC

References

EMS|MC has nearly three decades of experience helping EMS systems navigate complex business needs related to EMS billing, revenue & growth, all the while maintaining focus on the importance of the communities they serve. EMS|MC serves communities across the United States, processing more than 5.5 million claims annually. Our response to the City of Midland throughout includes detailed information about our capabilities & experience; however, we feel it is best to hear it directly from our client partners – our references.

Colorado County EMS
Michael Furrh
979-732-2188
michael.furrh@co.colorado.tx.us

Waller County EMS
Rhonda Becvar
979-826-6063
rhonda.becvar@wallercountyems.com

City of Killeen
James Schambers
254-501-7696
jschambers@killeentexas.gov

Copperas Cove
Gary Young
252-547-2514
gyoung@copperascovetx.gov

Williamson County EMS
Beth Jones
512-943-1273
bjones@wilco.org

Gonzales County ESD 1
Eddie Calendar
830-672-4949
executive.director@gonzalescoesd1.org

City of North Richland Hills
David Rainwater
817.427.6978
drainwater@nrhfd.com

Washington County EMS
Kevin Deramus
979-277-6267
kderamus@washingtoncountytx.gov

City of Idaho Falls
Jon Perry
208.612.8495
jperry@idahofalls.gov

City of League City
Nicole Smith
281.554.1207
nicole.smith@leaguecity.com

2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
info@emsmc.com
emsmc.com

EMS|MC

RFP 25004253 for Ambulance/EMS Debt Collection Services City of Midland Due April 16, 2025 2:00 P.M.

Financials

Confidential – Not for Publication

Proposer: George Abatjoglou
Chief Executive Officer
2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
P (781) 710 3602
F (336) 347 9705
george@emsmc.com

RubinBrown

7676 Forsyth Blvd
Suite 2100
St. Louis, MO 63105

T: 314.290.3300
E: info@rubinbrown.com
www.RubinBrown.com

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

Independent Auditors' Report

Board of Directors
BV EMS Intermediate, Inc.
Winston-Salem, North Carolina

Report On The Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of BV EMS Intermediate, Inc. and subsidiaries (collectively, the Company), which comprise the consolidated balance sheet as of December 31, 2023, and the related consolidated statements of operations, comprehensive loss, stockholder's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of BV EMS Intermediate, Inc. and subsidiaries as of December 31, 2023, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis For Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities For The Audit Of The Consolidated Financial Statements section of our report. We are required to be independent of BV EMS Intermediate, Inc. with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities Of Management For The Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about BV EMS Intermediate, Inc. and subsidiaries' ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

RubinBrown LLP is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

Auditors' Responsibilities For The Audit Of The Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of BV EMS Intermediate, Inc. and subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about BV EMS Intermediate, Inc. and subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

RubinBrown LLP

April 29, 2024

BV EMS INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

Assets

	December 31, 2023	December 31, 2022
Current Assets		
Cash	$ 6,476,922	$ 5,583,862
Cash held for others	2,453,941	4,448,344
Accounts receivable	8,124,101	6,660,683
Contracts assets	5,792,982	4,576,922
Income taxes receivable	1,629,546	1,460,407
Prepaid expense and other current assets	3,620,658	2,115,609
Total Current Assets	28,098,150	24,845,827
Property And Equipment, Net	10,782,834	5,698,045
Intangibles, Net	27,171,527	28,732,430
Goodwill, Net	204,711,217	223,594,435
Operating Lease - Right Of Use Asset	1,915,078	789,357
Total Assets	$ 272,678,806	$ 283,660,094

Liabilities And Stockholder's Equity

Current Liabilities		
Accounts payable	$ 3,156,128	$ 1,657,989
Accrued expenses	10,647,506	7,830,327
Current portion of long-term debt	1,667,500	1,812,500
Current portion of operating lease liability	595,861	542,711
Other current liabilities	2,992,352	2,435,139
Total Current Liabilities	19,059,347	14,278,666
Long Term Debt		
Term loans	162,215,625	154,715,625
Revolving loan	4,500,000	—
Less: Unamortized debt issuance costs	(2,799,722)	(3,428,462)
Long Term Debt Less Unamortized Debt Issuance Costs	163,915,903	151,287,163
Long-Term Operating Lease Liability	1,336,284	269,030
Deferred Tax Liability	1,603,060	1,602,562
Stockholder's Equity		
Common stock	1	1
Additional paid-in capital	143,482,625	142,416,201
Accumulated other comprehensive loss	(3,582)	—
Accumulated deficit	(56,714,832)	(26,193,529)
Total Stockholder's Equity	86,764,212	116,222,673
Total Liabilities And Stockholder's Equity	$ 272,678,806	$ 283,660,094

See the notes to the consolidated financial statements.

BV EMS INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

Consolidated Statement Of Operations

	For The Years Ended December 31, 2023	2022
Revenues, Net	**$ 84,626,579**	$ 55,783,884
Operating Expenses		
Selling, general, and administrative expenses	**63,741,330**	40,620,110
Depreciation and amortization	**30,339,188**	25,074,260
Transaction expenses	**740,200**	2,914,543
Total Operating Expenses	**94,820,718**	68,608,913
Loss From Operations	**(10,194,139)**	(12,825,029)
Other Expense		
Interest expense	**19,074,646**	10,164,986
Other Expense	**18,038**	241,855
Total Other Expense	**19,092,684**	10,406,841
Net Loss Before Income Tax Provision (Benefit)	**(29,286,823)**	(23,231,870)
Income Tax Provision (Benefit)	**1,234,480**	(429,636)
Net Loss	**$ (30,521,303)**	$ (22,802,234)

Consolidated Statement Of Comprehensive Loss

Consolidated Net Loss	**$ (30,521,303)**	$ (22,802,234)
Other Comprehensive Loss		
Foreign currency translation adjustment	**(3,582)**	—
Consolidated Comprehensive Loss	**$ (30,524,885)**	$ (22,802,234)

See the notes to the consolidated financial statements.

BV EMS INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF STOCKHOLDER'S EQUITY
For The Years Ended December 31, 2023 And 2022

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Shareholder's Equity
	Shares	Amount				
Balance - January 1, 2022	100	$ 1	$ 142,110,000	$ (3,391,295)	$ —	$ 138,718,706
Incentive Equity Compensation	—	—	306,201	—	—	306,201
Net Loss	—	—	—	(22,802,234)	—	(22,802,234)
Balance - December 31, 2022	100	1	142,416,201	(26,193,529)	—	116,222,673
Incentive Equity Compensation	—	—	1,066,424	—	—	1,066,424
Net Loss	—	—	—	(30,521,303)	—	(30,521,303)
Other Comprehensive Loss	—	—	—	—	(3,582)	(3,582)
Balance - December 31, 2023	100	$ 1	$ 143,482,625	$ (56,714,832)	$ (3,582)	$ 86,764,212

See the notes to the consolidated financial statements.

PACKET 7-11 June 10, 2025

BV EMS INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS

	For The Years Ended December 31, 2023	2022
Cash Flows From Operating Activities		
Net loss	$ (30,521,303)	$ (22,802,234)
Adjustments to reconcile net loss to net cash from operating activities:		
Depreciation and amortization	30,339,188	25,074,260
Amortization of debt issuance costs reported as interest expense	763,740	394,107
Incentive equity compensation expense	1,066,424	306,201
Deferred income taxes	498	(810,134)
Changes in asset and liabilities:		
Accounts receivable	(1,463,418)	(101,304)
Prepaid expenses and other current assets	(1,451,516)	(364,000)
Income taxes receivable	(169,139)	(390,105)
Contract assets	(1,216,060)	(651,589)
Operating leases	(5,317)	22,384
Accounts payable	1,498,139	351,949
Accrued expenses and deferred social security taxes	2,936,901	725,219
Net Cash Provided By Operating Activities	1,778,137	1,754,754
Cash Flows From Investing Activities		
Purchases of property and equipment	(6,989,056)	(2,950,450)
Receipt (payment) of purchase price adjustments related to prior acquisitions	93,158	(801,200)
Payments for business acquisition, net of cash acquired	(7,700,000)	(54,222,146)
Net Cash Used In Investing Activities	(14,595,898)	(57,973,796)
Cash Flows From Financing Activities		
Payments for debt issuance costs	(135,000)	(1,906,875)
Payments on long-term debt	(1,645,000)	(1,221,875)
Proceeds from revolving loan	4,500,000	—
Proceeds from term loan	9,000,000	62,750,000
Net Cash Provided By Financing Activities	11,720,000	59,621,250
Net Increase (Decrease) In Cash and Restricted Cash	(1,101,343)	3,402,208
Cash and Restricted Cash - Beginning Of Year	10,032,206	6,629,998
Cash and Cash Restricted - End Of Year	$ 8,930,863	$ 10,032,206
Reconciliation Of Cash and Restricted Cash		
Cash and cash equivalents	$ 6,476,922	$ 5,583,862
Cash held for others	2,453,941	4,448,344
End Of Year Cash And Restricted Cash	$ 8,930,863	$ 10,032,206
Supplemental Cash Flow Information		
Cash paid during the period for:		
Interest	$ 19,176,693	$ 10,749,520
Income taxes paid	865,440	482,619

See the notes to the consolidated financial statements.

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CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

Independent Auditors' Report

Board of Directors
BV EMS Intermediate, Inc.
Winston-Salem, North Carolina

Report On The Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of BV EMS Intermediate, Inc. and subsidiaries (collectively, the Company), which comprise the consolidated balance sheet as of December 31, 2022, and the related consolidated statements of operations, stockholder's equity and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of BV EMS Intermediate, Inc. and subsidiaries as of December 31, 2022 and the results of their operations and their cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis For Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities For The Audit Of The Consolidated Financial Statements section of our report. We are required to be independent of BV EMS Intermediate, Inc. with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis Of Matter - Change In Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Company adopted Accounting Standards Codification Topic 842, *Leases* as of January 1, 2022. Our conclusion is not modified with respect to this matter.

Other Matter

The financial statements of BV EMS Intermediate, Inc. and subsidiaries as of December 31, 2021 and for the period beginning November 23, 2021 and ended December 31, 2021, were audited by another auditor whose report dated May 27, 2022 expressed an unmodified opinion on those statements.

RubinBrown LLP is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

Responsibilities Of Management For The Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about BV EMS Intermediate, Inc. and subsidiaries' ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities For The Audit Of The Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of BV EMS Intermediate, Inc. and subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about BV EMS Intermediate, Inc. and subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

RubinBrown LLP

April 30, 2023

BV EMS INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

Assets

	December 31, 2022	December 31, 2021
Current Assets		
Cash	**$ 5,583,862**	$ 4,851,144
Cash held for others	**4,448,344**	1,778,854
Accounts receivable	**6,660,683**	2,744,208
Contracts assets	**4,576,922**	2,493,326
Income taxes receivable	**1,460,407**	1,070,302
Prepaid expense and other current assets	**2,115,609**	1,351,983
Total Current Assets	**24,845,827**	14,289,817
Property And Equipment, Net	**5,698,045**	1,914,159
Intangibles, Net	**28,732,430**	24,357,381
Goodwill, Net	**223,594,435**	200,074,319
Operating Lease - Right Of Use Asset	**789,357**	—
Total Assets	**$ 283,660,094**	$ 240,635,676

Liabilities And Stockholder's Equity

Current Liabilities		
Accounts payable	**$ 1,657,989**	$ 906,995
Accrued expenses	**7,830,327**	5,512,973
Current portion of long-term debt	**1,812,500**	950,000
Current portion of operating lease liability	**542,711**	—
Other current liabilities	**2,435,139**	—
Total Current Liabilities	**14,278,666**	7,369,968
Long Term Debt		
Principal amount	**154,715,625**	94,050,000
Less: Unamortized debt issuance costs	**3,428,462**	1,915,694
Long Term Debt Less Unamortized Debt Issuance Costs	**151,287,163**	92,134,306
Long-Term Operating Lease Liability	**269,030**	—
Deferred Tax Liability	**1,602,562**	2,412,696
Stockholder's Equity		
Common stock	**1**	1
Additional paid-in capital	**142,416,201**	142,110,000
Retained earnings	**(26,193,529)**	(3,391,295)
Total Stockholder's Equity	**116,222,673**	138,718,706
Total Liabilities And Stockholder's Equity	**$ 283,660,094**	$ 240,635,676

See the notes to the consolidated financial statements.

BV EMS INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF OPERATIONS

	For The Year Ended December 31, 2022	For The Period Beginning November 23, 2021 And Ended December 31, 2021
Revenues, Net	**$ 55,783,884**	$ 4,179,698
Operating Expenses		
Selling, general, and administrative expenses	**40,619,660**	2,842,222
Depreciation	**649,527**	108,408
Amortization	**24,424,733**	2,307,044
Transaction expenses	**2,914,543**	1,498,572
Total Operating Expenses	**68,608,463**	6,756,246
Loss From Operations	**(12,824,579)**	(2,576,548)
Other Expense		
Interest expense	**10,164,986**	722,798
Other Expense	**241,855**	—
Total Other Expense	**10,406,841**	722,798
Net Loss Before Income Tax Provision (Benefit)	**(23,231,420)**	(3,299,346)
Income Tax Provision (Benefit)	**(429,186)**	91,949
Net Loss	**$ (22,802,234)**	$ (3,391,295)

See the notes to the consolidated financial statements.

BV EMS INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF STOCKHOLDER'S EQUITY
For The Year Ended December 31, 2022 And
For The Period Beginning November 23, 2021
And Ended December 31, 2021

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Shareholder's Equity
	Shares	Amount			
Balance - November 23, 2021	100	$ 1	$ 142,110,000	$ —	$ 142,110,001
Net Loss	—	—	—	(3,391,295)	(3,391,295)
Balance - December 31, 2021	100	1	142,110,000	(3,391,295)	138,718,706
Incentive Equity Compensation	—	—	306,201	—	306,201
Net Loss	—	—	—	(22,802,234)	(22,802,234)
Balance - December 31, 2022	100	$ 1	$ 142,416,201	$ (26,193,529)	$ 116,222,673

See the notes to the consolidated financial statements.

BV EMS INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS

`	For The Year Ended December 31, 2022	For The Period Beginning November 23, 2021 And Ended December 31, 2021
Cash Flows From Operating Activities		
Net loss	**$ (22,802,234)**	$ (3,391,295)
Adjustments to reconcile net loss to net cash from operating activities:		
Depreciation	**649,527**	108,408
Amortization	**24,424,733**	2,307,045
Amortization of debt issuance costs reported as interest expense	**394,107**	34,306
Incentive equity compensation expense	**306,201**	—
Deferred income taxes	**(810,134)**	41,723
Changes in asset and liabilities:		
Accounts receivable	**(101,304)**	145,347
Prepaid expenses and other current assets	**(364,000)**	(389,417)
Income taxes receivable	**(390,105)**	50,228
Contract assets	**(651,589)**	(83,494)
Operating leases	**22,384**	—
Accounts payable	**351,949**	(217,026)
Accrued expenses and deferred social security taxes	**725,219**	1,078,540
Net Cash Provided By (Used in) Operating Activities	**1,754,754**	(315,635)
Cash Flows From Investing Activities		
Purchases of property and equipment	**(2,950,450)**	(129,567)
Payment for additional consideration for purchase of EMSMC, Holdings Inc.	**(801,200)**	—
Payments for business acquisition, net of cash acquired	**(54,222,146)**	—
Net Cash Used In Investing Activities	**(57,973,796)**	(129,567)
Cash Flows From Financing Activities		
Payments for debt issuance costs	**(1,906,875)**	—
Payments on long-term debt	**(1,221,875)**	—
Proceeds from long-term debt	**62,750,000**	—
Net Cash Provided By Financing Activities	**59,621,250**	—
Net Increase (Decrease) In Cash	**3,402,208**	(445,202)
Cash and Restricted Cash - Beginning Of Period	**6,629,998**	7,075,200
Cash and Cash Restricted - End Of Period	**$ 10,032,206**	$ 6,629,998
Reconciliation Of Cash and Restricted Cash		
Cash and cash equivalents	**$ 5,583,862**	$ 4,851,144
Cash held for others	**4,448,344**	1,778,854
End Of Year Cash And Restricted Cash	**$ 10,032,206**	$ 6,629,998
Supplemental Cash Flow Information		
Cash paid during the period for:		
Interest	**$ 10,749,520**	$ 1,911
Income taxes paid	**482,619**	—

See the notes to the consolidated financial statements.

Crowe

Crowe LLP
Independent Member Crowe Global

INDEPENDENT AUDITOR'S REPORT

Board of Directors and Shareholders
EMSMC Holdings, Inc.
Winston-Salem, North Carolina

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of EMSMC Holdings, Inc. which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of these consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of EMSMC Holdings, Inc. as of December 31, 2019 and 2018, and the consolidated results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Crowe LLP

Crowe LLP

Chicago, Illinois
June 12, 2020

EMSMC HOLDINGS, INC.
CONSOLIDATED BALANCE SHEETS
December 31, 2019 and 2018

	2019	2018
Current assets:		
Cash and cash equivalents	$ 2,447,258	$ 5,223,322
Accounts receivable, net	2,603,353	2,815,883
Capitalized billing costs	3,387,748	3,607,417
Cash held for others	1,013,577	757,197
Income taxes receivable (Note 6)	-	165,318
Prepaid expense and other current assets	1,131,725	967,226
Total current assets	10,583,661	13,536,363
Property and equipment, net (Note 3)	1,394,652	1,611,957
Other assets:		
Goodwill, net	4,272,549	5,127,059
Intangible, net	103,476	155,214
Customer base, net	778,262	1,099,178
Total other assets	5,154,287	6,381,451
Total assets	$ 17,132,600	$ 21,529,771
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 644,498	$ 851,785
Accrued expenses	3,137,500	2,469,613
Current portion of long-term debt (Note 5)	1,828,125	1,645,313
Total current liabilities	5,610,123	4,966,711
Long-term debt, net of current portion (Note 5)	10,347,715	12,152,915
Deferred income taxes (Note 6)	1,763,034	1,914,310
Total liabilities	17,720,872	19,033,936
Stockholders' equity:		
Common stock - 10,000,000 shares authorized; $.0001 par value	577	577
Additional paid in capital	6,499,423	6,499,423
Retained earnings	(2,577,982)	506,125
	3,922,018	7,006,125
Stockholder note receivable	(150,000)	(150,000)
Treasury stock	(4,360,290)	(4,360,290)
Total stockholders' equity	(588,272)	2,495,835
Total liabilities and stockholders' equity	$ 17,132,600	$ 21,529,771

See accompanying notes to the consolidated financial statements.

EMSMC HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF INCOME
Years ended December 31, 2019 and 2018

	2019	2018
Revenues	$ 30,209,250	$ 27,931,758
Operating expenses	20,780,610	20,199,485
Income from operations before other expense	9,428,640	7,732,273
Other expense		
Management fees	422,523	382,868
Depreciation	901,494	977,420
Amortization	1,227,164	1,197,606
Loss on debt extinguishment	-	20,505
Interest expense	721,962	615,891
Total other expense	3,273,143	3,194,290
Income before provision for income taxes	6,155,497	4,537,983
Provision for income tax expense (Note 6)	1,489,604	1,087,869
Net income	$ 4,665,893	$ 3,450,114

See accompanying notes to the consolidated financial statements.

EMSMC HOLDINGS, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

Years ended December 31, 2019 and 2018

	Common Stock A		Treasury Stock		Stockholder Capital	Paid-In	Retained	Stockholders'
	Shares	Amount	Shares	Amount	Note	Capital	Earnings	Equity
Balance, January 1, 2018	5,750,687	$ 577	914,107	$ (4,360,290)	$ (150,000)	$ 6,499,423	$ 7,266,011	$ 9,255,721
Dividends paid	-	-	-	-	-	-	(10,210,000)	(10,210,000)
Net income	-	-	-	-	-	-	3,450,114	3,450,114
Balance, December 31, 2018	5,750,687	577	914,107	(4,360,290)	(150,000)	6,499,423	506,125	2,495,835
Dividends paid	-	-	-	-	-	-	(7,750,000)	(7,750,000)
Net income	-	-	-	-	-	-	4,665,893	4,665,893
Balance, December 31, 2019	5,750,687	$ 577	914,107	$ (4,360,290)	$ (150,000)	$ 6,499,423	$ (2,577,982)	$ (588,272)

See accompanying notes to the consolidated financial statements.

PACKET 7.53 June 10, 2025

EMSMC HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years ended December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Net income	$ 4,665,893	$ 3,450,114
Adjustments to reconcile net income to net cash provided by operating activities:		
Recovery for bad debt	10,000	9,129
Depreciation	901,494	977,420
Amortization of intangible assets	320,916	320,916
Loss on extinguishment of debt	-	20,505
Amortization of deferred financing expenses	22,925	22,180
Amortization of goodwill	906,248	854,510
Change in deferred taxes	(151,276)	12,468
Changes in operating assets and liabilities		
Accounts receivable	202,530	(258,278)
Prepaid expenses and other current assets	(164,499)	(167,849)
Cash held for others	(256,380)	(113,331)
Income tax receivable	165,318	(2,644)
Capitalized billing costs	219,669	6,446
Accounts payable	(207,287)	159,612
Accrued expenses	667,887	501,439
Net cash provided by operating activities	7,303,438	5,792,637
Cash flows from investing activities:		
Purchases of property and equipment	(684,189)	(1,037,978)
Capitalized labor on software development	-	(155,214)
Net cash used in investing activities	(684,189)	(1,193,192)
Cash flows from financing activities:		
Proceeds from issuance of note payable	-	9,964,515
Payments on notes payable	(1,645,313)	(1,198,224)
Deferred financing fees	-	(114,628)
Distributions to stockholders	(7,750,000)	(10,210,000)
Net cash used in financing activities	(9,395,313)	(1,558,337)
Net (decrease) increase in cash and cash equivalents	(2,776,064)	3,041,108
Cash and cash equivalents at beginning of period	5,223,322	2,182,214
Cash and cash equivalents at end of period	$ 2,447,258	$ 5,223,322
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest	$ 736,646	$ 680,143
Income taxes paid	$ 1,170,000	$ 1,075,726

See accompanying notes to the consolidated financial statements.

EMSMC HOLDINGS, INC.
CONSOLIDATED BALANCE SHEETS
December 31, 2018 and 2017

	2018	2017
Current assets:		
Cash and cash equivalents	$ 5,223,322	$ 2,182,214
Accounts receivable, net	2,815,883	2,566,734
Capitalized billing costs	3,607,417	3,613,863
Cash held for others	757,197	643,866
Income taxes receivable (Note 6)	165,318	162,674
Prepaid expense and other current assets	967,226	799,377
Total current assets	13,536,363	9,968,728
Property and equipment, net (Note 3)	1,611,957	1,551,418
Other assets:		
Goodwill	5,127,059	5,981,568
Intangible	155,214	-
Customer base, net	1,099,178	1,420,094
Total other assets	6,381,451	7,401,662
Total assets	$ 21,529,771	$ 18,921,808
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 851,785	$ 692,173
Accrued expenses	2,469,613	1,968,174
Current portion of long-term debt (Note 5)	1,645,313	1,867,976
Total current liabilities	4,966,711	4,528,323
Long-term debt, net of current portion (Note 5)	12,152,915	3,235,922
Deferred income taxes (Note 6)	1,914,310	1,901,842
Total liabilities	19,033,936	9,666,087
Stockholders' equity:		
Common stock - 10,000,000 shares authorized; $.0001 par value	577	577
Additional paid in capital	6,499,423	6,499,423
Retained earnings	506,125	7,266,011
	7,006,125	13,766,011
Stockholder note receivable	(150,000)	(150,000)
Treasury stock	(4,360,290)	(4,360,290)
Total stockholders' equity	2,495,835	9,255,721
Total liabilities and stockholders' equity	$ 21,529,771	$ 18,921,808

See accompanying notes to the consolidated financial statements.

EMSMC HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF INCOME
Years ended December 31, 2018 and 2017

	2018	2017
Revenues	$ 27,931,758	$ 26,547,975
Operating expenses	20,199,485	19,902,195
Income from operations before other expense	7,732,273	6,645,780
Other expense		
Management fees	382,868	354,962
Depreciation	977,420	998,405
Amortization	1,197,606	1,187,729
Loss on debt extinguishment	20,505	-
Interest expense	615,891	342,332
Total other expense	3,194,290	2,883,428
Income before provision for income taxes	4,537,983	3,762,352
Provision for income tax expense (Note 6)	1,087,869	327,786
Net income	$ 3,450,114	$ 3,434,566

See accompanying notes to the consolidated financial statements.

EMSMC HOLDINGS, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

Years ended December 31, 2018 and 2017

	Common Stock A		Treasury Stock		Stockholder Capital	Paid-In	Retained	Stockholders'
	Shares	Amount	Shares	Amount	Note	Capital	Earnings	Equity
Balance, January 1, 2017	5,677,309	$ 575	914,107	$ (4,360,290)	$ (100,000)	$ 6,399,425	$ 3,831,445	$ 5,771,155
Stock issuance	73,378	2	-	-	(50,000)	99,998	-	50,000
Net income	-	-	-	-	-	-	3,434,566	3,434,566
Balance, December 31, 2017	5,750,687	577	914,107	(4,360,290)	(150,000)	6,499,423	7,266,011	9,255,721
Dividends paid	-	-	-	-	-	-	(10,210,000)	(10,210,000)
Net income	-	-	-	-	-	-	3,450,114	3,450,114
Balance, December 31, 2018	5,750,687	$ 577	914,107	$ (4,360,290)	$ (150,000)	$ 6,499,423	$ 506,125	$ 2,495,835

See accompanying notes to the consolidated financial statements.

PACKET: 7.57

June 10, 2025

EMSMC HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years ended December 31, 2018 and 2017

	2018	2017
Cash flows from operating activities:		
Net income	$ 3,450,114	$ 3,434,566
Adjustments to reconcile net income to net cash provided by operating activities:		
Recovery for bad debt	9,129	(60,000)
Depreciation	977,420	998,405
Amortization of customer contracts	320,916	320,916
Write-off of deferred loans costs related to old debt	20,505	-
Amortization of deferred financing expenses	22,180	12,303
Amortization of goodwill	854,510	854,510
Change in deferred taxes	12,468	(1,112,085)
Changes in operating assets and liabilities		
Accounts receivable	(258,278)	(571,099)
Prepaid expenses and other current assets	(167,849)	(202,706)
Cash held for others	(113,331)	(39,271)
Income tax receivable	(2,644)	8,867
Capitalized billing costs	6,446	13,495
Accounts payable	159,612	108,647
Accrued expenses	501,439	126,561
Net cash provided by operating activities	5,792,637	3,893,109
Cash flows from investing activities:		
Purchases of property and equipment	(1,037,978)	(982,341)
Capitalized labor on software development	(155,214)	-
Net cash used in investing activities	(1,193,192)	(982,341)
Cash flows from financing activities:		
Proceeds from issuance of note payable	9,964,515	-
Payments on notes payable	(1,198,224)	(1,867,976)
Deferred financing fees	(114,628)	-
Distributions to stockholders	(10,210,000)	-
Proceeds from issuance of common stock	-	50,000
Net cash used in financing activities	(1,558,337)	(1,817,976)
Net increase (decrease) in cash and cash equivalents	3,041,108	1,092,792
Cash and cash equivalents at beginning of period	2,182,214	1,089,422
Cash and cash equivalents at end of period	$ 5,223,322	$ 2,182,214
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest	$ 680,143	$ 342,332
Income taxes paid	$ 1,075,726	$ 1,434,613

See accompanying notes to the consolidated financial statements.

EMS|MC

RFP 25004253 for Ambulance/EMS Debt Collection Services City of Midland Due April 16, 2025 2:00 P.M.

Original

Proposer: George Abatjoglou
Chief Executive Officer
2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
P (781) 710 3602
F (336) 347 9705
george@emsmc.com

EMS|MC

Cover Letter

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April 14, 2025

City Secretary
City of Midland
Suite 330
300 N. Loraine
Midland, TX 79701
Re: RFP 25004253 – Ambulance/EMS Debt Collection Services

Dear Evaluation Committee,

At EMS Management & Consultants, Inc. (EMS|MC), our mission has always been to support EMS professionals by removing administrative burdens and empowering them to focus on what matters most—delivering lifesaving care. We are pleased to submit our proposal in response to RFP 25004253 for Ambulance/EMS Debt Collection Services and are excited about the opportunity to serve the City of Midland with a high-touch, compliant, and community-sensitive collections approach.

EMS|MC brings nearly 30 years of focused experience in EMS revenue cycle management, serving over 1,500 EMS agencies across the country. Our client base includes a diverse range of municipalities, counties, and fire-based EMS systems—many of whom serve patient populations and call volumes similar to Midland's. In Texas alone, we support dozens of agencies, and our Texas-based team—including your dedicated Customer Success Executive, Morgan Hoffert—ensures we are always close to the communities we serve. Additionally, PWW Advisory Group consultant Matt Zavadsky, a Fort Worth resident and industry thought leader, provides local insight and strategic guidance as part of your extended support team.

We understand that Midland's EMS system plays a vital role in the city's public health and safety framework. With over 18,000 transports annually and a 99% resident patient population, your collections partner must balance financial responsibility with community care. EMS|MC's approach is intentionally human-centered, treating every patient encounter with dignity and every dollar as mission-critical.

We are not just a billing company—we are a committed partner. Our end-to-end revenue cycle solution includes:

- In-house collections with local expertise: All collections are handled by EMS|MC employees, ensuring full quality control, compliance, and alignment with your standards. We maintain a brick-and-mortar presence in Texas with a team dedicated to your account.

- Regulatory confidence: Our compliance program, led by nationally recognized experts, includes HIPAA, SOC 1 & 2 Type II, and PCI-DSS compliance. We also hold a Third-Party Debt Collectors Bond, are members of the American Collectors Association International, and are proud participants in the Texas Ambulance Association.

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emsmc.com

- Seamless ESO integration: Our established partnership with ESO and expertise in ESO Billing and Healthcare Connective ensures smooth data access, timely claims follow-up, and complete visibility into account statuses. We also provide a secure web portal for real-time account inquiries and reporting.
- Human-reviewed claims: Every claim undergoes a human review—not just automated processes—to ensure accuracy, maximize reimbursement, and reduce payer denials.

- Monthly reporting and performance transparency: You'll receive timely, clear, and comprehensive reports on aging, collections, and remittances. Our systems are designed to provide Midland with full visibility and accountability.

- Education and partnership: We don't stop at collections. EMS|MC provides annual training, ongoing education, and proactive communication to keep your team ahead of regulatory shifts and industry best practices.

What truly sets EMS|MC apart is our commitment to partnership and performance. We recognize that collections must be handled with care—preserving your reputation and treating your residents with compassion. Our technology, talent, and track record equip us to support your needs today and as your community continues to grow.

Proposal Main Contact: Seth Lowrance | seth.lowrance@emsmc.com | 336.479.5903
Authorized Signer: George Abatjoglou | george@emsmc.com | 781.710.3602

Thank you for the opportunity to earn your trust. We are confident that EMS|MC will deliver value far beyond compliance and collections. We look forward to demonstrating how our team can help the City of Midland strengthen its EMS system through sustainable, ethical, and effective revenue recovery.

Sincerely,

George Abatjoglou
Chief Executive Officer
2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
P: 781.710.3602 F: 336.347.9705
george@emsmc.com

As Chief Executive Officer for EMS|MC, I am authorized to make representations on behalf of EMS Management & Consultants, Inc. Our management fee stated in this proposal is all inclusive and is valid for a period of 120 days from the closing deadline. Further, EMS|MC does not have any ethical conflicts that would interfere with a contractual obligation with the City of Midland.

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Executive Summary

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EMS|MC

The EMS|MC Story

Founded in 1996 by a Paramedic, EMS Management & Consultants (EMS|MC) has assembled a team of industry-leading experts who are dedicated to maximizing reimbursement, optimizing resources, and driving industry change through regulatory compliance. We deliver unparalleled service designed to bring long-lasting value and a positive impact to your community and citizens, because our team lives and works in the industry.

1996 — EMS|MC established EMS revenue cycle management (by Paramedics)

2000 — PWW started (by Paramedics)

2016 — EMSmart introduced (infusing technology into the billing cycle)

2018 — Crew Analysis introduced (technology to increase crew awareness)

2022 — Andres Medical Billing, LifeQuest, TransMedic, & VAIRKKO acquired

2023 — Combined with PWW|AG, expanding advisory and compliance services

2024+ — EMS|MC PWW|AG VAIRKKO

The EMS|MC story shows consistent growth and innovation over the past 28 years. Through this development, we have always put our clients and their customers first.
We hope to continue raising the bar as partners with the City of Midland!

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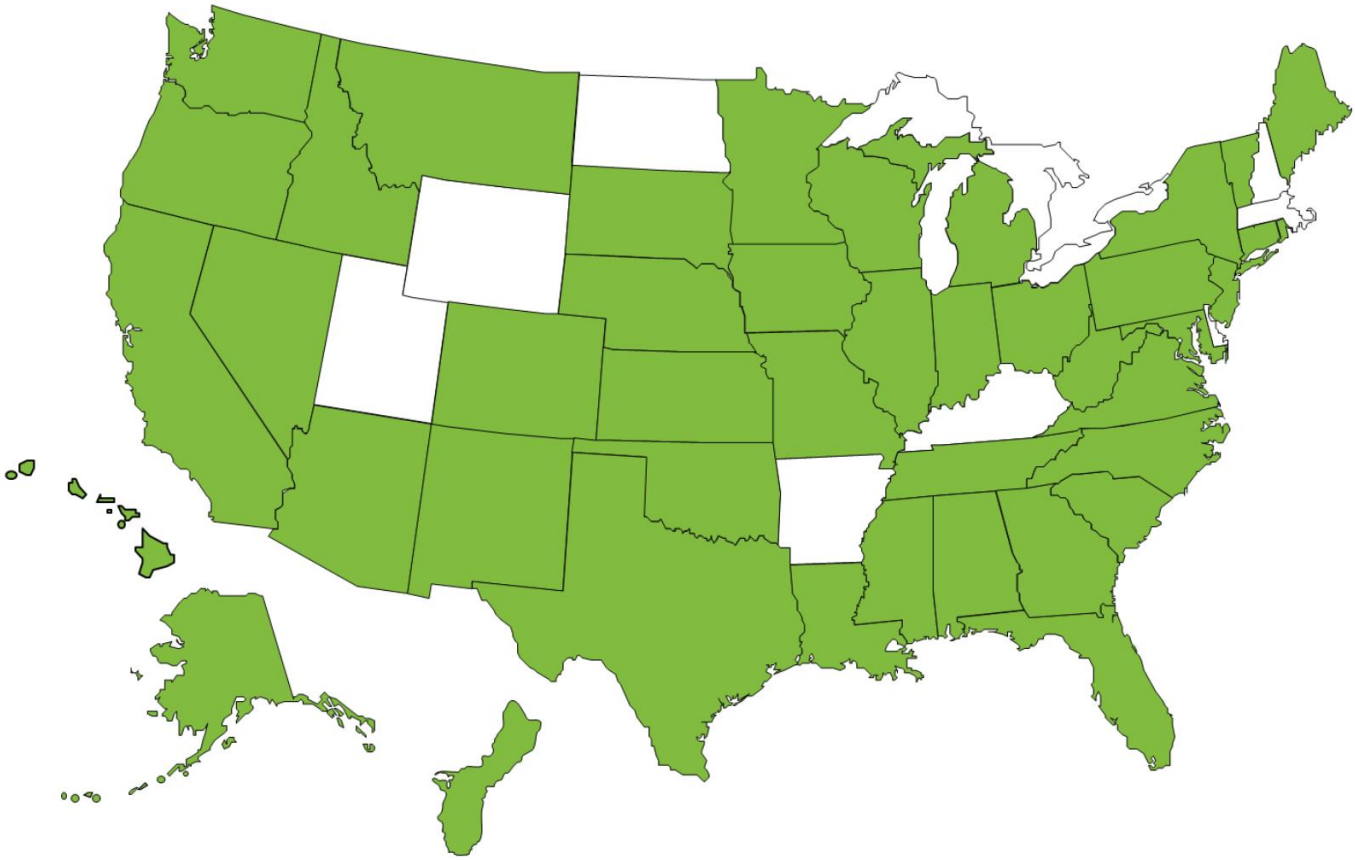
EMS|MC

The EMS|MC Footprint

Headquartered in Winston-Salem, North Carolina, with 5 regional offices, and remote workers nationwide, EMS|MC has a deep understanding of the uniqueness of each community, like yours, across the United States. We process more than 5.5 million claims annually nationwide for public, private, and hospital-based agencies with less than 1,000 trips per year to over 125,000 trips per year.

EMS|MC's National Footprint



EMS|MC

PWW|AG VAIRKO

1,500+ CUSTOMERS NATIONALLY

5.5 MILLION ANNUAL TRANSPORTS

5% YoY INCREASE IN COLLECTIONS

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A Deep Understanding of Texas EMS Landscape

EMS Management & Consultants, Inc. (EMS|MC) has a longstanding and comprehensive understanding of the unique needs and challenges faced by emergency medical services (EMS) providers in Texas.

Proven Experience with Texas EMS Agencies
EMS|MC proudly serves 21 EMS agencies across Texas, including those in major metropolitan areas such as Houston, Tyler, and the Dallas-Fort Worth (DFW) region. Our diverse client base ranges from large urban providers to smaller rural agencies, allowing us to tailor our solutions to meet the specific needs of each community we serve. This hands-on experience equips us with valuable insights into the operational, regulatory, and financial dynamics unique to Texas EMS organizations.

Active Engagement in Texas EMS Associations
We are deeply committed to staying connected with the Texas EMS industry through active participation in key professional associations. EMS|MC is a proud member of the Texas EMS Alliance and the Texas Fire Chiefs Association. Additionally, we actively participate in the annual Texas EMS Conference, staying abreast of industry trends, legislative updates, and best practices that directly impact EMS providers in the state. This involvement ensures that we remain at the forefront of policy changes and industry innovations, enabling us to advocate for and support our clients effectively.

Secure Data Management and Reporting
Data security and regulatory compliance are paramount in EMS revenue cycle management. EMS|MC employs advanced, secure technologies to gather, extract, and transmit data from Texas patient run records. Our systems are designed to ensure the integrity and confidentiality of sensitive information while facilitating efficient billing processes. We also manage the submission of critical reports to external agencies, including the Texas Trauma Registry and the Texas Department of State Health Services, ensuring our clients meet all regulatory reporting requirements with ease.

Texas Collections Expertise
Navigating the complexities of EMS revenue cycle management requires in-depth knowledge of the constantly evolving regulatory environment and payor requirements. EMS|MC has developed a comprehensive system that integrates strict compliance standards, specialized billing expertise, and cutting-edge automation to maximize financial recovery for our clients in Texas. Our proactive approach ensures that Texas EMS agencies can maintain compliance, improve cash flow, and focus on delivering exceptional patient care.

Our commitment to operational excellence and financial performance has consistently delivered measurable results for our Texas clients. By leveraging our expertise and innovative solutions, EMS|MC stands as a trusted partner dedicated to supporting the financial health and operational success of EMS providers throughout Texas.

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EMS|MC

Rooted in Innovation

EMSmart™, our proprietary intelligent billing platform, provides EMS agencies with unmatched compliant revenue performance.

EMSmart™ is a rules-based processing engine that brings the best of human judgment and automation together to ensure the highest clean claim rate and cash-per-trip results.

EMSmart™ implements smart automation in key spots of the billing process

ICD-10 Coding

Medical Necessity Determination

Level of Service Determination

Priority Determination

EMSight™, our client business intelligence portal, is the City of Midland's bird's-eye view into revenue, reporting, benchmarking and more.

Comprehensive Business Intelligence

Intuitive dashboard

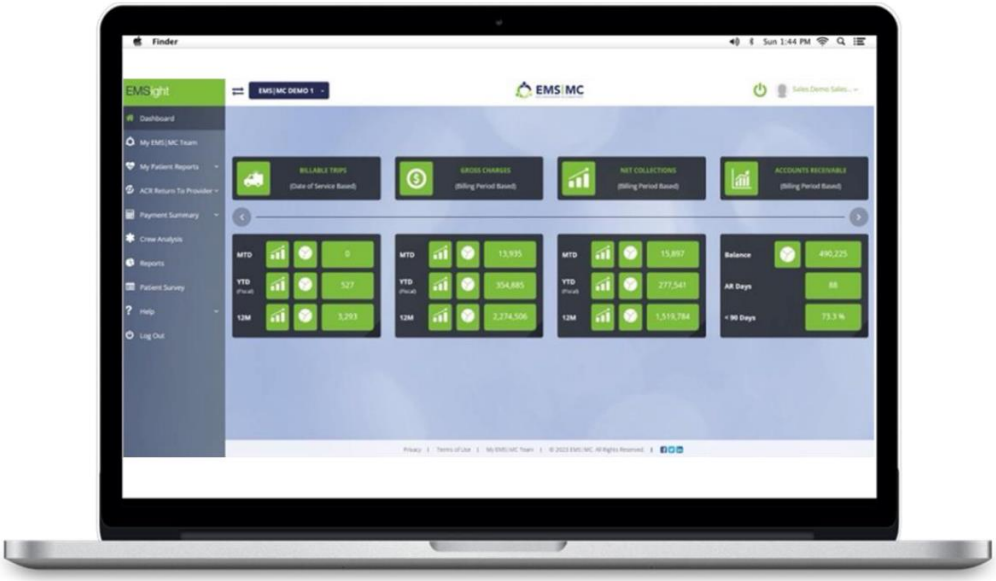
- Transports
- Charges
- Collections
- Accounts Receivable

Tailored User Experience

- Job Function Role Definition

Flexible and Transparent Reporting

- Easy Transport level detail
- Payer Mix
- Run Mix
- Payment Posting
- Payment History



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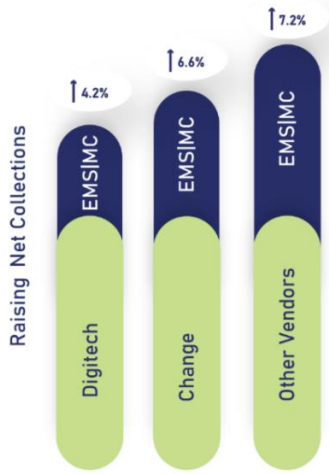
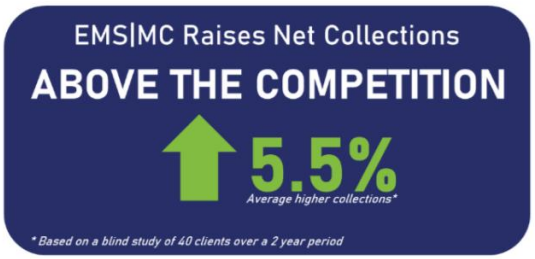
EMS|MC

Reimbursement

EMS|MC is raising the bar, providing the services and technologies that allow first responders to focus on delivering care. Every day we deliver customized, industry-leading Revenue Cycle Management (RCM) solutions powered by our proprietary EMSmart™ billing platform to improve billing efficiency while working to increase your reimbursement. More than 1,500 EMS agencies nationwide trust EMS|MC. Our RCM solutions are proven to raise net collections above the competition.





Collections Maximization

EMS|MC's claims management methodology is a multi-step process built around our processing platform, EMSmart™. This platform delivers the industry's best rule-based process automation while retaining human judgement at the appropriate points in the billing cycle to maximize your reimbursements. EMS|MC is the industry leader in providing HIPAA-compliant revenue cycle management that delivers optimized collections to our clients across the nation.

SCOTLAND COUNTY EMERGENCY MEDICAL SERVICES

We've seen an increase in our collection rate, and we've been able to get new equipment as a result of it, so it's been a good partnership.

- Robert S.
Scotland County EMS

EMSecurePay™ is EMS|MC's high-volume patient credit card payment portal that processes over $5.5 million in patient payments per month. Patients can also setup a payment plan, enter credit card/bank information & pay the invoice. Payments can be made via credit card, ACH, Paypal, or Venmo.

venmo MasterCard PayPal VISA

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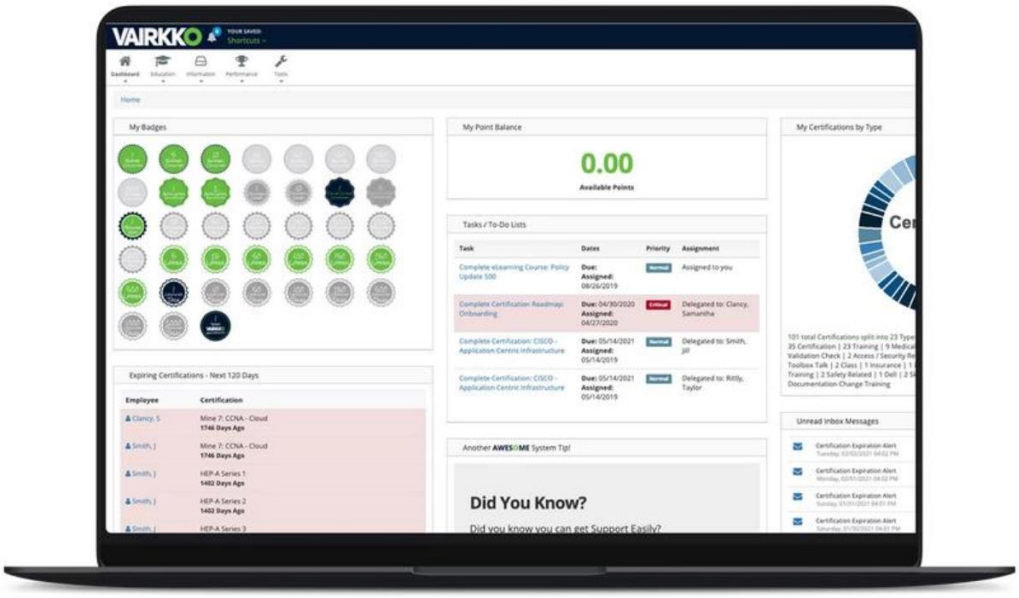
EMS|MC

Resources

We help you manage your most valuable resource: your people. We offer tools and technologies that assist EMS and mobile healthcare organizations with core operational functions, ensuring you are staffed appropriately and with the right credentials.

Through customized resource management solutions, including our EMSmart™ platform and workforce management platform from VAIRKKO, we can provide technology that offers flexibility to manage your operations from scheduling and payroll to fleet and certification management. A VAIRKKO solution can be included in your revenue cycle management contract.

Our HR and LMS (learning management system) solutions help transform business processes and increase staff productivity through a combination of technology and human touch. You can track and manage crews to ensure you are staffed accordingly and offer ways for your team to upskill and enhance their expertise.



Through PWW|AG, our clients gain access to industry-leading, National Academy of Ambulance Compliance (NAAC), accredited education and training on topics affecting the EMS and mobile healthcare industry.

Another valuable resource offered by EMS|MC is Crew Analytics. Through our industry leading technology, we can offer comprehensive and focused training for crew members at every level, ensuring greater depth and understanding across the board, which ultimately increases revenue.

By The Numbers

2.2B	99.8%	1,500	5.5M	99.7%
In revenue collected annually for clients	Compliance in payment delivery	National Clients	Transports	Claim quality levels

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EMS|MC

Regulation

PWW|AG

EMS|MC's consulting division, Page, Wolfberg & Wirth Advisory Group (PWW|AG) assesses and drives transformational change, adopting best practices to better serve patients and their communities.

The team brings an unmatched understanding of the industry and its complexities because we've been in it for decades. With the insight and the expertise of our advisory and compliance group, we help you navigate compliance and operational challenges. PWW|AG offers a legacy in EMS and mobile healthcare, delivering a multidisciplinary approach to help tackle the challenges modern emergency and mobile healthcare agencies face today.

Doug Wolfberg -Founder/Partner

Stephen Wirth – Founder/Partner

Ryan Stark – Partner

Kim Stanley – CCAO

Certification

NAAC

NAAC (National Academy of Ambulance Compliance) represents the industry's "Gold Standard of Excellence" in compliance, ethics, and integrity in all facets of ambulance compliance.

NAAC provides premier training and education to ambulance billing, coding and compliance professionals and field providers through its 5 certifications, viewed below.

NAAC provides industry-specific training that gives each Ambulance Biller, Compliance Officer or Privacy Officer, Documentation Specialist or Financial Officer a solid baseline of critical knowledge necessary to become well-informed, conscientious, compliant, and proficient.

EMS|MC's billing and coding staff are NAAC-certified professionals and maintain their competency through annual continuing education requirements. NAAC provides and accredits a wide range of continuing education programs throughout the year, both in classroom and online offerings. EMS|MC complies with all applicable federal, state & local laws & regulations as they apply to the services being provided, including maintaining confidentially for all medical & patient information in accordance with HIPAA.

CAC Certified Ambulance Coder | CADS Certified Ambulance Documentation Specialist | CACO Certified Ambulance Compliance Officer | CAFO Certified Ambulance Financial Officer | CAPO Certified Ambulance Privacy Officer

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EMS|MC

Why EMS|MC?

EMS|MC is the industry leader in providing EMS focused HIPAA-compliant revenue cycle management that delivers optimized collections to our clients in Texas, and across the nation.

From our founding by a paramedic nearly three decades ago, EMS|MC stands apart from the competition by continuing to service small municipalities and rural departments, as well as innovate and grow with our partners in larger cities. EMS|MC might be the nation's premier EMS billing provider, but we have not lost touch with our roots and the personal approach we started with back in 1996.

Cabarrus County EMS

When I think EMS|MC, I think reliability, and patient-centered, customer-centered service.

- Alan T.
Cabarrus County EMS

EMS|MC realizes the importance of the City of Midland's mission to compassionately provide critical medical care to your patients. Our described solution details how we provide accountable and intuitive customer service, transparent and accessible tools and technology, and a dedicated approach focused on opportunities so you can stay committed to your mission and serve your community.

MIDLAND FIRE DEPT. EST. 1909 COMPASSIONATE-CARE PROFESSIONAL-SERVICE TRAINING AND EDUCATION

EMS|MC

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Qualifications

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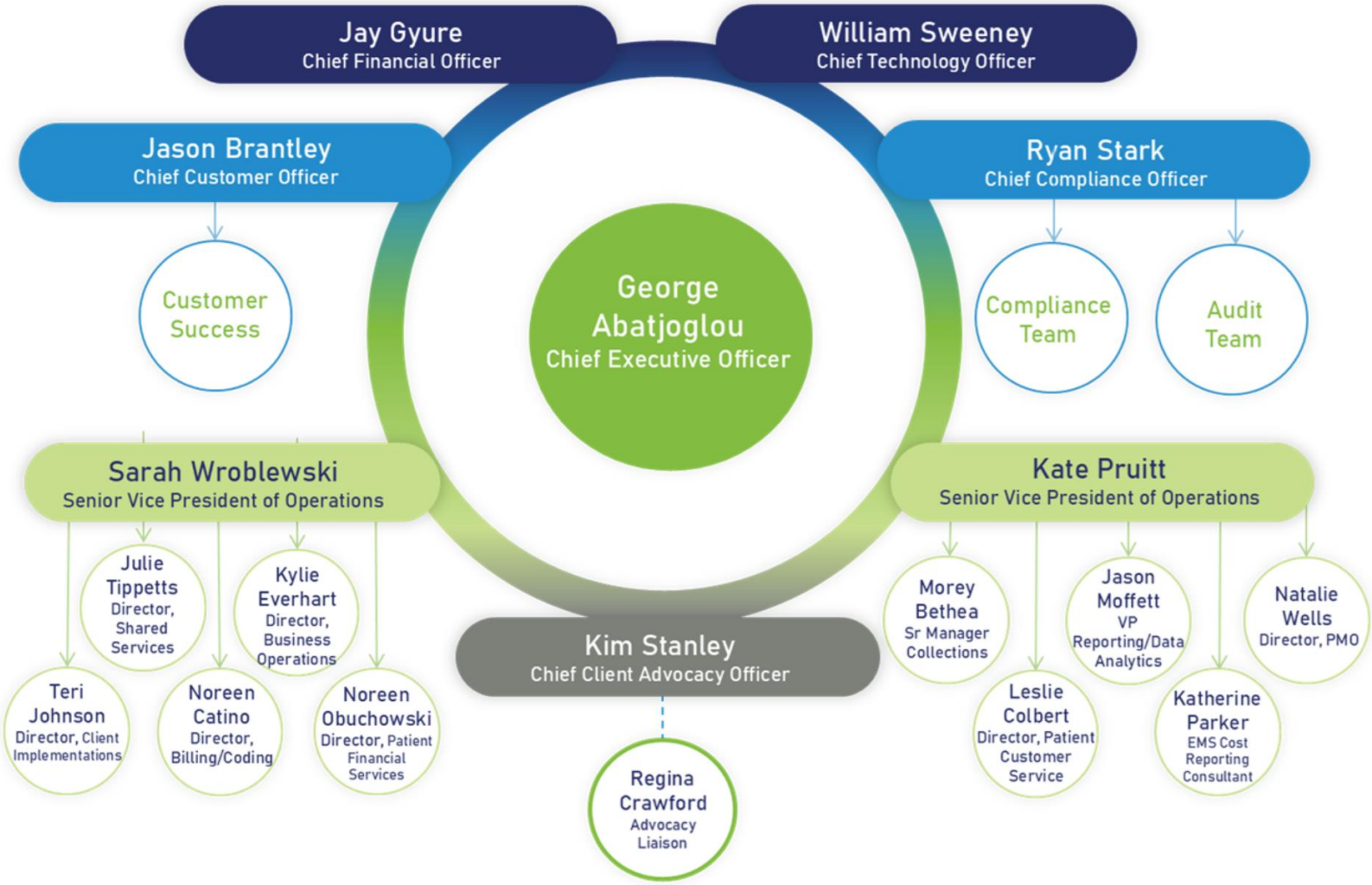
Qualifications of EMS|MC Personnel

EMS|MC has over 750 team members on staff spanning our six office locations. The Winston-Salem office headquarters location will be the primary servicing office for this contract. At least 15 full-time equivalent resources from our headquarters in North Carolina would be focused on core areas for the City of Midland such as billing, dedicated support from your Customer Success Executive, account follow-up, and other functions.

Organizational Structure



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The City of Midland's Team

EMS|MC maintains a personal, client-focused approach, organizing our infrastructure so that the City of Midland has a dedicated Customer Success Executive throughout the life of the partnership as well as a Project Manager to lead the onboarding process. All current employees have been vetted through E-Verify and are monitored against the OIG Exclusion Database monthly.

We have designed our Revenue Cycle Management program to be scalable & manage our staff-to-claim ratio to ensure that we are adequately staffed to handle the increases in volume to meet the KPIs set by the City of Midland & EMS|MC during the deployment phase.

EMS|MC believes separation of operations achieves optimal results as it allows our robust teams to apply their specialization to our client's key value drivers.

The City of Midland's Customer Success Executive (CSE)

Morgan Hoffert | Morgan.Hoffert@emsbilling.com | 336.290.7056

Morgan ensures optimal performance, offers industry best practices & consults on compliance for her clients. She works closely with all the departments within EMS|MC to help the City of Midland maximize revenue recovery & ensure they have all the necessary documentation & resources for daily, weekly & monthly reconciliation.

Morgan joined EMS|MC in 2021 and has over 4 years of combined experience and education within the ambulance billing field.

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The City of Midland's Deployment Manager (DM)

Sandy Laganowski | sandy.laganowski@emsmc.com | 336.397.3700

Sandy is responsible for achieving critical milestones throughout the EMStart onboarding process & will ensure that all tasks are met prior to go-live for the City of Midland. Your Deployment Manager will pair an encompassing project oversight with intentional internal conversation.

- Education: Lakeland University
  - Master's in Project Management

Credentialing Team

EMS|MC's Credentialing Team ensures the filing of required forms to obtain NPIs, Medicare, state Medicaid, provider enrollment applications, on-going revalidations, as well as any other licensure needs of the City of Midland.

Customer Success Representative

You will rely on your Customer Success Representative on a day-to-day basis, to handle any questions or concerns that may arise.

Director of Customer Success

You will have access to our staff, organization wide, including our Director of Customer Success who is well experienced in the industry and capable of addressing client needs.

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EMS|MC

EMS|MC Leadership

In addition to a dedicated account management team, the City of Midland will have complete access to our CEO, Chief Client Advocacy Officer, Chief Compliance Officer, and/or any other executive.

George Abatjoglou, Chief Executive Officer
george@emsmc.com | 781.710.3602

George joined EMS|MC in January of 2023, bringing more than 20 years of healthcare experience to the team. Prior to joining EMS|MC, George held the role of CEO at Kemberton Healthcare Services, IOD Incorporated and eWebHealth, bringing success and growth to each by leveraging his financial and operational leadership skills.

- Education: Miami University
- Experience: 20+ Years in Healthcare

Kim Stanley, CACO - Chief Client Advocacy Officer
kim.stanley@emsmc.com | 336.714.9091

Kim Stanley was employed with Medicare as the EMS Liaison for more than a decade. Working in conjunction with CMS & various State committees, Kim developed key reimbursement policies at both the carrier & federal levels. Kim has been with EMS|MC since 2003 & serves as the Chief Client Advocacy Officer.

- Experience: 20+ Years in Healthcare
- State and National Advocacy reimbursement committee's contractor advisory groups
- Nationally Recognized Expert on Billing/Compliance/Medicare
- CAC Certified

Ryan Stark - Chief Compliance Officer
ryan@emsmc.com | 717.691.0100

Ryan Stark is a Managing Partner with Page, Wolfberg & Wirth, and counsels clients on labor relations, privacy, security, reimbursement, and other compliance matters affecting the ambulance industry. Ryan developed and is the primary instructor for the nation's first and only HIPAA certification for the ambulance industry - the Certified Ambulance Privacy Officer. He co-authored PWW's widely used Ambulance Service Guide to HIPAA Compliance.

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Jason Brantley, Chief Customer Officer
jason.brantley@emsmc.com | 205.410.4345

With over two decades of experience in technology-enabled healthcare services, Jason Brantley is a seasoned leader known for his laser-like focus on delighting customers, ensuring optimized operations and better outcomes. As the Chief Customer Officer at EMS|MC, Jason oversees every facet of the customer journey, from strategic planning, sales & marketing, and customer success.

- Education: Auburn University
- Experience: 20+ Years in Healthcare
  - Technology, Sales, and Marketing

Jay Gyure, Chief Financial Officer
jay.gyure@emsmc.com | 336.575.7079

Jay joined EMS|MC in July 2017, bringing more than 25 years of financial management, project management & public accounting experience. Prior to joining EMS|MC, Jay was the Corporate Controller at Remington Outdoor Company where he was responsible for the company's accounting & specialized in the financial operations integration of over a dozen mergers & acquisitions. Prior to his tenure at Remington, Jay spent 4 years at Avery Dennison Corporation where he had various roles including Division Controller & Project Manager for an ERP systems implementation across the country.

- Education: Indiana University
- Experience: 25+ Years in Financial/Project Management, & Public Accounting
  - International integrations and acquisitions
- CPA License

William (Bill) Sweeney, Chief Technology Officer
bill.sweeney@emsmc.com | 336.701.1311

William is a seasoned leader in the technology-enabled healthcare services space. As a CTO, CIO and CISO he incorporates tried and true industry solutions, leading-edge cloud infrastructure and innovative software to create platforms and modules that drive up productivity within an envelope of security and reliability. As CTO of EMS|MC, Bill's mission is to lead the development and expansion of the EMSolutions Platform as the most compelling and impactful EMS platform in the nation.

- Education: University of Massachusetts at Amherst
- Experience: 25+ Years in Healthcare Technology
- Cisco and Microsoft Certified

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Kate Pruitt, Senior Vice President of Operations
kate.pruitt@emsmc.com | 336.245.6036

As SVP, Kate oversees process efficiencies, organizational structure, call center methodology & operations management. In addition, Kate's strong leadership provides our clients with strategic oversight to onboarding & account management. She joined EMS|MC in 2005 as Operations Manager for the West Point, GA, office, formerly Ambulance Billing Consultants, Inc. Prior to EMS|MC, she served for 10 years as Director of Operations & Finance for InView, a subsidiary of InterCall, a telecommunications corporation. Kate holds her CAC certification from the NAAC & is a graduate of Troy University with a Bachelor of Science in Accounting.

- Education: Troy University
- Experience: 20+ Years in Operations & Finance
- CAC Certified

Sarah Wroblewski, Senior Vice President of Operations
sarah.wroblewski@emsmc.com | 847.791.0658

Sarah was raised with strong family ties to the fire industry and started her passion for EMS at a young age. She has spent over 25 years in revenue cycle management in various roles developing a customer-centric approach to operations. Sarah spent the last 20 years as Chief Operating Officer at Andres Medical Billing out of Illinois. In 2023, she assumed the position at EMS|MC as Senior VP of Operations focused on the Midwest Region. Sarah oversees daily operations and implementation of new clients and prioritizes efficiency.

- Experience: 25+ Years in Fire/EMS Industry
  - Midwest Experience
  - First Class Customer Service

Regina Godette-Crawford, Advocacy Liaison
regina.crawford@emsmc.com | 336.397.3747

Regina joined EMS|MC in January 2016 bringing over 33 years of experience in EMS regulatory oversight & administration. Regina worked for the Office of EMS for over 22 years before retiring. She held position of Regional Specialist, which included inspections, regional exams & technical assistance to EMS providers; Regina served as an advocate for EMS providers in the state General Assembly and is a member of the Biden/Harris Ground Ambulance Patient Billing Senate Committee.

- Education: East Carolina University
  - University of North Carolina at Greensboro
- Experience: 30+ Years in EMS Industry
- National Voice in EMS Advocacy

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EMS|MC

References

EMS|MC has nearly three decades of experience helping EMS systems navigate complex business needs related to EMS billing, revenue & growth, all the while maintaining focus on the importance of the communities they serve. EMS|MC serves communities across the United States, processing more than 5.5 million claims annually. Our response to the City of Midland throughout includes detailed information about our capabilities & experience; however, we feel it is best to hear it directly from our client partners – our references.

Colorado County EMS
Michael Furrh
979-732-2188
michael.furrh@co.colorado.tx.us

Waller County EMS
Rhonda Becvar
979-826-6063
rhonda.becvar@wallercountyems.com

City of Killeen
James Schambers
254-501-7696
jschambers@killeentexas.gov

Copperas Cove
Gary Young
252-547-2514
gyoung@copperascovetx.gov

Williamson County EMS
Beth Jones
512-943-1273
bjones@wilco.org

Gonzales County ESD 1
Eddie Calendar
830-672-4949
executive.director@gonzalescoesd1.org

City of North Richland Hills
David Rainwater
817.427.6978
drainwater@nrhfd.com

Washington County EMS
Kevin Deramus
979-277-6267
kderamus@washingtoncountytx.gov

City of Idaho Falls
Jon Perry
208.612.8495
jperry@idahofalls.gov

City of League City
Nicole Smith
281.554.1207
nicole.smith@leaguecity.com

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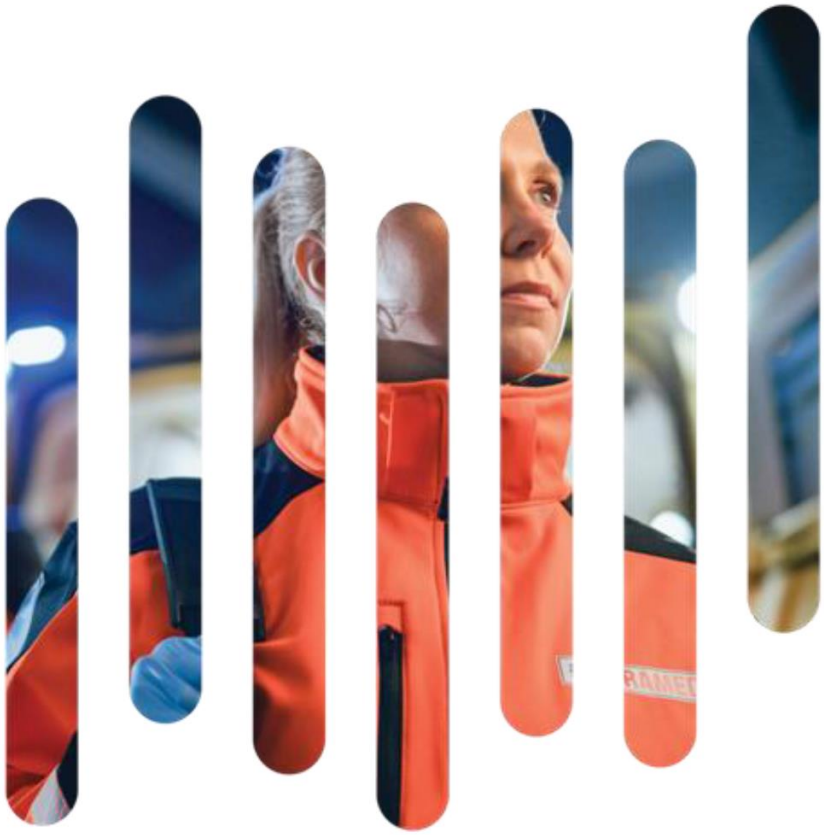

Scope of Work

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Scope of Work Agreement

EMS|MC will meet & exceed the needs of the City of Midland. EMS|MC offers a customized "best practice" approach to each client at an all-inclusive rate. Our emphasis on technology & applications, based on client needs, helps us deliver the highest quality of service and performance so that your team can compassionately provide critical medical care to your community.

Scope of Work	Description	EMS|MC Complies
4.1	The chosen contractor must have the ability to electronically submit claims to Medicaid, Medicare and third-party payers. This includes expertise in unique coding and claims processes utilized by the medical insurance industry	Yes
4.2	Personnel devoted to this collection effort shall be competent, qualified, experienced, and local to Texas to assure a vigorous collection effort with a substantial likelihood of success. Personnel profiles or resumes shall be submitted.	Yes
4.3	The successful proposing firm will be a member of American Collectors Association International.	Yes
4.4	The successful proposing firm will be a member of the Texas Ambulance Association.	Yes
4.5	See agreement for insurance requirements	Yes
4.6	During the term of the contract, the successful proposing firm shall maintain a Third-Party Debt Collectors Bond in the amount of $10,000.00.	Yes
4.7	The successful proposing firm shall respond to all requests and inquiries, either written or verbal in a courteous and timely manner, not to exceed five (5) business days.	Yes
4.8	The contract firm shall have a point of contact representative for account management located in Texas to facilitate the operations with the City of Midland on a personal basis. Must possess a brick and mortar in Texas with a bonified physical address not PO Box.	Yes
4.9	The successful proposing firm shall provide City of Midland with monthly aging reports reflecting the status of all accounts that are currently active and the contractor's collection results.	Yes
4.10	Given reasonable notification, the Contractor agrees to allow free and open inspection by City of Midland or its designee of Contractor's equipment and records for, the purpose of ensuring continuing compliance with the terms of the Agreement and all applicable laws, rules and regulations.	Yes
4.11	Fees shall be proposed as percentages of actual collections. Fees shall be expressed as percentage of actual collections. Midland desires awarded bidder to	Yes

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	deduct fee prior to remittance. Remittance shall occur monthly and shall be accompanied by detailed reporting documenting the amounts paid.	
4.12	The contracted firm must be able to gain access to and must have a documented, long-term relationship with ESO billing software and ESO Healthcare Connective Solution website.	Yes
4.13	The contracted firm shall have an online web portal for the City of Midland to run reports and complete patient inquiries.	Yes
4.14	All claim information must undergo human review (not solely computer-based) prior to submission and during any follow-up or appeals.	Yes
4.15	The contracted firm should help in establishing payor relationships.	Yes
4.16	The contracted firm shall provide annual client training to keep the City of Midland informed about regulatory changes and evolving industry best practices.	Yes
4.17	The contracted firm must provide in-house fire billing and shall not rely on third-party subcontractors.	Yes
4.18	The contracted firm agrees that the scope of work does not include legal services of any kind.	Yes

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EMS|MC

Implementation

Day 0 -7

Initiation

- Kick – Off Meeting
- New Customer Questionnaire
- New Customer Checklist
- Project Plan Review
- Communication Plan Finalized

Day 8 - 14

Analysis

- Customer Questionnaire Review
- Customer Documentation Review

Day 15-40

Configuration

- ePCR Access & Configuration
- IT Systems Setup
- Billing System Setup
- Payor Enrollment
- Customer Specifications
- Deposit Method
- Collections, DSO, Wage Garnishment, Reconciliation and Reporting

Day 41-59

Testing & Training

- EMScholar
- ePCR Import Test
- Internal Customer Specification Training

Day 60

Go-Live

- KPI and Metric Assurance

Day 121+

Sustainability

- Post Go-Live Handoff to Customer Success
- Ongoing Support & Training
- Business Reviews Monthly
- Onsite Quarterly
- EMScholar Support

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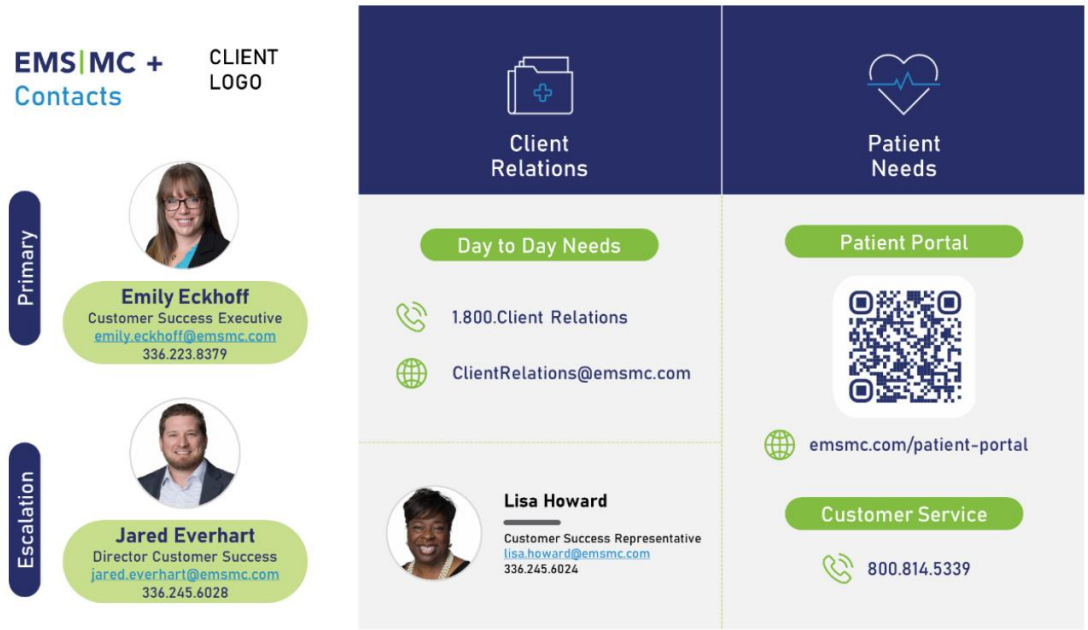
Onboarding Process

EMStart is EMS|MC's methodical and meticulous deployment process. EMS|MC agrees to all items outlined in the Scope of Work & can guarantee the City of Midland a smooth 45–60-day onboarding process. EMStart is a proactive, collaborative process driven by critical deployment milestones that we accomplish together with our clients. We track the progress & successful completion of each milestone on a 300+ line project plan that is tailored to your agency.

EMS|MC ensures the City of Midland that the Implementation Process will be initiated on the day of contract execution. During the onboarding process the City of Midland will be given a communication guideline on their EMS|MC Team. A sample client contact card is provided below.



Deadlines are carefully established for each deployment task, so we meet our target completion dates for each milestone & commence billing on the go-live date jointly agreed upon with your agency. Your dedicated EMStart team closely monitors the implementation timeline & project plan providing ongoing visibility & critical milestone status updates to your agency.

The EMS|MC onboarding process begins promptly after the contract & BAA are fully executed. EMS|MC conducts a full internal training to all employees assigned to the City of Midland's account before the go-live date.

> You guys helped us make this as seamless as possible, and we could not have asked for a better lead-up to this transition. We look forward to many years of a great partnership.
>
> - Derek J.
> Gilbert Fire and Rescue Department

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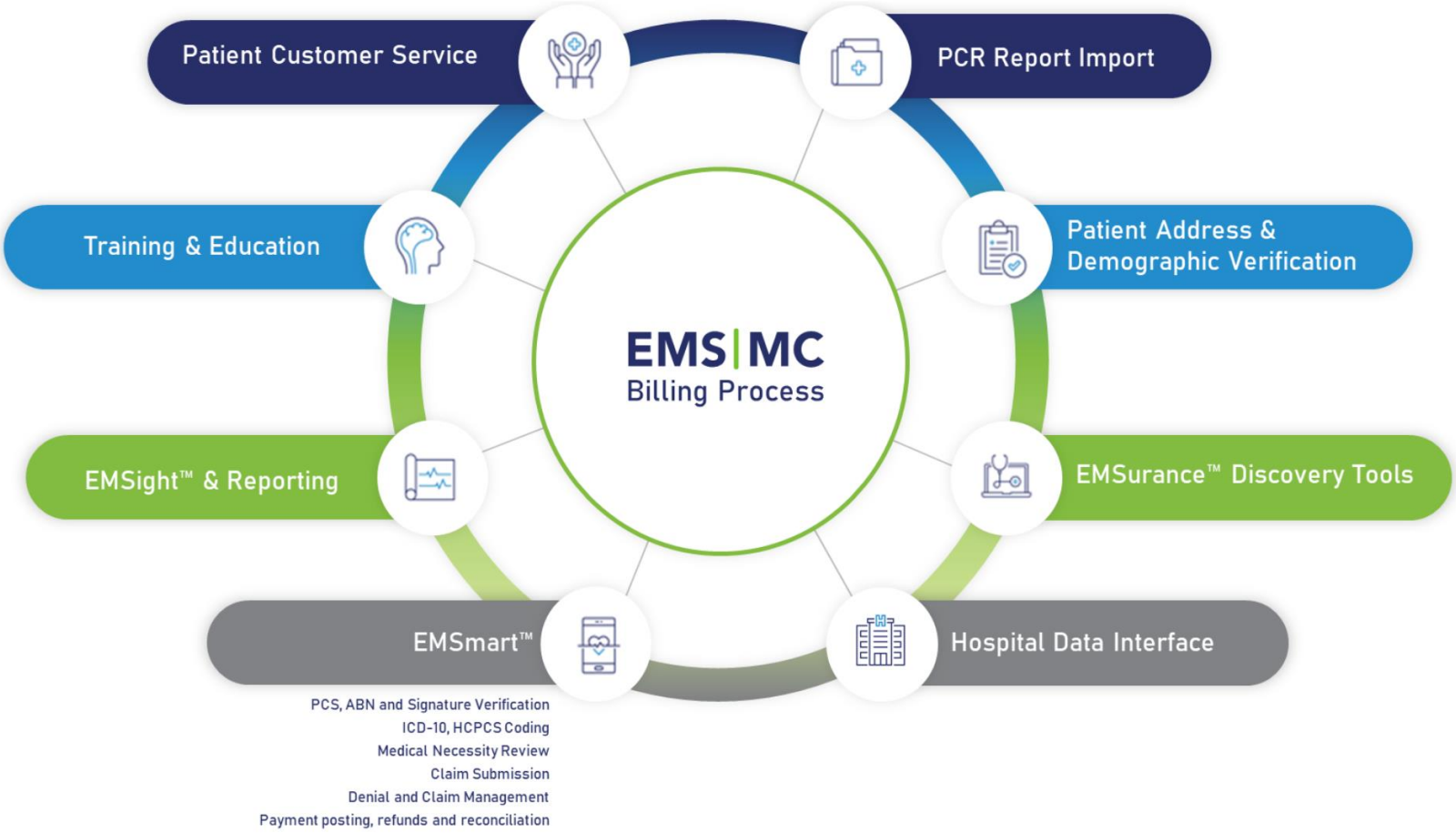
How We Bill

EMS|MC knows billing. We have developed a multi-step claims management process with a focus on automation that minimizes human "touch points" & increases approved claims. We have teams in every category of the billing process providing diligence around persistent follow-up, ensuring separation of operations.



The above EMS|MC graphic depicts a condensed breakdown of our process. The following pages will provide detail on each step - PCR Report Import, Patient Address & Demographic Verification, EMSurance Discovery Tools, Hospital Data Interface, EMSmart, EMSight & Reporting, Training & Education, and Patient Customer Service – ensuring compliant & successful billing for the City of Midland.

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The Path of a Claim

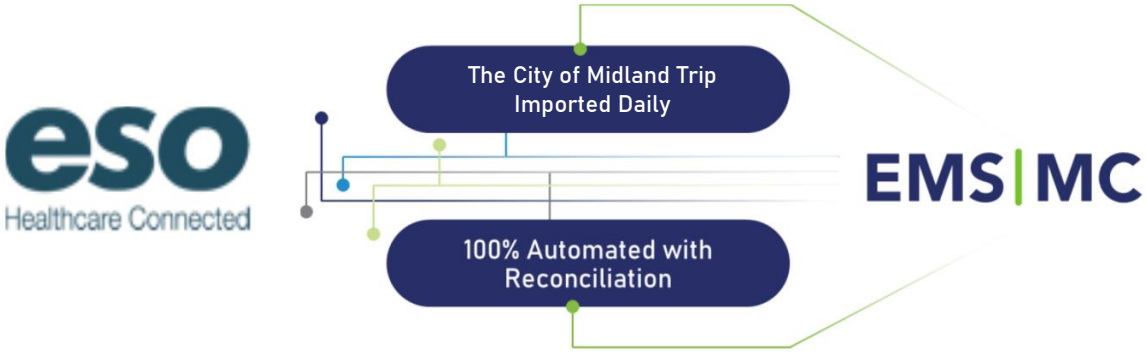
PCR Report Import

The claims coding & billing process for all payors begins with the import of PCRs. The patient narrative is a critical element in determining coding decisions & is imported into the EMS|MC billing system where a billing specialist will review & make coding decisions based on the information contained in the PCR.

ePCR Partnerships

EMS|MC's established ePCR vendor partnerships utilize automation designed to provide minimal manual intervention by both clients & the EMS|MC team – thus reducing the opportunities for human error & denied claims. the City of Midland is guaranteed efficient & accountable imports of the electronic Patient Care Records (PCR), & EMS|MC will provide an Import Confirmation Report (ICR).

EMS|MC & the ePCR Partnerships ensure reconciliation for the City of Midland. EMS|MC's data management team has a proven track record of success for each of our clients, ensuring that our data transmission process is consistent and stable. EMS|MC currently has over 480 active clients utilizing ESO and is processing over 2.3M claims annually.



EMS|MC Imports over 5.5 Million Transports Annually

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Patient Address & Demographic Verification

Once imported, our certified coders then review the entire patient record, and educated decisions are made regarding the appropriate ICD-10 code to apply, based on knowledge of regulations & payor-specific guidelines. At EMS|MC, we maintain that it is in the best interest of our clients that our team carefully reviews each claim, never relying solely on technology to make key coding decisions.

Upon completion, all claims are processed through our automated quality check. This audit process uses logic to identify potential errors that could lead to denials/rejections, correcting them accordingly before the claim is submitted to the appropriate payor. EMS|MC's management of call reports that lack sufficient information begins during the initial billing process. EMS|MC staff reviews each portion of the transport, including all attachments & narratives, to determine whether any information required for billing is missing. Below is a list of the most common missing information on call reports:

Most Common Missing Information on Call Reports

- Missing Pick-up/Drop-off Location & Missing Patient Demographic Information
- EKG Interpretations
- Non-covered transports with a destination of scene
- Unspecified Chief Complaint/Condition for Transport
- Poorly Documented or Unclear Medical Necessity
- Missing or Non-Compliant PCS Form/Signature AuthorizationForms

If the report is found to have insufficient information, the transport is placed on a dedicated schedule called the "ACR Return to Provider."

Trips on this schedule are made available for the City of Midland's immediate & actionable feedback, via the EMSight™ business intelligence web portal. The ACR Return to Provider (ACR-RTP) process allows the City of Midland to provide the missing information needed to initiate the billing process & allows EMS|MC to track & monitor the status of transports that have been returned.

EMS|MC will provide the City of Midland with a daily e-mail developed to alert you of any transport that has been placed on the ACR-RTP schedule the day before. This simple, yet effective, method of alerting you about specific transport issues allows you to quickly resolve the issues, keeping these transports moving through the billing process.

EMS|MC's average time to file a claim is *48 Hours*

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EMS|MC understands obtaining a valid signature at the time of service is not always possible. If signatures are not acquired at the time of service, EMS|MC offers EMSign, a signature wizard, whereby authorized parties can submit a digital signature online.

This feature helps keep transports off the ACR-RTP & moving through the EMS | MC billing process. We utilize mailed letters to obtain missing signatures, providing various opportunity for the missing information to be obtained.

Upon receiving the requested information, and in compliance with insurance program, our interactive feedback loop ensures that every billable transport is processed and sent to the appropriate payor.

Because of the timely filing period required of most payors, follow up procedures are critical and are a top priority for EMS|MC.

Once the claim has passed through the patient verification, insurance eligibility, and/or the ACR-RTP billing schedules, EMS|MC processes the claim within 48 hours of receipt. This is done only after the run report is imported, confirmed, reviewed for completeness, data entry is completed, & quality assurance performed. Many companies focus on how quickly they can get a claim submitted; however, experience has taught us that by spending extra time on the front end, we can greatly increase the success rate in getting the claim paid in the first submission.

Our billing system is schedule-driven to ensure accountability for each claim & prevent loss. Schedules are a vital part of the City of Midland's setup & software configuration process & dictate the internal workflow & follow-up activity required on each claim at very specific time intervals. Claims that are ready to be billed are placed on a schedule according to primary payor. As an example, a Medicare claim typically pays in 14-17 days. If we do not receive payment in 21 days, a follow-up process begins as follows:

- Our schedule-driven system will flag this claim if a payment is not received within the expected time period
- The billing system generates a daily workflow schedule of claims that are not paid or denied, according to the designated initial schedule
- Follow up calls & claim status research will begin immediately

We utilize electronic claim submission in every case possible. Medicare, Medicaid & most commercial insurance carriers accept electronic claims. The faster claims are batched & submitted to payors, the faster they will be paid to the provider.

The result is maximized cash flow and accuracy in claims. EMS|MC maintains a high clean claim percentage by ensuring every claim is verified using a proprietary automated quality validation system. This validation system uses complex logic that can identify many potential errors that could lead to claim rejections or denials, allowing EMS|MC to make corrections &/or conduct follow-ups where applicable.

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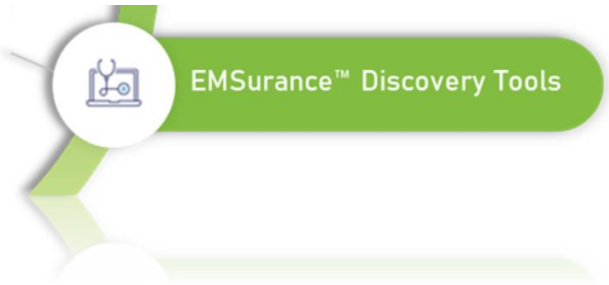
EMSurance Discovery Tools

EMS|MC understands the City of Midland's medics may not always be able to obtain insurance information at the time of service. Appropriately, we have chosen to invest heavily in insurance discovery. EMSurance, our proprietary insurance discovery tool, paired with our soft collections approach, allows EMS|MC to increase compliant collections for our partners. EMSurance automation successfully collects patient information by aggregating multiple channels into one process & does significantly well at moving patients out of self-pay accounts & into one of the insurance categories.



The City of Midland is provided with an outbound Customer Success Executive for insurance discovery. Should our databases prove unable to locate missing or incomplete information, EMS|MC will take appropriate next steps. Provided there is a valid phone number, our Customer Success team reaches out to the patient to further attempt to collect insurance information. Experience has taught us the timing of outbound calls, coupled with asking questions about insurance & address information, delivers faster results & a higher possibility of collection on claims.

Most callers are unaware of their coordination of benefits - EMS|MC Customer Success representatives always do their due diligence to obtain as much information as possible from the caller to ensure the correct insurance is being filed along with the correct patient's name &/or subscriber information. Every touch made on an account is documented through automation, producing a trail for our team to follow.

In addition, we document patient notes to include the conversation & concluding next steps of the inquiry. This history creates a unified understanding amid team members working together toward each patient's account resolution. The history of a trip tells our team the following:

History of a Trip

- When the trip was imported into EMSmart
- When a claim was filed - which can be used to prove timely filing
- When information was provided by the patient -may indicate a patient submitted information late
- When a payor or schedule was changed, what they were changed to & by who
- When & how a claim was sent out
- Credits & denials posted
- When an invoice has been sent out
- When an account has been mass moved to collections

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EMS|MC utilizes several resources/eligibility databases to find missing & incomplete insurance information.

EMSurance, one of our innovative billing technologies, provides an automated process to collect patient information by aggregating multiple channels into one process.

- Internal Search Engine – EMS|MC runs all new patients across our existing patient & client database to see if the patient is already in the system
- Hospital Data Connections
- Outgoing Telephone Calls – If necessary, our staff will place outgoing courtesy calls to the patient for the purposes of obtaining insurance information
- Request for Insurance Statement – EMS|MC mails a "Request for Insurance Statement" to the responsible party. Patient addresses are verified against the National Change of Address (NCOA) database to obtain current address information & reduce returned mail

Denied or Returned Claims

Denied or returned claims requesting additional information are assigned "reason codes" to track trends on specific payors & to provide internal auditing. As a result, we can easily provide analytical feedback to our staff & the City of Midland on field documentation &/or payor-specific approvalrequirements. Denial reports are routinely reviewed by the billing Operations Manager for payor/denial trends & potential coding issues.

If a claim is denied or rejected, EMS|MC has an appeal process in place for each claim to be reviewed by a Revenue Cycle Specialist to determine the root cause for denial or rejection, correct the claim, if possible, & then resubmit to the appropriate payor. EMS|MC stands behind our coding decisions, &, if necessary, will defend them all the way up to the ALJ level. This EMS|MC process has proven to increase revenue. Exhaustive measures are taken to ensure monies are not left uncollected & unnecessarily written off to bad debt.

Account follow-up is conducted for all denied claims, or those claims with an open balance status beyond the normal time frame in which insurers are required to process claims. Our billing system automatically flags these accounts based on the specific payor & age of the account so timely account research may be conducted.

This reporting allows our team to stay informed & make the necessary adjustments to our processes to avoid duplication and maintain exceptional collection performance.

Once a claim is researched & is fully determined to be non-covered, an invoice is submitted directly to the patient in accordance with collections specifications/procedures. The patient will also receive a denial letter with an explanation of benefits directly from their insurance carrier.

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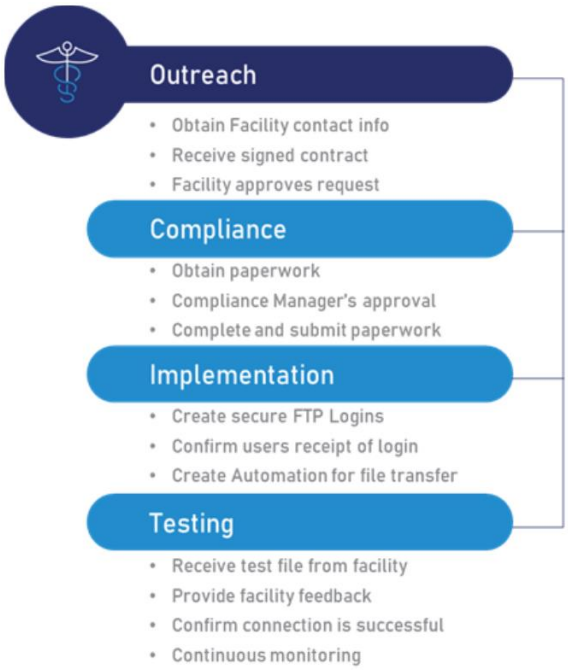
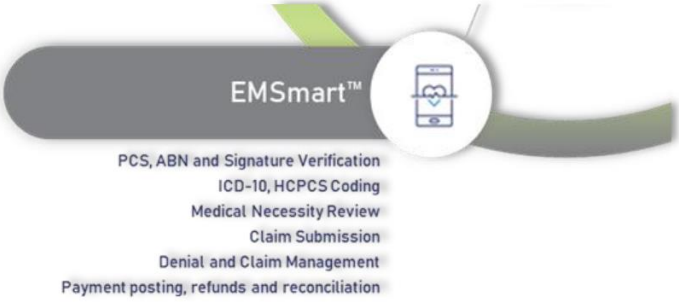
Hospital Data Interface

Working with the City of Midland, EMS|MC will be able to build trust with facilities to establish and maintain the proper data channels. The result is improved billing success & maximized revenue.



To the left is a flow chart describing how we connect to hospitals. All connections lead to our hospital data warehouse. A daily process compares the data with our billing system &, using a proprietary matching algorithm, moves the matching data into a workflow that is processed daily.

EMSmart™



EMSmart™ is EMS|MC's proprietary intelligent billing/workflow platform. It is a rules-based processing engine that allows EMS|MC to analyze multiple ePCR data points to aid in the determination of claim level of service & priority.

EMSmart™ brings the best of human judgement & automation together to ensure the highest clean-claim rate & cash-per-trip results in the industry. Once a claim is imported into EMSmart™, a rules-based engine completes automated assessment of the claim & then a Billing Specialist reviews 100% of imported claims to accuracy. After the review, the claim then moves to the appropriate workflow.

From there, Billing Specialists update patient demographic information & insurance as necessary, coding suggestions are reviewed, & then all trips are reviewed for signatures. EMSmart™ is the backbone of our billing process. During the EMStart onboarding process we create a client specification document that is based on your responses to our detailed questionnaire, and then we input your rules into our pre-processor.

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EMS|MC

EMSight™

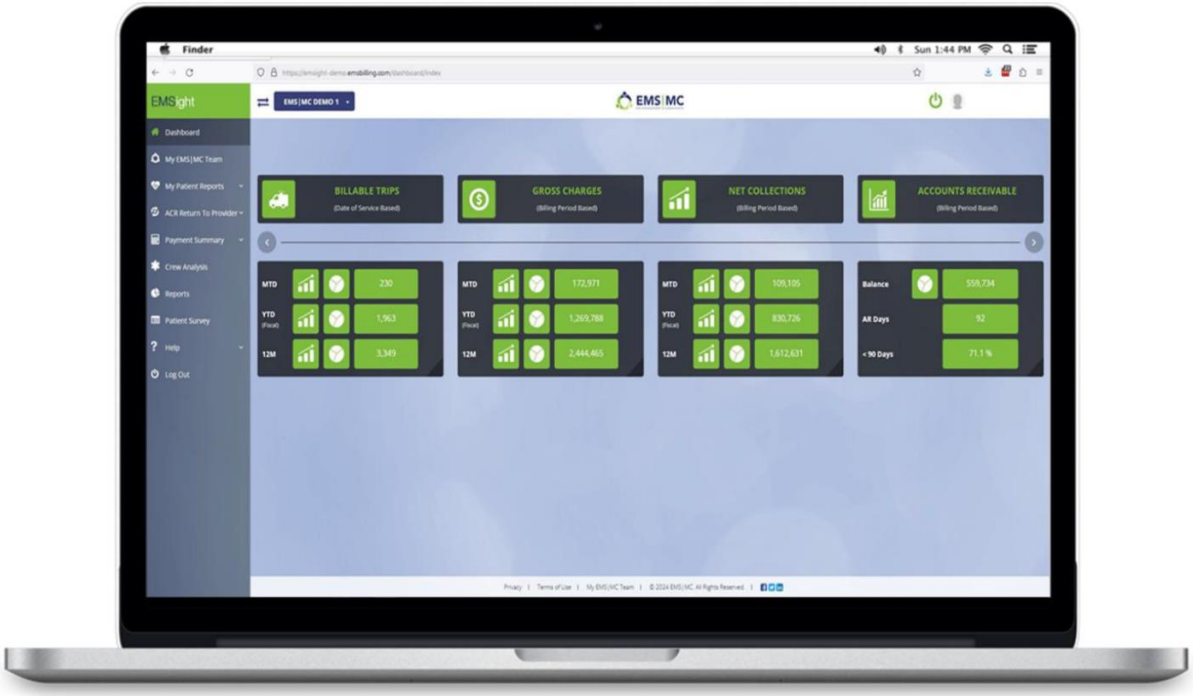
EMSight™ & Reporting

EMSight™ & Reporting

EMSight™ is EMS|MC's secure online business intelligence dashboard & reporting solution with real-time patient search functionality, collaboration/workflow tools, & robust payment posting module. EMSight™ offers daily, weekly & monthly reports with detailed accounting of billing & collections, including both summary & detail-level data in an easy-to-interpret format. EMSight™ was built around client feedback & was made to make your life easier. As an attentive partner, we attest to being dedicated to continuous process improvement & transparency for our client partners.

The City of Midland's designated personnel will have their own login ID & password for our secure client online portal website. Individual access is granted to a particular feature/portal and is based on the City of Midland's preferences and job function. There is no limit on the number of licenses or client employees accessing EMSight™. After logging in to the portal, clients are presented with a detailed dashboard divided into four subject areas:

Billable Trips, Gross Charges, Net Collections, & Account Receivables. Each icon or number displayed on the dashboard is drillable (can be selected for additional details) & will promptly display second or third level reports. Reports can be filtered by various criteria & exported to an Excel or PDF format.



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EMS|MC

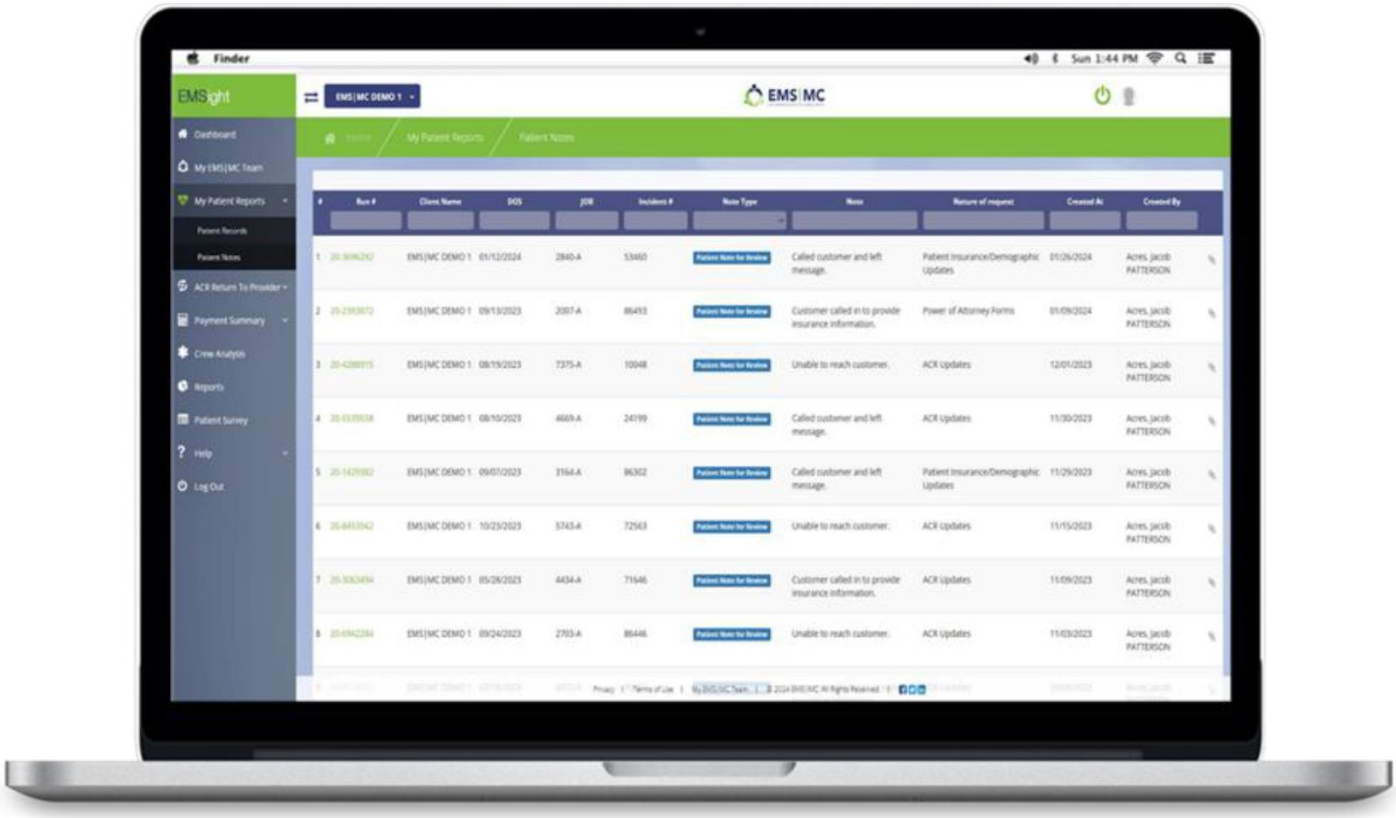
Reports

EMS|MC knows that business happens during non-traditional business hours, and we built EMSight™ for real-time availability. Beyond the standard EMS|MC month-end reporting package that the City of Midland will receive, EMSight™ provides reliable ad-hoc reporting that will help keep your billing data readily available 24 hours a day, 7 days a week.

This includes but is not limited to:

- Account Analysis By Month and Payor By Trip Date
- Account Analysis By Month By Trip Date
- Aging Report By Current Payor (Aging Date Based)
- Charge Detail Report (Post Date)
- Charge Detail Report (Trip Date)
- Charge Type Detail Report (Post Date)
- Charge Type Detail Report (Trip Date)
- Client Demographics – Mileage
- Client Import Report
- Credit As Type Summary Report (Deposit Date)
- Credit As Type Summary Report (Post Date)
- Credit As Type Summary Report (Trip Date)
- Payment Credit By Payor (Deposit Date)
- Payment Credit By Payor (Post Date)
- Payor Mix By Gross Charges by Trip Date
- Trip Detail By Primary Payor

EMS|MC realizes that unique reports often need to be created to offer invaluable organizational insight. EMS|MC has consistently been able to develop & provide these reports at no additional cost. Ad-Hoc reporting requests will be reviewed with your Customer Success Executive & our Project Management/IT teams to determine & develop the most effective reports.



There is no additional charge for customized reporting.

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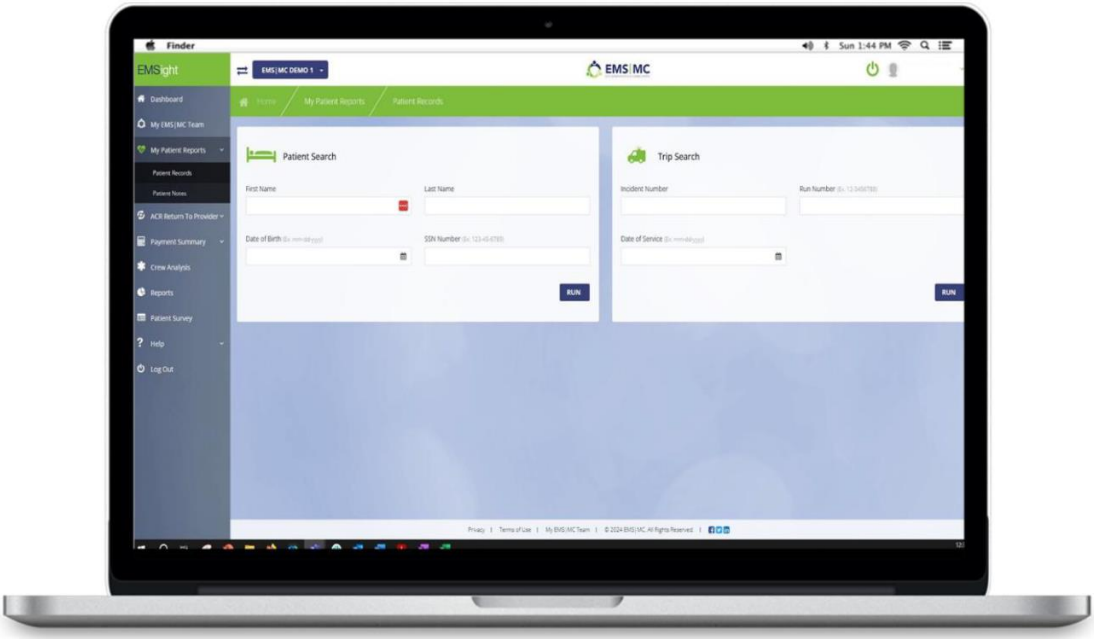
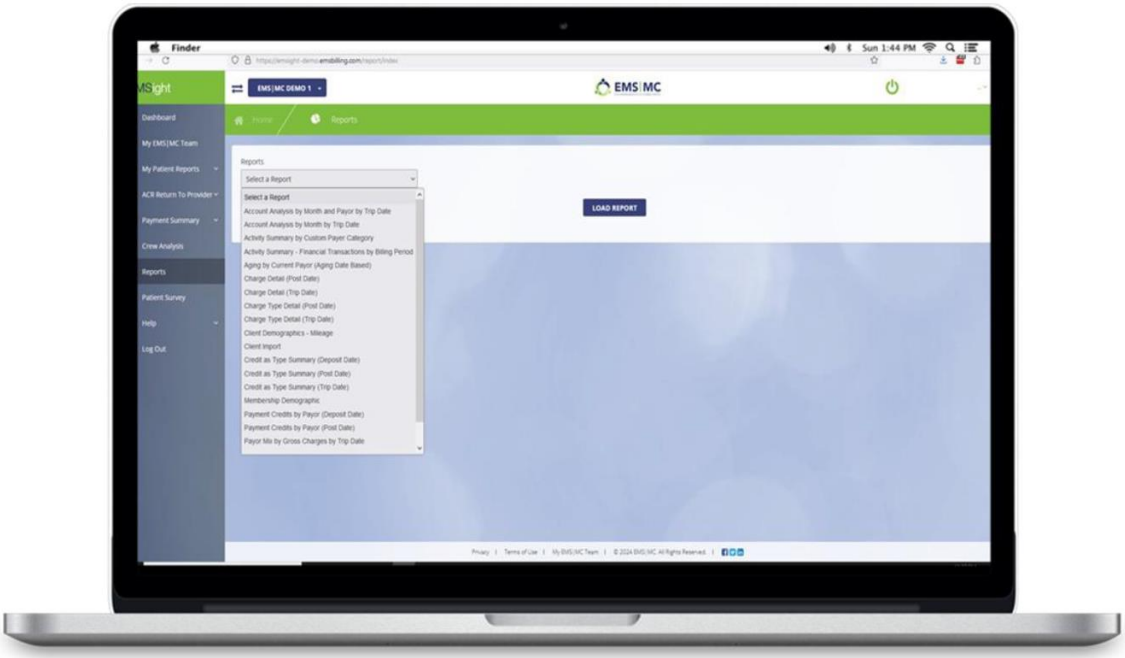
My Patient Reports

Besides drillable dashboards allowing multiple levels of detail, the City of Midland will have access to an array of modules using the left navigational menu. The following is the list of the most frequently used functionalities:



Patient Records – This area allows searching of our billing system records in real time using various search criteria: First Name, Last Name, DOB, SSN, Incident Number, Run Number, & Date of Service. Search results can be drilled down to a detailed report that can be printed.
Patient Notes – Patient Notes encourages users to add notes to specific patient accounts to drive transports to a new billing schedule. Users will be able to immediately note individual patient accounts, & specific transports, of any updates that might be related to that account.



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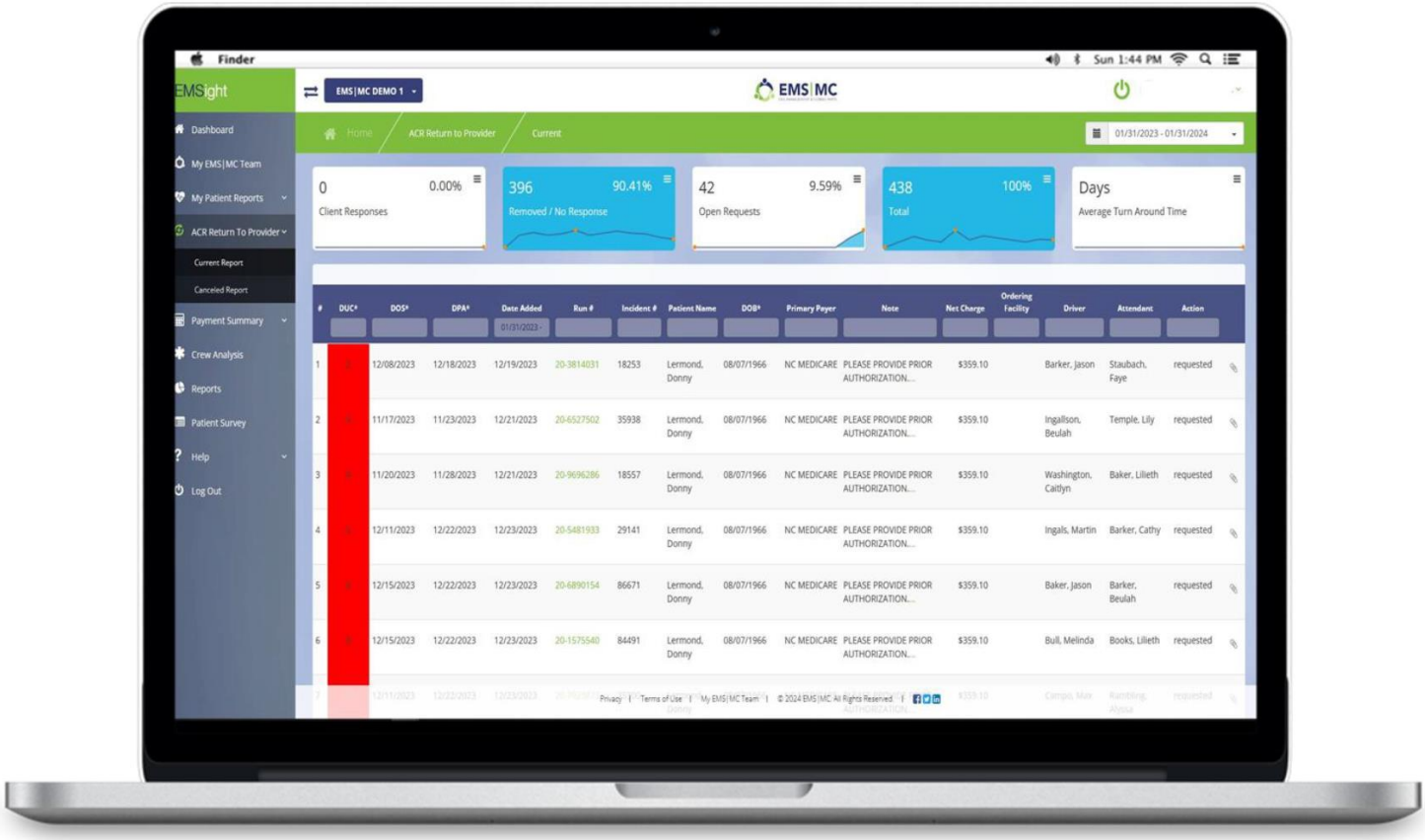
ACR Return to Provider | (ACR RTP)

ACR-RTP is workflow functionality that allows EMS|MC billing staff to return the trip back to the City of Midland as the trip is being worked in our billing system in real time. Some of the reasons for returning trips are missing PCS form, incorrect information listed on the PCS form, missing patient address, etc.

The City of Midland can access all the information under their fingertips, upload a missing file or correct the information on the portal. This interactive tool will allow us to collaborate with the City of Midland in real time, identify trends & eliminate any disruption in cash flow. Below is an example of one of the ways EMS|MC utilizes the ACR-RTP to maximize reimbursement opportunities:

- EMS|MC obtains the patient care record, which includes a narrative indicating that an EKG was conducted during the transport. However, the absence of the EKG interpretation limits billing to the Basic Life Support (BLS) level, despite the provision of an Advanced Life Support (ALS) intervention. To bill at the maximally appropriate level, it is essential to secure this missing information. Consequently, EMS|MC will classify this service in the ACR-RTP, which gives the City of Midland the opportunity to supply either the EKG interpretation or the qualifications of the attending paramedic.



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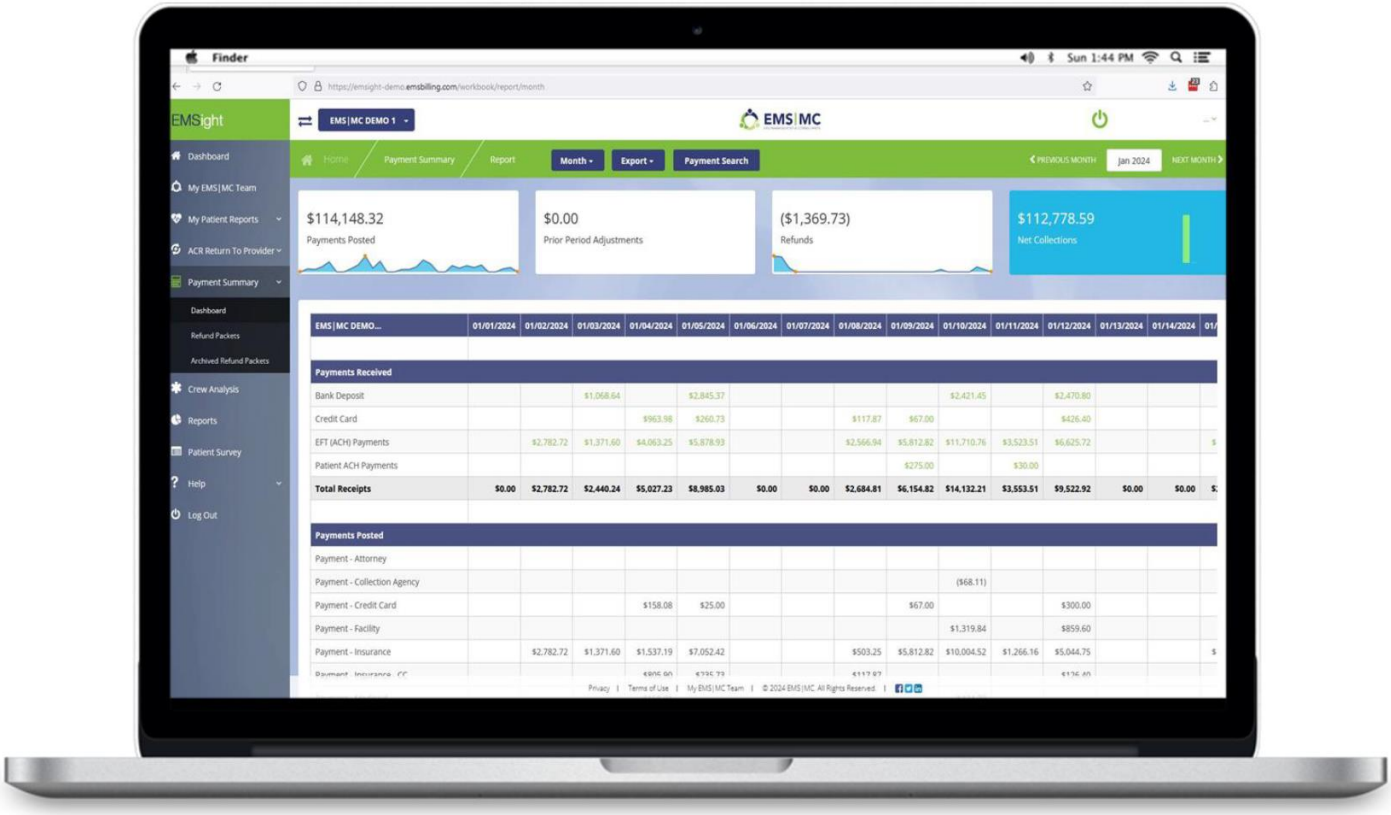
Payment Summary

Payment Summary provides access to financial dashboards & reports. Drillable dashboards show several financial metrics for any given month - the amount of posted payments, prior period adjustments, refunds, & net collections.

The Payments Received section shows daily amounts for Bank Deposits, Credit Card payments, Direct to Client payments, EFT payments & Patient ACH payments. Each daily amount is drillable & will show the detailed report of all payments. Like Payments Received, the Payment Posted section is broken down into 14 subcategories with daily totals, followed by Reconciliation & Refunds sections.



The payment summary is probably my favorite thing about y'all. That we're able to see everything live - there's no waiting to find out what you've all collected, and that's by far my favorite thing.

- Nanette W.
Wakulla County EMS

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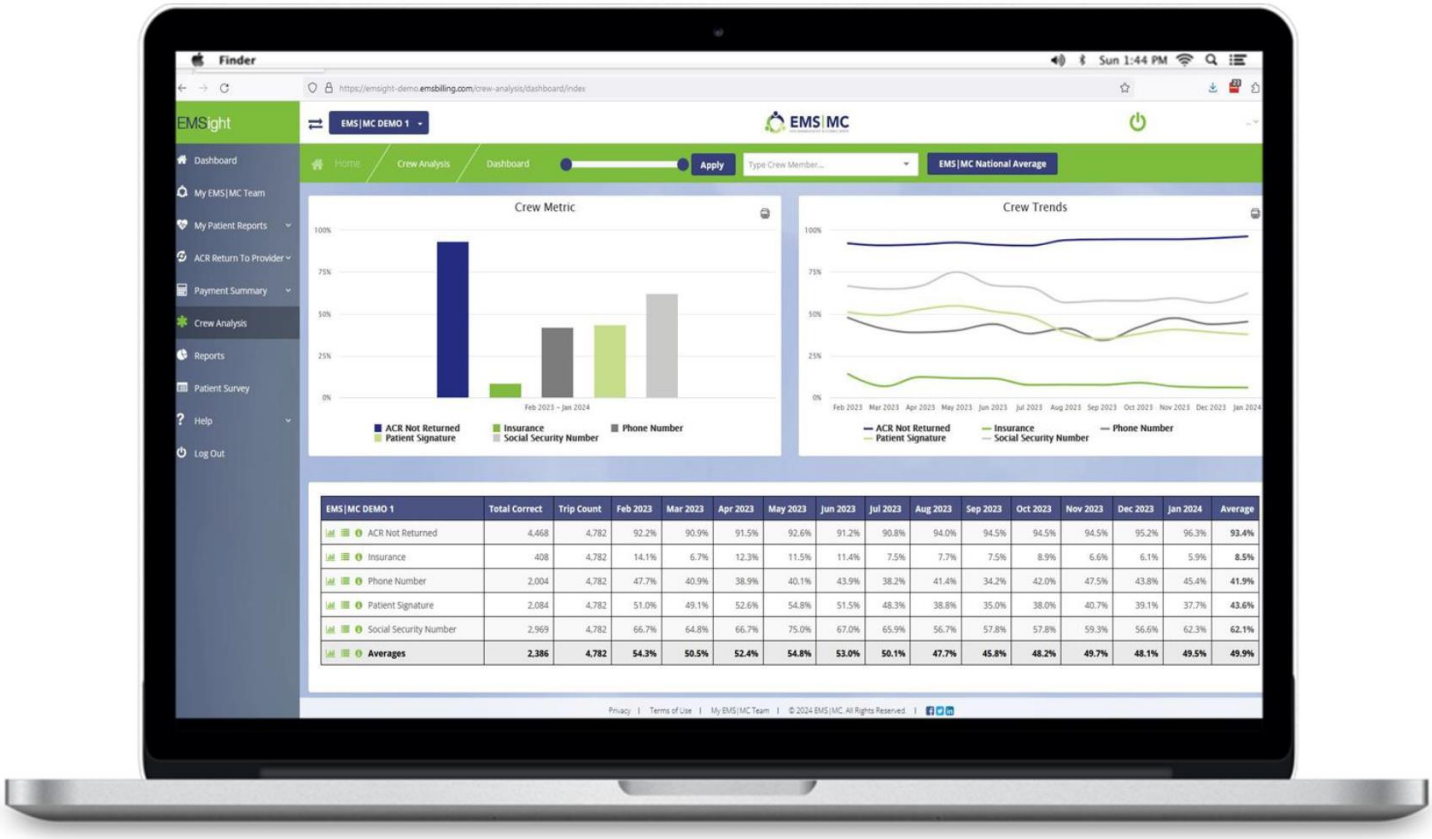
Crew Analysis®

Crew Analysis® provides the ability to quantify how often crew members are documenting specific data points on their PCRs: Patient signature, Phone number, Insurance with policy number, Social Security Number & whether the trip was returned on the ACR-RTP report. This unique tool will allow the City of Midland to review your crew documentation scores & averages in comparison to the EMS|MC National Average. The City of Midland can utilize the "Crew Member Trend Chart" to depict documentation trends for crew members over the last 12 months, or within a specific date range if desired. Trips can be viewed by ordering facility in Crew Analysis®. Capturing these in-depth data analytics can be used both to incentivize & to drive training:

- Provides internal feedback
- Qualifies for improvement the variables within your control
- Increases compliant collections
- Showcases clean claims produced by crew members
- Reveals organizational trends contributing to production/regression

This information is available in a report form that can be downloaded & printed. The City of Midland will have the ability to print multiple crew member scorecards at one time from the Crew Analysis Metrics Crew List. This report is to aid in crew level performance review & training resulting in providing information needed to maximize revenue collection.

Quality documentation is key to achieving the highest levels of reimbursement in the most efficient manner.



EMS|MC DEMO 1	Total Correct	Trip Count	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Average
ACR Not Returned	4,468	4,782	92.2%	90.9%	91.5%	92.6%	91.2%	90.8%	94.0%	94.5%	94.5%	94.5%	95.2%	96.3%	93.4%
Insurance	408	4,782	14.1%	6.7%	12.3%	11.5%	11.4%	7.5%	7.7%	7.5%	8.9%	6.6%	6.1%	5.9%	8.5%
Phone Number	2,004	4,782	47.7%	40.9%	38.9%	40.1%	43.9%	38.2%	41.4%	34.2%	42.0%	47.5%	43.8%	45.4%	41.9%
Patient Signature	2,084	4,782	51.0%	49.1%	52.6%	54.8%	51.5%	48.3%	38.8%	35.0%	38.0%	40.7%	39.1%	37.7%	43.6%
Social Security Number	2,969	4,782	66.7%	64.8%	66.7%	75.0%	67.0%	65.9%	56.7%	57.8%	57.8%	59.3%	56.6%	62.3%	62.1%
Averages	**2,386**	**4,782**	**54.3%**	**50.5%**	**52.4%**	**54.8%**	**53.0%**	**50.1%**	**47.7%**	**45.8%**	**48.2%**	**49.7%**	**48.1%**	**49.5%**	**49.9%**

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Training and Education

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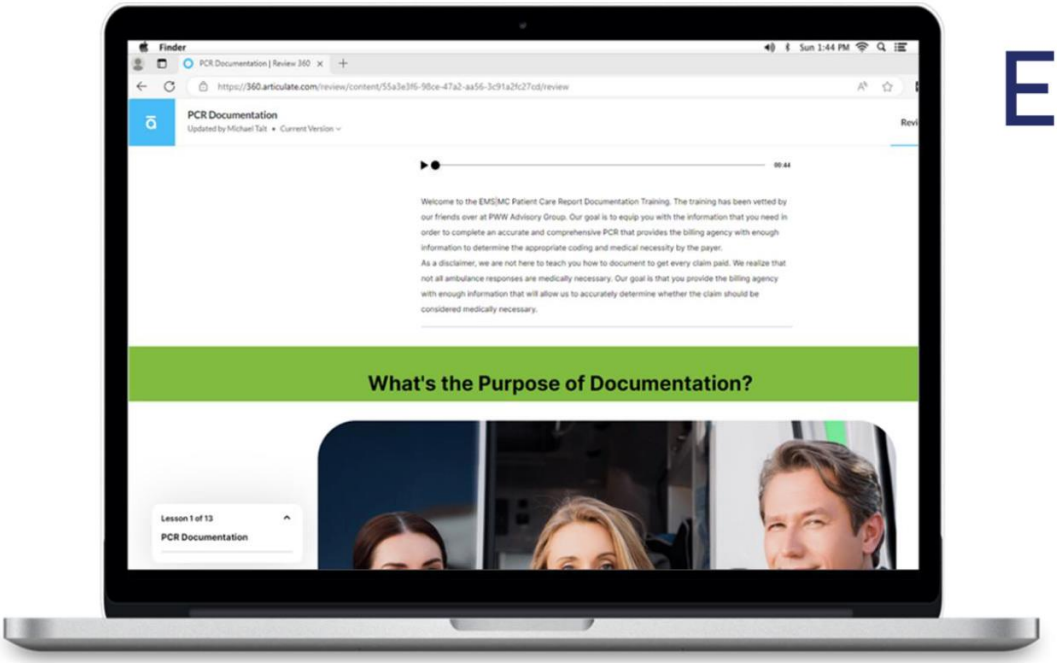
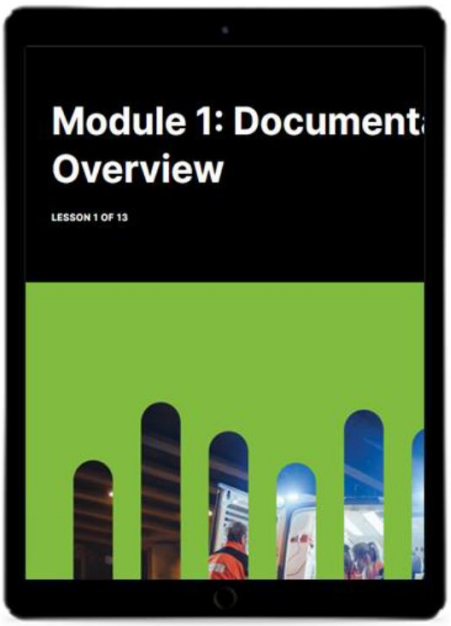
Initial & On-Going Training - EMScholar™ - EMS|MC's Online Documentation Platform

EMStart anticipates your agency & training needs of your staff and crew. While our team proactively addresses technical matters, we focus heavily on training & education during the EMStart deployment process and throughout our partnership. In-depth training will be provided on all of our interactive applications, EMSight™, & our secure FTP. This training comes at no additional cost to the City of Midland.

EMScholar™ powered by VAIRKKO is an interactive education portal that provides up-to-date content vetted by industry experts at PWW|AG. EMScholar™ offers onsite & online training with 24/7 mobile app access to courses anywhere an Internet connection is available. Our micro-learning courses are taught by knowledgeable instructors who average 20 years of experience &/or education. Once our six-module course is completed, a certificate of completion is provided. Below are some screenshots taken from the training courses.



EMScholar™
powered by VAIRKKO



Chief Compliance Officer, Ryan Stark, & our Learning & Development team annually audit & update EMS|MC's PCR documentation course. Ryan and his team provide additional compliance training & updates on an as-needed basis, as new compliance regulations are put into place. EMS|MC's Customer Success Department is solely tasked with building long-term partnerships with our clients through dedicated account management processes. The Customer Success Executive and/or our Training Team will provide onsite training during the deployment phase of our partnership & at increments deemed necessary by the City of Midland.

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EMScholar™ & Crew Analysis®

Client training is a critical milestone of the EMS|MC onboarding process & once the engagement begins, EMS|MC will connect your team to EMScholar™, our education platform. EMS|MC understands flexibility is vital in the world of EMS - our online format gives you the opportunity to further your knowledge while fulfilling your other responsibilities by allowing you to choose when & where you learn.

During the onboarding process, the City of Midland will send "test trips" to EMS|MC. This allows our data management team to ensure all data points are being imported appropriately, offering assurance that the City of Midland experiences a smooth transition. After reviewing these trips, we will provide the City of Midland with directional feedback for compliant billing, providing the resources to achieve it through EMScholar™, our educational portal.

Designed to create consistency & operational efficiencies, EMScholar™ is comprehensive, all-encompassing, & convenient for all users. EMScholar™ creates an audit trail that directly correlates to crew member performance, giving administrators data analytics to improve continuum of care. These courses specifically focus & educate staff on.

- Narrative Writing
- Patient Signatures
- Medical Necessity
- Physician Certification Statements

The EMScholar™ platform is included in your management fee and allows flexibility for your agency as you determine how to roll-out the training—all at once or in individual modules. EMScholar™ dovetails nicely with Crew Analysis®, our performance management tool built for your medics. This platform is designed to capture the areas we can control & that play a key role in maximizing revenue.

Using Crew Analysis® for training purposes allows the City of Midland to identify crew member deficiencies & in-turn enroll that crew member in the appropriate EMScholar™ module for re-training. Once completed, staff will receive a certificate of completion.

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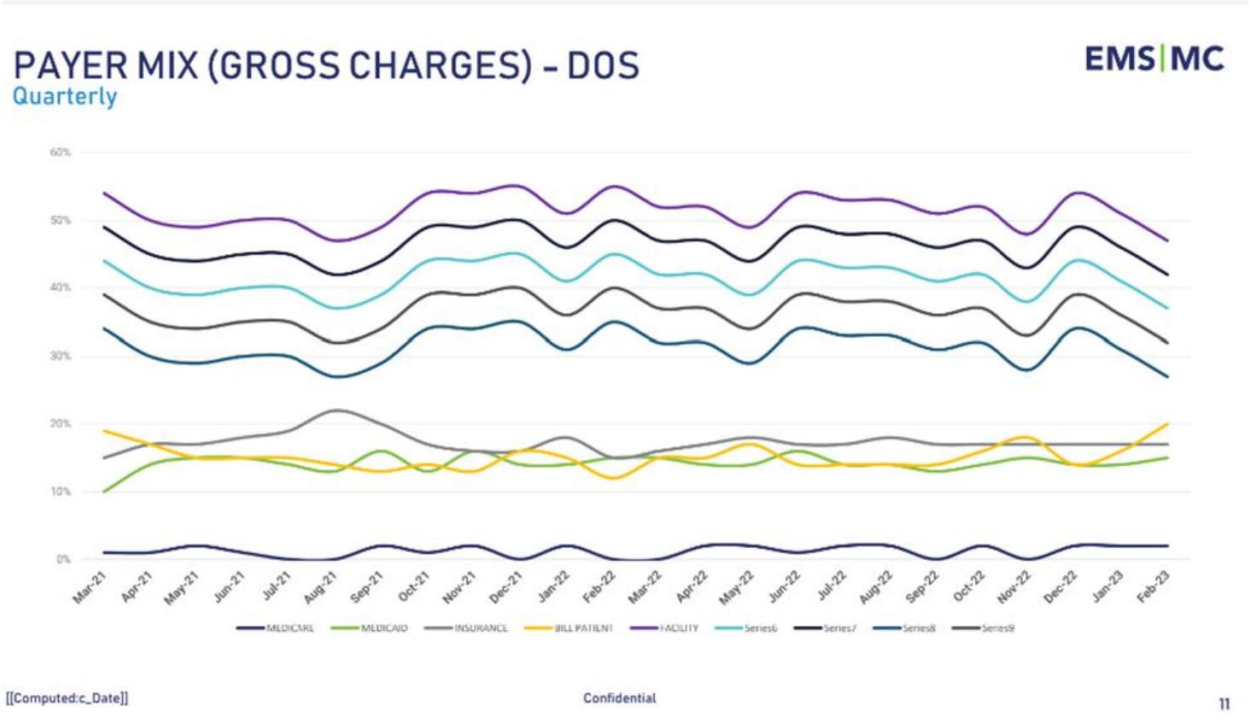
Business Reviews

Your Customer Success Executive can provide weekly meetings, Quarterly Business Reviews (QBRs) & Annual Business Reviews (ABRs) for full transparency throughout the length of our partnership. the City of Midland's Weekly Meetings, QBRs & ABRs will include:

- Account performance overview
- Reporting packages
  - Monthly Reporting Package
  - Ad-Hoc Reporting Packages
  - EMSight™ Reporting Packages
- Industry Updates
- Technology Updates

EMS|MC sets the industry's gold standard in account management by giving our clients multiple points of contact to ensure that if any contingencies were to arise, a team member would be available to assist. Our Customer Success team provides a toll-free Customer Success Hotline where the City of Midland can be assured that their issues will be resolved by a Level II Customer Success Executive in a timely manner.

the City of Midland can be guaranteed 100% transparency ensuring the identification & discussion of open issues related to the services should they arise. Below is a sample slide from a business review.



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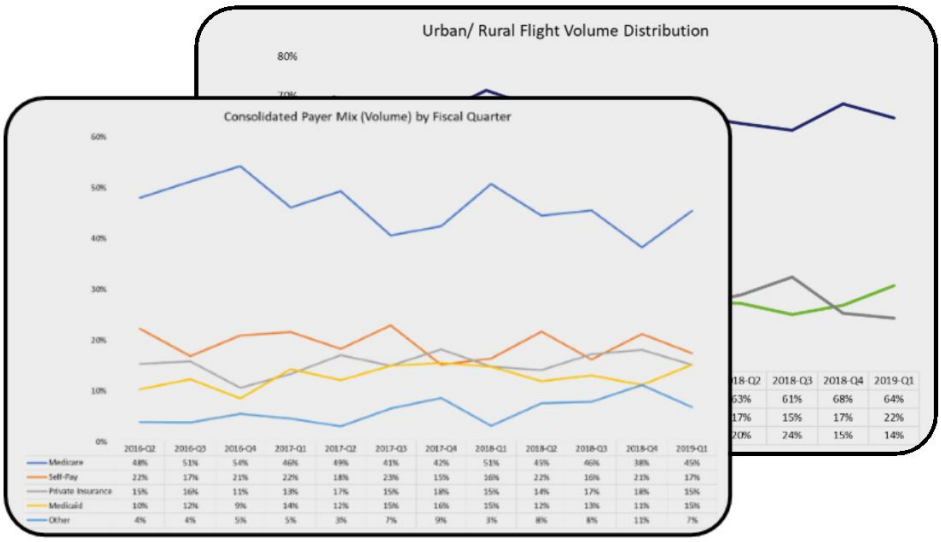
Key Performance Indicators

EMS|MC knows the value of defining Key Performance Indicators (KPI) during the deployment process. Once established, the City of Midland's Customer Success Executive is tasked with monitoring your performance, communicating the success of the below KPIs through the deployment phase weekly calls & throughout the life of the contract.



Level of Service & Payor Mix	AR Days & Trip Reconciliation
Average Loaded Miles & Transport Volume	Benchmarking of Similar Clients
Urban/Rural/ & Super Rural Distribution	Gross Charge Matrix

Compliance & Industry Updates

EMS|MC is committed to keeping the City of Midland, & all our clients, updated on all compliance & industry matters. Ryan Stark, Chief Compliance Officer, Kim Stanley, Chief Client Advocacy Officer, & Regina Crawford, Advocacy Liaison, routinely share updates on topics that can impact your community. These updates including but are not limited to:

- New Medicare Cards & How to Prepare Ground Ambulance Providers & Suppliers:
- Data Collection System
- Medicaid Updates
- Ambulance Cost Data Collection
- COVID-19 Resources
- Provider Stimulus Checks
- 1135 State Specific Waivers
- CARES Act - Reporting Requirements
- HSS Stimulus Funding Opportunities & others

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Advocacy and Market Updates

Partnering with EMS|MC as your revenue cycle management partner means we will work with you, and for you, to increase your reimbursements, minimize denials and maximize revenue.

EMS|MC knows from experience no two agencies are alike, yet each of our clients benefit from the benchmarking and trends in neighboring localities or municipalities of similar size. We have tremendous depth in the EMS marketplace and are well-versed in legislation and compliance issues that matter to the City of Midland.

We develop relationships throughout the EMS industry keeping us abreast of what's going on in today's EMS landscape. Our advocacy team understands how critical it is to have someone in your corner rallying for the rights of the EMS community. Given our depth in the EMS industry and broad client base, spanning across the US, EMS|MC is committed to offering value to our clients that extends beyond the standard EMS billing service.

Regina Godette-Crawford, former Chief of the North Carolina Office of EMS, serves as EMS|MC's Advocacy Liaison whose role is to drive advocacy and compliance policies for the City of Midland. Her presence inside at the local, state, and federal regulatory affairs gives all our clients "a seat at the table" in legislative matters. Regina is an appointed member of the Ground Ambulance Balance Billing Senate Committee.

Regina's focus on reimbursement matters, mobile integrated health programs and other EMS issues assists our clients as they navigate through the ever-changing healthcare marketplace. EMS|MC takes an active role in state and regional EMS associations and reimbursement committees allowing us to be directly involved in legislative and regulatory changes that impact EMS agencies.

EMS|MC understands that by entrusting us with your RCM process, it goes beyond just managing the billing. It is the assurance that someone is advocating on your behalf for the reimbursement issues that are important to the industry.

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EMS|MC

Beyond EMS Billing

EMS|MC acts in a consultative role in assisting clients with their commercial insurance contracts. Based on our extensive experience in these areas and the ability to provide accurate reimbursement projections, we consult with our clients to determine whether the commercial insurance contract is in the client's best interest. the City of Midland will make the final decisions related to the contract and can use the information and data that EMS|MC provides.

Representatives from EMS|MC have served on several EMS reimbursement committees and have been very successful in guaranteeing payment directly to the provider, including enacting legislation to ensure that emergency ambulance providers are paid directly for their services without having to contract with the commercial payor. With the assistance of EMS|MC, the City of Midland can make a well-informed decision as to whether to contract with the various insurers to maximize reimbursement.

EMS|MC also assists clients in developing facility contracts to ensure the contract is compliant with the latest discounting policies, OIG safe harbors, and CMS regulations. EMS|MC often meets with the facilities alongside our clients to ensure prompt payment and serves as the reimbursement expert in determining the facilities responsibility to pay for services.

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Customer Service

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Patient Customer Service

The City of Midland will be provided a dedicated toll-free patient customer service telephone line. We inform patients of any delays, both expected & unexpected, that may arise during our efforts to provide the best possible level of service.

Some EMS billing vendors measure performance of their patient service representatives by the length of the call; however, at EMS|MC we encourage our patient representatives to be intuitive in their approach & thorough in their resolve, ending the call only when the patient is fully satisfied. Each member of our Customer Success team has received rigorous training on patient management, in all aspects of troubleshooting concerns & EMS billing practices.

A client specifications document will be created during the EMStart onboarding process. This living document focuses on business specific information providing all EMS|MC departments with the guidance needed for the successful management of a the City of Midland's account. These documentation practices play an integral role in the success of our Customer Success team as they contain specific information about how to handle certain questions from patients regarding payment plans, hardship policies & discounts – all according to the City of Midland policies and protocols.

Dual monitors are at every workstation, so our representatives have easy access to all the information necessary to produce hassle-free resolution for any given inquiry. The client specifications for the City of Midland will lead account resolution by providing details about special processes including but not limited to:

- Treatment no Transport Policies
- Dead on Arrival Policies
- Contracted Insurance Payors
- Estate Process
- Where to find PCRs
- Finding Missing Attachments
- Professional Billing Courtesy
- Patient Letter & Dispute Requirements
- Small Balance Adjustments
- DSO/Collection Agency Info

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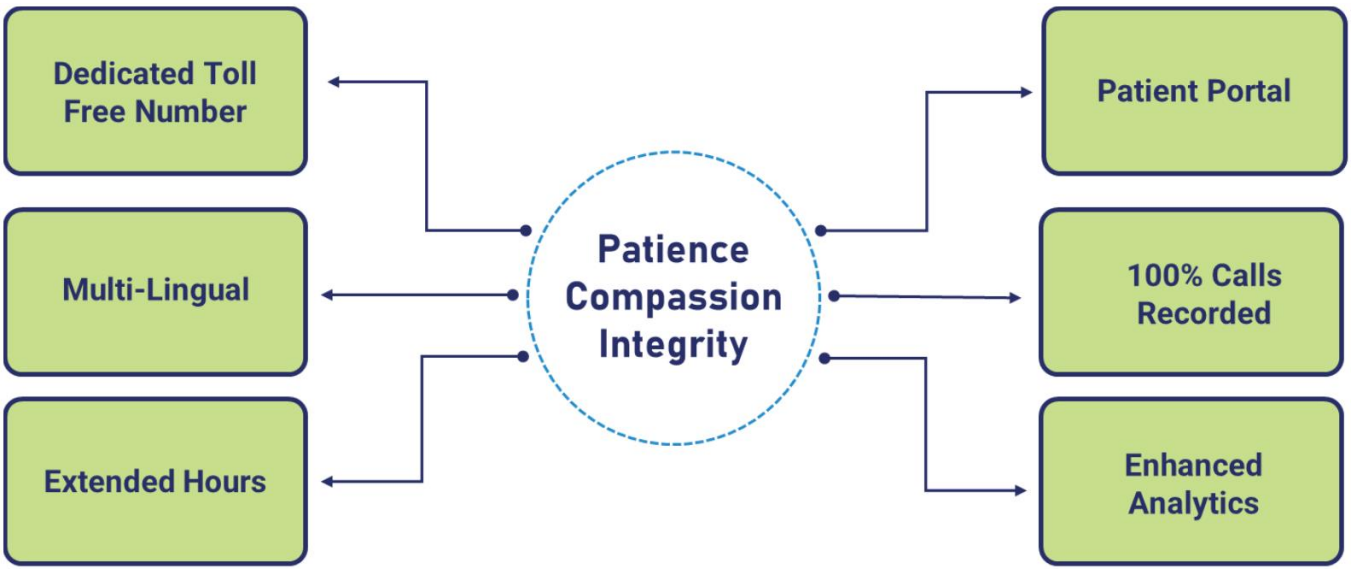
Customer Service with Impact

At the heart of EMS|MC is why we do what we do - create opportunity for our client partners by providing them with the gold standard in EMS billing so they may acquire the resources necessary to deliver lifesaving care. Infused into our operations is a level of accountability meant to exceed expectations & deliver over-the-top support that maximizes reimbursement by providing the entire solution.



EMS|MC understands the importance of patient satisfaction & provides multiple payment methods to patients. All interactions are recorded & handled with delicacy, professionalism, & deep understanding that we are representing your service & community. It is the on-going goal of the EMS|MC Customer Success Department to understand the needs of our clients & our team so our stream of resources is continually improving. EMS|MC records all incoming & outbound calls providing metrics for the variety of questions & requests from patients, clients & all others. After assisting the caller & resolving the call, the customer service representative determines the call disposition, which drives the call trending data. These experiences continue to enrich our knowledge & give us precedent to build on. Aggregating this data daily allows EMS|MC to:

- Conduct quality assurance audits routinely
- Improve internal expertise & drive future training
- Monitor Key Performance Indicators
- Track overall trends & perform long-term historical analysis
- Provide our clients visibility into patient inquiries & call volume
- Offer consulting on how to improve the patient experience
- Further develop operational efficiencies to optimally suit each client

Our mission is to lead the industry by delivering unrivaled customer service. All Patient & Client Communication are handled in the continental United States. We are pleased to provide the City of Midland with the following customer service value proposition:

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EMS|MC

PATIENT CUSTOMER SERVICE

Unified Call Center

Virtual Hold with Call Back
Patients can hold their place in queue to eliminate long wait times to improve patient experience

Interactive Voice Response (IVR)
Patients will have the ability to check balance and make secure payments through IVR and Secure Payment Capture

Call Recording
Inbound and outbound call recordings to monitor and manage the quality of your contact center operations, ensure a positive customer experience, verify sales transactions, and resolve customer issues

Chat
Patients can utilize online chat with seamless transition to voice to handle without the need to repeat information already provided

All inbound and outbound calls are recorded and can be reviewed upon request. Our phone system tracks all calls from the moment the caller hears the recorded message until the completion of the call. We can observe how many seconds they were on the line before selecting a phone tree option, how long they held before speaking to a representative, how long they may or may not have been placed on hold during the call & if the call was transferred.

At EMS|MC, we understand how important patient satisfaction is and we do not take it lightly that we represent our clients when patients call. We understand making this call may not be something patients look forward to, since an emergency or life changing event has occurred, but we strive to make this a positive experience, guided by our Customer Service Policy.

Our main objective is to provide clear communication, consistently informing patients of what we are doing so they do not feel as if their time is being wasted. We understand that every call has different time tolerances, and we get a temperature check with the patient if we believe the call to be lengthy, offering the option to call back at their convenience. At the end of every call, we reiterate the reason they called and thank them for doing so.

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In addition to clear communication, we have trained our employees to manage the patient's reaction to the trip's total bill, even if the amount is correct but the patient is still upset, by explaining all the necessary details. We have found that most patients do not know how trips are billed. Politely explaining the cost associated with emergency responses typically procures a deeper understanding and overall outlook towards the bill.

We cover best-in-class practices for collecting payments from the patient. We encourage the patient to pay in accordance with your payment terms that we have discussed in your "Client Specifications Document". Depending on the financial situation of the patient and your policy, we can accept "special" payments that they can afford. We never lead the conversation by offering to take the lowest payment approved by the City of Midland, but train our employees to find a compromise that makes both the patient and the City of Midland satisfied.

In addition to handling every call politely, professionally, and expertly, we train our employees to be thorough and accurate. For example, when adding any information given by the patient, we use a "Military Alphabet" repeat back method to ensure we have captured the information with the utmost precision. We instruct our employees to never assume the information we have on file is the most up-to-date, and that the best time to update a patient's information is when we have them on the phone to verify that it is correct.

On every call, we verify the address is correct and that we have a current contact number for the patient. We also prepare our employees on a variety of scenarios that could potentially arise so that they feel prepared and empowered to handle the call according to your documented preferences. Since 1996, we have learned how to make the patient's experience positive and effective for each customer. This is something we are passionate about. Customer service and account resolution is our number one priority.

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As a part of EMS|MC's ongoing commitment to excellent customer satisfaction, we are dedicated to enhancing our current level of customer service, company-wide, by developing and delivering a formal comprehensive Customer Service educational program. Customer satisfaction is a principle that has guided our company since the beginning, and over two decades later it remains a top priority.

Course content is continuously updated by our Learning & Development Team, and focuses on the complete customer service experience: Applying customer service as a business differentiator, managing and resolving customer's issues, anticipating customer's needs while being prepared to deliver on those needs, demonstrating positive attitudes through verbal and non-verbal communication, understanding differences in communication styles, enhancing active listening skills and strengthening prompt follow-up skills for all EMS|MC employees.

Escalation Policy

Our representatives are reminded that the measurement of success is not based on the quantity of patient inquiries addressed in a day, but rather the quality of time spent focused on providing the entire solution. We understand customer service & account resolution are critical components of a successful EMS billing program. When a patient raises an issue that requires urgent resolution, EMS|MC immediately escalates the concern & responds within 24 hours. Additionally, we address all questions & requests submitted via the EMS|MC website (www.emsmc.com) during normal business hours & within 24 hours of receiving each submission.

Quality Assurance

EMS|MC's Quality Assurance team is tasked with, among other things, randomly selecting an estimated 10% of our recorded weekly call volume for auditing. These audits assure all patients are treated with compassion & integrity while also affirming that PCI compliance protocol is being followed & patient credit card information is not being recorded. At EMS|MC we communicate heavily with our clients & transparency leads every interaction. Our Customer Success team provides a toll-free Customer Success Hotline where the City of Midland can be assured their issues will be resolved by a Level II Customer Success Representative in a timely manner. We do not sit on bad news - if we were to make a mistake, we admit it & structurally fix it. the City of Midland can be guaranteed 100% transparency ensuring the identification & discussion of open issues related to the services should they arise.

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Compliance

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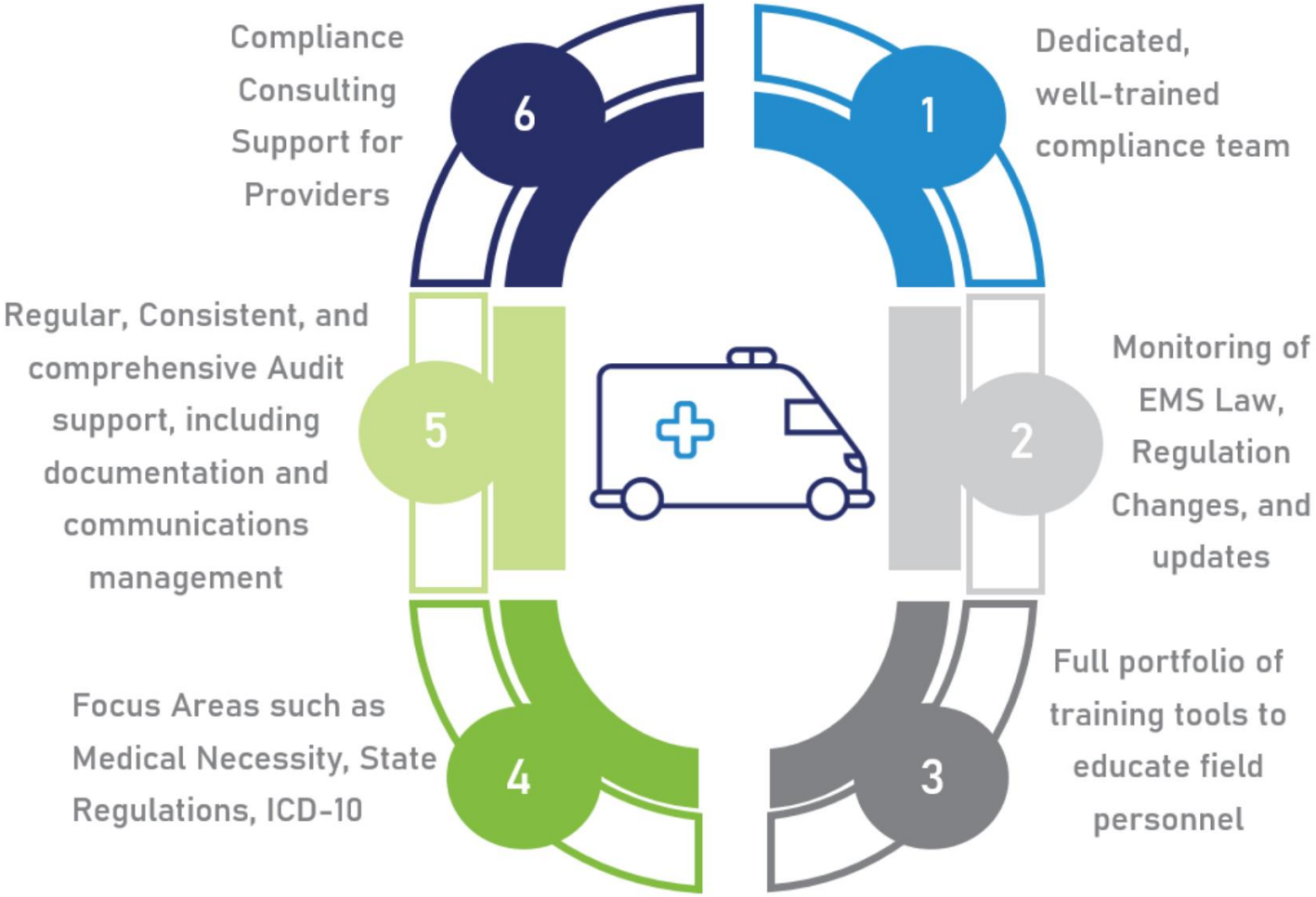
EMS|MC

Raising The Bar

Our dedication to compliance sets EMS|MC apart in the industry. EMS|MC has developed a culture of compliance throughout our organization. Beyond the annual training & quality assurance process, EMS|MC has embedded compliance into our daily workflows that set the foundation & expectations across our organization. EMS|MC goes beyond the minimum requirements set forth by the OIG & has created a compliance program that is the best in the EMS billing industry.



EMS|MC's compliance expertise keeps our clients safeguarded from the legal exposure that may potentially arise with EMS billing. With the ever-changing healthcare marketplace & the political environment, we will be by your side when you may not have the resources to do it alone.

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EMS|MC

The City of Midland's Compliance Team

Our Corporate Compliance team is one of the most integral parts of our organization. The team is responsible for conducting quality assurance audits on all aspects of our business process. A staff with more than four decades of experience, our compliance team helps to mitigate risk associated with ambulance billing by applying comprehensive & timely knowledge of EMS law & regulations, protecting our clients & company.

Ryan Stark - Chief Compliance Officer
ryan@emsmc.com | 717.691.0100

Ryan Stark is a Managing Partner with Page, Wolfberg & Wirth, and counsels clients on labor relations, privacy, security, reimbursement, and other compliance matters affecting the ambulance industry. Ryan developed and is the primary instructor for the nation's first and only HIPAA certification for the ambulance industry - the Certified Ambulance Privacy Officer. He co-authored PWW's widely used Ambulance Service Guide to HIPAA Compliance.

Eric McClain, CAC, NCEMT-B – Director of Compliance
eric.mcclain@emsmc.com

- Experience: 11+ Years
- Legal Liaison
- NC-EMT Certified
- NAAC CAC Certified

Ajenay Drummond – Compliance Manager
ajenay.drummond@emsmc.com

- Experience: 14+ Years
- Ambulance Billing Operations background
- Instrumental in Federal and State guidelines

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EMS|MC Partners

PWW | AG

As a part of EMS|MC, PWW Advisory Group conducts an annual regulatory compliance audit for EMS|MC & provides valuable consultation in establishing our billing policies & procedures. In addition, PWW has successfully vetted both our NAAC Certified New Hire Training Program & our NAAC Certified External Client Documentation Education programs. As a client of EMS|MC, the City of Midland will directly benefit from our partnership with PWW through access to their legal & compliance consultations.

EMS|MC partners with BSA Healthcare, a Florida based physician-owned healthcare consulting firm, that provides quality assurance audits on a monthly basis, to ensure 100% compliant billing practices. BSA Healthcare helps hospitals, academic medical centers, private medical practices, & outpatient facilities improve quality, financial performance, operations, organizational structure, & strategic direction.

BSA Healthcare
Revenue Cycle Consulting

EMS|MC's Compliance Program

Based on the Office of Inspector General's (OIG) Guidance for Ambulance Services & for Third-Party Billing Agencies, EMS|MC maintains an active & comprehensive Compliance Program. EMS|MC goes beyond the minimum requirements set forth by the OIG & has created a compliance program that is the best in the EMS billing industry.

Our compliance program highlights:

- Designation of Chief Compliance Officer, Compliance Manager, Compliance Analyst, Information Technology Security Officer, & attorney oversight who oversee all compliance related activities
- Development of written Compliance policies & procedures that are reviewed & updated regularly as regulatory changes are made
- Open lines of communication between all employees & the Compliance Team with the expressed intent of non-retaliation for reporting issues in good faith. EMS|MC provides multiple mechanisms for reporting compliance related concerns to include anonymous reporting options
- Annual Mandatory Compliance Training & Education Programs with signed acknowledgement of understanding & commitment for all employees

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- Signed Employee Confidentiality Agreement, Confidentiality & Dissemination of Confidentiality Attestation Statement, & Compliance Code of Conduct
- Employment Background Checks, Criminal History Checks, & OIG Exclusion Database Verifications for all employees
- Daily quality assurance program in which all employees are provided scorecards of their quality assessments
- Annual SSAE No. 18 SOC I Type II Certification
- Data Disaster Recovery Plan & Data Backup Policies
- Secure FTP for sharing files with clients & external partners
- Secure Network & Email Encryption with Virus & Firewall Protection
- Secure Work Environment with key fob entry system, building security alarm system, & locked offices, storage areas & other areas in which PHI may be stored
- Data Destruction Policies for all sources of PHI to include paper, electronic, &/or hardware devices
- Prohibited printing capabilities from VPN, Citrix & Telecommuting Systems
- Breach Notification Policy to immediately notify patients when their data may have been compromised
- PCI Compliance to ensure credit card information is not stored after the transaction has been completed
- Red Flags Policies & Identify Theft safeguards to ensure that the patient's data has not been compromised

Citrix Workspace

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EMS|MC

Compliance Training

EMS|MC's NAAC Certified Ambulance Coding Specialist (CACS)

Excellence in ambulance billing & coding is what drives our business &, in-turn, your revenue. EMS|MC's Learning & Development team has designed & implemented an in-house coding certification course that exceeds national standards in ambulance coding excellence. EMS|MC's certified staff are the leaders in the industry.

The Certified Ambulance Coding Specialist (CACS) course enables our employees to successfully code trips with an in-depth auditing & feedback process for 100% of trips – ensuring accuracy throughout our training process. This allows our team to gain actionable insight into each employee's understanding of billing concepts, driving future course development & continuing education opportunities.

Our business is your revenue, & we understand that the healthcare landscape, rules, & regulations of our industry are ever changing. As a result, our fluid & dynamic training practices challenge our billers to be more than just coders, but to become an extension of your agency.

NAAC (National Academy of Ambulance Compliance) represents the industry's "Gold Standard of Excellence" in compliance, ethics, and integrity in all facets of ambulance compliance.

NAAC provides industry-specific training that gives each Ambulance Biller, Compliance Officer or Privacy Officer, Documentation Specialist or Financial Officer a solid baseline of critical knowledge necessary to become well-informed, conscientious, compliant, and proficient in their profession. NAAC also fulfills an industry-wide need for reliable and timely recurrent education for ambulance compliance officers, privacy officers and billing staff, to ensure consistent, ongoing compliance with the ever changing, complex rules and regulations affecting the industry.

EMS|MC's internal billing and coding staff are NAAC-certified professionals and maintain their competency through annual continuing education requirements. NAAC provides and accredits a wide range of continuing education programs throughout the year, both in classroom and online offerings.

NAAC provides premier training and education to ambulance billing, coding and compliance professionals and field providers through its 5 certifications:

- Certified Ambulance Coder (CAC)
- Certified Ambulance Compliance Officer (CACO)
- Certified Ambulance Privacy Officer (CAPO)
- Certified Ambulance Documentation Specialist (CADS)
- Certified Ambulance Financial Officer (CAFO)

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EMS|MC & HIPAA

We take seriously the responsibility to protect patient information. Our team is committedto assuring that all our employees, agents, providers, & business partners conductthemselves ethically & in conformance with all applicable laws & regulations.

Our Compliance Program is designed to safeguard the provider from unintentional billing practices that violate Federallaw. This program is run by our Chief Compliance Officer, Ryan Stark. To date, our billing systems, accounting records, document management & disaster recovery systems, are compliant under Health & Human Services (DHHS), the Office for Civil Rights (OCR), & the Office of the Inspector General(OIG) for all safeguards, security, &recoverability.

Our systems are incrementally backed up daily & fully backed up each week through syncing to a HIPAA compliant, offsite data center. This information is replicated to offsite locations which are regionally positioned to ensure integrity & high availability.

Our billing platform & ePCR software vendors are compliant with the National EMS Information System, & they maintain their own compliance with NEMSIS.

Quality Assurance

Auditing Process

EMS|MC has an internal auditing quality assurance department, led by our dedicated Compliance team, who performs daily pre-billing audits. Our audits are designed to uncover potential compliance issues before we submit claims, preventing potential declined claims.

EMS|MC has extensive policies & procedures to adhere to Privacy & Security Regulations guidelines. Employees are given direct feedback in the form of quality scorecards to manage their performance. These scorecards are used for employee development as well as to identify the need for additional training by our Learning & Development department.

After our extensive internal new hiring training certification program, all new employees are audited at 100% until they reach a satisfactory score of 96% or higher. All new clients are audited at 100% for the first two weeks of deployment, or until the compliance thresholds are met. The number of claims audited are reduced to 50% for an additional two weeks or until they meet the satisfactory quality assurance scores.

Government Payor Audits

EMS|MC takes on the responsibility of submitting a comprehensive & accurate package of documentation upon the initial submission of the request. If the audit determination results in a denial of claims, the audit results are contested to the highest level of appeal applicable.

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EMS|MC represents our clients in Administrative Law Judge (ALJ) & Administrative Hearings when the claims have been denied inappropriately. EMS|MC maintains a retainer agreement with several law firms to solicit their assistance related to OIG compliance, Ambulance Regulations, HIPAA, & Red Flags Alerts. Our assistance in this area has overturned millions of dollars in unwarranted denials from Medicare & Medicaid related to medical necessity & level of service down-coding.

OIG Exclusions

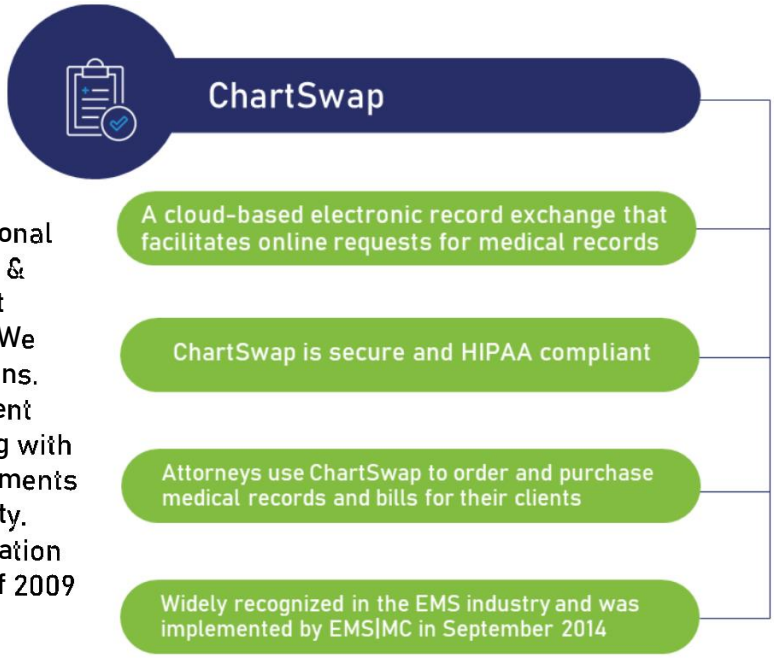
All employees of EMS|MC are monitored against the OIG Exclusion Database to ensure the employees are eligible to provide services on your behalf. This process is completed prior to hiring the employee & monitored monthly thereafter for the length of their employment.

SSAE No. 18 SOC I, Type 2 Certified

EMS|MC completes a SSAE No. 18 SOC I, Type II audit each year to ensure quality, confidence & consistency in our processes. As a result of this audit, many reconciliation points throughout our processes are well documented & are properly executed.

Annual Third-Party Regulatory Audit

EMS|MC participates in a third-party compliance audit conducted by Page, Wolfberg & Wirth (www.pwwemslaw.com) on an annual basis. The purpose of this audit is to verify our billing practices are compliant with governmental & commercial payors, as well as industry regulation. This audit provides an additional layer of compliance in our billing methodologies & provides our clients with the peace-of-mind that outsourcing to EMS | MC helps to minimize risk. We will always comply with HIPAA rules & regulations. Our billing systems, accounting records, document management & disaster recovery systems, along with operational policies, meet or exceed the requirements of HIPAA for safeguards, security & recoverability. EMS|MC is in compliance with the Health Information Technology for Economic & Clinical Health Act of 2009 (HITECH). Legal Requests



Outsourcing your billing includes the value-add of EMS|MC handling the fulfilment of all attorney requests for reports.

ChartSwap

We partner with ChartSwap to process requests for records from a lawyer or court. This HIPAA-compliant universal platform provides attorneys with fast, efficient fulfillment & provides visibility into what has been requested & received.

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Secure Solution

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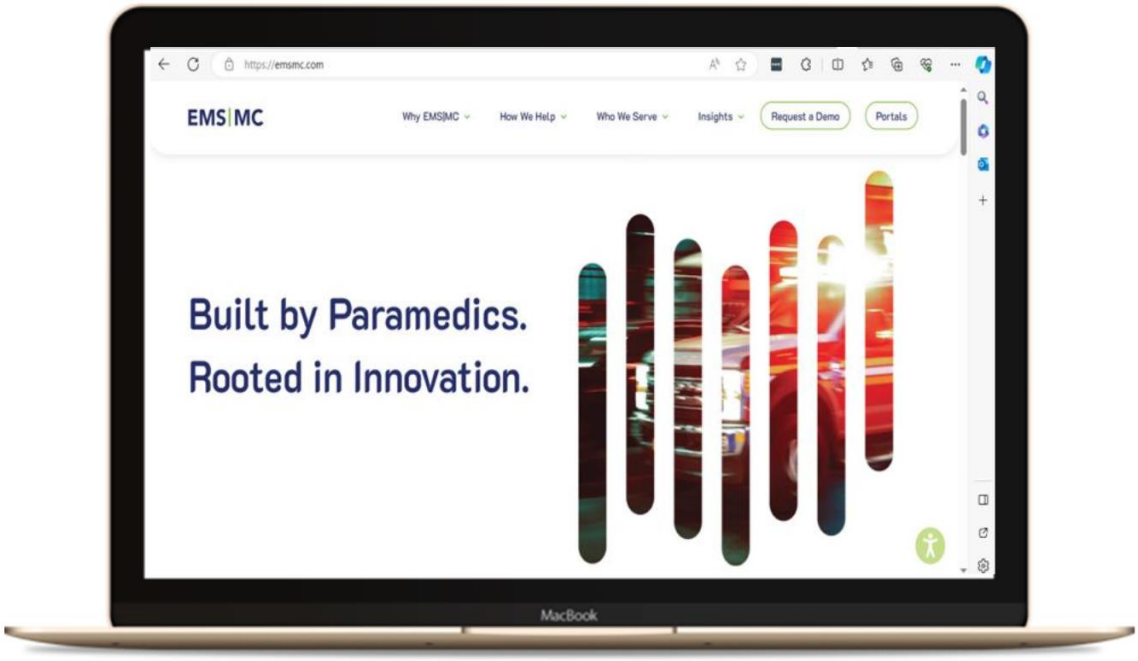
Data Security

EMS|MC adheres to a defense in-depth strategy to protect the confidentiality, integrity, and availability of information across our networks. This includes both policy and technical controls to mitigate the risks of unauthorized access and allowing access only to the minimum necessary for a particular role. EMS|MC employs the following types of controls: availability, physical security, data security, backups, disaster recovery, and monitoring. EMS|MC utilizes quarterly PCI-DSS scans to attest to compliance, an annual SSAE-18 audit around business processes, and an annual HIPAA compliance validation from a 3rd party auditor.

Availability, Fault Tolerance

- Dual-redundant firewalls
- Dual-redundant Internet service providers
- Private cloud and public cloud environments architected for high-availability and fault tolerance
- RAID – Redundant Disks in servers
- Redundant power infrastructure for critical information systems and redundant multi-pathed uninterruptible power supplies (UPS)
- Quarterly generated tests to simulate partial and full building power failures



Security Systems and Mitigations

- Microsoft Windows servers use a suite of security software to protect against malware and other malicious activity.
- Microsoft Windows endpoints (desktops, laptops) utilize Bitlocker full disk encryption Windows Intune and other 3rd party tools for endpoint security and patch management

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- Linux servers utilize application control to enforce mandatory access controls on applications and antivirus to prevent attacks
- Regular server patching, with emergency patching or hotfixes possible within hours across the entire infrastructure
- Email encryption for secure transport of ePHI
- Secure email gateway and mail flow policies aggressively mitigate risks of email-borne malware as well as social engineering attacks (e.g. phishing)
- Network segmentation between business departments and device types
- Cisco VPNs over IPSec to encrypt communications between datacenters and strategic partners
- Remote users require VPN with MFA to connect to office
- MFA required for all SSO applications (Slack, AWS, Github, Office 365, etc.)
- Firewalls performing stateful packet inspection to identify and block malicious traffic and intrusion attempts at the network edge
- Quarterly full user audits
- Network is scanned for vulnerabilities weekly
- Website source code is scanned for vulnerabilities
- Internal and external systems are tested by a 3rd party penetration testing firm
- Websites scanned for PCI compliance quarterly

EMS|MC knows that the only sure way to protect your data is to detect threats before they happen.

Backup and Disaster Recovery

- Critical servers are continuously synced to public cloud infrastructure for backup
- Periodic failover tests are performed to validate backups
- Shadow volume copies are performed every 12 hours
- VM and file level backups are performed nightly with a 30-day retention
    - Critical database backups are performed every 5 minutes
- Phone systems and ADP are hosted off-site and can be utilized remotely

Datacenter Controls

Maintaining a safe environment for critical IT resources is accomplished in three distinct ways.

- Fire Protection
- Environmental Controls (Temperature/Humidity)
- Access Control

Physical Security

- RFID devices provide employee access to the building and high security areas
- Visitors are required to have an escort while in the building. Some areas are restricted from visitors altogether
- Video Surveillance records each entrance and selected high security areas
- Monitored alarm system automatically dispatches the police or fire department when incidents occur

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Threat Protection

EMS|MC uses a variety of tools to ensure safety and integrity of the data left in our care.

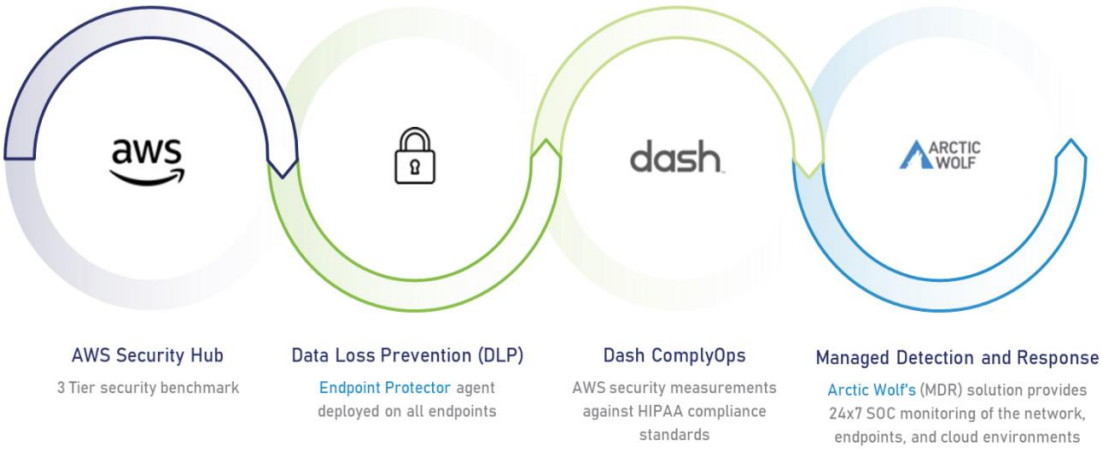
- Block IPs of known attack sites or geographical regions
- Certified security personnel on staff with current training requirements
- Regular security reviews
- Regular patching schedule for all servers and network equipment
- Industry-leading Antivirus and Anti-Malware on all servers, laptops, and PCs
- Employee policy for the proper care of data
- 24/7 security monitoring of all systems and network infrastructure
- Periodic phishing simulations
- Regular security and compliance training for all staff

Device Security

- Laptops and Workstations
  - Full disk encryption so lost or compromised resources cannot be used by outside parties
  - Policy driven rules lock systems when inactive
  - Policy driven strong password requirements
  - Portable data devices are disabled (USB drives, iPhones, etc.)
  - Limited number of password attempts before lockout
  - Maintained on the latest software patches and releases
- Application, File, and Web Servers
  - Direct access restricted to limited user set
  - Changes to OS or applications deployed in test environment prior to going live
  - Implemented end-user password management systems with notification of compromised/duplicate passwords
- Smart Phones
  - Remote wiping enabled on all phones
  - Allows EMS|MC to completely wipe mobile devices if an issue is detected
- Hard Copied Items (fax, printout, etc.)
  - Employees prohibited from removing from building
  - Secured Shred boxes located throughout the facility, which are periodically shredded on-site

Monitoring

EMS|MC currently monitors internal VPN connections, applications, servers, and services, including but not limited to SQL database services. EMS|MC monitors our internet connections, websites, and select 3rd party websites. If alerts are triggered, technical support will be notified.



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EMS|MC

Secure Payment Technology

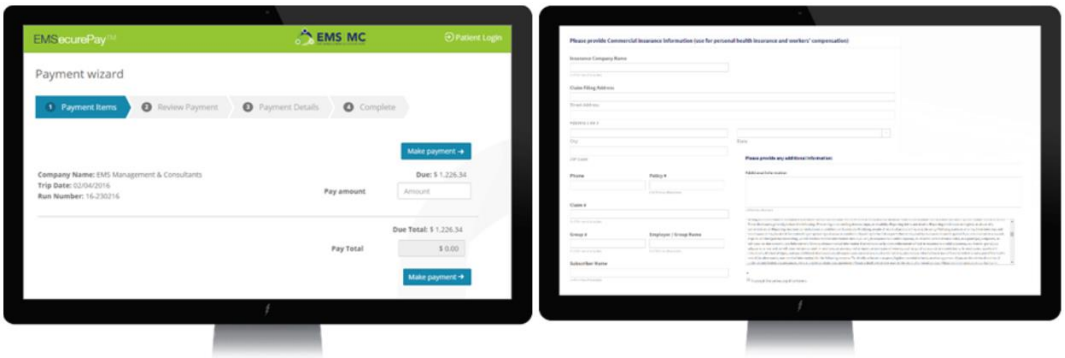
During the EMStart onboarding process, the EMS|MC team will work with the City of Midland to establish patient invoices in alignment with expectations. Once established, standard intervals for mailing are built into our invoicing cycle which is activated once it has been determined the patient is responsible for the remaining balance. Private pay accounts are handled through initial invoicing & are followed up with monthly statements reflective of all payments & credits.

As one of our many payment options, EMS|MC offers an online patient portal, EMSecurePay, where patients can make payments in full or set up a payment plan (if allowed by the City of Midland) to pay the remaining balance. If selected, EMSecurePay is automated to calculate payment options for patients in accordance with the City of Midland's agreed upon payment terms. An amortization schedule will then be displayed to the patient based on their payment plan. This added layer aims to 'collect all the dollars on the table' & has proven to increase reimbursement for our clients.

However, when no additional information or no payment has been received after the last agreed upon invoicing interval, EMS|MC will provide you or your selected Collections Agency with a batch file containing all necessary information. This is only after all internal & external resources have been exhausted by EMS|MC.

EMSecurePay is EMS|MC's high-volume patient credit card payment portal that processes over $5 million in patient payments per month. Through EMSecurePay, patients can create an account to access their payment history & invoices. This intuitive platform is automated to issue client specific discounts based on prompt payments if requested. EMSecurePay is listed on patient invoices & is accessible on emsmc.com. Patients can review the status of their account, provide additional insurance information, or make a credit card payment using a secure HIPAA-compliant web server. Although the patient portal is user-friendly, we understand technology can be a pain point for some individuals. In these scenarios, our Customer Success representatives are happy to offer step-by-step guidance through the portal's process via our toll-free phone line.

Our billing system can manage both scheduled payments, & payment plans. Once an account is on a payment plan, the patient will receive an invoice indicating that a time payment arrangement has been established, with a statement of understanding for the patient to sign. Each month, the patient receives a cumulative invoice reflecting the historical credits & dates posted. Each invoice will also include the City of Midland's dedicated toll-free number. EMSecurePay gives patients the ability to provide feedback about their EMS experience with patient care & billing, via an online survey.



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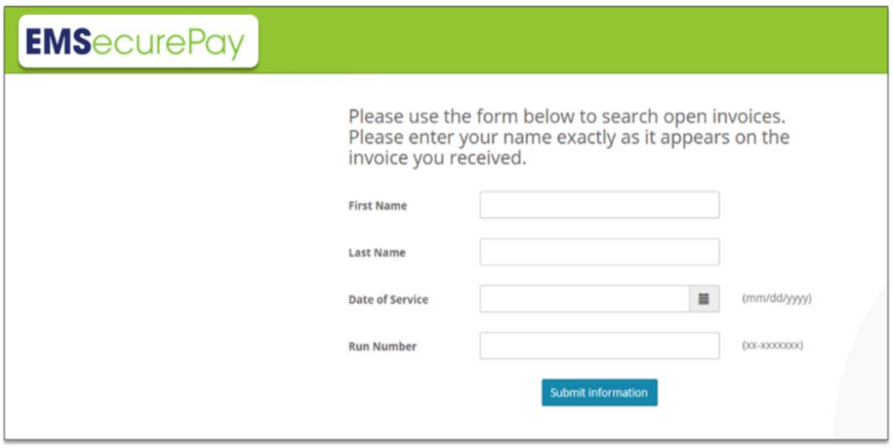
EMSecurePay, located on www.emsmc.com, is EMS|MC's secure online payment portal that allows patients to easily pay their invoices. This online portal is intuitive, PCI DSS compliant & is tested & certified quarterly by an independent third-party vendor.



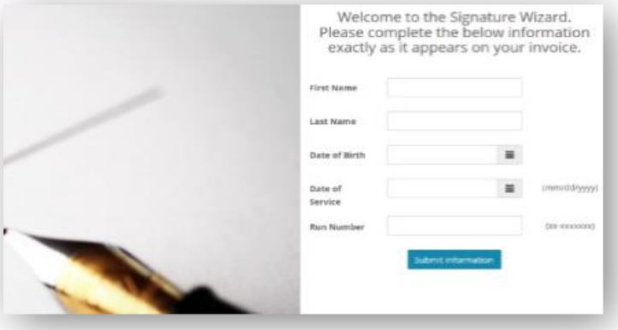
For payments, patients enter a few key pieces of information from their invoice to EMSecurePay. Patient balance(s) are then retrieved in real-time from our billing system & displayed to patients. The rest of the payment process uses a checkout online wizard. Patients can select to pay one, few or all outstanding invoices. They can also setup a payment plan, enter credit card/bank information & pay the invoice. Payments can be made via credit card, ACH, Paypal, or Venmo.

Additionally, they can print a copy of the receipt & create a new account. Patients who created an account on EMSecurePay can manage their reoccurring payment plans & access past receipts.

EMSign is EMS|MC's secure online web portal allowing patients, or their legal representatives to electronically sign the Ambulance Signature/Claim Submission Authorization Form.

Patients will be mailed an Ambulance Signature/Claim Submission Authorization Form. Patients or their legal representatives can sign the form & mail it back to EMS|MC or they can sign the form electronically using our EMSign online portal. Completed forms are automatically converted to PDF files & saved to an EMS|MC document management system where they can be retrieved by EMS|MC billing or compliance staff.

EMSign helps to maximize & accelerate our clients' revenue by replacing the regular mail option with the convenience of submitting their signature electronically. Because the process is fully automated the human error of manually retrieving & processing forms is greatly reduced.



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EMS|MC

Why EMS|MC?

EMS|MC is a technology-driven company that strives to provide the reporting and analytics needed to match the growth of our clients. We are focused on maximizing revenue with a strict adherence to regulatory compliance and risk mitigation.

JOHNSTON COUNTY EMERGENCY SERVICES

EMS|MC is always there for me. If I have a question, a problem, an issue, I can call and get anything answered immediately, and they're just wonderful.

- Cindy L.
Johnston County EMS

As a seamless extension of the City of Midland's team, we ensure that your EMS billing is productive, compliant, and accurate. We strive to make every encounter exceed your expectations and continue the evolution of the City of Midland.

MIDLAND FIRE DEPT. + EMS|MC

EXPERIENCE
STABILITY
25+ Years

REIMBURSEMENT
UNMATCHED
Collections
INNOVATIVE
Technologies

RESOURCES
PWW|AG
EXCEPTIONAL CARE

REGULATIONS
INTENSE FOCUS
HIPAA Compliance & Risk Management

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Cost Proposal

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Pricing for the City of Midland

The EMS|MC Full Revenue Cycle Management Solution pricing is an all-inclusive price, including but not limited to:

- Full Revenue Cycle Management Services
- Customizable Ad-Hoc Reporting
- EMSight™
- Crew Analysis™
- NAAC Certified On-Site & Online Documentation Training - EMScholar™
- Attorney Requests From ChartSwap

EMS|MC's advanced pricing model ensures we can offer the best possible rates to our clients. EMS|MC can offer the Revenue Cycle Management Solution services above at a fee of 4.5% of Net Collections*. There are no hidden fees or fees added later, and there is no hourly consulting fee rate. Should the City of Midland need additional services beyond the scope, we will be open to discussion.

We appreciate your consideration and look forward to hearing from you!

* Net collections is the sum of all payments less refunds applied during the same period(s).

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Appendix

Sample Reports Package
Sample Invoice Package
Sample Customer Service Scripts
Sample Contract
SSAE No. 18 SOC 1, Type II Report
SSAE No. 18 SOC 2, Type II Report

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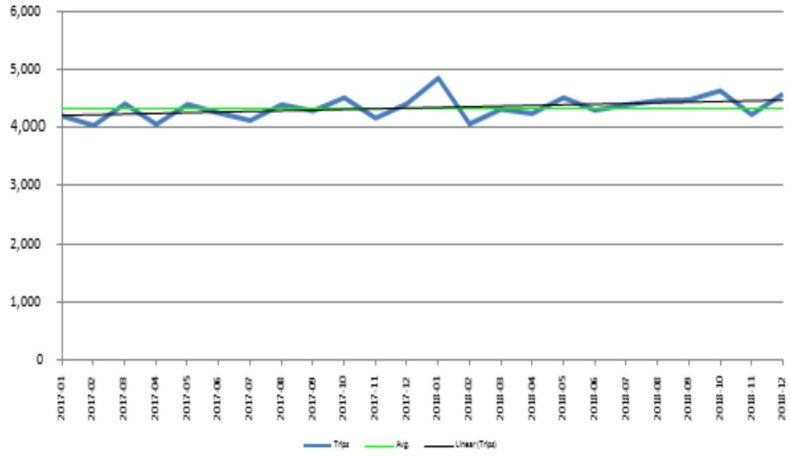
EMS | MC Sample Report Package

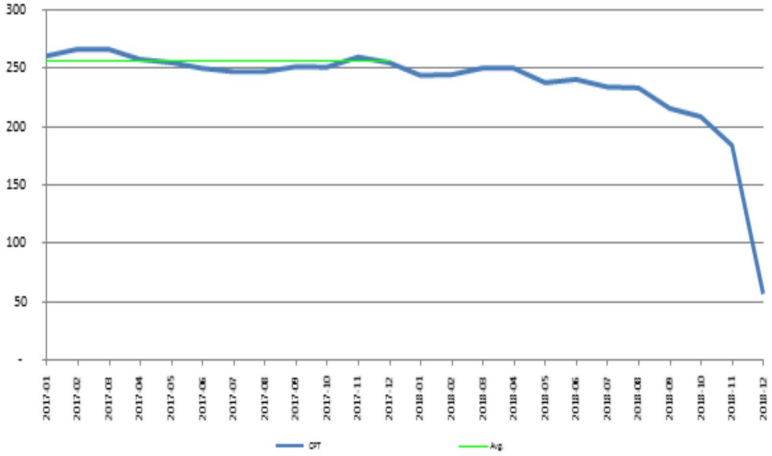
	Trips	Net Coll.	CPT	AR Days
Average	4,341	1,152,004	256	76
Max	4841	1,460,759	267	83

Month	Trips	Net Coll.	CPT	AR Days
2017-01	4,196	1,085,447	261	71
2017-02	4,034	981,284	267	73
2017-03	4,405	1,460,759	267	73
2017-04	4,055	1,257,072	258	72
2017-05	4,394	1,241,931	255	75
2017-06	4,248	1,078,167	250	78
2017-07	4,122	1,098,765	247	76
2017-08	4,387	1,070,873	247	78
2017-09	4,282	1,078,596	252	77
2017-10	4,508	1,195,288	251	74
2017-11	4,161	1,096,751	260	75
2017-12	4,406	970,768	255	77
2018-01	4,841	1,036,368	244	78
2018-02	4,061	1,115,622	245	75
2018-03	4,311	1,337,945	251	79
2018-04	4,239	1,323,027	250	83
2018-05	4,508	1,260,854	238	76
2018-06	4,294	1,153,868	241	78
2018-07	4,383	1,298,461	234	71
2018-08	4,455	1,108,476	234	74
2018-09	4,466	924,013	216	74
2018-10	4,627	1,188,093	209	76
2018-11	4,219	1,184,724	184	73
2018-12	4,571	1,100,935	56	76

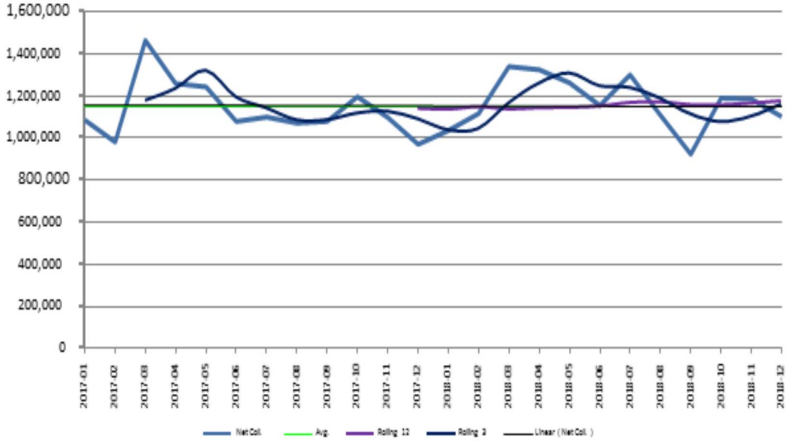
Trips by Month - DOS



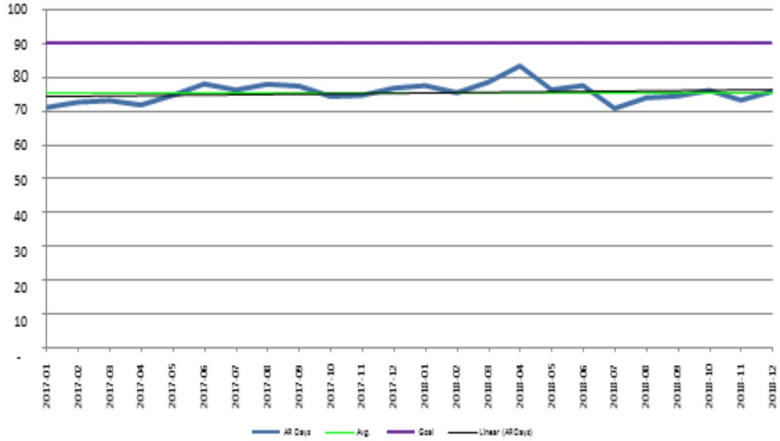
Net Collections per Trip by Month - DOS



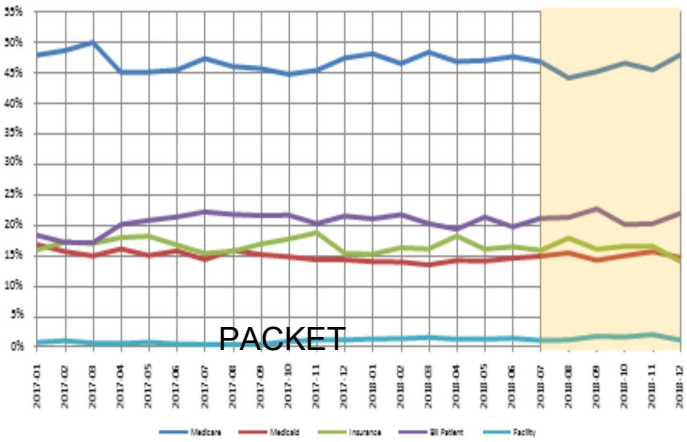
Net Collections by Month - Billing Period



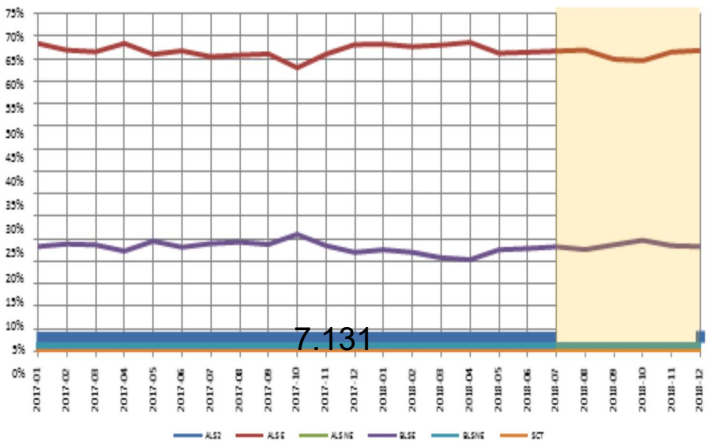
A/R Days - Billing Period



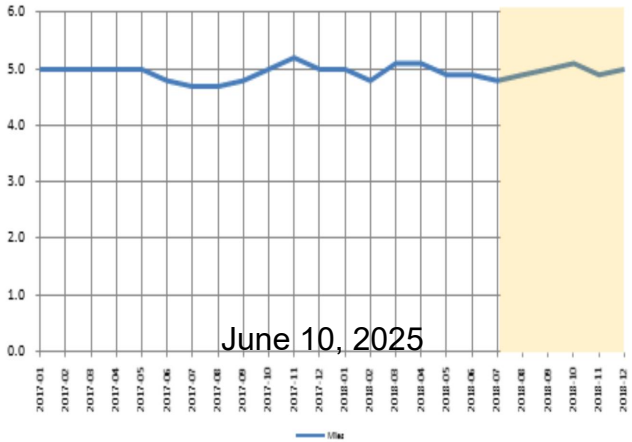
Payor Mix (Gross Charges) - DOS



Run Mix - DOS



Average Loaded Miles per Trip - DOS



PREPARED FOR CLIENT

By:

EMS | MC
EMS MANAGEMENT & CONSULTANTS
RESULTS | SERVICE | COMMUNITY

EMS | MC
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CLIENT **NOVEMBER 2020**

12 MONTH DATE OF SERVICE ANALYSIS

Primary Payor Mix

6-12 Month Mature Average

Primary Payor	% of Trips
Medicare	20%
Medicare Advantage	25%
Insurance	14%
Medicaid	17%
Medicaid MCO	0%
Patient	21%
Facility	1%
Other Govt. Payers	1%
TPL	1%

Net Collection Percentages

6-12 Month Mature Average

Primary Payor	Coll %
Medicare	94%
Medicare Advantage	85%
Insurance	73%
Medicaid	98%
Medicaid MCO	71%
Patient	4%
Facility	43%
Other Govt. Payers	52%
TPL	69%

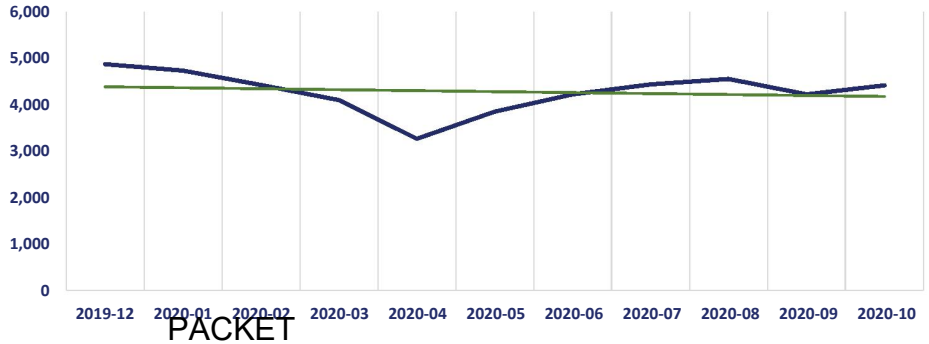
Cash Per Trip

6-12 Month Mature Average

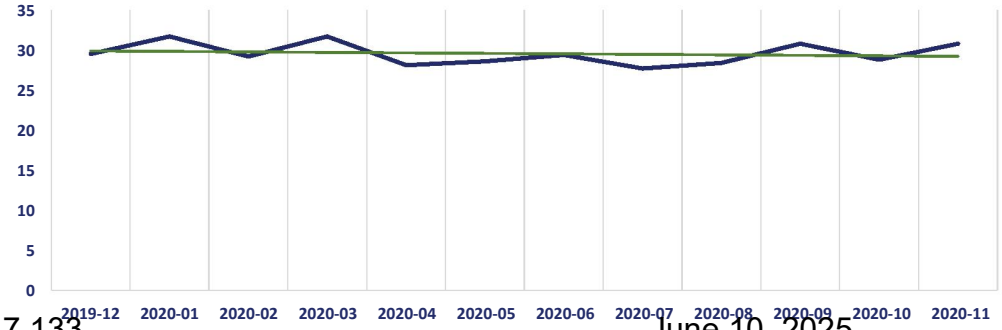
Primary Payor	CPT
Medicare	$ 389.90
Medicare Advantage	$ 358.26
Insurance	$ 439.25
Medicaid	$ 110.30
Medicaid MCO	$ 279.43
Patient	$ 31.12
Facility	$ 28.61
Other Govt. Payers	$ 403.98
TPL	$ 572.48

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	4,866	4,137,359.70	1,851,488.67	2,285,871.03	5,498.48	1,339,613.74	863,270.49	5,815.65	8 3,303.97	850.26	469.76	274.11	58.3%
2020-01	4,725	4,083,756.17	1,808,773.44	2,274,982.73	4,032.42	1,242,326.25	913,972.73	3,781.89	118,433.22	864.29	481.48	262.13	54.4%
2020-02	4,419	3,791,240.62	1,709,114.80	2,082,125.82	2,878.92	1,181,700.48	782,088.87	6,133.16	121,590.71	857.94	471.18	266.03	56.5%
2020-03	4,092	3,508,925.57	1,530,283.10	1,978,642.47	3,133.08	1,100,155.71	750,810.53	6,101.63	130,644.78	857.51	483.54	267.36	55.3%
2020-04	3,260	2,745,498.37	1,170,040.35	1,575,458.02	707.01	805,184.88	613,136.07	4,521.21	160,951.27	842.18	483.27	245.60	50.8%
2020-05	3,841	3,254,668.31	1,350,100.01	1,904,568.30	774.67	971,949.42	690,207.18	4,507.76	246,144.79	847.35	495.85	251.87	50.8%
2020-06	4,217	3,603,331.67	1,502,450.34	2,100,881.33	722.24	1,060,513.44	666,224.07	1,164.63	374,586.21	854.48	498.19	251.21	50.4%
2020-07	4,431	3,800,815.26	1,571,314.17	2,229,501.09	48.43	1,069,975.88	452,635.35	1,204.19	708,045.62	857.78	503.16	241.20	47.9%
2020-08	4,550	3,921,189.39	1,580,782.51	2,340,406.88	10.29	1,084,006.56	106,894.73	1,048.32	1,150,543.62	861.80	514.38	238.01	46.3%
2020-09	4,218	3,640,884.13	1,367,718.42	2,273,165.71	5.44	945,200.66	56,762.82	1,430.47	1,272,627.26	863.18	538.92	223.75	41.5%
2020-10	4,409	3,797,140.39	1,270,084.84	2,527,055.55	8.91	786,740.69	23,542.32	-	1,716,763.63	861.22	573.16	178.44	31.1%
2020-11	3,775	3,244,042.84	221,993.13	3,022,049.71	-	108,081.05	-	-	2,913,968.66	859.35	800.54	28.63	3.6%
Totals	**50,803**	**43,528,852.42**	**16,934,143.78**	**26,594,708.64**	**17,819.89**	**11,695,448.76**	**5,919,545.16**	**35,708.91**	**8,997,603.74**	**856.82**	**523.49**	**229.51**	**43.8%**

Trip Count Trend - Excluding Current Month



Average Loaded Miles



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CLIENT **NOVEMBER 2020**

12 MONTH DATE OF SERVICE ANALYSIS BY PRIMARY PAYOR CATEGORY

MEDICARE

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	1,095	971,854.58	521,359.65	450,494.93	328.43	430,670.91	18,367.78	549.29	1,677.10	887.54	411.41	392.81	95.5%
2020-01	937	851,232.84	463,348.22	387,884.62	194.94	362,446.52	19,695.26	1,032.61	6,580.51	908.47	413.96	385.71	93.2%
2020-02	858	773,125.81	415,374.19	357,751.62	159.02	338,612.89	19,191.59	2,196.05	1,984.17	901.08	416.96	392.09	94.0%
2020-03	826	740,467.03	399,320.88	341,146.15	181.75	321,983.19	14,398.79	1,519.85	6,102.27	896.45	413.01	387.97	93.9%
2020-04	614	546,867.09	292,777.28	254,089.81	55.17	239,396.62	7,969.42	1,410.71	8,079.31	890.66	413.83	387.60	93.7%
2020-05	702	624,379.89	330,520.14	293,859.75	114.91	275,687.79	10,904.31	95.42	7,248.16	889.43	418.60	392.58	93.8%
2020-06	808	719,570.79	378,724.01	340,846.78	116.00	322,493.70	11,555.71	882.14	7,563.51	890.56	421.84	398.03	94.4%
2020-07	840	750,536.03	390,413.72	360,122.31	18.08	328,160.16	8,174.60	120.08	2 3,889.55	893.50	428.72	390.52	91.1%
2020-08	842	755,350.54	388,448.77	366,901.77	2.28	325,900.41	3,247.58	-	3 7,751.50	897.09	435.75	387.06	88.8%
2020-09	786	710,049.03	350,951.17	359,097.86	0.01	294,517.86	3,896.55	191.72	6 0,875.16	903.37	456.87	374.46	82.0%
2020-10	843	765,041.81	348,991.50	416,050.31	-	291,933.43	-	-	124,116.88	907.52	493.54	346.30	70.2%
2020-11	714	651,669.67	67,352.02	584,317.65	-	53,813.24	-	-	530,504.41	912.70	818.37	75.37	9.2%
Totals	**9,865**	**8,860,145.11**	**4,347,581.55**	**4,512,563.56**	**1,170.59**	**3,585,616.72**	**117,401.59**	**7,997.87**	**816,372.53**	**898.14**	**457.43**	**362.66**	**79.3%**

MEDICARE ADVANTAGE

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	1,196	1,073,438.43	567,583.73	505,854.70	840.74	440,494.95	56,224.93	605.66	8,899.74	897.52	422.96	367.80	87.0%
2020-01	1,236	1,126,816.11	608,712.27	518,103.84	1,223.95	442,932.62	63,782.77	1,776.59	1 1,941.09	911.66	419.18	356.92	85.1%
2020-02	1,188	1,075,011.38	578,138.99	496,872.39	834.75	416,238.26	65,131.45	2,039.68	1 6,707.61	904.89	418.24	348.65	83.4%
2020-03	981	881,648.89	465,315.32	416,333.57	505.21	349,975.29	54,741.80	1,325.97	1 2,437.24	898.72	424.40	355.40	83.7%
2020-04	745	665,228.13	348,379.57	316,848.56	215.98	266,941.50	40,794.53	2,238.65	1 1,135.20	892.92	425.30	355.31	83.5%
2020-05	943	842,587.94	431,885.11	410,702.83	95.28	345,966.05	48,920.28	1,482.15	1 7,203.37	893.52	435.53	365.31	83.9%
2020-06	1,052	939,283.69	484,711.38	454,572.31	160.20	375,731.85	52,040.94	135.00	2 6,774.32	892.86	432.10	357.03	82.6%
2020-07	1,086	979,568.87	505,089.67	474,479.20	9.38	383,349.88	41,702.77	646.02	5 0,063.19	902.00	436.91	352.40	80.7%
2020-08	1,223	1,098,684.76	562,394.48	536,290.28	(0.15)	426,858.41	1,713.02	953.44	108,672.44	898.35	438.50	348.25	79.4%
2020-09	1,132	1,025,732.43	510,376.99	515,355.44	2.96	380,676.83	96.18	988.75	135,568.22	906.12	455.26	335.41	73.7%
2020-10	1,162	1,049,801.30	441,862.07	607,939.23	0.41	313,718.75	-	-	294,220.07	903.44	523.18	269.98	51.6%
2020-11	1,039	953,760.68	58,811.10	894,949.58	-	35,958.82	-	-	858,990.76	917.96	861.36	34.61	4.0%
Totals	**12,983**	**11,711,562.61**	**5,563,260.68**	**6,148,301.93**	**3,888.71**	**4,178,843.21**	**425,148.67**	**12,191.91**	**1,552,613.25**	**902.07**	**473.57**	**320.93**	**67.8%**

INSURANCE

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	625	540,272.32	161,079.51	379,192.81	1,704.43	291,313.73	67,055.06	2,738.61	2 1,858.20	864.44	606.71	461.72	76.1%
2020-01	624	555,465.42	155,041.15	400,424.27	1,085.44	283,072.20	84,120.47	768.65	3 2,914.81	890.17	641.71	452.41	70.5%
2020-02	635	551,607.44	166,349.01	385,258.43	819.20	282,955.62	72,579.21	1,817.43	3 0,721.83	868.67	606.71	442.74	73.0%
2020-03	598	532,155.71	169,875.59	362,280.12	969.35	271,249.19	65,842.38	1,991.56	2 6,210.76	889.89	605.82	450.26	74.3%
2020-04	477	412,880.22	141,845.86	271,034.36	236.18	195,323.27	40,166.17	871.85	3 6,180.59	865.58	568.21	407.65	71.7%
2020-05	547	483,774.57	157,950.87	325,823.70	282.20	226,300.23	47,959.23	1,998.89	5 3,280.93	884.41	595.66	410.06	68.8%
2020-06	577	509,911.44	157,792.79	352,118.65	0.20	234,668.25	34,923.38	141.39	8 2,668.21	883.73	610.26	406.46	66.6%
2020-07	593	529,283.03	171,238.35	358,044.68	20.97	231,003.61	16,496.24	438.09	110,961.95	892.55	603.79	388.81	64.4%
2020-08	606	543,660.01	151,699.25	391,960.76	8.16	214,164.62	1,186.87	94.88	176,695.99	897.13	646.80	353.25	54.6%
2020-09	640	568,588.89	105,418.62	463,170.27	2.47	172,266.67	164.45	-	290,736.68	888.42	723.70	269.17	37.2%
2020-10	616	552,939.84	64,118.18	488,821.66	8.50	104,660.12	-	-	384,153.04	897.63	793.54	169.90	21.4%
2020-11	530	459,292.16	3,174.76	456,117.40	-	2,928.70	-	-	453,188.70	866.59	860.60	5.53	0.6%
Totals	**7,068**	**6,239,831.05**	**1,605,583.94**	**4,634,247.11**	**5,137.10**	**2,509,906.21**	**430,493.46**	**10,861.35**	**1,699,571.69**	**882.83**	**655.67**	**353.57**	**53.9%**

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CLIENT NOVEMBER 2020

12 MONTH DATE OF SERVICE ANALYSIS BY PRIMARY PAYOR CATEGORY

MEDICAID

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	814	632,152.80	544,722.95	87,429.85	202.96	86,378.81	-	-	848.08	776.60	107.41	106.12	98.8%
2020-01	787	617,756.39	532,759.43	84,996.96	86.03	84,805.61	-	-	105.32	784.95	108.00	107.76	99.8%
2020-02	749	588,932.76	506,623.41	82,309.35	47.38	81,596.65	-	-	665.32	786.29	109.89	108.94	99.1%
2020-03	695	539,473.30	458,914.96	80,558.34	24.87	79,063.39	-	-	1,470.08	776.22	115.91	113.76	98.1%
2020-04	556	424,204.00	359,326.51	64,877.49	2.49	62,805.72	-	-	2,069.28	762.96	116.69	112.96	96.8%
2020-05	620	476,975.78	401,393.57	75,582.21	-	70,941.73	-	-	4,640.48	769.32	121.91	114.42	93.9%
2020-06	686	533,950.48	450,274.98	83,675.50	-	76,114.62	-	-	7,560.88	778.35	121.98	110.95	91.0%
2020-07	744	575,098.88	472,894.28	102,204.60	-	81,289.64	-	-	20,914.96	772.98	137.37	109.26	79.5%
2020-08	747	583,065.79	451,456.15	131,609.64	-	80,451.29	-	-	51,158.35	780.54	176.18	107.70	61.1%
2020-09	658	514,699.12	380,832.77	133,866.35	-	67,521.48	-	-	66,344.87	782.22	203.44	102.62	50.4%
2020-10	715	553,124.89	398,891.51	154,233.38	-	68,331.29	-	-	85,902.09	773.60	215.71	95.57	44.3%
2020-11	583	456,638.22	92,160.64	364,477.58	-	14,885.69	-	-	349,591.89	783.26	625.18	25.53	4.1%
Totals	**8,354**	**6,496,072.41**	**5,050,251.16**	**1,445,821.25**	**363.73**	**854,185.92**	**-**	**-**	**591,271.60**	**777.60**	**173.07**	**102.25**	**59.1%**

MEDICAID MCO

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	2	1,907.56	463.92	1,443.64	-	1,443.64	-	-	-	953.78	721.82	721.82	100.0%
2020-01	1	900.82	450.41	450.41	-	450.41	-	-	-	900.82	450.41	450.41	100.0%
2020-02	1	885.58	-	885.58	-	174.00	-	-	711.58	885.58	885.58	174.00	19.6%
2020-03	3	2,449.82	1,267.06	1,182.76	-	534.58	-	-	648.18	816.61	394.25	178.19	45.2%
2020-04	3	2,841.76	2,429.51	412.25	-	412.25	-	-	-	947.25	137.42	137.42	100.0%
2020-05	2	1,819.02	1,480.70	338.32	-	338.32	-	-	-	909.51	169.16	169.16	100.0%
2020-06	3	2,582.68	1,833.25	749.43	-	749.43	-	-	-	860.89	249.81	249.81	100.0%
2020-07	3	2,974.36	1,081.27	1,893.09	-	247.81	-	-	1,645.28	991.45	631.03	82.60	13.1%
2020-08	6	4,695.90	442.49	4,253.41	-	1,103.54	-	-	3,149.87	782.65	708.90	183.92	25.9%
2020-09	3	3,237.40	770.24	2,467.16	-	2,467.16	-	-	-	1,079.13	822.39	822.39	100.0%
2020-10	6	3,363.16	-	3,363.16	-	-	-	-	3,363.16	560.53	560.53	-	0.0%
2020-11	1	981.59	-	981.59	-	-	-	-	981.59	981.59	981.59	-	0.0%
Totals	**34**	**28,639.65**	**10,218.85**	**18,420.80**	**-**	**7,921.14**	**-**	**-**	**10,499.66**	**842.34**	**541.79**	**232.97**	**43.0%**

PATIENT

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	972	785,513.86	1,801.91	783,711.95	2,186.57	38,461.39	708,984.79	-	34,079.20	808.14	806.29	39.57	4.9%
2020-01	983	804,557.92	3,531.15	801,026.77	1,349.02	25,645.94	730,560.22	1.00	43,472.59	818.47	814.88	26.09	3.2%
2020-02	863	702,083.97	2,758.73	699,325.24	753.26	25,046.56	621,005.50	80.00	52,599.92	813.54	810.34	28.93	3.6%
2020-03	874	716,325.46	6,457.55	709,867.91	1,408.23	36,616.85	611,533.44	1,264.25	61,573.64	819.59	812.21	40.45	5.0%
2020-04	797	638,452.82	6,886.76	631,566.06	191.09	21,399.33	522,085.21	-	87,890.43	801.07	792.43	26.85	3.4%
2020-05	925	740,407.58	5,689.30	734,718.28	282.28	22,634.43	579,288.36	-	132,513.21	800.44	794.29	24.47	3.1%
2020-06	978	805,600.21	3,552.02	802,048.19	444.32	22,872.02	567,493.10	-	211,238.75	823.72	820.09	23.39	2.9%
2020-07	1,053	866,981.07	6,904.99	860,076.08	-	21,324.73	384,202.06	-	454,549.29	823.34	816.79	20.25	2.5%
2020-08	1,026	853,940.26	5,426.30	848,513.96	-	14,394.69	100,747.26	-	733,372.01	832.30	827.01	14.03	1.7%
2020-09	901	735,597.49	2,371.64	733,225.85	-	11,458.54	52,605.64	250.00	669,411.67	816.42	813.79	12.44	1.5%
2020-10	968	785,921.03	402.71	785,518.32	-	2,612.86	23,542.32	-	759,363.14	811.90	811.49	2.70	0.3%
2020-11	805	632,789.61	-	632,789.61	-	-	-	-	632,789.61	786.07	786.07	-	0.0%
Totals	**11,145**	**9,068,171.28**	**45,783.06**	**9,022,388.22**	**6,614.77**	**242,467.34**	**4,902,047.90**	**1,595.25**	**3,872,853.46**	**813.65**	**809.55**	**21.61**	**2.7%**

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CLIENT **NOVEMBER 2020**

12 MONTH DATE OF SERVICE ANALYSIS BY PRIMARY PAYOR CATEGORY

FACILITY

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	69	46,051.30	40,625.18	5,426.12	-	1,491.42	-	-	3,934.70	667.41	78.64	21.61	27.5%
2020-01	65	42,458.78	39,605.12	2,853.66	-	963.92	-	-	1,889.74	653.21	43.90	14.83	33.8%
2020-02	53	33,944.48	30,415.84	3,528.64	-	2,032.98	-	-	1,495.66	640.46	66.58	38.36	57.6%
2020-03	37	24,418.22	19,672.68	4,745.54	-	2,852.46	-	-	1,893.08	659.95	128.26	77.09	60.1%
2020-04	21	12,573.52	11,289.80	1,283.72	-	413.38	870.34	-	-	598.74	61.13	19.68	32.2%
2020-05	26	16,317.34	16,317.34	-	-	-	-	-	-	627.59	-	-	0.0%
2020-06	38	24,385.55	21,787.65	2,597.90	-	(77.72)	-	-	2,675.62	641.73	68.37	(2.05)	-3.0%
2020-07	28	17,987.28	16,200.16	1,787.12	-	668.14	-	-	1,118.98	642.40	63.83	23.86	37.4%
2020-08	31	18,926.40	16,970.92	1,955.48	-	-	-	-	1,955.48	610.53	63.08	-	0.0%
2020-09	23	15,142.70	12,355.70	2,787.00	-	1,094.68	-	-	1,692.32	658.38	121.17	47.59	39.3%
2020-10	17	12,185.95	10,825.31	1,360.64	-	-	-	-	1,360.64	716.82	80.04	-	0.0%
2020-11	31	21,891.20	-	21,891.20	-	-	-	-	21,891.20	706.17	706.17	-	0.0%
Totals	**439**	**286,282.72**	**236,065.70**	**50,217.02**	**-**	**9,439.26**	**870.34**	**-**	**39,907.42**	**652.12**	**114.39**	**21.50**	**18.8%**

OTHER GOVT. PAYERS

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	54	50,333.11	10,435.42	39,897.69	(13.54)	27,077.63	7,116.28	1,220.35	6,937.67	932.09	738.85	478.84	64.8%
2020-01	54	50,524.93	4,544.49	45,980.44	89.92	23,253.31	4,311.81	-	18,325.40	935.65	851.49	430.62	50.6%
2020-02	40	37,166.12	7,814.57	29,351.55	88.19	14,067.56	3,265.06	-	11,930.74	929.15	733.79	351.69	47.9%
2020-03	50	46,601.66	6,759.90	39,841.76	34.53	19,345.16	1,250.04	-	19,212.03	932.03	796.84	386.90	48.6%
2020-04	33	29,753.14	5,657.64	24,095.50	-	10,795.04	151.46	-	13,149.00	901.61	730.17	327.12	44.8%
2020-05	50	45,484.68	3,087.44	42,397.24	-	16,092.79	-	931.30	27,235.75	909.69	847.94	303.23	35.8%
2020-06	52	47,048.72	2,473.71	44,575.01	-	17,576.12	210.94	-	26,787.95	904.78	857.21	338.00	39.4%
2020-07	54	49,998.64	7,014.09	42,984.55	-	13,676.83	253.76	-	29,053.96	925.90	796.01	253.27	31.8%
2020-08	46	41,254.94	3,542.34	37,712.60	-	16,611.32	-	-	21,101.28	896.85	819.84	361.12	44.0%
2020-09	53	48,004.40	3,825.19	44,179.21	-	9,172.53	-	-	35,006.68	905.74	833.57	173.07	20.8%
2020-10	59	56,255.51	4,993.56	51,261.95	-	4,583.42	-	-	46,678.53	953.48	868.85	77.69	8.9%
2020-11	42	38,669.99	494.61	38,175.38	-	494.60	-	-	37,680.78	920.71	908.94	11.78	1.3%
Totals	**587**	**541,095.84**	**60,642.96**	**480,452.88**	**199.10**	**172,746.31**	**16,559.35**	**2,151.65**	**293,099.77**	**921.80**	**818.49**	**290.62**	**35.5%**

TPL

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	39	35,835.74	3,416.40	32,419.34	248.89	22,281.26	5,521.65	701.74	5,069.28	918.87	831.27	553.32	66.6%
2020-01	38	34,042.96	781.20	33,261.76	3.12	18,755.72	11,502.20	203.04	3,203.76	895.87	875.31	488.23	55.8%
2020-02	32	28,483.08	1,640.06	26,843.02	177.12	20,975.96	916.06	-	4,773.88	890.10	838.84	655.50	78.1%
2020-03	28	25,385.48	2,699.16	22,686.32	9.14	18,535.60	3,044.08	-	1,097.50	906.62	810.23	661.99	81.7%
2020-04	14	12,697.69	1,447.42	11,250.27	6.10	7,697.77	1,098.94	-	2,447.46	906.98	803.59	549.84	68.4%
2020-05	26	22,921.51	1,775.54	21,145.97	-	13,988.08	3,135.00	-	4,022.89	881.60	813.31	538.00	66.2%
2020-06	23	20,998.11	1,300.55	19,697.56	1.52	10,385.17	-	6.10	9,316.97	912.96	856.42	451.26	52.7%
2020-07	30	28,387.10	477.64	27,909.46	-	10,255.08	1,805.92	-	15,848.46	946.24	930.32	341.84	36.7%
2020-08	23	21,610.79	401.81	21,208.98	-	4,522.28	-	-	16,686.70	939.60	922.13	196.62	21.3%
2020-09	22	19,832.67	816.10	19,016.57	-	6,024.91	-	-	12,991.66	901.49	864.39	273.86	31.7%
2020-10	23	18,506.90	-	18,506.90	-	900.82	-	-	17,606.08	804.65	804.65	39.17	4.9%
2020-11	23	22,130.30	-	22,130.30	-	-	-	-	22,130.30	962.19	962.19	-	0.0%
Totals	**321**	**290,832.33**	**14,755.88**	**276,076.45**	**445.89**	**134,322.65**	**27,023.85**	**910.88**	**115,194.94**	**906.02**	**860.05**	**415.61**	**48.3%**

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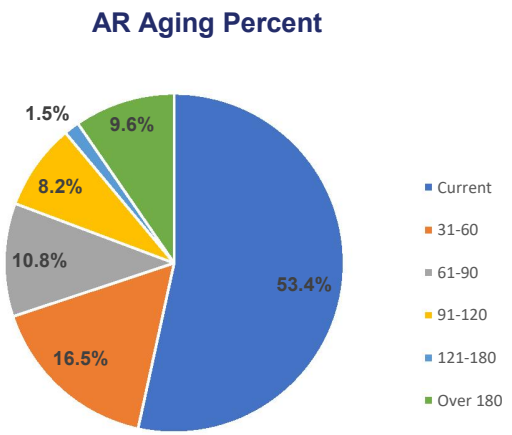
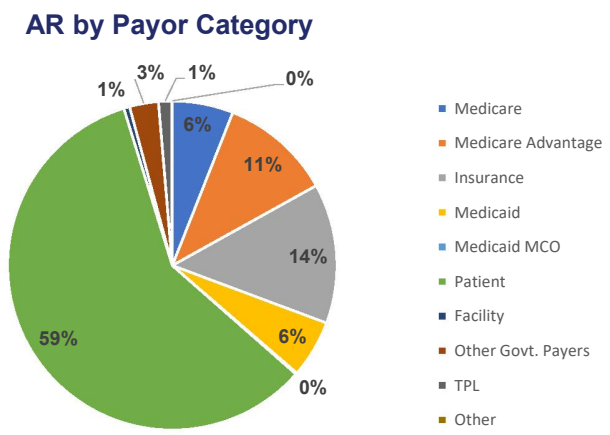
OUTSTANDING AR AGING BY PAYOR CATEGORY

AGING BY AGING DATE & CURRENT PAYOR

Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
Medicare	583,593.07	9,432.88	6,967.38	5,231.92	608.31	2,883.94	608,717.50
Medicare Advantage	939,116.23	114,729.08	27,510.71	9,345.13	6,992.37	14,548.07	1,112,241.59
Insurance	958,757.43	296,375.86	99,302.88	37,728.87	(833.72)	7,903.11	1,399,234.43
Medicaid	387,036.42	97,855.15	48,605.53	29,908.11	6,236.80	5,761.88	575,403.89
Medicaid MCO	5,320.66	4,131.10	2,582.34	1,076.76	-	-	13,110.86
Patient	2,239,334.06	1,073,442.67	867,341.37	738,055.24	129,397.12	926,208.72	5,973,779.18
Facility	24,804.38	3,782.95	5,225.00	2,917.26	4,808.45	17,153.05	58,691.09
Other Govt. Payers	185,004.40	55,146.85	37,492.22	9,037.01	(1,172.64)	2,716.18	288,224.02
TPL	107,653.17	19,416.58	3,277.21	2,951.76	1,749.82	(975.23)	134,073.31
Other	(3,267.69)	-	-	-	-	-	(3,267.69)
Total	**5,427,352.13**	**1,674,313.12**	**1,098,304.64**	**836,252.06**	**147,786.51**	**976,199.72**	**10,160,208.18**





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ACCOUNTS RECEIVABLE RECONCILIATION REPORT

For Account Period Ending: November 30, 2020

Month	Beginning A/R	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Ending A/R
2020-01	10,194,366.17	3,927,941.46	1,900,926.66	2,027,014.80	14,941.31	1,313,853.46	930,203.40	(3,594.60)	9,965,977.40
2020-02	9,965,977.40	3,938,512.10	1,751,167.66	2,187,344.44	11,548.77	1,224,081.19	879,431.38	(8,981.30)	10,047,241.80
2020-03	10,047,241.80	3,270,352.38	1,777,132.96	1,493,219.42	11,588.98	1,517,481.16	418,946.92	(4,014.21)	9,596,458.37
2020-04	9,596,458.37	2,917,117.96	1,512,767.03	1,404,350.93	10,709.82	1,247,019.39	604,836.91	(9,246.93)	9,147,490.11
2020-05	9,147,490.11	3,204,673.70	1,292,727.88	1,911,945.82	13,761.39	1,051,295.84	835,751.98	(9,614.82)	9,168,241.54
2020-06	9,168,241.54	3,429,246.53	1,440,703.34	1,988,543.19	13,775.13	1,207,008.94	816,904.08	(14,787.73)	9,133,884.31
2020-07	9,133,884.31	4,003,533.45	1,714,859.15	2,288,674.30	12,954.40	1,313,061.31	604,659.01	(12,575.88)	9,504,459.77
2020-08	9,504,459.77	3,713,369.30	1,436,891.14	2,276,478.16	14,962.52	1,207,315.33	814,557.81	(11,131.77)	9,755,234.04
2020-09	9,755,234.04	3,814,419.88	1,648,131.11	2,166,288.77	15,353.60	1,236,119.17	721,198.65	(12,158.04)	9,961,009.43
2020-10	9,961,009.43	3,669,435.07	1,529,566.30	2,139,868.77	14,581.59	1,206,889.12	778,095.37	(5,226.22)	10,106,538.34
2020-11	10,106,538.34	3,510,325.86	1,513,847.17	1,996,478.69	7,249.42	1,183,501.35	757,928.98	(5,870.90)	10,160,208.18
FY Total	**10,194,366.17**	**39,398,927.69**	**17,518,720.40**	**21,880,207.29**	**141,426.93**	**13,707,626.26**	**8,162,514.49**	**(97,202.40)**	**10,160,208.18**

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Invoice Samples

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EMS MANAGEMENT & CONSULTANTS

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

TIMELY PAYMENT REQUIRED

FEDERAL TAX ID:

You have agreed to make a payment, due every 30 days, of $50.00 on the balance listed.

Please make your payment of $50.00 within 30 days to avoid further action. You may submit your payment using any of the contact options listed in the "Need to provide insurance or make a payment?" section.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109808**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa□ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$50.00**
Outstanding Balance:		$444.40

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. **A8**

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-109808
AMOUNT DUE:	**$50.00**
AMOUNT ENCLOSED:	**$_____**

ELECTRONIC SERVICE REQUESTED

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ACTION REQUIRED

FEDERAL TAX ID:

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-1098903**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

WE DO NOT HAVE YOUR INSURANCE ON FILE

Please provide your insurance using any of the contact options listed in the "Need to provide insurance or make a payment?" section. If you do not have insurance, you are responsible for the amount due.

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Before Insurance:		**$444.40**

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A3

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-1098903
AMOUNT DUE:	**$444.40**
AMOUNT ENCLOSED:	**$_____**

ELECTRONIC SERVICE REQUESTED

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

PAST DUE TIME PAYMENT

4

FEDERAL TAX ID:

We have not received your agreed upon payment of $50.00 on the balance due for this claim within the allotted 30 day period. We request that you pay the full balance to avoid further collection proceedings which could adversely affect your credit rating.

If we do not receive any response within 15 days of the statement date of this letter, we will consider further action. You may submit your payment using any of the contact options listed in the "Need to provide insurance or make a payment?" section.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109809**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa□ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$50.00**
Outstanding Balance:		$444.40

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A9

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-109809
PAST DUE AMOUNT:	**$50.00**
AMOUNT ENCLOSED:	**$_____**

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

PAYMENT REQUIRED
30 DAYS PAST DUE

85

FEDERAL TAX ID:

The balance listed is past due. You are responsible for the remaining balance unless you have additional insurance.

Your ambulance services claim has been processed or is not covered by your insurance company leaving the outstanding balance listed below. The balance remaining is a result of one of the following reasons from your insurance company:

- Charges not covered by your plan
- co-pay, deductible or denial
- payment was made directly to you

Please contact your insurance company directly if you have any questions regarding how your claim was processed. If you would like to provide additional insurance information or make a payment, you may do so using any of the contact options listed in the "Need to provide insurance or make a payment?" section below.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109814**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$444.40**

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A14

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-109814
PAST DUE AMOUNT:	**$444.40**
AMOUNT ENCLOSED:	**$_____**

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

ELECTRONIC SERVICE REQUESTED

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET 7.143 June 10, 2025
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Immediate Action Required

8

FEDERAL TAX ID: 5

This notice is being sent to you regarding your overdue amount for ambulance services. According to our records, we have filed all appropriate claims with your insurance company (if applicable). The balance shown is now past due and is your responsibility. We request that you pay this amount in full to avoid further collection proceedings which could adversely affect your credit rating. If you have recently paid this bill, please disregard this notice. If you are unable to pay the remaining balance, you may be eligible for a reasonable payment plan if you contact us immediately. If we do not receive any response from you within 15 days of the statement date on this letter, we will consider further action that may impact your credit rating. Such collection actions may include associated with collection towards delinquent accounts WHERE applicable unpaid invoices may be submitted to the state's Tax Garnishment Program to recover delinquent debts. Once your account has been submitted for additional collection efforts, we are unable to stop the collection proceedings. Please pay now to avoid a negative impact on your credit rating, as well as fees, penalties and interest. Thank you for your prompt attention to this important matter.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-1098902**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$444.40**

PAYMENT DUE
FINAL NOTICE

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A2

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-1098902
PAST DUE AMOUNT:	**$444.40**
AMOUNT ENCLOSED:	$_____

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET 7.144 June 10, 2025
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

SIGNATURE REQUEST FORM

87

FEDERAL TAX ID:

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109872**

NEED TO CONTACT US:

ONLINE: www.emsbilling.com/patient
BY MAIL: Complete the below form and return in the envlosed envelope.
BY PHONE: Call us at 1(800) 814-5339 for questions regarding your account Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Dear MICKEY M MOUSE:

On the date of service listed, ambulance services were provided to you. We must have your signature in order to submit a claim on your behalf. If you are unable to sign, a representative such as a family member, guardian or other person who arranges for your care, or handles your affairs may sign. The request for authorization to submit a claim in no way represents a guarantee of claim submission or payment by your insurer.

For your convenience, visit www.emsbilling.com/patient to provide your signature electronically.

SIGNATURE REQUIRED IN ORDER TO FILE AMBULANCE CLAIM

PATIENT SIGNATURE STATEMENT

I authorize the submission of a claim for payment to Medicare, Medicaid, or any other payor for any services provided to me in the past, present or in the future, until such time as I revoke this authorization in writing. I understand that I am financially responsible for the services and supplies provided to me, regardless of my insurance coverage and in some cases, may be responsible for an amount in addition to that which was paid by my insurance. I agree to immediately remit any payments that I receive directly from insurance or any source whatsoever for the services provided to me and I assign all rights to such payments. I authorize the agency to appeal payment denials or other adverse decisions on my behalf. I authorize and direct any holder of medical, insurance billing or other relevant information about me to release such information and its billing agents, the Centers for Medicare and Medicaid Services, and/or any other payers or insurers, and their respective agents or contractors, as may be necessary to determine these or other benefits payable for any services provided to me, now, in the past, or in the future. I also authorize to obtain medical insurance, billing and other relevant information about me from any party, database or other source that maintains such information.

PATIENT SIGNATURE | DATE

OR

PATIENT REPRESENTATIVE

- ☐ Patient Legal Guardian
- ☐ Person receiving governmental benefits on behalf of patient
- ☐ Person who arranges for patient's treatment or exercises other responsibilities for their affairs
- ☐ Representative of a medical facility that provides other care, services or assistance to the patient

REPRESENTATIVE NAME | REPRESENTATIVE SIGNATURE | DATE

B72

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET 7.145 June 10, 2025
Incident Number:

In_order__to_file_health__insurance___on_your_behalf,__your_signature__is_REQUIRED.

I request that payment of authorized Medicare, Medicaid, or any other insurance benefits be made on my behalf to the EMS provider for any services provided to me now, in the past, or in the future. I understand that I am financially responsible for the services provided to me regardless of my insurance coverage and in some cases, may be for an amount in addition to that which was paid by my insurance. I agree to immediately remit any payments that I receive directly from insurance or any source whatsoever for the services provided to me and I assign all rights to such payments to the EMS provider. I authorize the EMS provider to appeal payment denials or other adverse decisions on my behalf without further authorizations. I authorize and direct any holder of medical information or documentation about me to release such information to the EMS provider, and its billing agents, and/or the Centers for Medicare & Medicaid Services and its carriers and agents, and/or any other payers or insurers as may be necessary to determine these or other benefits payable for any services provided to me now or in the future. A copy of this form is as valid as an original.

Please visit us online at www.emsbilling.com/patient to sign electronically.

Patient signature: _____ Date: _____

Patient Representative: If the patient is unable to sign, please complete the section below. If the reason the patient is unable to sign is not listed below, the patient will remain responsible for the full balance. Please note, the Patient Representative is not financially liable for services rendered to the patient.

Unable to sign because (REQUIRED): _____

I am signing on behalf of the patient to authorize submission of the claim. By signing below, I acknowledge that I am one of the authorized signers listed below.

- ☐ Patient Legal Guardian
- ☐ Person receiving governmental benefits on behalf of patient
- ☐ Person who arranges for patient's treatment or exercises other responsibilities for their affairs
- ☐ Representative of a medical facility that provides other care, services or assistance to the patient

Representative Name _____ Representative Signature _____

Contact Phone # _____ Date _____

INSURANCE INFORMATION

TYPE: ☐ MEDICARE ☐ MEDICAID ☐ INSURANCE

NAME _____

NAME OF INSURED/GUARANTOR

POLICY HOLDER _____

POLICY HOLDER'S

SOCIAL SECURITY # _____

INSURANCE POLICY # _____

GROUP # _____

ANY ADDITIONAL INSURANCE

TYPE: ☐ MEDICARE ☐ MEDICAID ☐ INSURANCE

NAME _____

NAME OF INSURED/GUARANTOR

POLICY HOLDER _____

POLICY HOLDER'S

SOCIAL SECURITY # _____

INSURANCE POLICY # _____

GROUP # _____

THIRD PARTY LIABILITY INSURANCE

IF ACCIDENT RELATED, WHAT TYPE OF INSURANCE ARE YOU PROVIDING ?

☐ WORKERS COMPENSATION ☐ AUTO ☐ OTHER INSURANCE

NAME OF INSURED/ POLICY HOLDER _____

CASE/CLAIM NUMBER # _____

EMPLOYER'S NAME AND ADDRESS _____

CLAIM MAILING ADDRESS _____

POLICY HOLDER'S DATE OF BIRTH _____

POLICY HOLDER'S EMPLOYER (IF APPLICABLE) _____

EMPLOYER'S TELEPHONE # _____

INSURANCE CO. TELEPHONE # _____

Need to make a payment?

Credit card or check (ACH) payments can be made at www.emsbilling.com/patient or by calling 1 (800) 814-5339. Payments made via our website will provide a confirmation number and option to receive the confirmation by email. Credit card payments returned by mail will not be processed.

There is a flat $5.00 convenience fee applied to each credit card transaction. To avoid this fee, please pay by check (online/mailed) or money order.

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

SIGNATURE AND INSURANCE REQUEST FORM

FEDERAL TAX ID:

Our records indicate that the ambulance services provided were the result of an accident and may be covered by a third party such as workers' compensation, automobile or some other type of liability insurance.

In these cases, third party liability insurance is considered the primary payer and therefore will be filed first.

Please provide the associated third-party liability/motor vehicle insurance as well as your health insurance. In order to file to your insurance, we will need your signature.

Please see the "Need to provide insurance or make a payment?" section for how you can provide us this information by mail or online at our patient portal.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-1098910**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en español, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Before Insurance:		**$444.40**

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A10

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-1098910
AMOUNT DUE:	**$444.40**
AMOUNT ENCLOSED:	**$_____**

ELECTRONIC SERVICE REQUESTED

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID:

Incident Number:

Call Type / Scenario	Script / Suggested Verbiage
Outbound Insurance Call Answered	Hello this message is for "patient name". This is EMSMC calling on behalf of "ambulance provider". This call is concerning your ambulance trip, our records indicate there is no insurance information on file for this trip. If you have any insurance that you would like to provide, you can press 1 now to speak with our Customer Service Department, or you may reach them by calling at 800-849-5603 during the hours of 8AM to 8PM, Monday through Friday. You may also provide your insurance information through our patient portal by visiting our website at emsmc.com/patient. Thank you.
Outbound Insurance Call Voicemail Received	Hello this message is for "patient name". This is EMSMC calling on behalf of "ambulance provider". This call is concerning your ambulance trip, our records indicate there is no insurance information on file for this trip. If you have any insurance that you would like to provide, please call at 800-849-5603 during the hours of 8AM to 8PM, Monday through Friday. You may also provide your insurance information through our patient portal by visiting our website at emsmc.com/patient. Thank you.
Outbound Pre-Collections Call Answered	Hello, this message is for "patient name". This is EMSMC calling on behalf of "ambulance provider". The reason for this call is to inform you of your outstanding balance is severely past due. To prevent further collection and any negative impacts to your credit report, payment is expected at this time. We accept Visa, Discover and MasterCard for your payment convenience. If you would like to speak with our Customer Service Department, press 1 now or we can be reached by calling at 800-849-5603 during the hours of 8AM to 8PM, Monday through Friday. You may also may a payment through our patient portal by visiting our website at emsmc.com/patient. Please note, if payment arrangements have not been made or payment in full received by "date", your account will be turned over to a debt collecting agency and your credit score could be negatively impacted. Thank you.
Outbound Pre-Collections Call Voicemail Received	Hello, this message is for "patient name". This is EMSMC calling on behalf of "ambulance provider". The reason for this call is to inform you of your outstanding balance is severely past due. To prevent further collection and any negative impacts to your credit report, payment is expected at this time. We accept Visa, Discover and MasterCard for your payment convenience. If you would like to speak with our Customer Service Department, please call at 800-849-5603 during the hours of 8AM to 8PM, Monday through Friday. You may also may a payment through our patient portal by visiting our website at emsmc.com/patient. Please note, if payment arrangements have not been made or payment in full received by "date", your account will be turned over to a debt collecting agency and your credit score could be negatively impacted. Thank you.
Bankruptcy Workflow	Hello, my name is _____ and I'm calling on behalf of (client's name) on a recorded line. I am calling to inquire about a bankruptcy notice we received in our office in which we are unable to locate an open account. Would you be able to provide us with some additional information, such as run #, DOB, dependent names, or mailing address?
Bankruptcy Workflow - Voicemail	Hello, my name is _____ and I'm calling on behalf of (client's name). I am calling to inquire about a bankruptcy notice received at our office for which we are unable to locate an open account. If you could provide us with any patient information, such as run #, DOB, dependent names, or mailing address, please call us at 800-849-5603, ext. 315. We are open Monday through Friday from 8AM to 8PM, EST. Please reference document ID#:_____.
Estates Outreach	Hello, my name is _____ and I am calling with EMS|MC on a recorded line. I am calling to inquire if there is an open estate for a deceased patient.
Estates Outreach - Voicemail	Hello, my name is _____ and I am calling on behalf of (client's name). I am calling to inquire about the status of an open estate on a deceased patient. If you can provide any information, please reach out to us via email at estatesgroup@emsmc.com and reference document ID# _____.
Payment Plan Terms	You will receive a new invoice within 7-10 business days, your first payment of "Amount Agreed" is not due until 30 days from today. So, your first payment of "Agreed amount" is not due until "Please advise the patient 30 days from today's date MM/DD/YYYY". Every time you make a payment, we will send out an updated statement in the mail, but if for some reason "Mr/Mrs" you do not receive a statement, you are still required to make the agreed payment

	of "Agreed Amount" to avoid your account from being forwarded over to collections, do you agree with those terms?
Ghost Call	Caller can you hear me? Caller, please disconnect and call back at 800-849-5603 for further assistance. Due to no response I will be disconnecting.
Explanation of trip total bill	Billed charges are comprised of a Base Rate and a Mileage Rate. The Base Rate is dependent on the level of service provided (or the EMT's certification level) plus a charge per mile transported. The charges cover the ambulance, equipment, personnel and care given to the patient.
Not Medically Necessary	Medicare guidelines does not cover ambulance transports if it appears the patient could have traveled to the hospital by any means other than an ambulance. Based on the information from the ambulance transport, it appears the patient could have gotten to the hospital by other means. If you believe the patient could not have traveled by other means, it is within your rights to appeal directly to Medicare. I can send a HIPAA release form with instructions to appeal to Medicare to you. In the meantime, we cannot hold the trip, and you may need to setup monthly payments.
Insurance Rep or Patient Questioning Allowable Amount	The allowable amount only refers to what the patient's specific plan will pay for a particular service based on their policy and does not reduce the overall cost of the service when the insurance is out of network.
Insurance Out of Network	Your insurance and the EMS provider are not in network with one another. However, we understand you were unable to pick an ambulance service who is in network during the time of service, as this was an emergency. You may choose to call your insurance to explain the emergent nature of the incident, and the reason you were unable to select a provider who was in network. The insurance provider may be able to reprocess claims as out of network and pay an additional amount.
Waiver of Liability	Our records indicate we are not in-network however this claim was processed as in-network. Due to the emergent nature of this transport, the patient was unable to choose an in-network provider as can be the case with ground ambulance transports. We do not sign waiver of liability when claims are underpaid due to being incorrectly processed as in-network, or when they are denied. Instead, the claim should be re-processed as out-of-network. Otherwise, the current balance will remain the patient's responsibility.
Coordination of Benefits	It appears your insurance denied this claim, stating they are not the primary payor. To properly bill the claim to your insurance, we need to update your coordination of benefits. Please contact your insurance carriers and work with them to determine who should be billed as primary, who should be billed as secondary, and so on. Once the coordination of benefits has been updated, please contact us to let us know in what order the payors should be billed and we will file the claim accordingly.

RubinBrown

7676 Forsyth Blvd
Suite 2100
St. Louis, MO 63105

T: 314.290.3300
E: info@rubinbrown.com
www.RubinBrown.com

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

Section 1. Independent Service Auditor's Report

Management
EMS Management & Consultants, Inc.
Winston-Salem, North Carolina

Scope

We have examined EMS Management & Consultants, Inc.'s (EMS | MC) description of its Revenue Cycle Management Services System entitled "EMS Management & Consultants, Inc.'s Description Of Its Revenue Cycle Management Services System" for providing revenue cycle management services throughout the period July 1, 2023 to June 30, 2024 (description) and the suitability of the design and operating effectiveness of the controls included in the description to achieve the related control objectives stated in the description, based on the criteria identified in "EMS Management & Consultants, Inc.'s Assertion" (assertion). The controls and control objectives included in the description are those that management of EMS | MC believes are likely to be relevant to user entities' internal control over financial reporting, and the description does not include those aspects of the Revenue Cycle Management Services System that are not likely to be relevant to user entities' internal control over financial reporting.

EMS | MC uses subservice organizations to provide the following services:

- Amazon Web Services: platform as a service provider for the in-scope EMSolutions applications, EMSafe, EMSmart, EMSecurePay and EMSight.
- Output Services Group, Inc. dba EverView: electronic and print customer communication services (through November 30, 2023).
- Waystar, Inc.: electronic and print customer communication services (beginning October 16, 2023).
- PayPal and Braintree by PayPal: merchant service providers.

The description includes only the control objectives and related controls of EMS | MC and excludes the control objectives and related controls of the subservice organizations. The description also indicates that certain control objectives specified by EMS | MC can be achieved only if complementary subservice organization controls assumed in the design of EMS | MC's controls are suitably designed and operating effectively, along with the related controls at EMS | MC. Our examination did not extend to controls of the subservice organizations and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls assumed in the design of EMS | MC's controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

The information included in Section 5, "Other Information Provided by EMS Management & Consultants, Inc.," is presented by management of EMS | MC to provide additional information and is not a part of EMS | MC's description of its Revenue Cycle Management Services System made available to user entities during the period July 1, 2023 to June 30, 2024. Information about EMS | MC's Management Responses To Exceptions has not been subjected to the procedures applied in the examination of the description of the Revenue Cycle Management Services System and of the suitability of the design and operating effectiveness of controls to achieve the related control objectives stated in the description of the Revenue Cycle Management Services System and accordingly, we express no opinion on it.

Service Organization's Responsibilities

In Section 2, EMS | MC has provided an assertion about the fairness of the presentation of the description and suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description. EMS | MC is responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria stated in the assertion, and designing, implementing, and documenting controls that are suitably designed and operating effectively to achieve the related control objectives stated in the description.

Service Auditor's Responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether, in all material respects, based on the criteria in management's assertion, the description is fairly presented and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the description throughout the period July 1, 2023 to June 30, 2024. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of controls involves—

- Performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on the criteria in management's assertion.
- Assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the description.

- Testing the operating effectiveness of those controls that management considers necessary to provide reasonable assurance that the related control objectives stated in the description were achieved.
- Evaluating the overall presentation of the description, suitability of the control objectives stated in the description, and suitability of the criteria specified by the service organization in its assertion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements related to the examination engagement.

Inherent Limitations

The description is prepared to meet the common needs of a broad range of user entities and their auditors who audit and report on user entities' financial statements and may not, therefore, include every aspect of the system that each individual user entity may consider important in its own particular environment. Because of their nature, controls at a service organization may not prevent, or detect and correct, all misstatements in providing revenue cycle management services. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design or operating effectiveness of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become ineffective.

Description Of Tests Of Controls

The specific controls tested and the nature, timing, and results of those tests are listed in Section 4.

Opinion

In our opinion, in all material respects, based on the criteria described in EMS | MC's assertion—

a. The description fairly presents the Revenue Cycle Management Services System that was designed and implemented throughout the period July 1, 2023 to June 30, 2024.

b. The controls related to the control objectives stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period July 1, 2023 to June 30, 2024, and subservice organizations and user entities applied the complementary controls assumed in the design of EMS | MC's controls throughout the period July 1, 2023 to June 30, 2024.

c. The controls operated effectively to provide reasonable assurance that the control objectives stated in the description were achieved throughout the period July 1, 2023 to June 30, 2024 if complementary subservice organization and user entity controls assumed in the design of EMS | MC's controls operated effectively throughout the period July 1, 2023 to June 30, 2024.

Restricted Use

This report, including the description of tests of controls and results thereof in Section 4, is intended solely for the information and use of EMS|MC; user entities of EMS|MC's Revenue Cycle Management Services System during some or all of the period July 1, 2023 to June 30, 2024; and their auditors who audit and report on such user entities' financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when assessing the risks of material misstatement of user entities' financial statements. This report is not intended to be, and should not be, used by anyone other than these specified parties.

RubinBrown LLP

August 30, 2024

EMS | MC

System and Organization Controls (SOC) for Service Organizations SOC 2®Type 2

Report on EMS Management & Consultants, Inc.'s Description of its Revenue Cycle Management Services System and the Suitability of the Design and Operating Effectiveness of Controls Relevant to Security and Confidentiality

For the Period July 1, 2024 to December 31, 2024

INDEPENDENTSERVICEAUDITOR'SREPORTON ASOC 2 EXAMINATION

Independent Service Auditor's Report on EMS Management & Consultants, Inc.'s Description of its Revenue Cycle Management System and the Suitability of the Design and Operating Effectiveness of Controls Relevant to Security and Confidentiality

To: EMS Management & Consultants, Inc.

Scope

We have examined EMS Management & Consultants, Inc. ("EMS | MC" or the "Company") accompanying description of its Recovery Services system titled "EMS Management & Consultants, inc.'s Description of Its Specialized Revenue Cycle Management Services System" throughout the period July 1, 2024 to December 31, 2024 (description) based on the criteria for a description of a service organization's system in DC section 200, 2018 Description Criteria for a Description of a Service Organization's System in a SOC 2® Report (With Revised Implementation Guidance—2022), in AICPADescription Criteria, (description criteria) and the suitability of the design and operating effectiveness of controls stated in the description throughout the period July 1, 2024 to December 31, 2024, to provide reasonable assurance that EMS | MC's service commitments and system requirements were achieved based on the trust services criteria relevant to security and confidentiality (applicable trust services criteria) set forth in TSP section 100, 2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (With Revised Points of Focus—2022), in AICPA Trust Services Criteria.

EMS | MC uses a subservice organization to provide data center hosting services. The description indicates that complementary subservice organization controls that are suitably designed and operating effectively are necessary, along with controls at EMS | MC, to achieve EMS | MC's service commitments and system requirements based on the applicable trust services criteria. The description presents EMS | MC's controls, the applicable trust services criteria, and the types of complementary subservice organization controls assumed in the design of EMS | MC's controls. The description does not disclose the actual controls at the subservice organization. Our examination did not include the services provided by the subservice organization, and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

The description indicates that certain complementary user entity controls that are suitably designed and operating effectively are necessary, along with controls at EMS | MC, to achieve EMS | MC's service commitments and system requirements based on the applicable trust

services criteria. The description presents EMS | MC's controls, the applicable trust services criteria, and the complementary user entity controls assumed in the design of EMS | MC's controls. Our examination did not include such complementary user entity controls and we have not evaluated the suitability of the design or operating effectiveness of such controls.

Service Organization's Responsibilities

EMS | MC is responsible for its service commitments and system requirements and for designing, implementing, and operating effective controls within the system to provide reasonable assurance that EMS | MC's service commitments and system requirements were achieved. EMS | MC has provided the accompanying assertion titled "Assertion of the Management of EMS| MC Technology, LLC"(assertion) about the description and the suitability of design and operating effectiveness of controls stated therein. EMS | MC is also responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion; providing the services covered by the description; selecting the applicable trust services criteria and stating the related controls in the description; and identifying the risks that threaten the achievement of the service organization's service commitments and system requirements.

Service Auditors' Responsibilities

Our responsibility is to express an opinion on the description and on the suitability of design and operating effectiveness of controls stated in the description based on our examination. Our examination was conducted in accordance with attestation standards established by the AICPA.Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is presented in accordance with the description criteria and the controls stated therein were suitably designed and operated effectively to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of the controls involves the following—

- obtaining an understanding of the system and the service organization's service commitments and system requirements.

- assessing the risks that the description is not presented in accordance with the description criteria and that controls were not suitably designed or did not operate effectively.
- performing procedures to obtain evidence about whether the description is fairly presented based on the description criteria.
- performing procedures to obtain evidence about whether controls stated in the description were suitably designed to provide reasonable assurance that the service organization achieved its service commitments and system requirements based on the applicable trust services criteria.
- testing the operating effectiveness of controls stated in the description to provide reasonable assurance that the service organization achieved its service commitments and system requirements based on the applicable trust services criteria.
- evaluating the overall presentation of the description.

Our examination also included performing such other procedures as we considered necessary in the circumstances.

Inherent Limitations

The description is prepared to meet the common needs of a broad range of report users and may not, therefore, include every aspect of the system that individual report users may consider important to meet their informational needs.

There are inherent limitations in any system of internal control, including the possibility of human error and the circumvention of controls.

Because of their nature, controls may not always operate effectively to provide reasonable assurance that the service organization's service commitments and system requirements are achieved based on the applicable trust services criteria. Also, the projection to the future of any conclusions about the suitability of the design or operating effectiveness of controls is subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Description of Tests of Controls

The specific controls we tested and the nature, timing, and results of those tests are listed in Section 4 of this report.

Opinion

In our opinion, in all material respects —

a. the description presents EMS | MC's system that was designed and implemented throughout the period July 1, 2024 to December 31, 2024 in accordance with the description criteria.
b. the controls stated in the description were suitably designed throughout the period July 1, 2024 to December 31, 2024 to provide reasonable assurance that EMS| MC 's service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout that period and if the subservice organization and user entities applied the complementary controls assumed in the design of EMS| MC's controls throughout that period.
c. the controls stated in the description operated effectively throughout the period July 1, 2024 to December 31, 2024 to provide reasonable assurance that that EMS | MC's service commitments and system requirements would be achieved based on the applicable trust services criteria, if complementary subservice organization controls and complementary user entity controls assumed in the design of EMS | MC's controls operated effectively throughout that period.

Restricted Use

This report, including the description of tests of controls and results thereof in Section 4, is intended solely for the information and use of EMS| MC, user entities of EMS| MC's Recovery Services system during some or all of the period July 1, 2024 to December 31, 2024, business partners of EMS | MC subject to risks arising from interactions with the system, practitioners providing services to such user entities and business partners, prospective user entities and business partners, and regulators who have sufficient knowledge and understanding of the following:

- The nature of the service provided by the service organization.
- How the service organization's system interacts with user entities and other parties.
- Internal control and its limitations.
- User entity responsibilities and how they may affect the user entity's ability to effectively use the service organization's services.
- Complementary user entity controls and complementary subservice organization controls and how those controls interact with the controls at the service organization to achieve the service organization's service commitments and system requirements.
- User entity responsibilities and how they may affect the user entity's ability to effectively use the service organization's services.
- The applicable trust services criteria.
- The risks that may threaten the achievement of the applicable trust services criteria and how controls address those risks.

This report is not intended to be, and should not be, used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

Enterprise, Alabama
March 31, 2025

EMS|MC

RFP 25004253 for Ambulance/EMS Debt Collection Services City of Midland Due April 16, 2025 2:00 P.M.

Original

Proposer: George Abatjoglou
Chief Executive Officer
2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
P (781) 710 3602
F (336) 347 9705
george@emsmc.com

EMS|MC

Cover Letter

2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
info@emsmc.com
emsmc.com

EMS|MC

April 14, 2025

City Secretary
City of Midland
Suite 330
300 N. Loraine
Midland, TX 79701
Re: RFP 25004253 – Ambulance/EMS Debt Collection Services

Dear Evaluation Committee,

At EMS Management & Consultants, Inc. (EMS|MC), our mission has always been to support EMS professionals by removing administrative burdens and empowering them to focus on what matters most—delivering lifesaving care. We are pleased to submit our proposal in response to RFP 25004253 for Ambulance/EMS Debt Collection Services and are excited about the opportunity to serve the City of Midland with a high-touch, compliant, and community-sensitive collections approach.

EMS|MC brings nearly 30 years of focused experience in EMS revenue cycle management, serving over 1,500 EMS agencies across the country. Our client base includes a diverse range of municipalities, counties, and fire-based EMS systems—many of whom serve patient populations and call volumes similar to Midland's. In Texas alone, we support dozens of agencies, and our Texas-based team—including your dedicated Customer Success Executive, Morgan Hoffert—ensures we are always close to the communities we serve. Additionally, PWW Advisory Group consultant Matt Zavadsky, a Fort Worth resident and industry thought leader, provides local insight and strategic guidance as part of your extended support team.

We understand that Midland's EMS system plays a vital role in the city's public health and safety framework. With over 18,000 transports annually and a 99% resident patient population, your collections partner must balance financial responsibility with community care. EMS|MC's approach is intentionally human-centered, treating every patient encounter with dignity and every dollar as mission-critical.

We are not just a billing company—we are a committed partner. Our end-to-end revenue cycle solution includes:

- In-house collections with local expertise: All collections are handled by EMS|MC employees, ensuring full quality control, compliance, and alignment with your standards. We maintain a brick-and-mortar presence in Texas with a team dedicated to your account.

- Regulatory confidence: Our compliance program, led by nationally recognized experts, includes HIPAA, SOC 1 & 2 Type II, and PCI-DSS compliance. We also hold a Third-Party Debt Collectors Bond, are members of the American Collectors Association International, and are proud participants in the Texas Ambulance Association.

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- Seamless ESO integration: Our established partnership with ESO and expertise in ESO Billing and Healthcare Connective ensures smooth data access, timely claims follow-up, and complete visibility into account statuses. We also provide a secure web portal for real-time account inquiries and reporting.
- Human-reviewed claims: Every claim undergoes a human review—not just automated processes—to ensure accuracy, maximize reimbursement, and reduce payer denials.

- Monthly reporting and performance transparency: You'll receive timely, clear, and comprehensive reports on aging, collections, and remittances. Our systems are designed to provide Midland with full visibility and accountability.

- Education and partnership: We don't stop at collections. EMS|MC provides annual training, ongoing education, and proactive communication to keep your team ahead of regulatory shifts and industry best practices.

What truly sets EMS|MC apart is our commitment to partnership and performance. We recognize that collections must be handled with care—preserving your reputation and treating your residents with compassion. Our technology, talent, and track record equip us to support your needs today and as your community continues to grow.

Proposal Main Contact: Seth Lowrance | seth.lowrance@emsmc.com | 336.479.5903
Authorized Signer: George Abatjoglou | george@emsmc.com | 781.710.3602

Thank you for the opportunity to earn your trust. We are confident that EMS|MC will deliver value far beyond compliance and collections. We look forward to demonstrating how our team can help the City of Midland strengthen its EMS system through sustainable, ethical, and effective revenue recovery.

Sincerely,

George Abatjoglou
Chief Executive Officer
2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
P: 781.710.3602 F: 336.347.9705
george@emsmc.com

As Chief Executive Officer for EMS|MC, I am authorized to make representations on behalf of EMS Management & Consultants, Inc. Our management fee stated in this proposal is all inclusive and is valid for a period of 120 days from the closing deadline. Further, EMS|MC does not have any ethical conflicts that would interfere with a contractual obligation with the City of Midland.

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EMS|MC

Executive Summary

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EMS|MC

The EMS|MC Story

Founded in 1996 by a Paramedic, EMS Management & Consultants (EMS|MC) has assembled a team of industry-leading experts who are dedicated to maximizing reimbursement, optimizing resources, and driving industry change through regulatory compliance. We deliver unparalleled service designed to bring long-lasting value and a positive impact to your community and citizens, because our team lives and works in the industry.

1996 — EMS|MC established EMS revenue cycle management (by Paramedics)

2000 — PWW started (by Paramedics)

2016 — EMSmart introduced (infusing technology into the billing cycle)

2018 — Crew Analysis introduced (technology to increase crew awareness)

2022 — Andres Medical Billing, LifeQuest, TransMedic, & VAIRKKO acquired

2023 — Combined with PWW|AG, expanding advisory and compliance services

2024+ — EMS|MC PWW|AG VAIRKKO

The EMS|MC story shows consistent growth and innovation over the past 28 years. Through this development, we have always put our clients and their customers first.
We hope to continue raising the bar as partners with the City of Midland!

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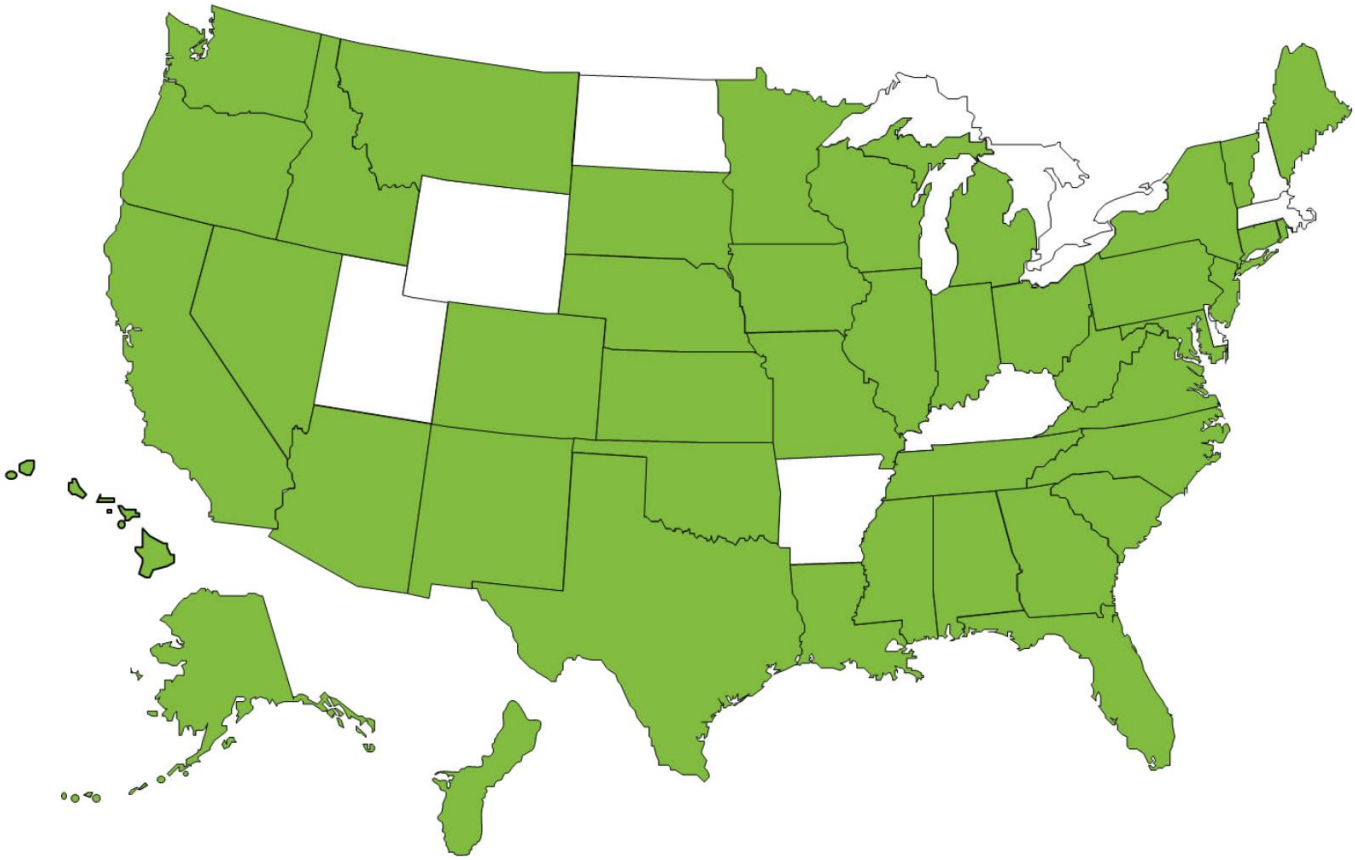
EMS|MC

The EMS|MC Footprint

Headquartered in Winston-Salem, North Carolina, with 5 regional offices, and remote workers nationwide, EMS|MC has a deep understanding of the uniqueness of each community, like yours, across the United States. We process more than 5.5 million claims annually nationwide for public, private, and hospital-based agencies with less than 1,000 trips per year to over 125,000 trips per year.

EMS|MC's National Footprint



EMS|MC

PWW|AG VAIRKO

1,500+ CUSTOMERS NATIONALLY

5.5 MILLION ANNUAL TRANSPORTS

5% YoY INCREASE IN COLLECTIONS

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A Deep Understanding of Texas EMS Landscape

EMS Management & Consultants, Inc. (EMS|MC) has a longstanding and comprehensive understanding of the unique needs and challenges faced by emergency medical services (EMS) providers in Texas.

Proven Experience with Texas EMS Agencies
EMS|MC proudly serves 21 EMS agencies across Texas, including those in major metropolitan areas such as Houston, Tyler, and the Dallas-Fort Worth (DFW) region. Our diverse client base ranges from large urban providers to smaller rural agencies, allowing us to tailor our solutions to meet the specific needs of each community we serve. This hands-on experience equips us with valuable insights into the operational, regulatory, and financial dynamics unique to Texas EMS organizations.

Active Engagement in Texas EMS Associations
We are deeply committed to staying connected with the Texas EMS industry through active participation in key professional associations. EMS|MC is a proud member of the Texas EMS Alliance and the Texas Fire Chiefs Association. Additionally, we actively participate in the annual Texas EMS Conference, staying abreast of industry trends, legislative updates, and best practices that directly impact EMS providers in the state. This involvement ensures that we remain at the forefront of policy changes and industry innovations, enabling us to advocate for and support our clients effectively.

Secure Data Management and Reporting
Data security and regulatory compliance are paramount in EMS revenue cycle management. EMS|MC employs advanced, secure technologies to gather, extract, and transmit data from Texas patient run records. Our systems are designed to ensure the integrity and confidentiality of sensitive information while facilitating efficient billing processes. We also manage the submission of critical reports to external agencies, including the Texas Trauma Registry and the Texas Department of State Health Services, ensuring our clients meet all regulatory reporting requirements with ease.

Texas Collections Expertise
Navigating the complexities of EMS revenue cycle management requires in-depth knowledge of the constantly evolving regulatory environment and payor requirements. EMS|MC has developed a comprehensive system that integrates strict compliance standards, specialized billing expertise, and cutting-edge automation to maximize financial recovery for our clients in Texas. Our proactive approach ensures that Texas EMS agencies can maintain compliance, improve cash flow, and focus on delivering exceptional patient care.

Our commitment to operational excellence and financial performance has consistently delivered measurable results for our Texas clients. By leveraging our expertise and innovative solutions, EMS|MC stands as a trusted partner dedicated to supporting the financial health and operational success of EMS providers throughout Texas.

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EMSmart™, our proprietary intelligent billing platform, provides EMS agencies with unmatched compliant revenue performance.

EMSmart™ is a rules-based processing engine that brings the best of human judgment and automation together to ensure the highest clean claim rate and cash-per-trip results.

EMSmart™ implements smart automation in key spots of the billing process

ICD-10 Coding | Medical Necessity Determination | Level of Service Determination | Priority Determination

EMSight™, our client business intelligence portal, is the City of Midland's bird's-eye view into revenue, reporting, benchmarking and more.

Comprehensive Business Intelligence

Intuitive dashboard

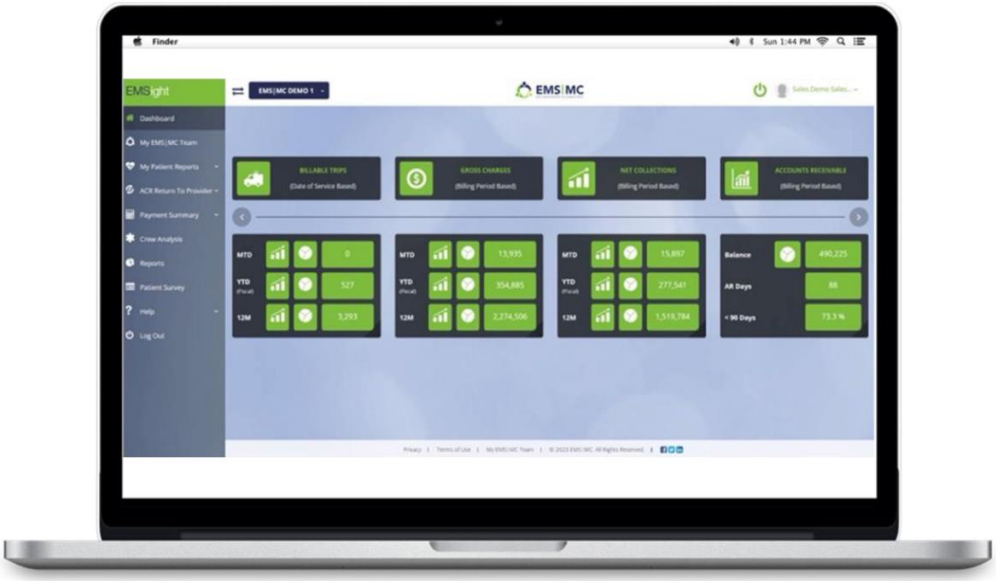
- Transports
- Charges
- Collections
- Accounts Receivable

Tailored User Experience

- Job Function Role Definition

Flexible and Transparent Reporting

- Easy Transport level detail
- Payer Mix
- Run Mix
- Payment Posting
- Payment History



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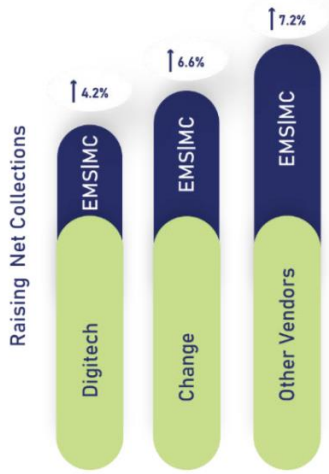
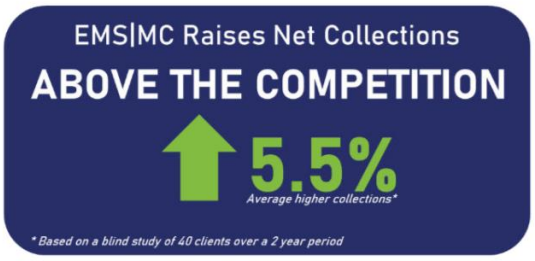
EMS|MC

Reimbursement

EMS|MC is raising the bar, providing the services and technologies that allow first responders to focus on delivering care. Every day we deliver customized, industry-leading Revenue Cycle Management (RCM) solutions powered by our proprietary EMSmart™ billing platform to improve billing efficiency while working to increase your reimbursement. More than 1,500 EMS agencies nationwide trust EMS|MC. Our RCM solutions are proven to raise net collections above the competition.





Collections Maximization

EMS|MC's claims management methodology is a multi-step process built around our processing platform, EMSmart™. This platform delivers the industry's best rule-based process automation while retaining human judgement at the appropriate points in the billing cycle to maximize your reimbursements. EMS|MC is the industry leader in providing HIPAA-compliant revenue cycle management that delivers optimized collections to our clients across the nation.

SCOTLAND COUNTY EMERGENCY MEDICAL SERVICES

We've seen an increase in our collection rate, and we've been able to get new equipment as a result of it, so it's been a good partnership.

- Robert S.
Scotland County EMS

EMSecurePay™ is EMS|MC's high-volume patient credit card payment portal that processes over $5.5 million in patient payments per month. Patients can also setup a payment plan, enter credit card/bank information & pay the invoice. Payments can be made via credit card, ACH, Paypal, or Venmo.

venmo MasterCard PayPal VISA

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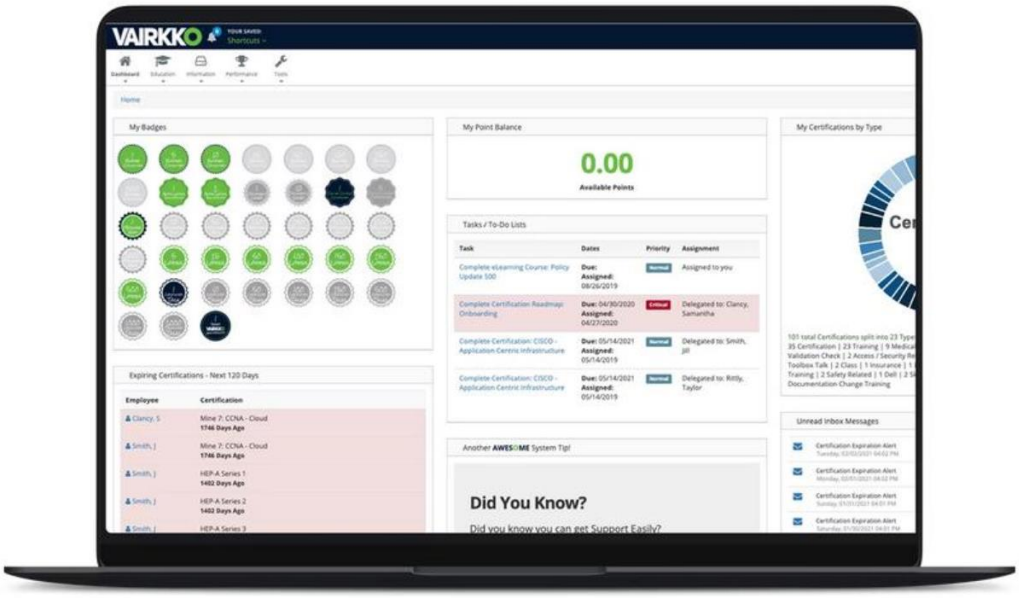
EMS|MC

Resources

We help you manage your most valuable resource: your people. We offer tools and technologies that assist EMS and mobile healthcare organizations with core operational functions, ensuring you are staffed appropriately and with the right credentials.

Through customized resource management solutions, including our EMSmart™ platform and workforce management platform from VAIRKKO, we can provide technology that offers flexibility to manage your operations from scheduling and payroll to fleet and certification management. A VAIRKKO solution can be included in your revenue cycle management contract.

Our HR and LMS (learning management system) solutions help transform business processes and increase staff productivity through a combination of technology and human touch. You can track and manage crews to ensure you are staffed accordingly and offer ways for your team to upskill and enhance their expertise.



Through PWW|AG, our clients gain access to industry-leading, National Academy of Ambulance Compliance (NAAC), accredited education and training on topics affecting the EMS and mobile healthcare industry.

Another valuable resource offered by EMS|MC is Crew Analytics. Through our industry leading technology, we can offer comprehensive and focused training for crew members at every level, ensuring greater depth and understanding across the board, which ultimately increases revenue.

By The Numbers

2.2B	99.8%	1,500	5.5M	99.7%
In revenue collected annually for clients	Compliance in payment delivery	National Clients	Transports	Claim quality levels

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Regulation

PWW|AG

EMS|MC's consulting division, Page, Wolfberg & Wirth Advisory Group (PWW|AG) assesses and drives transformational change, adopting best practices to better serve patients and their communities.

The team brings an unmatched understanding of the industry and its complexities because we've been in it for decades. With the insight and the expertise of our advisory and compliance group, we help you navigate compliance and operational challenges. PWW|AG offers a legacy in EMS and mobile healthcare, delivering a multidisciplinary approach to help tackle the challenges modern emergency and mobile healthcare agencies face today.

Doug Wolfberg -Founder/Partner

Stephen Wirth – Founder/Partner

Ryan Stark – Partner

Kim Stanley – CCAO

Certification

NAAC

NAAC (National Academy of Ambulance Compliance) represents the industry's "Gold Standard of Excellence" in compliance, ethics, and integrity in all facets of ambulance compliance.

NAAC provides premier training and education to ambulance billing, coding and compliance professionals and field providers through its 5 certifications, viewed below.

NAAC provides industry-specific training that gives each Ambulance Biller, Compliance Officer or Privacy Officer, Documentation Specialist or Financial Officer a solid baseline of critical knowledge necessary to become well-informed, conscientious, compliant, and proficient.

EMS|MC's billing and coding staff are NAAC-certified professionals and maintain their competency through annual continuing education requirements. NAAC provides and accredits a wide range of continuing education programs throughout the year, both in classroom and online offerings. EMS|MC complies with all applicable federal, state & local laws & regulations as they apply to the services being provided, including maintaining confidentially for all medical & patient information in accordance with HIPAA.

CAC Certified Ambulance Coder | CADS Certified Ambulance Documentation Specialist | CACO Certified Ambulance Compliance Officer | CAFO Certified Ambulance Financial Officer | CAPO Certified Ambulance Privacy Officer

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EMS|MC

Why EMS|MC?

EMS|MC is the industry leader in providing EMS focused HIPAA-compliant revenue cycle management that delivers optimized collections to our clients in Texas, and across the nation.

From our founding by a paramedic nearly three decades ago, EMS|MC stands apart from the competition by continuing to service small municipalities and rural departments, as well as innovate and grow with our partners in larger cities. EMS|MC might be the nation's premier EMS billing provider, but we have not lost touch with our roots and the personal approach we started with back in 1996.

Cabarrus County EMS

When I think EMS|MC, I think reliability, and patient-centered, customer-centered service.

- Alan T.
Cabarrus County EMS

EMS|MC realizes the importance of the City of Midland's mission to compassionately provide critical medical care to your patients. Our described solution details how we provide accountable and intuitive customer service, transparent and accessible tools and technology, and a dedicated approach focused on opportunities so you can stay committed to your mission and serve your community.

MIDLAND FIRE DEPT. EST. 1909 COMPASSIONATE-CARE PROFESSIONAL-SERVICE TRAINING AND EDUCATION

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Qualifications

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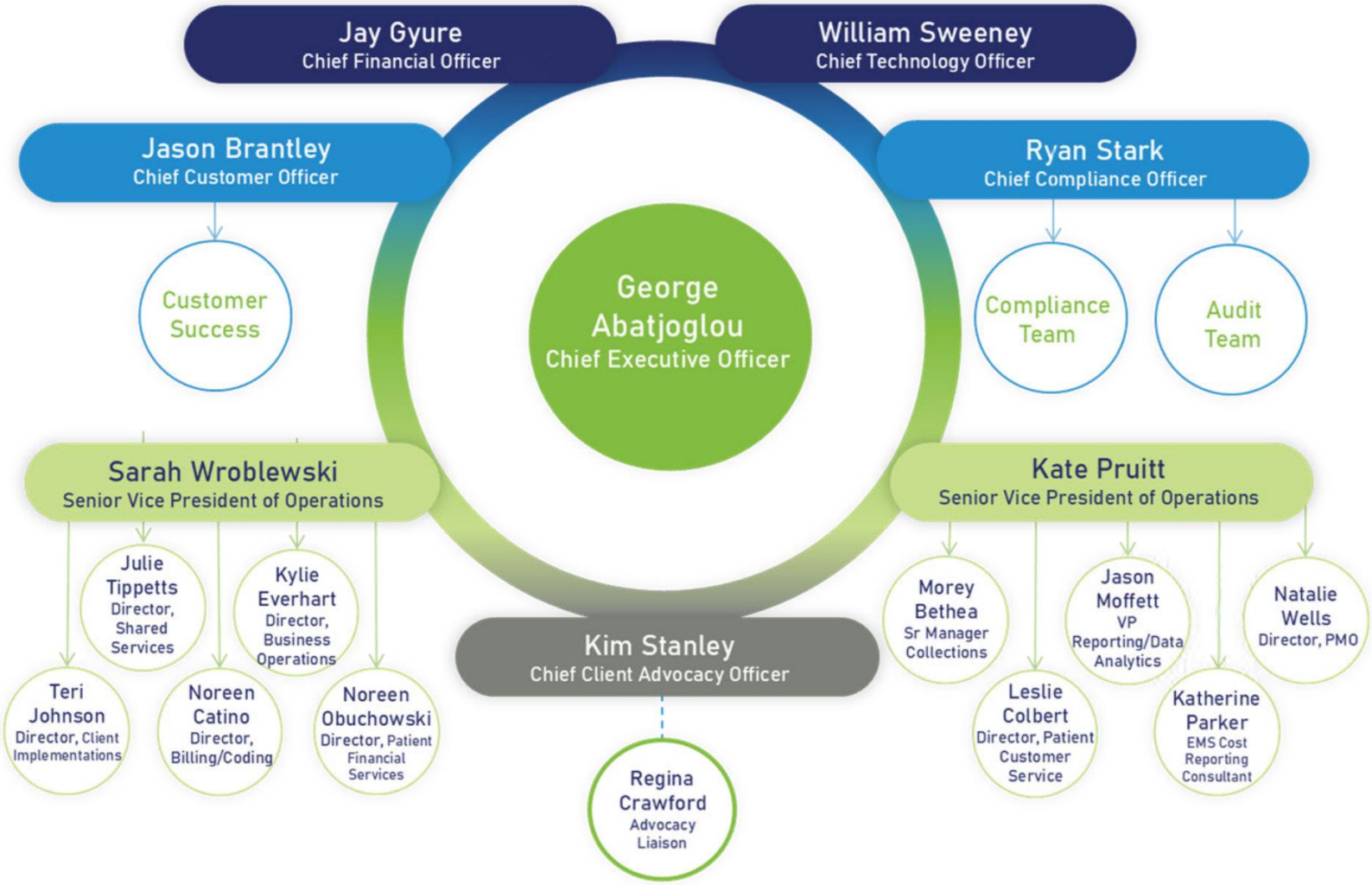
Qualifications of EMS|MC Personnel

EMS|MC has over 750 team members on staff spanning our six office locations. The Winston-Salem office headquarters location will be the primary servicing office for this contract. At least 15 full-time equivalent resources from our headquarters in North Carolina would be focused on core areas for the City of Midland such as billing, dedicated support from your Customer Success Executive, account follow-up, and other functions.

Organizational Structure



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EMS|MC

The City of Midland's Team

EMS|MC maintains a personal, client-focused approach, organizing our infrastructure so that the City of Midland has a dedicated Customer Success Executive throughout the life of the partnership as well as a Project Manager to lead the onboarding process. All current employees have been vetted through E-Verify and are monitored against the OIG Exclusion Database monthly.

We have designed our Revenue Cycle Management program to be scalable & manage our staff-to-claim ratio to ensure that we are adequately staffed to handle the increases in volume to meet the KPIs set by the City of Midland & EMS|MC during the deployment phase.

EMS|MC believes separation of operations achieves optimal results as it allows our robust teams to apply their specialization to our client's key value drivers.

The City of Midland's Customer Success Executive (CSE)

Morgan Hoffert | Morgan.Hoffert@emsbilling.com | 336.290.7056

Morgan ensures optimal performance, offers industry best practices & consults on compliance for her clients. She works closely with all the departments within EMS|MC to help the City of Midland maximize revenue recovery & ensure they have all the necessary documentation & resources for daily, weekly & monthly reconciliation.

Morgan joined EMS|MC in 2021 and has over 4 years of combined experience and education within the ambulance billing field.

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The City of Midland's Deployment Manager (DM)

Sandy Laganowski | sandy.laganowski@emsmc.com | 336.397.3700

Sandy is responsible for achieving critical milestones throughout the EMStart onboarding process & will ensure that all tasks are met prior to go-live for the City of Midland. Your Deployment Manager will pair an encompassing project oversight with intentional internal conversation.

- Education: Lakeland University
  - Master's in Project Management

Credentialing Team

EMS|MC's Credentialing Team ensures the filing of required forms to obtain NPIs, Medicare, state Medicaid, provider enrollment applications, on-going revalidations, as well as any other licensure needs of the City of Midland.

Customer Success Representative

You will rely on your Customer Success Representative on a day-to-day basis, to handle any questions or concerns that may arise.

Director of Customer Success

You will have access to our staff, organization wide, including our Director of Customer Success who is well experienced in the industry and capable of addressing client needs.

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EMS|MC

EMS|MC Leadership

In addition to a dedicated account management team, the City of Midland will have complete access to our CEO, Chief Client Advocacy Officer, Chief Compliance Officer, and/or any other executive.

George Abatjoglou, Chief Executive Officer
george@emsmc.com | 781.710.3602

George joined EMS|MC in January of 2023, bringing more than 20 years of healthcare experience to the team. Prior to joining EMS|MC, George held the role of CEO at Kemberton Healthcare Services, IOD Incorporated and eWebHealth, bringing success and growth to each by leveraging his financial and operational leadership skills.

- Education: Miami University
- Experience: 20+ Years in Healthcare

Kim Stanley, CACO - Chief Client Advocacy Officer
kim.stanley@emsmc.com | 336.714.9091

Kim Stanley was employed with Medicare as the EMS Liaison for more than a decade. Working in conjunction with CMS & various State committees, Kim developed key reimbursement policies at both the carrier & federal levels. Kim has been with EMS|MC since 2003 & serves as the Chief Client Advocacy Officer.

- Experience: 20+ Years in Healthcare
- State and National Advocacy reimbursement committee's contractor advisory groups
- Nationally Recognized Expert on Billing/Compliance/Medicare
- CAC Certified

Ryan Stark - Chief Compliance Officer
ryan@emsmc.com | 717.691.0100

Ryan Stark is a Managing Partner with Page, Wolfberg & Wirth, and counsels clients on labor relations, privacy, security, reimbursement, and other compliance matters affecting the ambulance industry. Ryan developed and is the primary instructor for the nation's first and only HIPAA certification for the ambulance industry - the Certified Ambulance Privacy Officer. He co-authored PWW's widely used Ambulance Service Guide to HIPAA Compliance.

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Jason Brantley, Chief Customer Officer
jason.brantley@emsmc.com | 205.410.4345

With over two decades of experience in technology-enabled healthcare services, Jason Brantley is a seasoned leader known for his laser-like focus on delighting customers, ensuring optimized operations and better outcomes. As the Chief Customer Officer at EMS|MC, Jason oversees every facet of the customer journey, from strategic planning, sales & marketing, and customer success.

- Education: Auburn University
- Experience: 20+ Years in Healthcare
  - Technology, Sales, and Marketing

Jay Gyure, Chief Financial Officer
jay.gyure@emsmc.com | 336.575.7079

Jay joined EMS|MC in July 2017, bringing more than 25 years of financial management, project management & public accounting experience. Prior to joining EMS|MC, Jay was the Corporate Controller at Remington Outdoor Company where he was responsible for the company's accounting & specialized in the financial operations integration of over a dozen mergers & acquisitions. Prior to his tenure at Remington, Jay spent 4 years at Avery Dennison Corporation where he had various roles including Division Controller & Project Manager for an ERP systems implementation across the country.

- Education: Indiana University
- Experience: 25+ Years in Financial/Project Management, & Public Accounting
  - International integrations and acquisitions
- CPA License

William (Bill) Sweeney, Chief Technology Officer
bill.sweeney@emsmc.com | 336.701.1311

William is a seasoned leader in the technology-enabled healthcare services space. As a CTO, CIO and CISO he incorporates tried and true industry solutions, leading-edge cloud infrastructure and innovative software to create platforms and modules that drive up productivity within an envelope of security and reliability. As CTO of EMS|MC, Bill's mission is to lead the development and expansion of the EMSolutions Platform as the most compelling and impactful EMS platform in the nation.

- Education: University of Massachusetts at Amherst
- Experience: 25+ Years in Healthcare Technology
- Cisco and Microsoft Certified

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Kate Pruitt, Senior Vice President of Operations
kate.pruitt@emsmc.com | 336.245.6036

As SVP, Kate oversees process efficiencies, organizational structure, call center methodology & operations management. In addition, Kate's strong leadership provides our clients with strategic oversight to onboarding & account management. She joined EMS|MC in 2005 as Operations Manager for the West Point, GA, office, formerly Ambulance Billing Consultants, Inc. Prior to EMS|MC, she served for 10 years as Director of Operations & Finance for InView, a subsidiary of InterCall, a telecommunications corporation. Kate holds her CAC certification from the NAAC & is a graduate of Troy University with a Bachelor of Science in Accounting.

- Education: Troy University
- Experience: 20+ Years in Operations & Finance
- CAC Certified

Sarah Wroblewski, Senior Vice President of Operations
sarah.wroblewski@emsmc.com | 847.791.0658

Sarah was raised with strong family ties to the fire industry and started her passion for EMS at a young age. She has spent over 25 years in revenue cycle management in various roles developing a customer-centric approach to operations. Sarah spent the last 20 years as Chief Operating Officer at Andres Medical Billing out of Illinois. In 2023, she assumed the position at EMS|MC as Senior VP of Operations focused on the Midwest Region. Sarah oversees daily operations and implementation of new clients and prioritizes efficiency.

- Experience: 25+ Years in Fire/EMS Industry
  - Midwest Experience
  - First Class Customer Service

Regina Godette-Crawford, Advocacy Liaison
regina.crawford@emsmc.com | 336.397.3747

Regina joined EMS|MC in January 2016 bringing over 33 years of experience in EMS regulatory oversight & administration. Regina worked for the Office of EMS for over 22 years before retiring. She held position of Regional Specialist, which included inspections, regional exams & technical assistance to EMS providers; Regina served as an advocate for EMS providers in the state General Assembly and is a member of the Biden/Harris Ground Ambulance Patient Billing Senate Committee.

- Education: East Carolina University
  - University of North Carolina at Greensboro
- Experience: 30+ Years in EMS Industry
- National Voice in EMS Advocacy

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EMS|MC

References

EMS|MC has nearly three decades of experience helping EMS systems navigate complex business needs related to EMS billing, revenue & growth, all the while maintaining focus on the importance of the communities they serve. EMS|MC serves communities across the United States, processing more than 5.5 million claims annually. Our response to the City of Midland throughout includes detailed information about our capabilities & experience; however, we feel it is best to hear it directly from our client partners – our references.

Colorado County EMS
Michael Furrh
979-732-2188
michael.furrh@co.colorado.tx.us

Waller County EMS
Rhonda Becvar
979-826-6063
rhonda.becvar@wallercountyems.com

City of Killeen
James Schambers
254-501-7696
jschambers@killeentexas.gov

Copperas Cove
Gary Young
252-547-2514
gyoung@copperascovetx.gov

Williamson County EMS
Beth Jones
512-943-1273
bjones@wilco.org

Gonzales County ESD 1
Eddie Calendar
830-672-4949
executive.director@gonzalescoesd1.org

City of North Richland Hills
David Rainwater
817.427.6978
drainwater@nrhfd.com

Washington County EMS
Kevin Deramus
979-277-6267
kderamus@washingtoncountytx.gov

City of Idaho Falls
Jon Perry
208.612.8495
jperry@idahofalls.gov

City of League City
Nicole Smith
281.554.1207
nicole.smith@leaguecity.com

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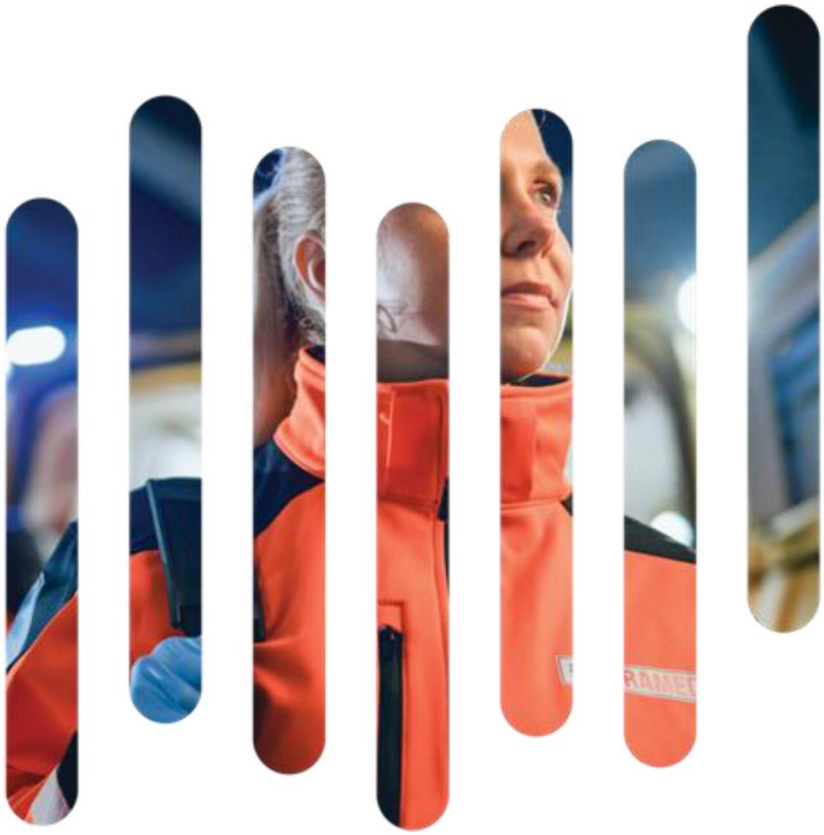

Scope of Work

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EMS|MC will meet & exceed the needs of the City of Midland. EMS|MC offers a customized "best practice" approach to each client at an all-inclusive rate. Our emphasis on technology & applications, based on client needs, helps us deliver the highest quality of service and performance so that your team can compassionately provide critical medical care to your community.

Scope of Work	Description	EMS|MC Complies
4.1	The chosen contractor must have the ability to electronically submit claims to Medicaid, Medicare and third-party payers. This includes expertise in unique coding and claims processes utilized by the medical insurance industry	Yes
4.2	Personnel devoted to this collection effort shall be competent, qualified, experienced, and local to Texas to assure a vigorous collection effort with a substantial likelihood of success. Personnel profiles or resumes shall be submitted.	Yes
4.3	The successful proposing firm will be a member of American Collectors Association International.	Yes
4.4	The successful proposing firm will be a member of the Texas Ambulance Association.	Yes
4.5	See agreement for insurance requirements	Yes
4.6	During the term of the contract, the successful proposing firm shall maintain a Third-Party Debt Collectors Bond in the amount of $10,000.00.	Yes
4.7	The successful proposing firm shall respond to all requests and inquiries, either written or verbal in a courteous and timely manner, not to exceed five (5) business days.	Yes
4.8	The contract firm shall have a point of contact representative for account management located in Texas to facilitate the operations with the City of Midland on a personal basis. Must possess a brick and mortar in Texas with a bonified physical address not PO Box.	Yes
4.9	The successful proposing firm shall provide City of Midland with monthly aging reports reflecting the status of all accounts that are currently active and the contractor's collection results.	Yes
4.10	Given reasonable notification, the Contractor agrees to allow free and open inspection by City of Midland or its designee of Contractor's equipment and records for, the purpose of ensuring continuing compliance with the terms of the Agreement and all applicable laws, rules and regulations.	Yes
4.11	Fees shall be proposed as percentages of actual collections. Fees shall be expressed as percentage of actual collections. Midland desires awarded bidder to	Yes

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	deduct fee prior to remittance. Remittance shall occur monthly and shall be accompanied by detailed reporting documenting the amounts paid.	
4.12	The contracted firm must be able to gain access to and must have a documented, long-term relationship with ESO billing software and ESO Healthcare Connective Solution website.	Yes
4.13	The contracted firm shall have an online web portal for the City of Midland to run reports and complete patient inquiries.	Yes
4.14	All claim information must undergo human review (not solely computer-based) prior to submission and during any follow-up or appeals.	Yes
4.15	The contracted firm should help in establishing payor relationships.	Yes
4.16	The contracted firm shall provide annual client training to keep the City of Midland informed about regulatory changes and evolving industry best practices.	Yes
4.17	The contracted firm must provide in-house fire billing and shall not rely on third-party subcontractors.	Yes
4.18	The contracted firm agrees that the scope of work does not include legal services of any kind.	Yes

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EMS|MC

Implementation

Day 0 -7

Initiation

- Kick – Off Meeting
- New Customer Questionnaire
- New Customer Checklist
- Project Plan Review
- Communication Plan Finalized

Day 8 - 14

Analysis

- Customer Questionnaire Review
- Customer Documentation Review

Day 15-40

Configuration

- ePCR Access & Configuration
- IT Systems Setup
- Billing System Setup
- Payor Enrollment
- Customer Specifications
- Deposit Method
- Collections, DSO, Wage Garnishment, Reconciliation and Reporting

Day 41-59

Testing & Training

- EMScholar
- ePCR Import Test
- Internal Customer Specification Training

Day 60

Go-Live

- KPI and Metric Assurance

Day 121+

Sustainability

- Post Go-Live Handoff to Customer Success
- Ongoing Support & Training
- Business Reviews Monthly
- Onsite Quarterly
- EMScholar Support

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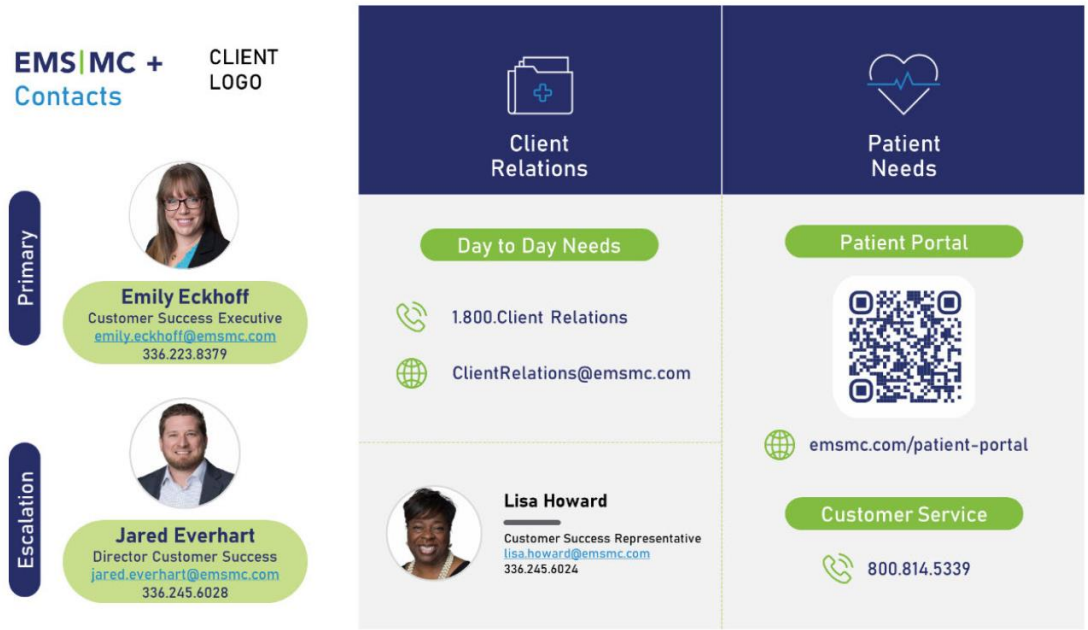
EMS|MC

Onboarding Process

EMStart is EMS|MC's methodical and meticulous deployment process. EMS|MC agrees to all items outlined in the Scope of Work & can guarantee the City of Midland a smooth 45–60-day onboarding process. EMStart is a proactive, collaborative process driven by critical deployment milestones that we accomplish together with our clients. We track the progress & successful completion of each milestone on a 300+ line project plan that is tailored to your agency.

EMS|MC ensures the City of Midland that the Implementation Process will be initiated on the day of contract execution. During the onboarding process the City of Midland will be given a communication guideline on their EMS|MC Team. A sample client contact card is provided below.



Deadlines are carefully established for each deployment task, so we meet our target completion dates for each milestone & commence billing on the go-live date jointly agreed upon with your agency. Your dedicated EMStart team closely monitors the implementation timeline & project plan providing ongoing visibility & critical milestone status updates to your agency.

The EMS|MC onboarding process begins promptly after the contract & BAA are fully executed. EMS|MC conducts a full internal training to all employees assigned to the City of Midland's account before the go-live date.

> You guys helped us make this as seamless as possible, and we could not have asked for a better lead-up to this transition. We look forward to many years of a great partnership.
>
> - Derek J.
> Gilbert Fire and Rescue Department

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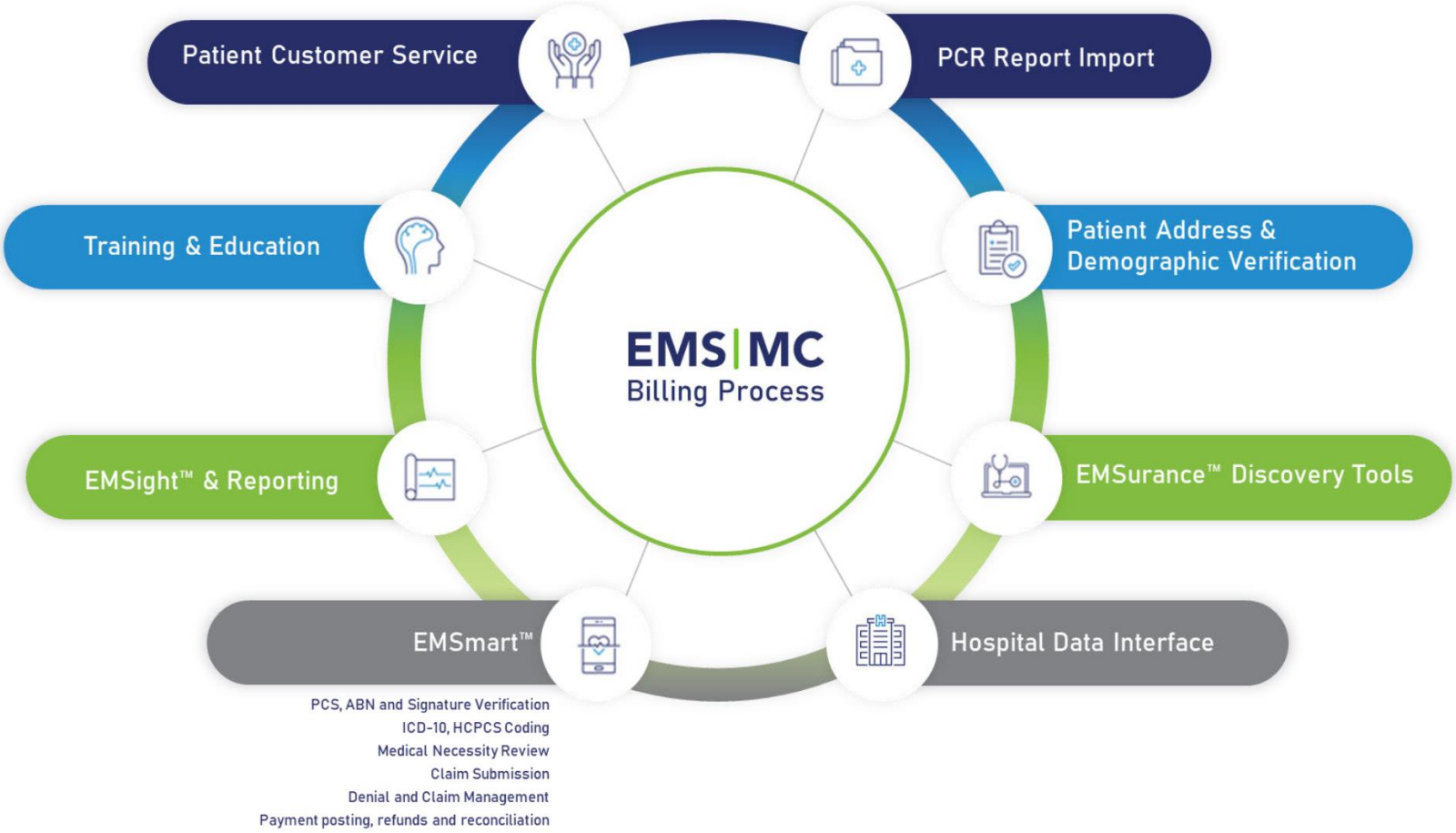
EMS|MC

How We Bill

EMS|MC knows billing. We have developed a multi-step claims management process with a focus on automation that minimizes human "touch points" & increases approved claims. We have teams in every category of the billing process providing diligence around persistent follow-up, ensuring separation of operations.



The above EMS|MC graphic depicts a condensed breakdown of our process. The following pages will provide detail on each step - PCR Report Import, Patient Address & Demographic Verification, EMSurance Discovery Tools, Hospital Data Interface, EMSmart, EMSight & Reporting, Training & Education, and Patient Customer Service – ensuring compliant & successful billing for the City of Midland.

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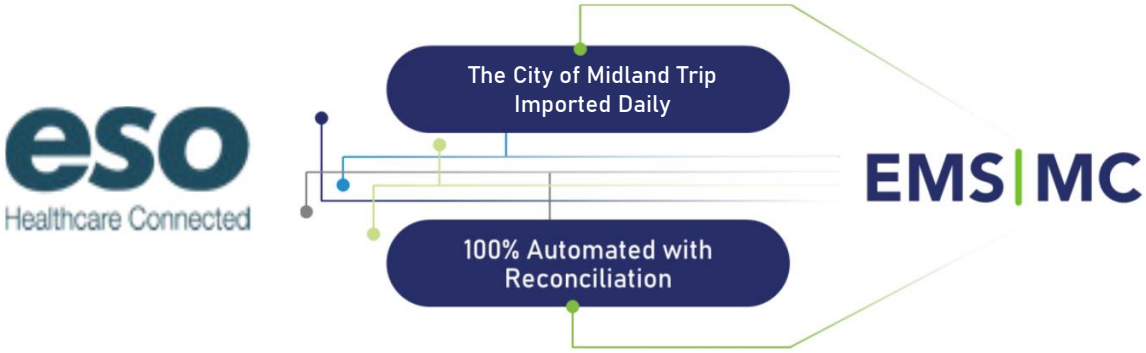
PCR Report Import

The claims coding & billing process for all payors begins with the import of PCRs. The patient narrative is a critical element in determining coding decisions & is imported into the EMS|MC billing system where a billing specialist will review & make coding decisions based on the information contained in the PCR.

ePCR Partnerships

EMS|MC's established ePCR vendor partnerships utilize automation designed to provide minimal manual intervention by both clients & the EMS|MC team – thus reducing the opportunities for human error & denied claims. the City of Midland is guaranteed efficient & accountable imports of the electronic Patient Care Records (PCR), & EMS|MC will provide an Import Confirmation Report (ICR).

EMS|MC & the ePCR Partnerships ensure reconciliation for the City of Midland. EMS|MC's data management team has a proven track record of success for each of our clients, ensuring that our data transmission process is consistent and stable. EMS|MC currently has over 480 active clients utilizing ESO and is processing over 2.3M claims annually.



EMS|MC Imports over 5.5 Million Transports Annually

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Patient Address & Demographic Verification

Once imported, our certified coders then review the entire patient record, and educated decisions are made regarding the appropriate ICD-10 code to apply, based on knowledge of regulations & payor-specific guidelines. At EMS|MC, we maintain that it is in the best interest of our clients that our team carefully reviews each claim, never relying solely on technology to make key coding decisions.

Upon completion, all claims are processed through our automated quality check. This audit process uses logic to identify potential errors that could lead to denials/rejections, correcting them accordingly before the claim is submitted to the appropriate payor. EMS|MC's management of call reports that lack sufficient information begins during the initial billing process. EMS|MC staff reviews each portion of the transport, including all attachments & narratives, to determine whether any information required for billing is missing. Below is a list of the most common missing information on call reports:

Most Common Missing Information on Call Reports

- Missing Pick-up/Drop-off Location & Missing Patient Demographic Information
- EKG Interpretations
- Non-covered transports with a destination of scene
- Unspecified Chief Complaint/Condition for Transport
- Poorly Documented or Unclear Medical Necessity
- Missing or Non-Compliant PCS Form/Signature AuthorizationForms

If the report is found to have insufficient information, the transport is placed on a dedicated schedule called the "ACR Return to Provider."

Trips on this schedule are made available for the City of Midland's immediate & actionable feedback, via the EMSight™ business intelligence web portal. The ACR Return to Provider (ACR-RTP) process allows the City of Midland to provide the missing information needed to initiate the billing process & allows EMS|MC to track & monitor the status of transports that have been returned.

EMS|MC will provide the City of Midland with a daily e-mail developed to alert you of any transport that has been placed on the ACR-RTP schedule the day before. This simple, yet effective, method of alerting you about specific transport issues allows you to quickly resolve the issues, keeping these transports moving through the billing process.

EMS|MC's average time to file a claim is *48 Hours*

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EMS|MC understands obtaining a valid signature at the time of service is not always possible. If signatures are not acquired at the time of service, EMS|MC offers EMSign, a signature wizard, whereby authorized parties can submit a digital signature online.

This feature helps keep transports off the ACR-RTP & moving through the EMS | MC billing process. We utilize mailed letters to obtain missing signatures, providing various opportunity for the missing information to be obtained.

Upon receiving the requested information, and in compliance with insurance program, our interactive feedback loop ensures that every billable transport is processed and sent to the appropriate payor.

Because of the timely filing period required of most payors, follow up procedures are critical and are a top priority for EMS|MC.

Once the claim has passed through the patient verification, insurance eligibility, and/or the ACR-RTP billing schedules, EMS|MC processes the claim within 48 hours of receipt. This is done only after the run report is imported, confirmed, reviewed for completeness, data entry is completed, & quality assurance performed. Many companies focus on how quickly they can get a claim submitted; however, experience has taught us that by spending extra time on the front end, we can greatly increase the success rate in getting the claim paid in the first submission.

Our billing system is schedule-driven to ensure accountability for each claim & prevent loss. Schedules are a vital part of the City of Midland's setup & software configuration process & dictate the internal workflow & follow-up activity required on each claim at very specific time intervals. Claims that are ready to be billed are placed on a schedule according to primary payor. As an example, a Medicare claim typically pays in 14-17 days. If we do not receive payment in 21 days, a follow-up process begins as follows:

- Our schedule-driven system will flag this claim if a payment is not received within the expected time period
- The billing system generates a daily workflow schedule of claims that are not paid or denied, according to the designated initial schedule
- Follow up calls & claim status research will begin immediately

We utilize electronic claim submission in every case possible. Medicare, Medicaid & most commercial insurance carriers accept electronic claims. The faster claims are batched & submitted to payors, the faster they will be paid to the provider.

The result is maximized cash flow and accuracy in claims. EMS|MC maintains a high clean claim percentage by ensuring every claim is verified using a proprietary automated quality validation system. This validation system uses complex logic that can identify many potential errors that could lead to claim rejections or denials, allowing EMS|MC to make corrections &/or conduct follow-ups where applicable.

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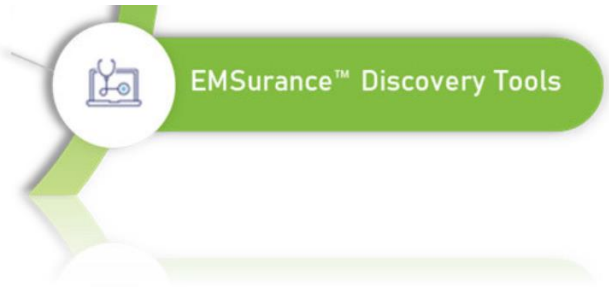
EMS|MC

EMSurance Discovery Tools

EMS|MC understands the City of Midland's medics may not always be able to obtain insurance information at the time of service. Appropriately, we have chosen to invest heavily in insurance discovery. EMSurance, our proprietary insurance discovery tool, paired with our soft collections approach, allows EMS|MC to increase compliant collections for our partners. EMSurance automation successfully collects patient information by aggregating multiple channels into one process & does significantly well at moving patients out of self-pay accounts & into one of the insurance categories.



The City of Midland is provided with an outbound Customer Success Executive for insurance discovery. Should our databases prove unable to locate missing or incomplete information, EMS|MC will take appropriate next steps. Provided there is a valid phone number, our Customer Success team reaches out to the patient to further attempt to collect insurance information. Experience has taught us the timing of outbound calls, coupled with asking questions about insurance & address information, delivers faster results & a higher possibility of collection on claims.

Most callers are unaware of their coordination of benefits - EMS|MC Customer Success representatives always do their due diligence to obtain as much information as possible from the caller to ensure the correct insurance is being filed along with the correct patient's name &/or subscriber information. Every touch made on an account is documented through automation, producing a trail for our team to follow.

In addition, we document patient notes to include the conversation & concluding next steps of the inquiry. This history creates a unified understanding amid team members working together toward each patient's account resolution. The history of a trip tells our team the following:

History of a Trip

- When the trip was imported into EMSmart
- When a claim was filed - which can be used to prove timely filing
- When information was provided by the patient -may indicate a patient submitted information late
- When a payor or schedule was changed, what they were changed to & by who
- When & how a claim was sent out
- Credits & denials posted
- When an invoice has been sent out
- When an account has been mass moved to collections

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EMS|MC utilizes several resources/eligibility databases to find missing & incomplete insurance information.

EMSurance, one of our innovative billing technologies, provides an automated process to collect patient information by aggregating multiple channels into one process.

- Internal Search Engine – EMS|MC runs all new patients across our existing patient & client database to see if the patient is already in the system
- Hospital Data Connections
- Outgoing Telephone Calls – If necessary, our staff will place outgoing courtesy calls to the patient for the purposes of obtaining insurance information
- Request for Insurance Statement – EMS|MC mails a "Request for Insurance Statement" to the responsible party. Patient addresses are verified against the National Change of Address (NCOA) database to obtain current address information & reduce returned mail

Denied or Returned Claims

Denied or returned claims requesting additional information are assigned "reason codes" to track trends on specific payors & to provide internal auditing. As a result, we can easily provide analytical feedback to our staff & the City of Midland on field documentation &/or payor-specific approvalrequirements. Denial reports are routinely reviewed by the billing Operations Manager for payor/denial trends & potential coding issues.

If a claim is denied or rejected, EMS|MC has an appeal process in place for each claim to be reviewed by a Revenue Cycle Specialist to determine the root cause for denial or rejection, correct the claim, if possible, & then resubmit to the appropriate payor. EMS|MC stands behind our coding decisions, &, if necessary, will defend them all the way up to the ALJ level. This EMS|MC process has proven to increase revenue. Exhaustive measures are taken to ensure monies are not left uncollected & unnecessarily written off to bad debt.

Account follow-up is conducted for all denied claims, or those claims with an open balance status beyond the normal time frame in which insurers are required to process claims. Our billing system automatically flags these accounts based on the specific payor & age of the account so timely account research may be conducted.

This reporting allows our team to stay informed & make the necessary adjustments to our processes to avoid duplication and maintain exceptional collection performance.

Once a claim is researched & is fully determined to be non-covered, an invoice is submitted directly to the patient in accordance with collections specifications/procedures. The patient will also receive a denial letter with an explanation of benefits directly from their insurance carrier.

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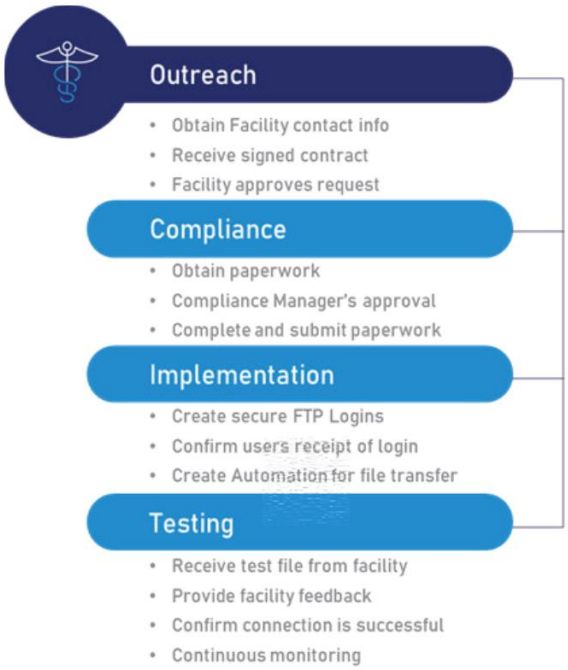
EMS|MC

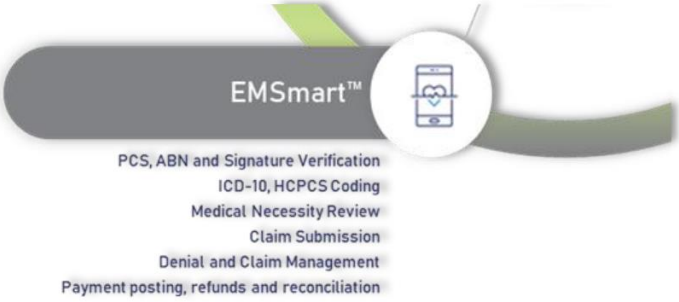
Hospital Data Interface

Working with the City of Midland, EMS|MC will be able to build trust with facilities to establish and maintain the proper data channels. The result is improved billing success & maximized revenue.



To the left is a flow chart describing how we connect to hospitals. All connections lead to our hospital data warehouse. A daily process compares the data with our billing system &, using a proprietary matching algorithm, moves the matching data into a workflow that is processed daily.

EMSmart™



EMSmart™ is EMS|MC's proprietary intelligent billing/workflow platform. It is a rules-based processing engine that allows EMS|MC to analyze multiple ePCR data points to aid in the determination of claim level of service & priority.

EMSmart™ brings the best of human judgement & automation together to ensure the highest clean-claim rate & cash-per-trip results in the industry. Once a claim is imported into EMSmart™, a rules-based engine completes automated assessment of the claim & then a Billing Specialist reviews 100% of imported claims to accuracy. After the review, the claim then moves to the appropriate workflow.

From there, Billing Specialists update patient demographic information & insurance as necessary, coding suggestions are reviewed, & then all trips are reviewed for signatures. EMSmart™ is the backbone of our billing process. During the EMStart onboarding process we create a client specification document that is based on your responses to our detailed questionnaire, and then we input your rules into our pre-processor.

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EMS|MC

EMSight™

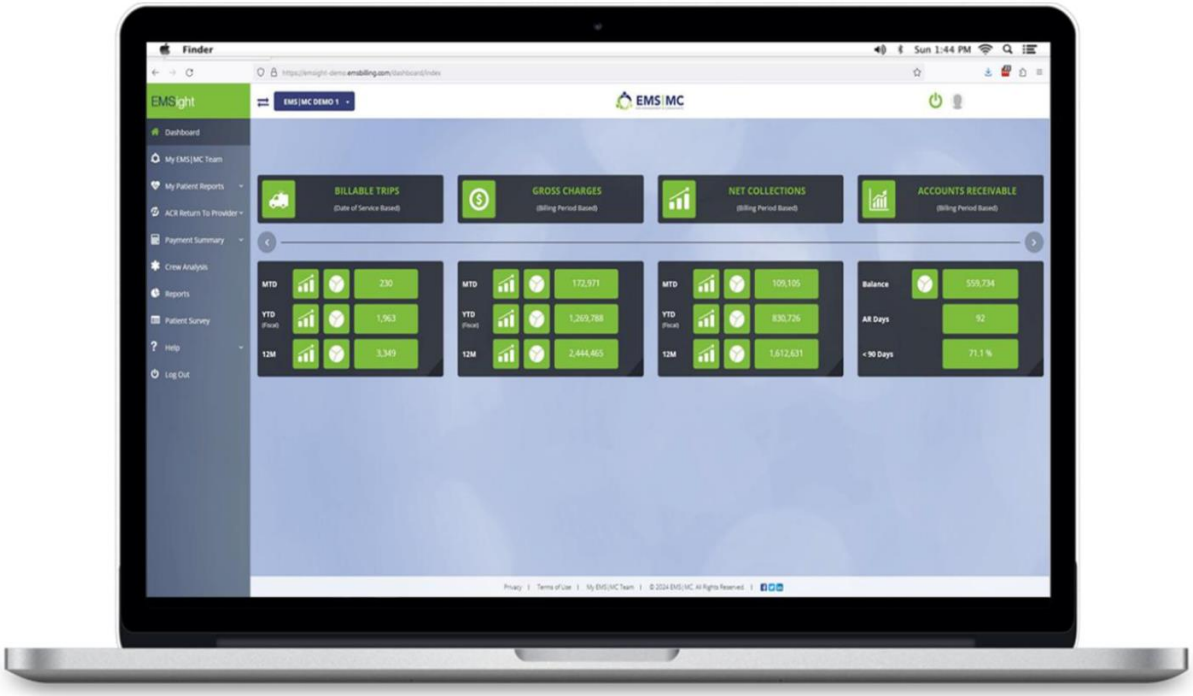
EMSight™ & Reporting

EMSight™ & Reporting

EMSight™ is EMS|MC's secure online business intelligence dashboard & reporting solution with real-time patient search functionality, collaboration/workflow tools, & robust payment posting module. EMSight™ offers daily, weekly & monthly reports with detailed accounting of billing & collections, including both summary & detail-level data in an easy-to-interpret format. EMSight™ was built around client feedback & was made to make your life easier. As an attentive partner, we attest to being dedicated to continuous process improvement & transparency for our client partners.

The City of Midland's designated personnel will have their own login ID & password for our secure client online portal website. Individual access is granted to a particular feature/portal and is based on the City of Midland's preferences and job function. There is no limit on the number of licenses or client employees accessing EMSight™. After logging in to the portal, clients are presented with a detailed dashboard divided into four subject areas:

Billable Trips, Gross Charges, Net Collections, & Account Receivables. Each icon or number displayed on the dashboard is drillable (can be selected for additional details) & will promptly display second or third level reports. Reports can be filtered by various criteria & exported to an Excel or PDF format.



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EMS|MC

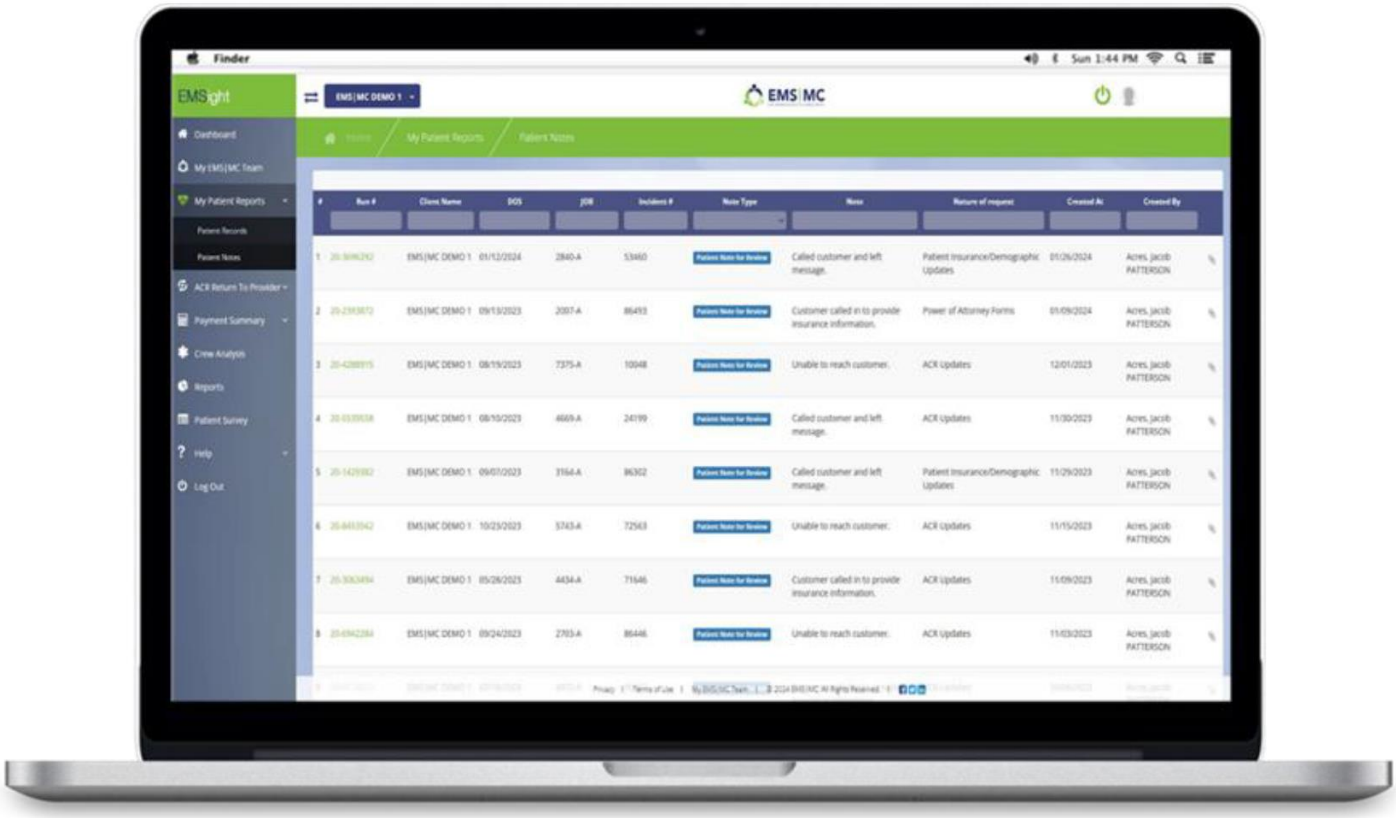
Reports

EMS|MC knows that business happens during non-traditional business hours, and we built EMSight™ for real-time availability. Beyond the standard EMS|MC month-end reporting package that the City of Midland will receive, EMSight™ provides reliable ad-hoc reporting that will help keep your billing data readily available 24 hours a day, 7 days a week.

This includes but is not limited to:

- Account Analysis By Month and Payor By Trip Date
- Account Analysis By Month By Trip Date
- Aging Report By Current Payor (Aging Date Based)
- Charge Detail Report (Post Date)
- Charge Detail Report (Trip Date)
- Charge Type Detail Report (Post Date)
- Charge Type Detail Report (Trip Date)
- Client Demographics – Mileage
- Client Import Report
- Credit As Type Summary Report (Deposit Date)
- Credit As Type Summary Report (Post Date)
- Credit As Type Summary Report (Trip Date)
- Payment Credit By Payor (Deposit Date)
- Payment Credit By Payor (Post Date)
- Payor Mix By Gross Charges by Trip Date
- Trip Detail By Primary Payor

EMS|MC realizes that unique reports often need to be created to offer invaluable organizational insight. EMS|MC has consistently been able to develop & provide these reports at no additional cost. Ad-Hoc reporting requests will be reviewed with your Customer Success Executive & our Project Management/IT teams to determine & develop the most effective reports.



There is no additional charge for customized reporting.

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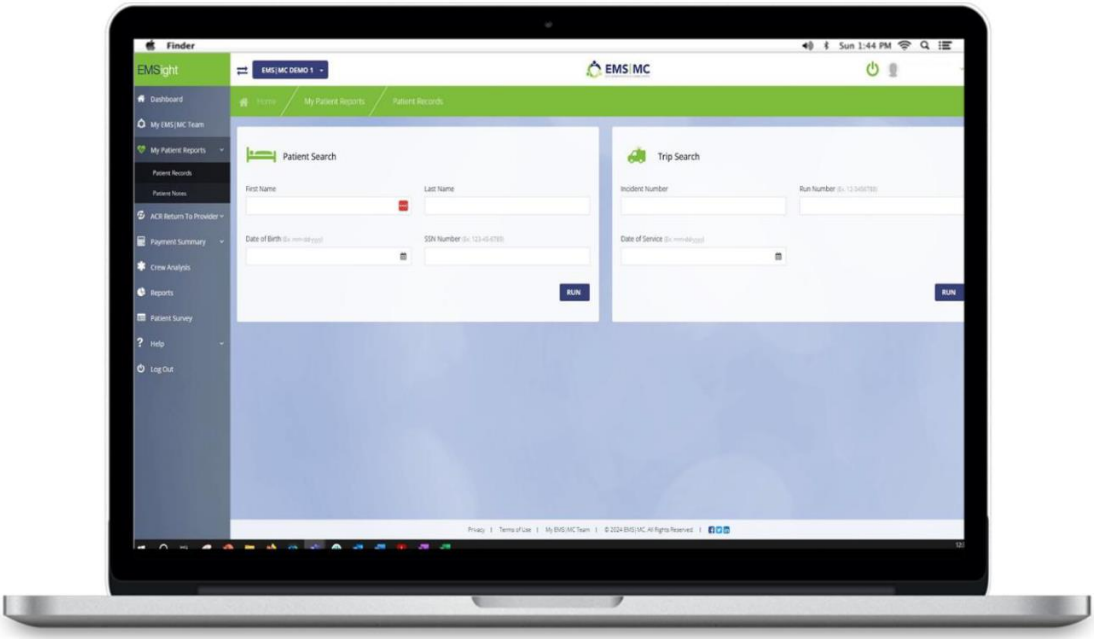
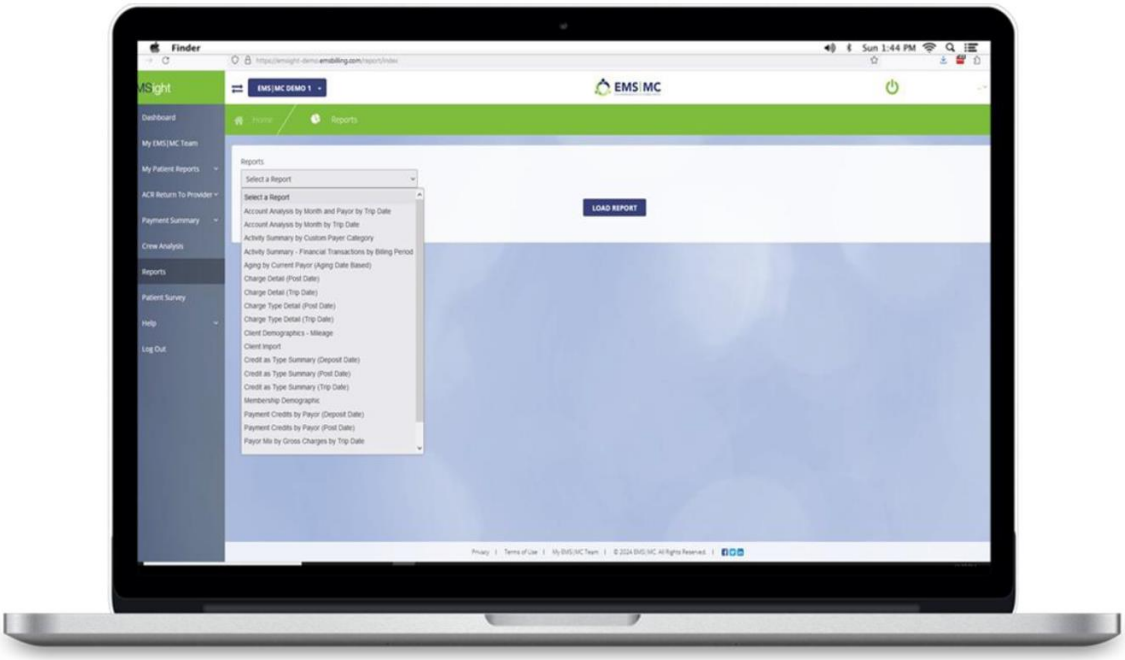
My Patient Reports

Besides drillable dashboards allowing multiple levels of detail, the City of Midland will have access to an array of modules using the left navigational menu. The following is the list of the most frequently used functionalities:



Patient Records – This area allows searching of our billing system records in real time using various search criteria: First Name, Last Name, DOB, SSN, Incident Number, Run Number, & Date of Service. Search results can be drilled down to a detailed report that can be printed.
Patient Notes – Patient Notes encourages users to add notes to specific patient accounts to drive transports to a new billing schedule. Users will be able to immediately note individual patient accounts, & specific transports, of any updates that might be related to that account.



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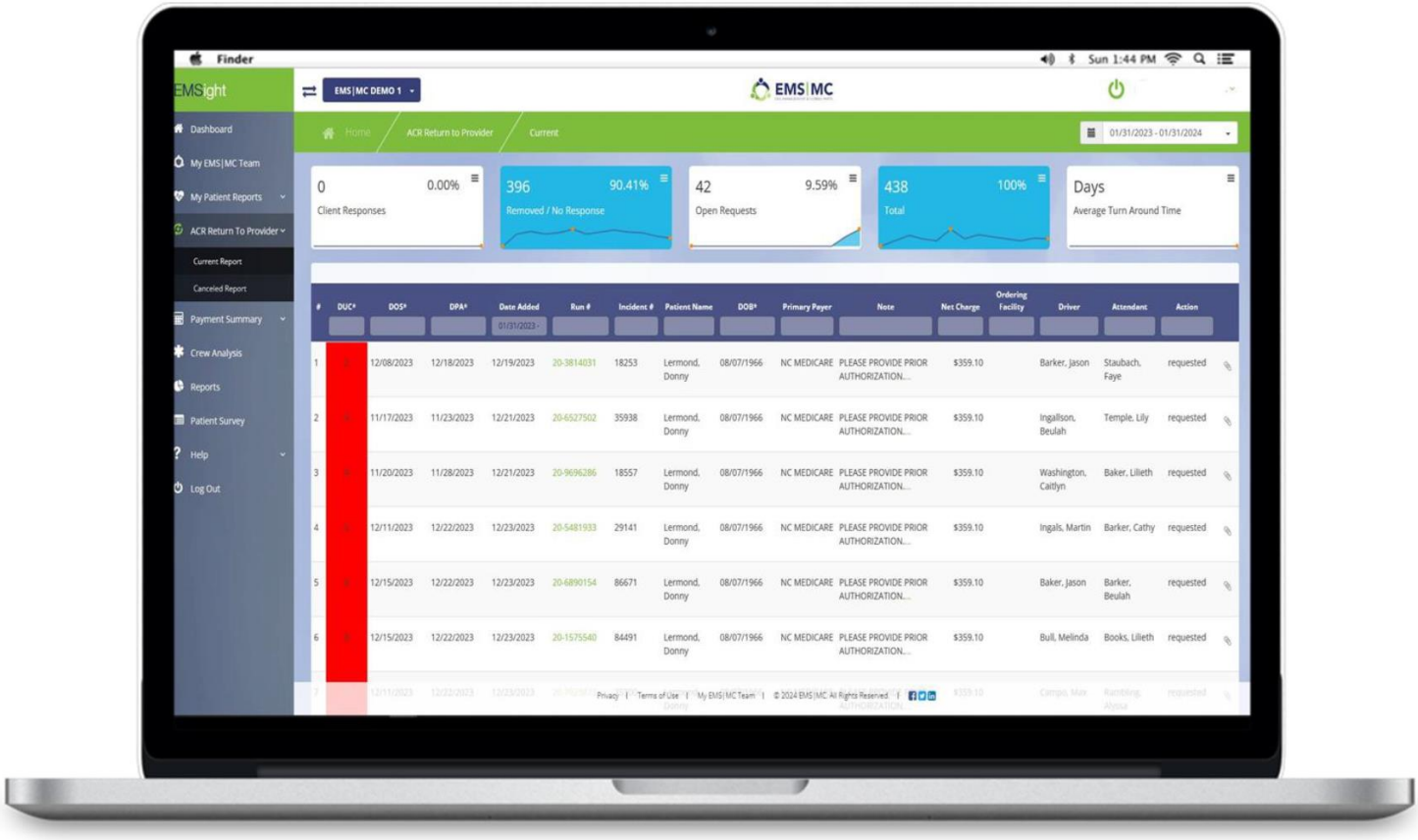
EMS|MC

ACR Return to Provider | (ACR RTP)

ACR-RTP is workflow functionality that allows EMS|MC billing staff to return the trip back to the City of Midland as the trip is being worked in our billing system in real time. Some of the reasons for returning trips are missing PCS form, incorrect information listed on the PCS form, missing patient address, etc.

The City of Midland can access all the information under their fingertips, upload a missing file or correct the information on the portal. This interactive tool will allow us to collaborate with the City of Midland in real time, identify trends & eliminate any disruption in cash flow. Below is an example of one of the ways EMS|MC utilizes the ACR-RTP to maximize reimbursement opportunities:

- EMS|MC obtains the patient care record, which includes a narrative indicating that an EKG was conducted during the transport. However, the absence of the EKG interpretation limits billing to the Basic Life Support (BLS) level, despite the provision of an Advanced Life Support (ALS) intervention. To bill at the maximally appropriate level, it is essential to secure this missing information. Consequently, EMS|MC will classify this service in the ACR-RTP, which gives the City of Midland the opportunity to supply either the EKG interpretation or the qualifications of the attending paramedic.



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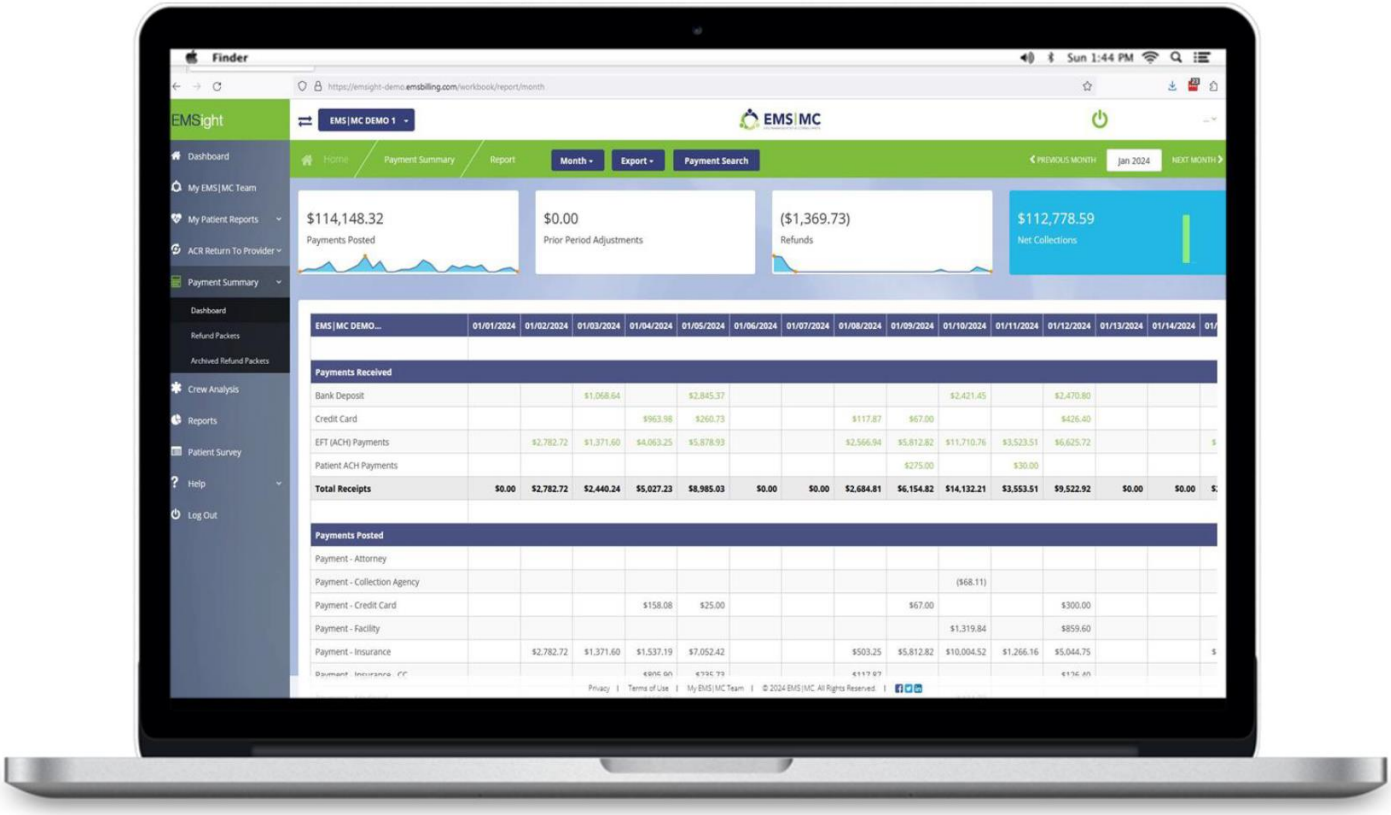
EMS|MC

Payment Summary

Payment Summary provides access to financial dashboards & reports. Drillable dashboards show several financial metrics for any given month - the amount of posted payments, prior period adjustments, refunds, & net collections.

The Payments Received section shows daily amounts for Bank Deposits, Credit Card payments, Direct to Client payments, EFT payments & Patient ACH payments. Each daily amount is drillable & will show the detailed report of all payments. Like Payments Received, the Payment Posted section is broken down into 14 subcategories with daily totals, followed by Reconciliation & Refunds sections.



The payment summary is probably my favorite thing about y'all. That we're able to see everything live - there's no waiting to find out what you've all collected, and that's by far my favorite thing.

- Nanette W.
Wakulla County EMS

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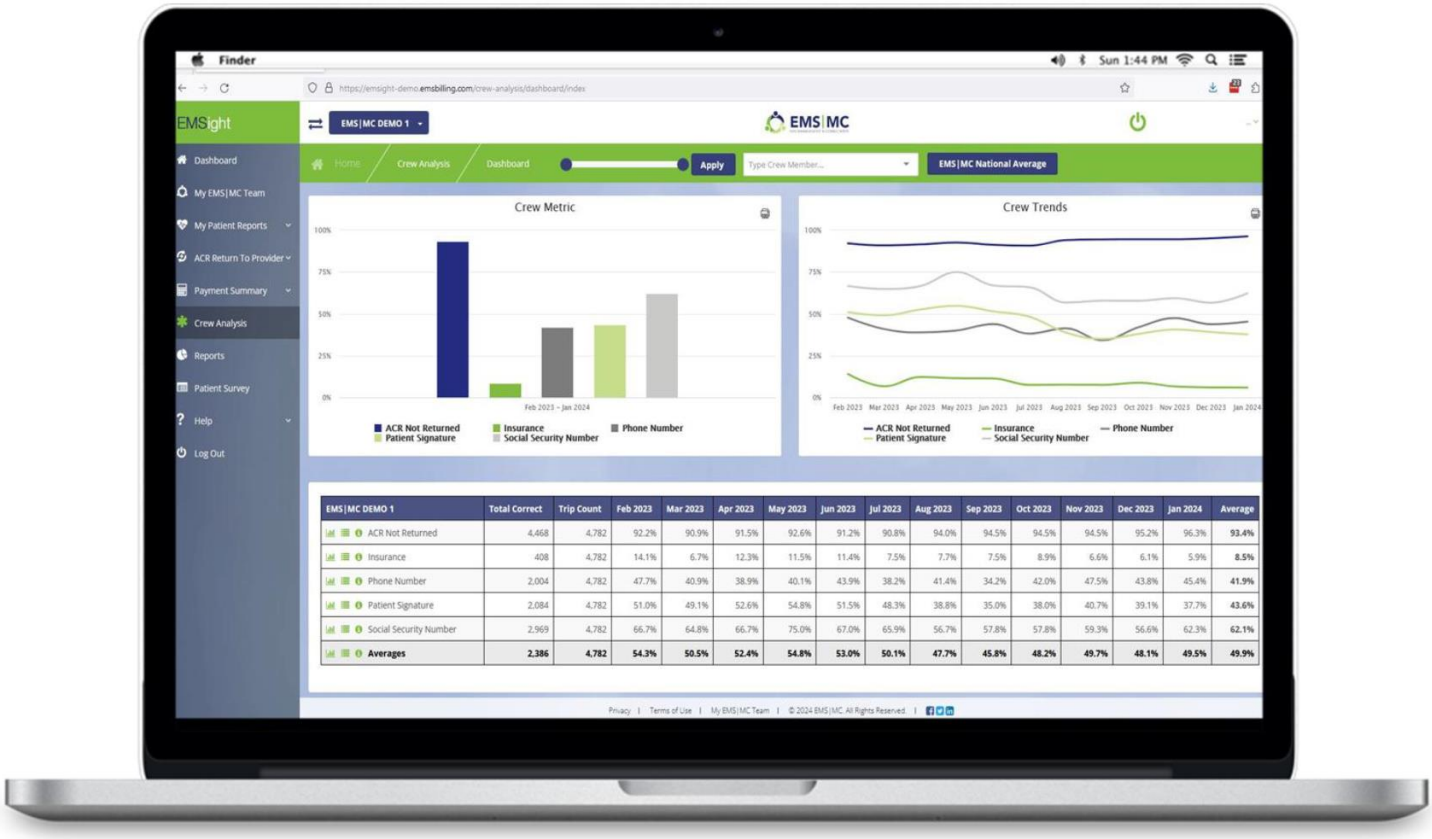
Crew Analysis® provides the ability to quantify how often crew members are documenting specific data points on their PCRs: Patient signature, Phone number, Insurance with policy number, Social Security Number & whether the trip was returned on the ACR-RTP report. This unique tool will allow the City of Midland to review your crew documentation scores & averages in comparison to the EMS|MC National Average. The City of Midland can utilize the "Crew Member Trend Chart" to depict documentation trends for crew members over the last 12 months, or within a specific date range if desired. Trips can be viewed by ordering facility in Crew Analysis®. Capturing these in-depth data analytics can be used both to incentivize & to drive training:

- Provides internal feedback
- Qualifies for improvement the variables within your control
- Increases compliant collections
- Showcases clean claims produced by crew members
- Reveals organizational trends contributing to production/regression

This information is available in a report form that can be downloaded & printed. The City of Midland will have the ability to print multiple crew member scorecards at one time from the Crew Analysis Metrics Crew List. This report is to aid in crew level performance review & training resulting in providing information needed to maximize revenue collection.

Quality documentation is key to achieving the highest levels of reimbursement in the most efficient manner.



EMS|MC DEMO 1	Total Correct	Trip Count	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Average
ACR Not Returned	4,468	4,782	92.2%	90.9%	91.5%	92.6%	91.2%	90.8%	94.0%	94.5%	94.5%	94.5%	95.2%	96.3%	**93.4%**
Insurance	408	4,782	14.1%	6.7%	12.3%	11.5%	11.4%	7.5%	7.7%	7.5%	8.9%	6.6%	6.1%	5.9%	**8.5%**
Phone Number	2,004	4,782	47.7%	40.9%	38.9%	40.1%	43.9%	38.2%	41.4%	34.2%	42.0%	47.5%	43.8%	45.4%	**41.9%**
Patient Signature	2,084	4,782	51.0%	49.1%	52.6%	54.8%	51.5%	48.3%	38.8%	35.0%	38.0%	40.7%	39.1%	37.7%	**43.6%**
Social Security Number	2,969	4,782	66.7%	64.8%	66.7%	75.0%	67.0%	65.9%	56.7%	57.8%	57.8%	59.3%	56.6%	62.3%	**62.1%**
Averages	**2,386**	**4,782**	**54.3%**	**50.5%**	**52.4%**	**54.8%**	**53.0%**	**50.1%**	**47.7%**	**45.8%**	**48.2%**	**49.7%**	**48.1%**	**49.5%**	**49.9%**

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EMS|MC

Training and Education

PACKET 7.200 June 10, 2025

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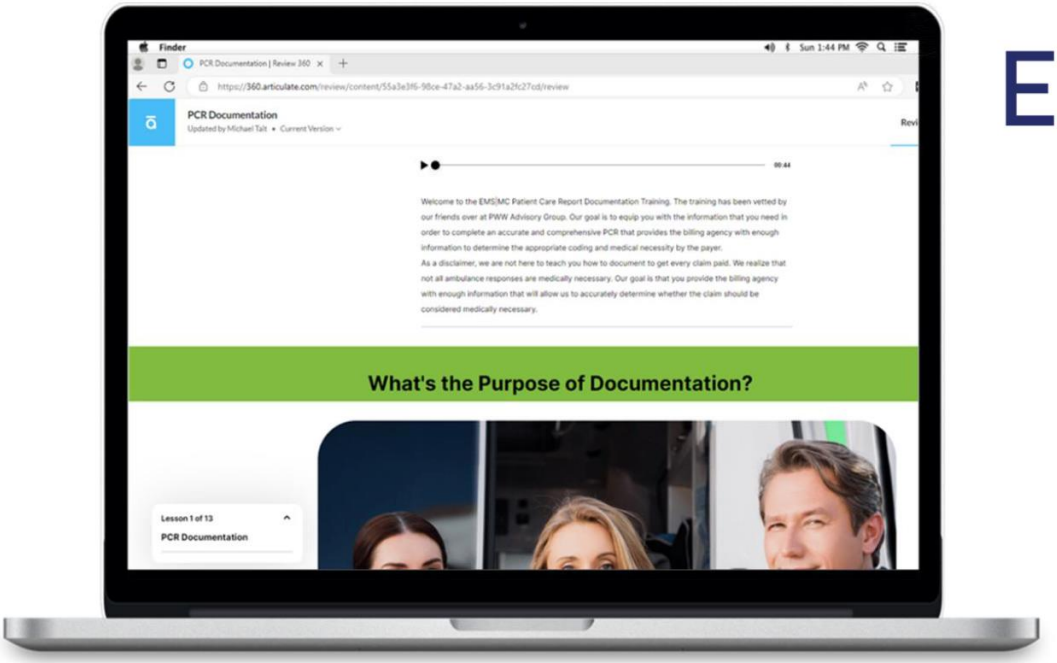
EMS|MC

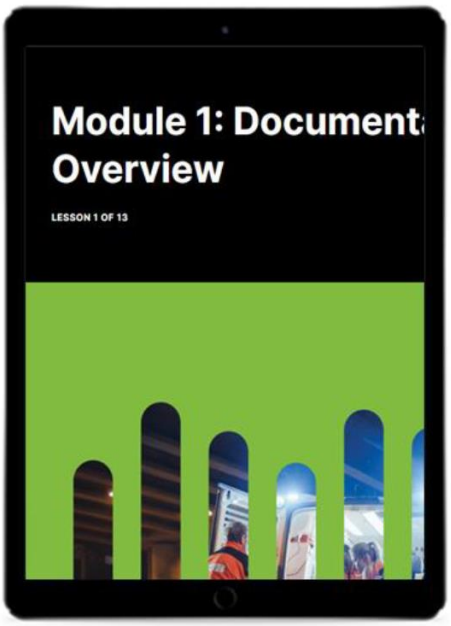
Initial & On-Going Training - EMScholar™ - EMS|MC's Online Documentation Platform

EMStart anticipates your agency & training needs of your staff and crew. While our team proactively addresses technical matters, we focus heavily on training & education during the EMStart deployment process and throughout our partnership. In-depth training will be provided on all of our interactive applications, EMSight™, & our secure FTP. This training comes at no additional cost to the City of Midland.

EMScholar™ powered by VAIRKKO is an interactive education portal that provides up-to-date content vetted by industry experts at PWW|AG. EMScholar™ offers onsite & online training with 24/7 mobile app access to courses anywhere an Internet connection is available. Our micro-learning courses are taught by knowledgeable instructors who average 20 years of experience &/or education. Once our six-module course is completed, a certificate of completion is provided. Below are some screenshots taken from the training courses.



EMScholar™ powered by VAIRKKO



Chief Compliance Officer, Ryan Stark, & our Learning & Development team annually audit & update EMS|MC's PCR documentation course. Ryan and his team provide additional compliance training & updates on an as-needed basis, as new compliance regulations are put into place. EMS|MC's Customer Success Department is solely tasked with building long-term partnerships with our clients through dedicated account management processes. The Customer Success Executive and/or our Training Team will provide onsite training during the deployment phase of our partnership & at increments deemed necessary by the City of Midland.

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EMS|MC

EMScholar™ & Crew Analysis®

Client training is a critical milestone of the EMS|MC onboarding process & once the engagement begins, EMS|MC will connect your team to EMScholar™, our education platform. EMS|MC understands flexibility is vital in the world of EMS - our online format gives you the opportunity to further your knowledge while fulfilling your other responsibilities by allowing you to choose when & where you learn.

During the onboarding process, the City of Midland will send "test trips" to EMS|MC. This allows our data management team to ensure all data points are being imported appropriately, offering assurance that the City of Midland experiences a smooth transition. After reviewing these trips, we will provide the City of Midland with directional feedback for compliant billing, providing the resources to achieve it through EMScholar™, our educational portal.

Designed to create consistency & operational efficiencies, EMScholar™ is comprehensive, all-encompassing, & convenient for all users. EMScholar™ creates an audit trail that directly correlates to crew member performance, giving administrators data analytics to improve continuum of care. These courses specifically focus & educate staff on.

- Narrative Writing
- Patient Signatures
- Medical Necessity
- Physician Certification Statements

The EMScholar™ platform is included in your management fee and allows flexibility for your agency as you determine how to roll-out the training—all at once or in individual modules. EMScholar™ dovetails nicely with Crew Analysis®, our performance management tool built for your medics. This platform is designed to capture the areas we can control & that play a key role in maximizing revenue.

Using Crew Analysis® for training purposes allows the City of Midland to identify crew member deficiencies & in-turn enroll that crew member in the appropriate EMScholar™ module for re-training. Once completed, staff will receive a certificate of completion.

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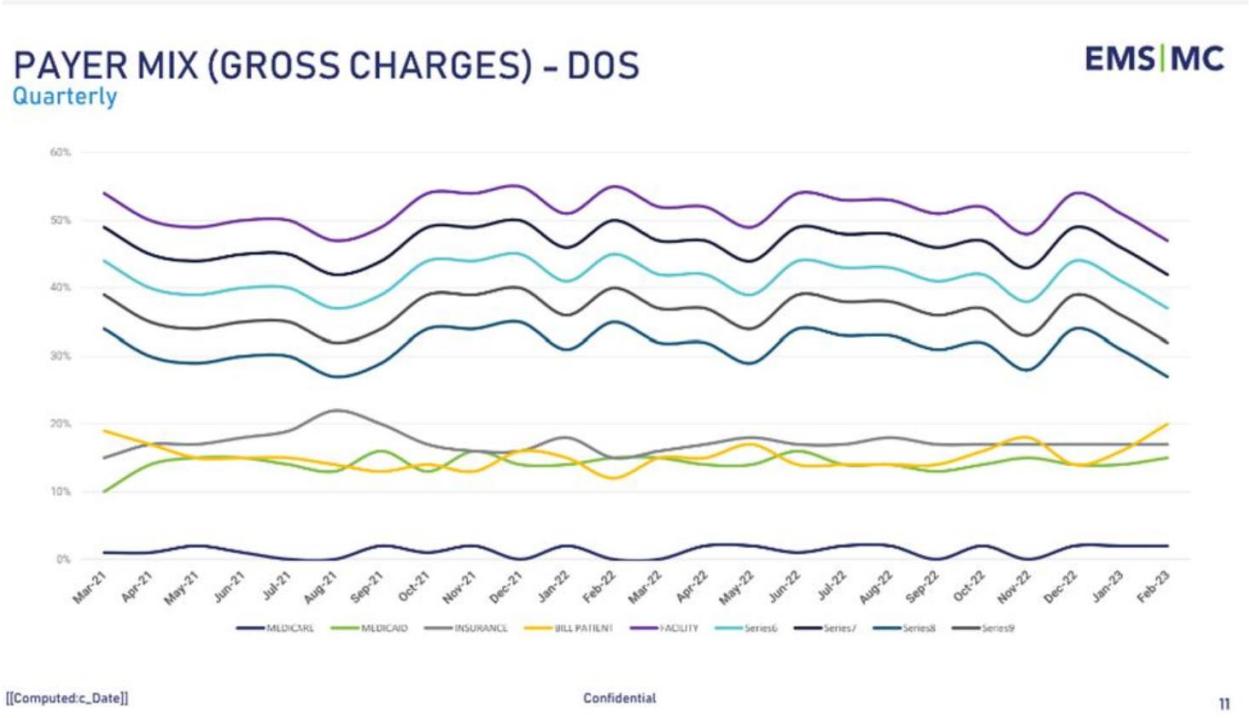
Business Reviews

Your Customer Success Executive can provide weekly meetings, Quarterly Business Reviews (QBRs) & Annual Business Reviews (ABRs) for full transparency throughout the length of our partnership. the City of Midland's Weekly Meetings, QBRs & ABRs will include:

- Account performance overview
- Reporting packages
  - Monthly Reporting Package
  - Ad-Hoc Reporting Packages
  - EMSight™ Reporting Packages
- Industry Updates
- Technology Updates

EMS|MC sets the industry's gold standard in account management by giving our clients multiple points of contact to ensure that if any contingencies were to arise, a team member would be available to assist. Our Customer Success team provides a toll-free Customer Success Hotline where the City of Midland can be assured that their issues will be resolved by a Level II Customer Success Executive in a timely manner.

the City of Midland can be guaranteed 100% transparency ensuring the identification & discussion of open issues related to the services should they arise. Below is a sample slide from a business review.



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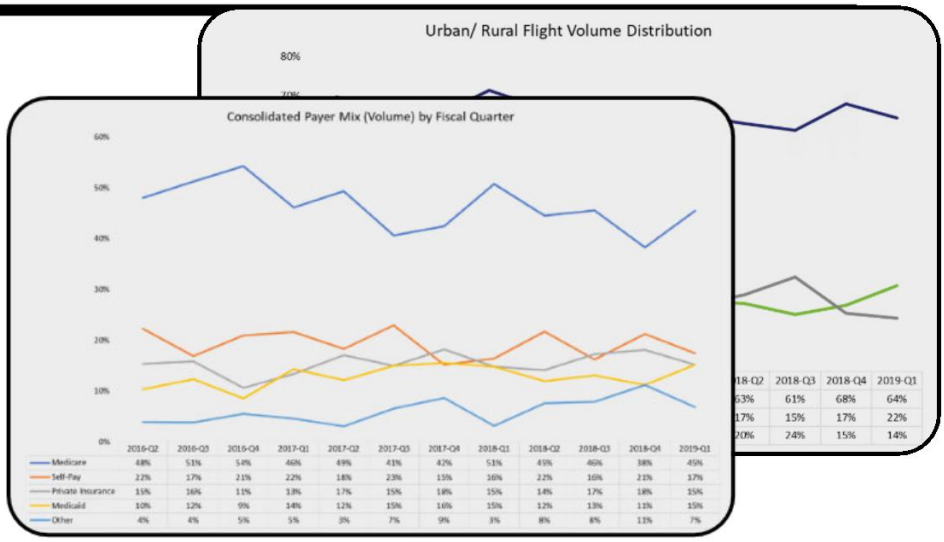
Key Performance Indicators

EMS|MC knows the value of defining Key Performance Indicators (KPI) during the deployment process. Once established, the City of Midland's Customer Success Executive is tasked with monitoring your performance, communicating the success of the below KPIs through the deployment phase weekly calls & throughout the life of the contract.



Level of Service & Payor Mix	AR Days & Trip Reconciliation
Average Loaded Miles & Transport Volume	Benchmarking of Similar Clients
Urban/Rural/ & Super Rural Distribution	Gross Charge Matrix

Compliance & Industry Updates

EMS|MC is committed to keeping the City of Midland, & all our clients, updated on all compliance & industry matters. Ryan Stark, Chief Compliance Officer, Kim Stanley, Chief Client Advocacy Officer, & Regina Crawford, Advocacy Liaison, routinely share updates on topics that can impact your community. These updates including but are not limited to:

- New Medicare Cards & How to Prepare Ground Ambulance Providers & Suppliers:
- Data Collection System
- Medicaid Updates
- Ambulance Cost Data Collection
- COVID-19 Resources
- Provider Stimulus Checks
- 1135 State Specific Waivers
- CARES Act - Reporting Requirements
- HSS Stimulus Funding Opportunities & others

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Partnering with EMS|MC as your revenue cycle management partner means we will work with you, and for you, to increase your reimbursements, minimize denials and maximize revenue.

EMS|MC knows from experience no two agencies are alike, yet each of our clients benefit from the benchmarking and trends in neighboring localities or municipalities of similar size. We have tremendous depth in the EMS marketplace and are well-versed in legislation and compliance issues that matter to the City of Midland.

We develop relationships throughout the EMS industry keeping us abreast of what's going on in today's EMS landscape. Our advocacy team understands how critical it is to have someone in your corner rallying for the rights of the EMS community. Given our depth in the EMS industry and broad client base, spanning across the US, EMS|MC is committed to offering value to our clients that extends beyond the standard EMS billing service.

Regina Godette-Crawford, former Chief of the North Carolina Office of EMS, serves as EMS|MC's Advocacy Liaison whose role is to drive advocacy and compliance policies for the City of Midland. Her presence inside at the local, state, and federal regulatory affairs gives all our clients "a seat at the table" in legislative matters. Regina is an appointed member of the Ground Ambulance Balance Billing Senate Committee.

Regina's focus on reimbursement matters, mobile integrated health programs and other EMS issues assists our clients as they navigate through the ever-changing healthcare marketplace. EMS|MC takes an active role in state and regional EMS associations and reimbursement committees allowing us to be directly involved in legislative and regulatory changes that impact EMS agencies.

EMS|MC understands that by entrusting us with your RCM process, it goes beyond just managing the billing. It is the assurance that someone is advocating on your behalf for the reimbursement issues that are important to the industry.

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EMS|MC

Beyond EMS Billing

EMS|MC acts in a consultative role in assisting clients with their commercial insurance contracts. Based on our extensive experience in these areas and the ability to provide accurate reimbursement projections, we consult with our clients to determine whether the commercial insurance contract is in the client's best interest. the City of Midland will make the final decisions related to the contract and can use the information and data that EMS|MC provides.

Representatives from EMS|MC have served on several EMS reimbursement committees and have been very successful in guaranteeing payment directly to the provider, including enacting legislation to ensure that emergency ambulance providers are paid directly for their services without having to contract with the commercial payor. With the assistance of EMS|MC, the City of Midland can make a well-informed decision as to whether to contract with the various insurers to maximize reimbursement.

EMS|MC also assists clients in developing facility contracts to ensure the contract is compliant with the latest discounting policies, OIG safe harbors, and CMS regulations. EMS|MC often meets with the facilities alongside our clients to ensure prompt payment and serves as the reimbursement expert in determining the facilities responsibility to pay for services.

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Customer Service

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Patient Customer Service

The City of Midland will be provided a dedicated toll-free patient customer service telephone line. We inform patients of any delays, both expected & unexpected, that may arise during our efforts to provide the best possible level of service.

Some EMS billing vendors measure performance of their patient service representatives by the length of the call; however, at EMS|MC we encourage our patient representatives to be intuitive in their approach & thorough in their resolve, ending the call only when the patient is fully satisfied. Each member of our Customer Success team has received rigorous training on patient management, in all aspects of troubleshooting concerns & EMS billing practices.

A client specifications document will be created during the EMStart onboarding process. This living document focuses on business specific information providing all EMS|MC departments with the guidance needed for the successful management of a the City of Midland's account. These documentation practices play an integral role in the success of our Customer Success team as they contain specific information about how to handle certain questions from patients regarding payment plans, hardship policies & discounts – all according to the City of Midland policies and protocols.

Dual monitors are at every workstation, so our representatives have easy access to all the information necessary to produce hassle-free resolution for any given inquiry. The client specifications for the City of Midland will lead account resolution by providing details about special processes including but not limited to:

- Treatment no Transport Policies
- Dead on Arrival Policies
- Contracted Insurance Payors
- Estate Process
- Where to find PCRs
- Finding Missing Attachments
- Professional Billing Courtesy
- Patient Letter & Dispute Requirements
- Small Balance Adjustments
- DSO/Collection Agency Info

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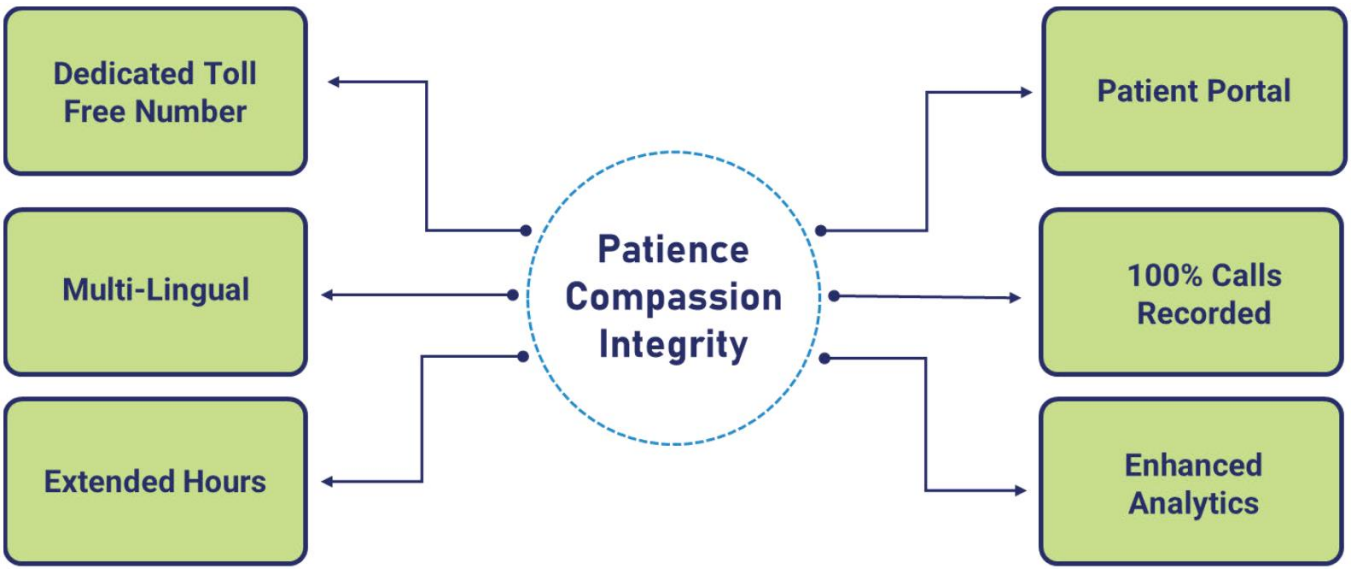
EMS|MC

Customer Service with Impact

At the heart of EMS|MC is why we do what we do - create opportunity for our client partners by providing them with the gold standard in EMS billing so they may acquire the resources necessary to deliver lifesaving care. Infused into our operations is a level of accountability meant to exceed expectations & deliver over-the-top support that maximizes reimbursement by providing the entire solution.



EMS|MC understands the importance of patient satisfaction & provides multiple payment methods to patients. All interactions are recorded & handled with delicacy, professionalism, & deep understanding that we are representing your service & community. It is the on-going goal of the EMS|MC Customer Success Department to understand the needs of our clients & our team so our stream of resources is continually improving. EMS|MC records all incoming & outbound calls providing metrics for the variety of questions & requests from patients, clients & all others. After assisting the caller & resolving the call, the customer service representative determines the call disposition, which drives the call trending data. These experiences continue to enrich our knowledge & give us precedent to build on. Aggregating this data daily allows EMS|MC to:

- Conduct quality assurance audits routinely
- Improve internal expertise & drive future training
- Monitor Key Performance Indicators
- Track overall trends & perform long-term historical analysis
- Provide our clients visibility into patient inquiries & call volume
- Offer consulting on how to improve the patient experience
- Further develop operational efficiencies to optimally suit each client

Our mission is to lead the industry by delivering unrivaled customer service. All Patient & Client Communication are handled in the continental United States. We are pleased to provide the City of Midland with the following customer service value proposition:

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EMS|MC

PATIENT CUSTOMER SERVICE

Unified Call Center

Virtual Hold with Call Back
Patients can hold their place in queue to eliminate long wait times to improve patient experience

Interactive Voice Response (IVR)
Patients will have the ability to check balance and make secure payments through IVR and Secure Payment Capture

Call Recording
Inbound and outbound call recordings to monitor and manage the quality of your contact center operations, ensure a positive customer experience, verify sales transactions, and resolve customer issues

Chat
Patients can utilize online chat with seamless transition to voice to handle without the need to repeat information already provided

All inbound and outbound calls are recorded and can be reviewed upon request. Our phone system tracks all calls from the moment the caller hears the recorded message until the completion of the call. We can observe how many seconds they were on the line before selecting a phone tree option, how long they held before speaking to a representative, how long they may or may not have been placed on hold during the call & if the call was transferred.

At EMS|MC, we understand how important patient satisfaction is and we do not take it lightly that we represent our clients when patients call. We understand making this call may not be something patients look forward to, since an emergency or life changing event has occurred, but we strive to make this a positive experience, guided by our Customer Service Policy.

Our main objective is to provide clear communication, consistently informing patients of what we are doing so they do not feel as if their time is being wasted. We understand that every call has different time tolerances, and we get a temperature check with the patient if we believe the call to be lengthy, offering the option to call back at their convenience. At the end of every call, we reiterate the reason they called and thank them for doing so.

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In addition to clear communication, we have trained our employees to manage the patient's reaction to the trip's total bill, even if the amount is correct but the patient is still upset, by explaining all the necessary details. We have found that most patients do not know how trips are billed. Politely explaining the cost associated with emergency responses typically procures a deeper understanding and overall outlook towards the bill.

We cover best-in-class practices for collecting payments from the patient. We encourage the patient to pay in accordance with your payment terms that we have discussed in your "Client Specifications Document". Depending on the financial situation of the patient and your policy, we can accept "special" payments that they can afford. We never lead the conversation by offering to take the lowest payment approved by the City of Midland, but train our employees to find a compromise that makes both the patient and the City of Midland satisfied.

In addition to handling every call politely, professionally, and expertly, we train our employees to be thorough and accurate. For example, when adding any information given by the patient, we use a "Military Alphabet" repeat back method to ensure we have captured the information with the utmost precision. We instruct our employees to never assume the information we have on file is the most up-to-date, and that the best time to update a patient's information is when we have them on the phone to verify that it is correct.

On every call, we verify the address is correct and that we have a current contact number for the patient. We also prepare our employees on a variety of scenarios that could potentially arise so that they feel prepared and empowered to handle the call according to your documented preferences. Since 1996, we have learned how to make the patient's experience positive and effective for each customer. This is something we are passionate about. Customer service and account resolution is our number one priority.

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As a part of EMS|MC's ongoing commitment to excellent customer satisfaction, we are dedicated to enhancing our current level of customer service, company-wide, by developing and delivering a formal comprehensive Customer Service educational program. Customer satisfaction is a principle that has guided our company since the beginning, and over two decades later it remains a top priority.

Course content is continuously updated by our Learning & Development Team, and focuses on the complete customer service experience: Applying customer service as a business differentiator, managing and resolving customer's issues, anticipating customer's needs while being prepared to deliver on those needs, demonstrating positive attitudes through verbal and non-verbal communication, understanding differences in communication styles, enhancing active listening skills and strengthening prompt follow-up skills for all EMS|MC employees.

Escalation Policy

Our representatives are reminded that the measurement of success is not based on the quantity of patient inquiries addressed in a day, but rather the quality of time spent focused on providing the entire solution. We understand customer service & account resolution are critical components of a successful EMS billing program. When a patient raises an issue that requires urgent resolution, EMS|MC immediately escalates the concern & responds within 24 hours. Additionally, we address all questions & requests submitted via the EMS|MC website (www.emsmc.com) during normal business hours & within 24 hours of receiving each submission.

Quality Assurance

EMS|MC's Quality Assurance team is tasked with, among other things, randomly selecting an estimated 10% of our recorded weekly call volume for auditing. These audits assure all patients are treated with compassion & integrity while also affirming that PCI compliance protocol is being followed & patient credit card information is not being recorded. At EMS|MC we communicate heavily with our clients & transparency leads every interaction. Our Customer Success team provides a toll-free Customer Success Hotline where the City of Midland can be assured their issues will be resolved by a Level II Customer Success Representative in a timely manner. We do not sit on bad news - if we were to make a mistake, we admit it & structurally fix it. the City of Midland can be guaranteed 100% transparency ensuring the identification & discussion of open issues related to the services should they arise.

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EMS|MC

Compliance

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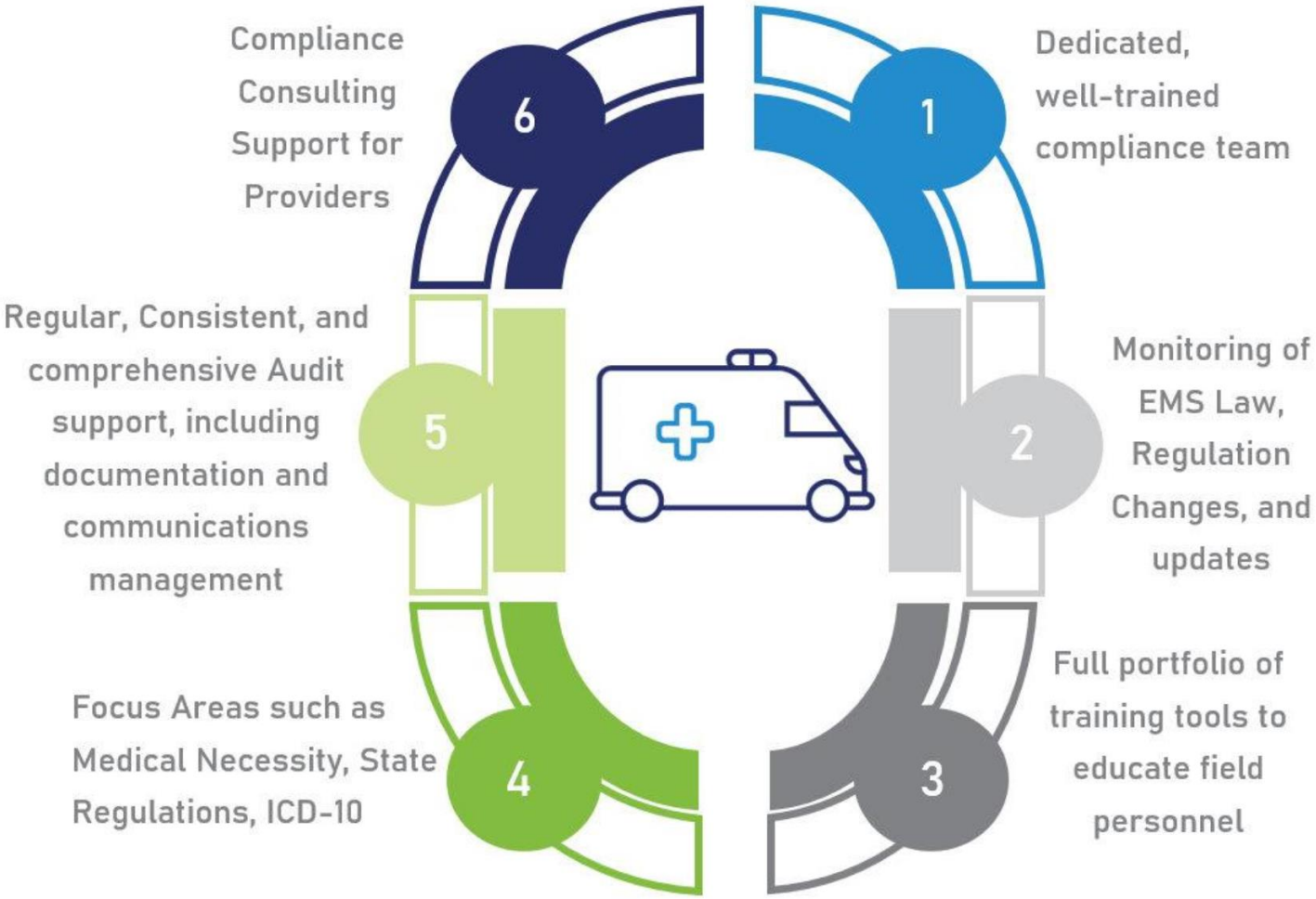
Our dedication to compliance sets EMS|MC apart in the industry. EMS|MC has developed a culture of compliance throughout our organization. Beyond the annual training & quality assurance process, EMS|MC has embedded compliance into our daily workflows that set the foundation & expectations across our organization. EMS|MC goes beyond the minimum requirements set forth by the OIG & has created a compliance program that is the best in the EMS billing industry.



EMS|MC's compliance expertise keeps our clients safeguarded from the legal exposure that may potentially arise with EMS billing. With the ever-changing healthcare marketplace & the political environment, we will be by your side when you may not have the resources to do it alone.

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EMS|MC

The City of Midland's Compliance Team

Our Corporate Compliance team is one of the most integral parts of our organization. The team is responsible for conducting quality assurance audits on all aspects of our business process. A staff with more than four decades of experience, our compliance team helps to mitigate risk associated with ambulance billing by applying comprehensive & timely knowledge of EMS law & regulations, protecting our clients & company.

Ryan Stark - Chief Compliance Officer
ryan@emsmc.com | 717.691.0100

Ryan Stark is a Managing Partner with Page, Wolfberg & Wirth, and counsels clients on labor relations, privacy, security, reimbursement, and other compliance matters affecting the ambulance industry. Ryan developed and is the primary instructor for the nation's first and only HIPAA certification for the ambulance industry - the Certified Ambulance Privacy Officer. He co-authored PWW's widely used Ambulance Service Guide to HIPAA Compliance.

Eric McClain, CAC, NCEMT-B – Director of Compliance
eric.mcclain@emsmc.com

- Experience: 11+ Years
- Legal Liaison
- NC-EMT Certified
- NAAC CAC Certified

Ajenay Drummond – Compliance Manager
ajenay.drummond@emsmc.com

- Experience: 14+ Years
- Ambulance Billing Operations background
- Instrumental in Federal and State guidelines

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EMS|MC

EMS|MC Partners

PWW | AG

As a part of EMS|MC, PWW Advisory Group conducts an annual regulatory compliance audit for EMS|MC & provides valuable consultation in establishing our billing policies & procedures. In addition, PWW has successfully vetted both our NAAC Certified New Hire Training Program & our NAAC Certified External Client Documentation Education programs. As a client of EMS|MC, the City of Midland will directly benefit from our partnership with PWW through access to their legal & compliance consultations.

EMS|MC partners with BSA Healthcare, a Florida based physician-owned healthcare consulting firm, that provides quality assurance audits on a monthly basis, to ensure 100% compliant billing practices. BSA Healthcare helps hospitals, academic medical centers, private medical practices, & outpatient facilities improve quality, financial performance, operations, organizational structure, & strategic direction.

BSA Healthcare
Revenue Cycle Consulting

EMS|MC's Compliance Program

Based on the Office of Inspector General's (OIG) Guidance for Ambulance Services & for Third-Party Billing Agencies, EMS|MC maintains an active & comprehensive Compliance Program. EMS|MC goes beyond the minimum requirements set forth by the OIG & has created a compliance program that is the best in the EMS billing industry.

Our compliance program highlights:

- Designation of Chief Compliance Officer, Compliance Manager, Compliance Analyst, Information Technology Security Officer, & attorney oversight who oversee all compliance related activities
- Development of written Compliance policies & procedures that are reviewed & updated regularly as regulatory changes are made
- Open lines of communication between all employees & the Compliance Team with the expressed intent of non-retaliation for reporting issues in good faith. EMS|MC provides multiple mechanisms for reporting compliance related concerns to include anonymous reporting options
- Annual Mandatory Compliance Training & Education Programs with signed acknowledgement of understanding & commitment for all employees

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- Signed Employee Confidentiality Agreement, Confidentiality & Dissemination of Confidentiality Attestation Statement, & Compliance Code of Conduct
- Employment Background Checks, Criminal History Checks, & OIG Exclusion Database Verifications for all employees
- Daily quality assurance program in which all employees are provided scorecards of their quality assessments
- Annual SSAE No. 18 SOC I Type II Certification
- Data Disaster Recovery Plan & Data Backup Policies
- Secure FTP for sharing files with clients & external partners
- Secure Network & Email Encryption with Virus & Firewall Protection
- Secure Work Environment with key fob entry system, building security alarm system, & locked offices, storage areas & other areas in which PHI may be stored
- Data Destruction Policies for all sources of PHI to include paper, electronic, &/or hardware devices
- Prohibited printing capabilities from VPN, Citrix & Telecommuting Systems
- Breach Notification Policy to immediately notify patients when their data may have been compromised
- PCI Compliance to ensure credit card information is not stored after the transaction has been completed
- Red Flags Policies & Identify Theft safeguards to ensure that the patient's data has not been compromised

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EMS|MC's NAAC Certified Ambulance Coding Specialist (CACS)

Excellence in ambulance billing & coding is what drives our business &, in-turn, your revenue. EMS|MC's Learning & Development team has designed & implemented an in-house coding certification course that exceeds national standards in ambulance coding excellence. EMS|MC's certified staff are the leaders in the industry.

The Certified Ambulance Coding Specialist (CACS) course enables our employees to successfully code trips with an in-depth auditing & feedback process for 100% of trips – ensuring accuracy throughout our training process. This allows our team to gain actionable insight into each employee's understanding of billing concepts, driving future course development & continuing education opportunities.

Our business is your revenue, & we understand that the healthcare landscape, rules, & regulations of our industry are ever changing. As a result, our fluid & dynamic training practices challenge our billers to be more than just coders, but to become an extension of your agency.

NAAC (National Academy of Ambulance Compliance) represents the industry's "Gold Standard of Excellence" in compliance, ethics, and integrity in all facets of ambulance compliance.

NAAC provides industry-specific training that gives each Ambulance Biller, Compliance Officer or Privacy Officer, Documentation Specialist or Financial Officer a solid baseline of critical knowledge necessary to become well-informed, conscientious, compliant, and proficient in their profession. NAAC also fulfills an industry-wide need for reliable and timely recurrent education for ambulance compliance officers, privacy officers and billing staff, to ensure consistent, ongoing compliance with the ever changing, complex rules and regulations affecting the industry.

EMS|MC's internal billing and coding staff are NAAC-certified professionals and maintain their competency through annual continuing education requirements. NAAC provides and accredits a wide range of continuing education programs throughout the year, both in classroom and online offerings.

NAAC provides premier training and education to ambulance billing, coding and compliance professionals and field providers through its 5 certifications:

- Certified Ambulance Coder (CAC)
- Certified Ambulance Compliance Officer (CACO)
- Certified Ambulance Privacy Officer (CAPO)
- Certified Ambulance Documentation Specialist (CADS)
- Certified Ambulance Financial Officer (CAFO)

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EMS|MC & HIPAA

We take seriously the responsibility to protect patient information. Our team is committedto assuring that all our employees, agents, providers, & business partners conductthemselves ethically & in conformance with all applicable laws & regulations.

Our Compliance Program is designed to safeguard the provider from unintentional billing practices that violate Federallaw. This program is run by our Chief Compliance Officer, Ryan Stark. To date, our billing systems, accounting records, document management & disaster recovery systems, are compliant under Health & Human Services (DHHS), the Office for Civil Rights (OCR), & the Office of the Inspector General(OIG) for all safeguards, security, &recoverability.

Our systems are incrementally backed up daily & fully backed up each week through syncing to a HIPAA compliant, offsite data center. This information is replicated to offsite locations which are regionally positioned to ensure integrity & high availability.

Our billing platform & ePCR software vendors are compliant with the National EMS Information System, & they maintain their own compliance with NEMSIS.

Quality Assurance

Auditing Process

EMS|MC has an internal auditing quality assurance department, led by our dedicated Compliance team, who performs daily pre-billing audits. Our audits are designed to uncover potential compliance issues before we submit claims, preventing potential declined claims.

EMS|MC has extensive policies & procedures to adhere to Privacy & Security Regulations guidelines. Employees are given direct feedback in the form of quality scorecards to manage their performance. These scorecards are used for employee development as well as to identify the need for additional training by our Learning & Development department.

After our extensive internal new hiring training certification program, all new employees are audited at 100% until they reach a satisfactory score of 96% or higher. All new clients are audited at 100% for the first two weeks of deployment, or until the compliance thresholds are met. The number of claims audited are reduced to 50% for an additional two weeks or until they meet the satisfactory quality assurance scores.

Government Payor Audits

EMS|MC takes on the responsibility of submitting a comprehensive & accurate package of documentation upon the initial submission of the request. If the audit determination results in a denial of claims, the audit results are contested to the highest level of appeal applicable.

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EMS|MC represents our clients in Administrative Law Judge (ALJ) & Administrative Hearings when the claims have been denied inappropriately. EMS|MC maintains a retainer agreement with several law firms to solicit their assistance related to OIG compliance, Ambulance Regulations, HIPAA, & Red Flags Alerts. Our assistance in this area has overturned millions of dollars in unwarranted denials from Medicare & Medicaid related to medical necessity & level of service down-coding.

OIG Exclusions

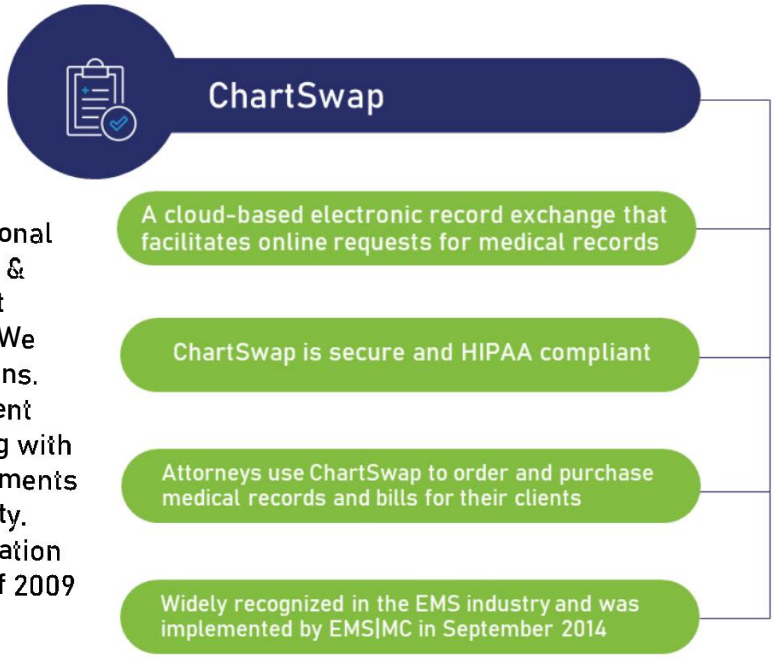
All employees of EMS|MC are monitored against the OIG Exclusion Database to ensure the employees are eligible to provide services on your behalf. This process is completed prior to hiring the employee & monitored monthly thereafter for the length of their employment.

SSAE No. 18 SOC I, Type 2 Certified

EMS|MC completes a SSAE No. 18 SOC I, Type II audit each year to ensure quality, confidence & consistency in our processes. As a result of this audit, many reconciliation points throughout our processes are well documented & are properly executed.

Annual Third-Party Regulatory Audit

EMS|MC participates in a third-party compliance audit conducted by Page, Wolfberg & Wirth (www.pwwemslaw.com) on an annual basis. The purpose of this audit is to verify our billing practices are compliant with governmental & commercial payors, as well as industry regulation. This audit provides an additional layer of compliance in our billing methodologies & provides our clients with the peace-of-mind that outsourcing to EMS | MC helps to minimize risk. We will always comply with HIPAA rules & regulations. Our billing systems, accounting records, document management & disaster recovery systems, along with operational policies, meet or exceed the requirements of HIPAA for safeguards, security & recoverability. EMS|MC is in compliance with the Health Information Technology for Economic & Clinical Health Act of 2009 (HITECH). Legal Requests



Outsourcing your billing includes the value-add of EMS|MC handling the fulfilment of all attorney requests for reports.

ChartSwap

We partner with ChartSwap to process requests for records from a lawyer or court. This HIPAA-compliant universal platform provides attorneys with fast, efficient fulfillment & provides visibility into what has been requested & received.

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EMS|MC

Secure Solution

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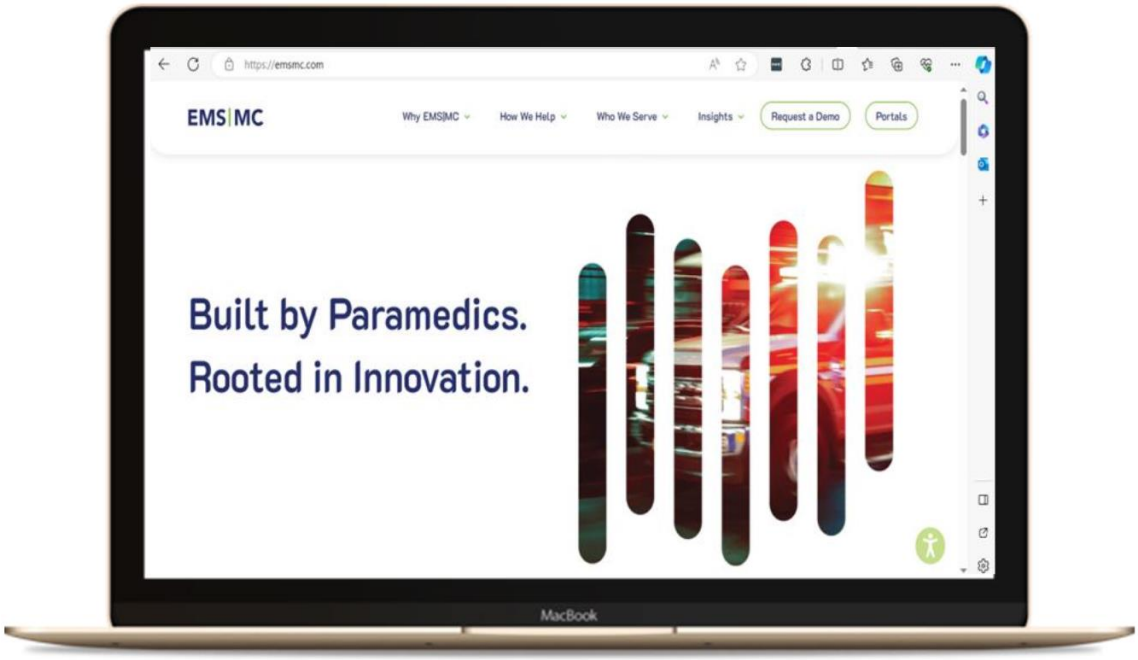

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EMS|MC

EMS|MC knows that the only sure way to protect your data is to detect threats before they happen.

when incidents occur

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EMS|MC

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AWS Security Hub
3 Tier security benchmark

Data Loss Prevention (DLP)
Endpoint Protector agent deployed on all endpoints

Dash ComplyOps
AWS security measurements against HIPAA compliance standards

Managed Detection and Response
Arctic Wolf's (MDR) solution provides 24x7 SOC monitoring of the network, endpoints, and cloud environments

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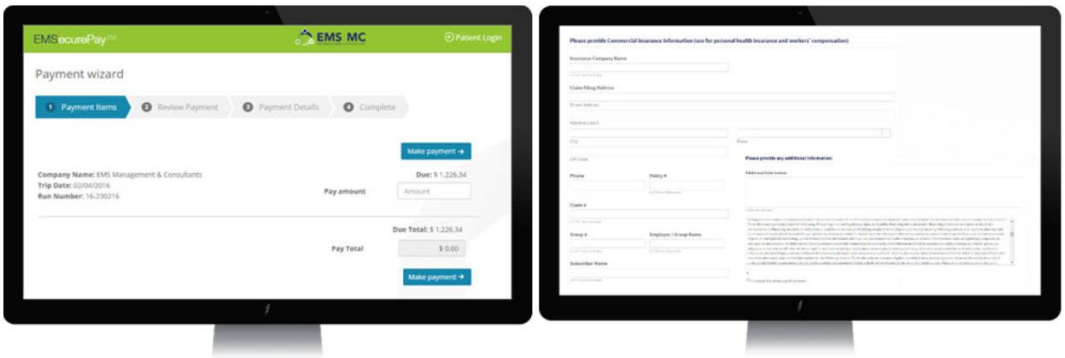
During the EMStart onboarding process, the EMS|MC team will work with the City of Midland to establish patient invoices in alignment with expectations. Once established, standard intervals for mailing are built into our invoicing cycle which is activated once it has been determined the patient is responsible for the remaining balance. Private pay accounts are handled through initial invoicing & are followed up with monthly statements reflective of all payments & credits.

As one of our many payment options, EMS|MC offers an online patient portal, EMSecurePay, where patients can make payments in full or set up a payment plan (if allowed by the City of Midland) to pay the remaining balance. If selected, EMSecurePay is automated to calculate payment options for patients in accordance with the City of Midland's agreed upon payment terms. An amortization schedule will then be displayed to the patient based on their payment plan. This added layer aims to 'collect all the dollars on the table' & has proven to increase reimbursement for our clients.

However, when no additional information or no payment has been received after the last agreed upon invoicing interval, EMS|MC will provide you or your selected Collections Agency with a batch file containing all necessary information. This is only after all internal & external resources have been exhausted by EMS|MC.

EMSecurePay is EMS|MC's high-volume patient credit card payment portal that processes over $5 million in patient payments per month. Through EMSecurePay, patients can create an account to access their payment history & invoices. This intuitive platform is automated to issue client specific discounts based on prompt payments if requested. EMSecurePay is listed on patient invoices & is accessible on emsmc.com. Patients can review the status of their account, provide additional insurance information, or make a credit card payment using a secure HIPAA-compliant web server. Although the patient portal is user-friendly, we understand technology can be a pain point for some individuals. In these scenarios, our Customer Success representatives are happy to offer step-by-step guidance through the portal's process via our toll-free phone line.

Our billing system can manage both scheduled payments, & payment plans. Once an account is on a payment plan, the patient will receive an invoice indicating that a time payment arrangement has been established, with a statement of understanding for the patient to sign. Each month, the patient receives a cumulative invoice reflecting the historical credits & dates posted. Each invoice will also include the City of Midland's dedicated toll-free number. EMSecurePay gives patients the ability to provide feedback about their EMS experience with patient care & billing, via an online survey.



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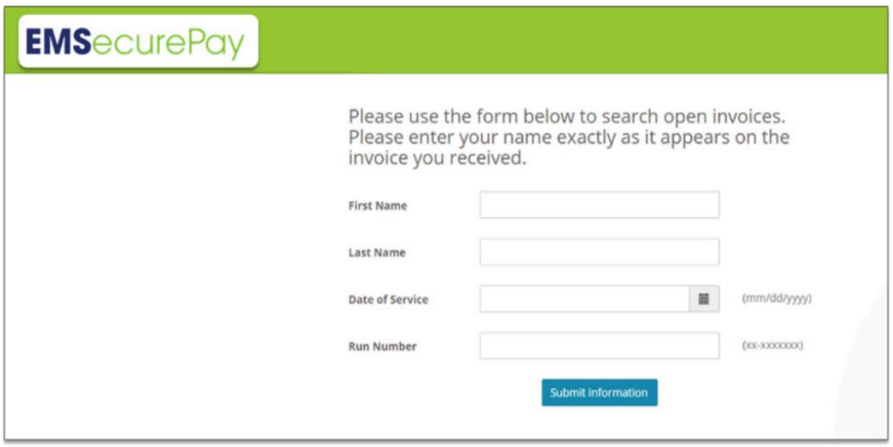
EMSecurePay, located on www.emsmc.com, is EMS|MC's secure online payment portal that allows patients to easily pay their invoices. This online portal is intuitive, PCI DSS compliant & is tested & certified quarterly by an independent third-party vendor.



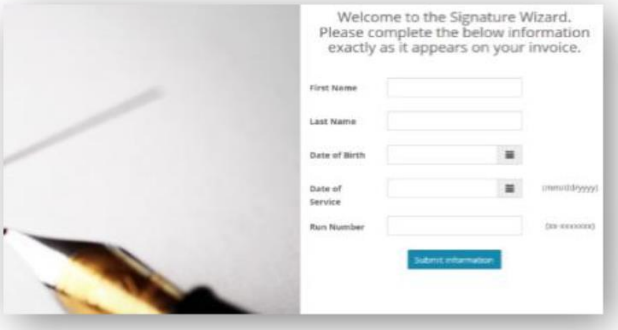
For payments, patients enter a few key pieces of information from their invoice to EMSecurePay. Patient balance(s) are then retrieved in real-time from our billing system & displayed to patients. The rest of the payment process uses a checkout online wizard. Patients can select to pay one, few or all outstanding invoices. They can also setup a payment plan, enter credit card/bank information & pay the invoice. Payments can be made via credit card, ACH, Paypal, or Venmo.

Additionally, they can print a copy of the receipt & create a new account. Patients who created an account on EMSecurePay can manage their reoccurring payment plans & access past receipts.

EMSign is EMS|MC's secure online web portal allowing patients, or their legal representatives to electronically sign the Ambulance Signature/Claim Submission Authorization Form.

Patients will be mailed an Ambulance Signature/Claim Submission Authorization Form. Patients or their legal representatives can sign the form & mail it back to EMS|MC or they can sign the form electronically using our EMSign online portal. Completed forms are automatically converted to PDF files & saved to an EMS|MC document management system where they can be retrieved by EMS|MC billing or compliance staff.

EMSign helps to maximize & accelerate our clients' revenue by replacing the regular mail option with the convenience of submitting their signature electronically. Because the process is fully automated the human error of manually retrieving & processing forms is greatly reduced.



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EMS|MC

Why EMS|MC?

EMS|MC is a technology-driven company that strives to provide the reporting and analytics needed to match the growth of our clients. We are focused on maximizing revenue with a strict adherence to regulatory compliance and risk mitigation.

EMS|MC is always there for me. If I have a question, a problem, an issue, I can call and get anything answered immediately, and they're just wonderful.

- Cindy L.
Johnston County EMS

As a seamless extension of the City of Midland's team, we ensure that your EMS billing is productive, compliant, and accurate. We strive to make every encounter exceed your expectations and continue the evolution of the City of Midland.

EMS|MC

EXPERIENCE
STABILITY
25+ Years

REIMBURSEMENT
UNMATCHED
Collections
INNOVATIVE
Technologies

RESOURCES
PWW|AG
EXCEPTIONAL CARE

REGULATIONS
INTENSE FOCUS
HIPAA Compliance & Risk Management

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Cost Proposal

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Pricing for the City of Midland

The EMS|MC Full Revenue Cycle Management Solution pricing is an all-inclusive price, including but not limited to:

- Full Revenue Cycle Management Services
- Customizable Ad-Hoc Reporting
- EMSight™
- Crew Analysis™
- NAAC Certified On-Site & Online Documentation Training - EMScholar™
- Attorney Requests From ChartSwap

EMS|MC's advanced pricing model ensures we can offer the best possible rates to our clients. EMS|MC can offer the Revenue Cycle Management Solution services above at a fee of 4.5% of Net Collections*. There are no hidden fees or fees added later, and there is no hourly consulting fee rate. Should the City of Midland need additional services beyond the scope, we will be open to discussion.

We appreciate your consideration and look forward to hearing from you!

* Net collections is the sum of all payments less refunds applied during the same period(s).

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Appendix

Sample Reports Package
Sample Invoice Package
Sample Customer Service Scripts
Sample Contract
SSAE No. 18 SOC 1, Type II Report
SSAE No. 18 SOC 2, Type II Report

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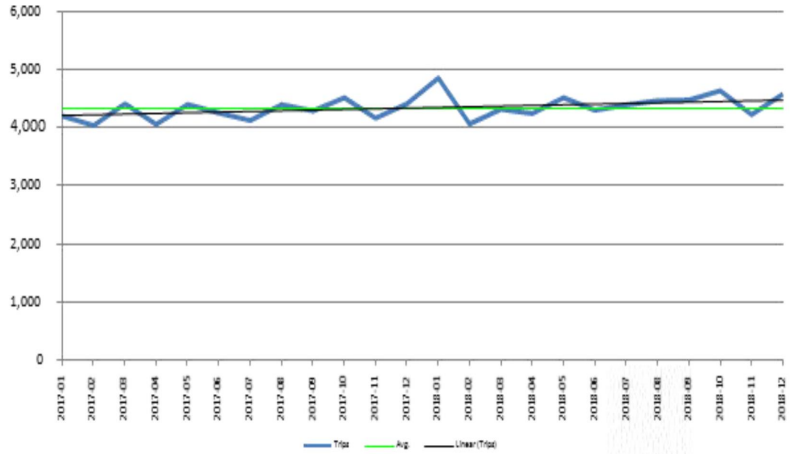
EMS | MC Sample Report Package

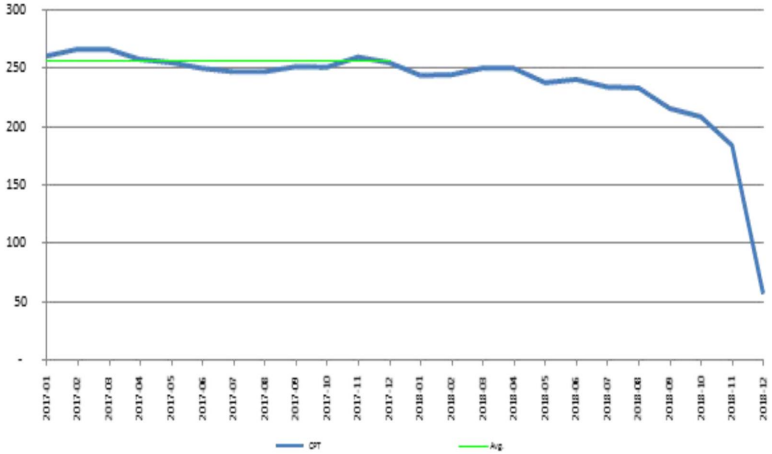
	Trips	Net Coll.	CPT	AR Days
Average	4,341	1,152,004	256	76
Max	4841	1,460,759	267	83

Month	Trips	Net Coll.	CPT	AR Days
2017-01	4,196	1,085,447	261	71
2017-02	4,034	981,284	267	73
2017-03	4,405	1,460,759	267	73
2017-04	4,055	1,257,072	258	72
2017-05	4,394	1,241,931	255	75
2017-06	4,248	1,078,167	250	78
2017-07	4,122	1,098,765	247	76
2017-08	4,387	1,070,873	247	78
2017-09	4,282	1,078,596	252	77
2017-10	4,508	1,195,288	251	74
2017-11	4,161	1,096,751	260	75
2017-12	4,406	970,768	255	77
2018-01	4,841	1,036,368	244	78
2018-02	4,061	1,115,622	245	75
2018-03	4,311	1,337,945	251	79
2018-04	4,239	1,323,027	250	83
2018-05	4,508	1,260,854	238	76
2018-06	4,294	1,153,868	241	78
2018-07	4,383	1,298,461	234	71
2018-08	4,455	1,108,476	234	74
2018-09	4,466	924,013	216	74
2018-10	4,627	1,188,093	209	76
2018-11	4,219	1,184,724	184	73
2018-12	4,571	1,100,935	56	76

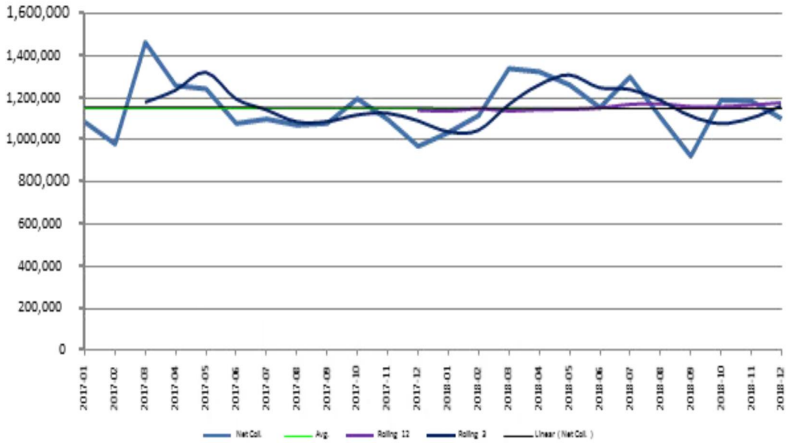
Trips by Month - DOS



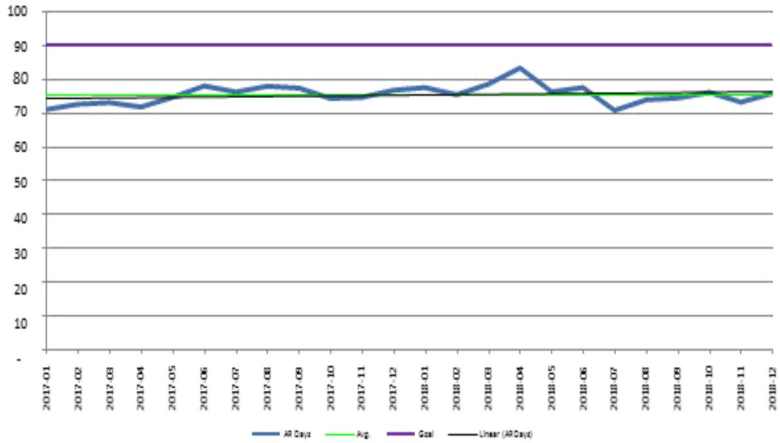
Net Collections per Trip by Month - DOS



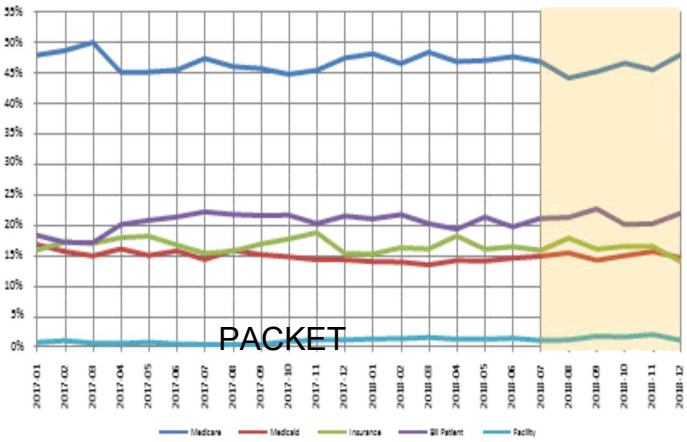
Net Collections by Month - Billing Period



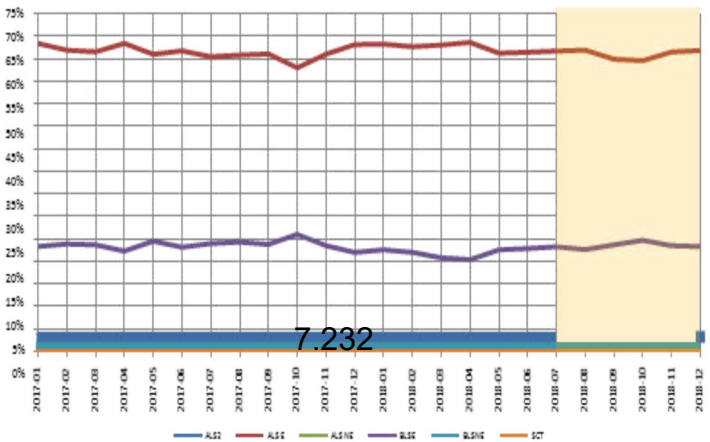
A/R Days - Billing Period



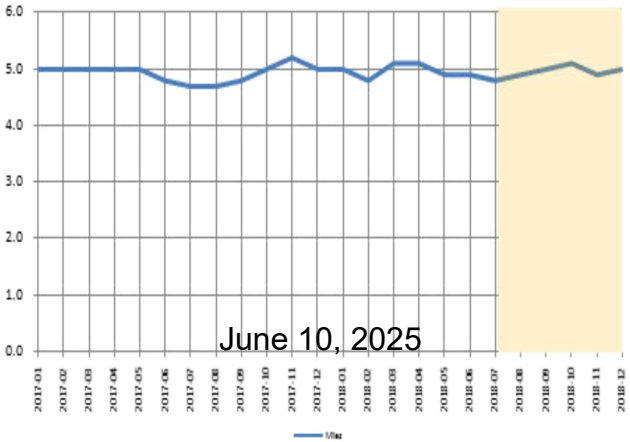
Payor Mix (Gross Charges) - DOS



Run Mix - DOS



Average Loaded Miles per Trip - DOS



PREPARED FOR CLIENT

By:

EMS | MC
EMS MANAGEMENT & CONSULTANTS
RESULTS | SERVICE | COMMUNITY

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CLIENT **NOVEMBER 2020**

12 MONTH DATE OF SERVICE ANALYSIS

Primary Payor Mix

6-12 Month Mature Average

Primary Payor	% of Trips
Medicare	20%
Medicare Advantage	25%
Insurance	14%
Medicaid	17%
Medicaid MCO	0%
Patient	21%
Facility	1%
Other Govt. Payers	1%
TPL	1%

Net Collection Percentages

6-12 Month Mature Average

Primary Payor	Coll %
Medicare	94%
Medicare Advantage	85%
Insurance	73%
Medicaid	98%
Medicaid MCO	71%
Patient	4%
Facility	43%
Other Govt. Payers	52%
TPL	69%

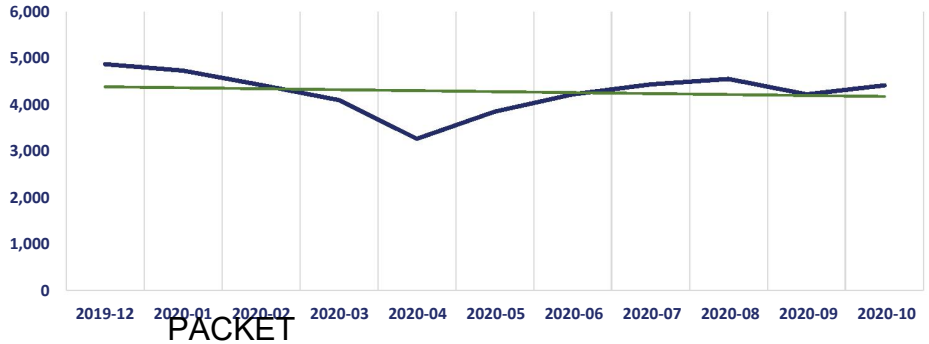
Cash Per Trip

6-12 Month Mature Average

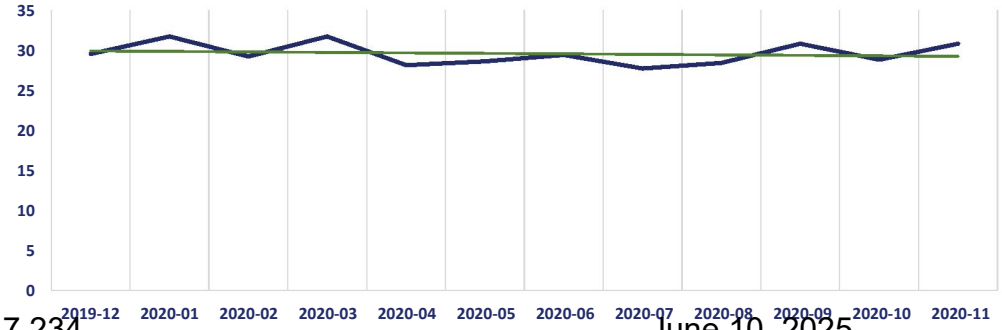
Primary Payor	CPT
Medicare	$ 389.90
Medicare Advantage	$ 358.26
Insurance	$ 439.25
Medicaid	$ 110.30
Medicaid MCO	$ 279.43
Patient	$ 31.12
Facility	$ 28.61
Other Govt. Payers	$ 403.98
TPL	$ 572.48

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	4,866	4,137,359.70	1,851,488.67	2,285,871.03	5,498.48	1,339,613.74	863,270.49	5,815.65	8 3,303.97	850.26	469.76	274.11	58.3%
2020-01	4,725	4,083,756.17	1,808,773.44	2,274,982.73	4,032.42	1,242,326.25	913,972.73	3,781.89	118,433.22	864.29	481.48	262.13	54.4%
2020-02	4,419	3,791,240.62	1,709,114.80	2,082,125.82	2,878.92	1,181,700.48	782,088.87	6,133.16	121,590.71	857.94	471.18	266.03	56.5%
2020-03	4,092	3,508,925.57	1,530,283.10	1,978,642.47	3,133.08	1,100,155.71	750,810.53	6,101.63	130,644.78	857.51	483.54	267.36	55.3%
2020-04	3,260	2,745,498.37	1,170,040.35	1,575,458.02	707.01	805,184.88	613,136.07	4,521.21	160,951.27	842.18	483.27	245.60	50.8%
2020-05	3,841	3,254,668.31	1,350,100.01	1,904,568.30	774.67	971,949.42	690,207.18	4,507.76	246,144.79	847.35	495.85	251.87	50.8%
2020-06	4,217	3,603,331.67	1,502,450.34	2,100,881.33	722.24	1,060,513.44	666,224.07	1,164.63	374,586.21	854.48	498.19	251.21	50.4%
2020-07	4,431	3,800,815.26	1,571,314.17	2,229,501.09	48.43	1,069,975.88	452,635.35	1,204.19	708,045.62	857.78	503.16	241.20	47.9%
2020-08	4,550	3,921,189.39	1,580,782.51	2,340,406.88	10.29	1,084,006.56	106,894.73	1,048.32	1,150,543.62	861.80	514.38	238.01	46.3%
2020-09	4,218	3,640,884.13	1,367,718.42	2,273,165.71	5.44	945,200.66	56,762.82	1,430.47	1,272,627.26	863.18	538.92	223.75	41.5%
2020-10	4,409	3,797,140.39	1,270,084.84	2,527,055.55	8.91	786,740.69	23,542.32	-	1,716,763.63	861.22	573.16	178.44	31.1%
2020-11	3,775	3,244,042.84	221,993.13	3,022,049.71	-	108,081.05	-	-	2,913,968.66	859.35	800.54	28.63	3.6%
Totals	**50,803**	**43,528,852.42**	**16,934,143.78**	**26,594,708.64**	**17,819.89**	**11,695,448.76**	**5,919,545.16**	**35,708.91**	**8,997,603.74**	**856.82**	**523.49**	**229.51**	**43.8%**

Trip Count Trend - Excluding Current Month



Average Loaded Miles



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CLIENT **NOVEMBER 2020**

12 MONTH DATE OF SERVICE ANALYSIS BY PRIMARY PAYOR CATEGORY

MEDICARE

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	1,095	971,854.58	521,359.65	450,494.93	328.43	430,670.91	18,367.78	549.29	1,677.10	887.54	411.41	392.81	95.5%
2020-01	937	851,232.84	463,348.22	387,884.62	194.94	362,446.52	19,695.26	1,032.61	6,580.51	908.47	413.96	385.71	93.2%
2020-02	858	773,125.81	415,374.19	357,751.62	159.02	338,612.89	19,191.59	2,196.05	1,984.17	901.08	416.96	392.09	94.0%
2020-03	826	740,467.03	399,320.88	341,146.15	181.75	321,983.19	14,398.79	1,519.85	6,102.27	896.45	413.01	387.97	93.9%
2020-04	614	546,867.09	292,777.28	254,089.81	55.17	239,396.62	7,969.42	1,410.71	8,079.31	890.66	413.83	387.60	93.7%
2020-05	702	624,379.89	330,520.14	293,859.75	114.91	275,687.79	10,904.31	95.42	7,248.16	889.43	418.60	392.58	93.8%
2020-06	808	719,570.79	378,724.01	340,846.78	116.00	322,493.70	11,555.71	882.14	7,563.51	890.56	421.84	398.03	94.4%
2020-07	840	750,536.03	390,413.72	360,122.31	18.08	328,160.16	8,174.60	120.08	2 3,889.55	893.50	428.72	390.52	91.1%
2020-08	842	755,350.54	388,448.77	366,901.77	2.28	325,900.41	3,247.58	-	3 7,751.50	897.09	435.75	387.06	88.8%
2020-09	786	710,049.03	350,951.17	359,097.86	0.01	294,517.86	3,896.55	191.72	6 0,875.16	903.37	456.87	374.46	82.0%
2020-10	843	765,041.81	348,991.50	416,050.31	-	291,933.43	-	-	124,116.88	907.52	493.54	346.30	70.2%
2020-11	714	651,669.67	67,352.02	584,317.65	-	53,813.24	-	-	530,504.41	912.70	818.37	75.37	9.2%
Totals	**9,865**	**8,860,145.11**	**4,347,581.55**	**4,512,563.56**	**1,170.59**	**3,585,616.72**	**117,401.59**	**7,997.87**	**816,372.53**	**898.14**	**457.43**	**362.66**	**79.3%**

MEDICARE ADVANTAGE

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	1,196	1,073,438.43	567,583.73	505,854.70	840.74	440,494.95	56,224.93	605.66	8,899.74	897.52	422.96	367.80	87.0%
2020-01	1,236	1,126,816.11	608,712.27	518,103.84	1,223.95	442,932.62	63,782.77	1,776.59	1 1,941.09	911.66	419.18	356.92	85.1%
2020-02	1,188	1,075,011.38	578,138.99	496,872.39	834.75	416,238.26	65,131.45	2,039.68	1 6,707.61	904.89	418.24	348.65	83.4%
2020-03	981	881,648.89	465,315.32	416,333.57	505.21	349,975.29	54,741.80	1,325.97	1 2,437.24	898.72	424.40	355.40	83.7%
2020-04	745	665,228.13	348,379.57	316,848.56	215.98	266,941.50	40,794.53	2,238.65	1 1,135.20	892.92	425.30	355.31	83.5%
2020-05	943	842,587.94	431,885.11	410,702.83	95.28	345,966.05	48,920.28	1,482.15	1 7,203.37	893.52	435.53	365.31	83.9%
2020-06	1,052	939,283.69	484,711.38	454,572.31	160.20	375,731.85	52,040.94	135.00	2 6,774.32	892.86	432.10	357.03	82.6%
2020-07	1,086	979,568.87	505,089.67	474,479.20	9.38	383,349.88	41,702.77	646.02	5 0,063.19	902.00	436.91	352.40	80.7%
2020-08	1,223	1,098,684.76	562,394.48	536,290.28	(0.15)	426,858.41	1,713.02	953.44	108,672.44	898.35	438.50	348.25	79.4%
2020-09	1,132	1,025,732.43	510,376.99	515,355.44	2.96	380,676.83	96.18	988.75	135,568.22	906.12	455.26	335.41	73.7%
2020-10	1,162	1,049,801.30	441,862.07	607,939.23	0.41	313,718.75	-	-	294,220.07	903.44	523.18	269.98	51.6%
2020-11	1,039	953,760.68	58,811.10	894,949.58	-	35,958.82	-	-	858,990.76	917.96	861.36	34.61	4.0%
Totals	**12,983**	**11,711,562.61**	**5,563,260.68**	**6,148,301.93**	**3,888.71**	**4,178,843.21**	**425,148.67**	**12,191.91**	**1,552,613.25**	**902.07**	**473.57**	**320.93**	**67.8%**

INSURANCE

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	625	540,272.32	161,079.51	379,192.81	1,704.43	291,313.73	67,055.06	2,738.61	2 1,858.20	864.44	606.71	461.72	76.1%
2020-01	624	555,465.42	155,041.15	400,424.27	1,085.44	283,072.20	84,120.47	768.65	3 2,914.81	890.17	641.71	452.41	70.5%
2020-02	635	551,607.44	166,349.01	385,258.43	819.20	282,955.62	72,579.21	1,817.43	3 0,721.83	868.67	606.71	442.74	73.0%
2020-03	598	532,155.71	169,875.59	362,280.12	969.35	271,249.19	65,842.38	1,991.56	2 6,210.76	889.89	605.82	450.26	74.3%
2020-04	477	412,880.22	141,845.86	271,034.36	236.18	195,323.27	40,166.17	871.85	3 6,180.59	865.58	568.21	407.65	71.7%
2020-05	547	483,774.57	157,950.87	325,823.70	282.20	226,300.23	47,959.23	1,998.89	5 3,280.93	884.41	595.66	410.06	68.8%
2020-06	577	509,911.44	157,792.79	352,118.65	0.20	234,668.25	34,923.38	141.39	8 2,668.21	883.73	610.26	406.46	66.6%
2020-07	593	529,283.03	171,238.35	358,044.68	20.97	231,003.61	16,496.24	438.09	110,961.95	892.55	603.79	388.81	64.4%
2020-08	606	543,660.01	151,699.25	391,960.76	8.16	214,164.62	1,186.87	94.88	176,695.99	897.13	646.80	353.25	54.6%
2020-09	640	568,588.89	105,418.62	463,170.27	2.47	172,266.67	164.45	-	290,736.68	888.42	723.70	269.17	37.2%
2020-10	616	552,939.84	64,118.18	488,821.66	8.50	104,660.12	-	-	384,153.04	897.63	793.54	169.90	21.4%
2020-11	530	459,292.16	3,174.76	456,117.40	-	2,928.70	-	-	453,188.70	866.59	860.60	5.53	0.6%
Totals	**7,068**	**6,239,831.05**	**1,605,583.94**	**4,634,247.11**	**5,137.10**	**2,509,906.21**	**430,493.46**	**10,861.35**	**1,699,571.69**	**882.83**	**655.67**	**353.57**	**53.9%**

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CLIENT NOVEMBER 2020

12 MONTH DATE OF SERVICE ANALYSIS BY PRIMARY PAYOR CATEGORY

MEDICAID

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	814	632,152.80	544,722.95	87,429.85	202.96	86,378.81	-	-	848.08	776.60	107.41	106.12	98.8%
2020-01	787	617,756.39	532,759.43	84,996.96	86.03	84,805.61	-	-	105.32	784.95	108.00	107.76	99.8%
2020-02	749	588,932.76	506,623.41	82,309.35	47.38	81,596.65	-	-	665.32	786.29	109.89	108.94	99.1%
2020-03	695	539,473.30	458,914.96	80,558.34	24.87	79,063.39	-	-	1,470.08	776.22	115.91	113.76	98.1%
2020-04	556	424,204.00	359,326.51	64,877.49	2.49	62,805.72	-	-	2,069.28	762.96	116.69	112.96	96.8%
2020-05	620	476,975.78	401,393.57	75,582.21	-	70,941.73	-	-	4,640.48	769.32	121.91	114.42	93.9%
2020-06	686	533,950.48	450,274.98	83,675.50	-	76,114.62	-	-	7,560.88	778.35	121.98	110.95	91.0%
2020-07	744	575,098.88	472,894.28	102,204.60	-	81,289.64	-	-	20,914.96	772.98	137.37	109.26	79.5%
2020-08	747	583,065.79	451,456.15	131,609.64	-	80,451.29	-	-	51,158.35	780.54	176.18	107.70	61.1%
2020-09	658	514,699.12	380,832.77	133,866.35	-	67,521.48	-	-	66,344.87	782.22	203.44	102.62	50.4%
2020-10	715	553,124.89	398,891.51	154,233.38	-	68,331.29	-	-	85,902.09	773.60	215.71	95.57	44.3%
2020-11	583	456,638.22	92,160.64	364,477.58	-	14,885.69	-	-	349,591.89	783.26	625.18	25.53	4.1%
Totals	**8,354**	**6,496,072.41**	**5,050,251.16**	**1,445,821.25**	**363.73**	**854,185.92**	**-**	**-**	**591,271.60**	**777.60**	**173.07**	**102.25**	**59.1%**

MEDICAID MCO

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	2	1,907.56	463.92	1,443.64	-	1,443.64	-	-	-	953.78	721.82	721.82	100.0%
2020-01	1	900.82	450.41	450.41	-	450.41	-	-	-	900.82	450.41	450.41	100.0%
2020-02	1	885.58	-	885.58	-	174.00	-	-	711.58	885.58	885.58	174.00	19.6%
2020-03	3	2,449.82	1,267.06	1,182.76	-	534.58	-	-	648.18	816.61	394.25	178.19	45.2%
2020-04	3	2,841.76	2,429.51	412.25	-	412.25	-	-	-	947.25	137.42	137.42	100.0%
2020-05	2	1,819.02	1,480.70	338.32	-	338.32	-	-	-	909.51	169.16	169.16	100.0%
2020-06	3	2,582.68	1,833.25	749.43	-	749.43	-	-	-	860.89	249.81	249.81	100.0%
2020-07	3	2,974.36	1,081.27	1,893.09	-	247.81	-	-	1,645.28	991.45	631.03	82.60	13.1%
2020-08	6	4,695.90	442.49	4,253.41	-	1,103.54	-	-	3,149.87	782.65	708.90	183.92	25.9%
2020-09	3	3,237.40	770.24	2,467.16	-	2,467.16	-	-	-	1,079.13	822.39	822.39	100.0%
2020-10	6	3,363.16	-	3,363.16	-	-	-	-	3,363.16	560.53	560.53	-	0.0%
2020-11	1	981.59	-	981.59	-	-	-	-	981.59	981.59	981.59	-	0.0%
Totals	**34**	**28,639.65**	**10,218.85**	**18,420.80**	**-**	**7,921.14**	**-**	**-**	**10,499.66**	**842.34**	**541.79**	**232.97**	**43.0%**

PATIENT

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	972	785,513.86	1,801.91	783,711.95	2,186.57	38,461.39	708,984.79	-	34,079.20	808.14	806.29	39.57	4.9%
2020-01	983	804,557.92	3,531.15	801,026.77	1,349.02	25,645.94	730,560.22	1.00	43,472.59	818.47	814.88	26.09	3.2%
2020-02	863	702,083.97	2,758.73	699,325.24	753.26	25,046.56	621,005.50	80.00	52,599.92	813.54	810.34	28.93	3.6%
2020-03	874	716,325.46	6,457.55	709,867.91	1,408.23	36,616.85	611,533.44	1,264.25	61,573.64	819.59	812.21	40.45	5.0%
2020-04	797	638,452.82	6,886.76	631,566.06	191.09	21,399.33	522,085.21	-	87,890.43	801.07	792.43	26.85	3.4%
2020-05	925	740,407.58	5,689.30	734,718.28	282.28	22,634.43	579,288.36	-	132,513.21	800.44	794.29	24.47	3.1%
2020-06	978	805,600.21	3,552.02	802,048.19	444.32	22,872.02	567,493.10	-	211,238.75	823.72	820.09	23.39	2.9%
2020-07	1,053	866,981.07	6,904.99	860,076.08	-	21,324.73	384,202.06	-	454,549.29	823.34	816.79	20.25	2.5%
2020-08	1,026	853,940.26	5,426.30	848,513.96	-	14,394.69	100,747.26	-	733,372.01	832.30	827.01	14.03	1.7%
2020-09	901	735,597.49	2,371.64	733,225.85	-	11,458.54	52,605.64	250.00	669,411.67	816.42	813.79	12.44	1.5%
2020-10	968	785,921.03	402.71	785,518.32	-	2,612.86	23,542.32	-	759,363.14	811.90	811.49	2.70	0.3%
2020-11	805	632,789.61	-	632,789.61	-	-	-	-	632,789.61	786.07	786.07	-	0.0%
Totals	**11,145**	**9,068,171.28**	**45,783.06**	**9,022,388.22**	**6,614.77**	**242,467.34**	**4,902,047.90**	**1,595.25**	**3,872,853.46**	**813.65**	**809.55**	**21.61**	**2.7%**

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CLIENT **NOVEMBER 2020**

12 MONTH DATE OF SERVICE ANALYSIS BY PRIMARY PAYOR CATEGORY

FACILITY

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	69	46,051.30	40,625.18	5,426.12	-	1,491.42	-	-	3,934.70	667.41	78.64	21.61	27.5%
2020-01	65	42,458.78	39,605.12	2,853.66	-	963.92	-	-	1,889.74	653.21	43.90	14.83	33.8%
2020-02	53	33,944.48	30,415.84	3,528.64	-	2,032.98	-	-	1,495.66	640.46	66.58	38.36	57.6%
2020-03	37	24,418.22	19,672.68	4,745.54	-	2,852.46	-	-	1,893.08	659.95	128.26	77.09	60.1%
2020-04	21	12,573.52	11,289.80	1,283.72	-	413.38	870.34	-	-	598.74	61.13	19.68	32.2%
2020-05	26	16,317.34	16,317.34	-	-	-	-	-	-	627.59	-	-	0.0%
2020-06	38	24,385.55	21,787.65	2,597.90	-	(77.72)	-	-	2,675.62	641.73	68.37	(2.05)	-3.0%
2020-07	28	17,987.28	16,200.16	1,787.12	-	668.14	-	-	1,118.98	642.40	63.83	23.86	37.4%
2020-08	31	18,926.40	16,970.92	1,955.48	-	-	-	-	1,955.48	610.53	63.08	-	0.0%
2020-09	23	15,142.70	12,355.70	2,787.00	-	1,094.68	-	-	1,692.32	658.38	121.17	47.59	39.3%
2020-10	17	12,185.95	10,825.31	1,360.64	-	-	-	-	1,360.64	716.82	80.04	-	0.0%
2020-11	31	21,891.20	-	21,891.20	-	-	-	-	21,891.20	706.17	706.17	-	0.0%
Totals	**439**	**286,282.72**	**236,065.70**	**50,217.02**	**-**	**9,439.26**	**870.34**	**-**	**39,907.42**	**652.12**	**114.39**	**21.50**	**18.8%**

OTHER GOVT. PAYERS

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	54	50,333.11	10,435.42	39,897.69	(13.54)	27,077.63	7,116.28	1,220.35	6,937.67	932.09	738.85	478.84	64.8%
2020-01	54	50,524.93	4,544.49	45,980.44	89.92	23,253.31	4,311.81	-	18,325.40	935.65	851.49	430.62	50.6%
2020-02	40	37,166.12	7,814.57	29,351.55	88.19	14,067.56	3,265.06	-	11,930.74	929.15	733.79	351.69	47.9%
2020-03	50	46,601.66	6,759.90	39,841.76	34.53	19,345.16	1,250.04	-	19,212.03	932.03	796.84	386.90	48.6%
2020-04	33	29,753.14	5,657.64	24,095.50	-	10,795.04	151.46	-	13,149.00	901.61	730.17	327.12	44.8%
2020-05	50	45,484.68	3,087.44	42,397.24	-	16,092.79	-	931.30	27,235.75	909.69	847.94	303.23	35.8%
2020-06	52	47,048.72	2,473.71	44,575.01	-	17,576.12	210.94	-	26,787.95	904.78	857.21	338.00	39.4%
2020-07	54	49,998.64	7,014.09	42,984.55	-	13,676.83	253.76	-	29,053.96	925.90	796.01	253.27	31.8%
2020-08	46	41,254.94	3,542.34	37,712.60	-	16,611.32	-	-	21,101.28	896.85	819.84	361.12	44.0%
2020-09	53	48,004.40	3,825.19	44,179.21	-	9,172.53	-	-	35,006.68	905.74	833.57	173.07	20.8%
2020-10	59	56,255.51	4,993.56	51,261.95	-	4,583.42	-	-	46,678.53	953.48	868.85	77.69	8.9%
2020-11	42	38,669.99	494.61	38,175.38	-	494.60	-	-	37,680.78	920.71	908.94	11.78	1.3%
Totals	**587**	**541,095.84**	**60,642.96**	**480,452.88**	**199.10**	**172,746.31**	**16,559.35**	**2,151.65**	**293,099.77**	**921.80**	**818.49**	**290.62**	**35.5%**

TPL

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2019-12	39	35,835.74	3,416.40	32,419.34	248.89	22,281.26	5,521.65	701.74	5,069.28	918.87	831.27	553.32	66.6%
2020-01	38	34,042.96	781.20	33,261.76	3.12	18,755.72	11,502.20	203.04	3,203.76	895.87	875.31	488.23	55.8%
2020-02	32	28,483.08	1,640.06	26,843.02	177.12	20,975.96	916.06	-	4,773.88	890.10	838.84	655.50	78.1%
2020-03	28	25,385.48	2,699.16	22,686.32	9.14	18,535.60	3,044.08	-	1,097.50	906.62	810.23	661.99	81.7%
2020-04	14	12,697.69	1,447.42	11,250.27	6.10	7,697.77	1,098.94	-	2,447.46	906.98	803.59	549.84	68.4%
2020-05	26	22,921.51	1,775.54	21,145.97	-	13,988.08	3,135.00	-	4,022.89	881.60	813.31	538.00	66.2%
2020-06	23	20,998.11	1,300.55	19,697.56	1.52	10,385.17	-	6.10	9,316.97	912.96	856.42	451.26	52.7%
2020-07	30	28,387.10	477.64	27,909.46	-	10,255.08	1,805.92	-	15,848.46	946.24	930.32	341.84	36.7%
2020-08	23	21,610.79	401.81	21,208.98	-	4,522.28	-	-	16,686.70	939.60	922.13	196.62	21.3%
2020-09	22	19,832.67	816.10	19,016.57	-	6,024.91	-	-	12,991.66	901.49	864.39	273.86	31.7%
2020-10	23	18,506.90	-	18,506.90	-	900.82	-	-	17,606.08	804.65	804.65	39.17	4.9%
2020-11	23	22,130.30	-	22,130.30	-	-	-	-	22,130.30	962.19	962.19	-	0.0%
Totals	**321**	**290,832.33**	**14,755.88**	**276,076.45**	**445.89**	**134,322.65**	**27,023.85**	**910.88**	**115,194.94**	**906.02**	**860.05**	**415.61**	**48.3%**

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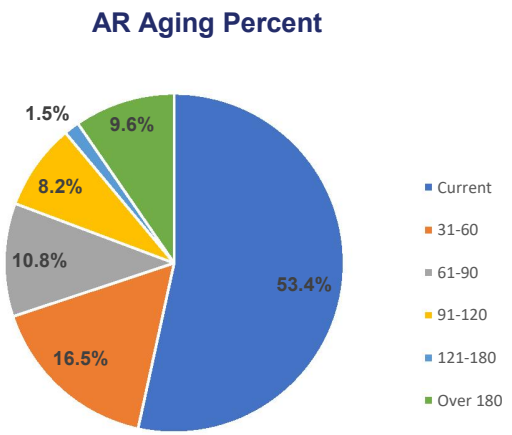
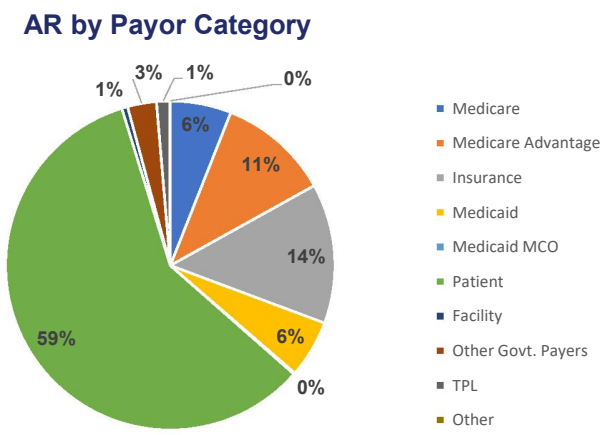
OUTSTANDING AR AGING BY PAYOR CATEGORY

AGING BY AGING DATE & CURRENT PAYOR

Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
Medicare	583,593.07	9,432.88	6,967.38	5,231.92	608.31	2,883.94	608,717.50
Medicare Advantage	939,116.23	114,729.08	27,510.71	9,345.13	6,992.37	14,548.07	1,112,241.59
Insurance	958,757.43	296,375.86	99,302.88	37,728.87	(833.72)	7,903.11	1,399,234.43
Medicaid	387,036.42	97,855.15	48,605.53	29,908.11	6,236.80	5,761.88	575,403.89
Medicaid MCO	5,320.66	4,131.10	2,582.34	1,076.76	-	-	13,110.86
Patient	2,239,334.06	1,073,442.67	867,341.37	738,055.24	129,397.12	926,208.72	5,973,779.18
Facility	24,804.38	3,782.95	5,225.00	2,917.26	4,808.45	17,153.05	58,691.09
Other Govt. Payers	185,004.40	55,146.85	37,492.22	9,037.01	(1,172.64)	2,716.18	288,224.02
TPL	107,653.17	19,416.58	3,277.21	2,951.76	1,749.82	(975.23)	134,073.31
Other	(3,267.69)	-	-	-	-	-	(3,267.69)
Total	**5,427,352.13**	**1,674,313.12**	**1,098,304.64**	**836,252.06**	**147,786.51**	**976,199.72**	**10,160,208.18**





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ACCOUNTS RECEIVABLE RECONCILIATION REPORT

For Account Period Ending: November 30, 2020

Month	Beginning A/R	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Ending A/R
2020-01	10,194,366.17	3,927,941.46	1,900,926.66	2,027,014.80	14,941.31	1,313,853.46	930,203.40	(3,594.60)	9,965,977.40
2020-02	9,965,977.40	3,938,512.10	1,751,167.66	2,187,344.44	11,548.77	1,224,081.19	879,431.38	(8,981.30)	10,047,241.80
2020-03	10,047,241.80	3,270,352.38	1,777,132.96	1,493,219.42	11,588.98	1,517,481.16	418,946.92	(4,014.21)	9,596,458.37
2020-04	9,596,458.37	2,917,117.96	1,512,767.03	1,404,350.93	10,709.82	1,247,019.39	604,836.91	(9,246.93)	9,147,490.11
2020-05	9,147,490.11	3,204,673.70	1,292,727.88	1,911,945.82	13,761.39	1,051,295.84	835,751.98	(9,614.82)	9,168,241.54
2020-06	9,168,241.54	3,429,246.53	1,440,703.34	1,988,543.19	13,775.13	1,207,008.94	816,904.08	(14,787.73)	9,133,884.31
2020-07	9,133,884.31	4,003,533.45	1,714,859.15	2,288,674.30	12,954.40	1,313,061.31	604,659.01	(12,575.88)	9,504,459.77
2020-08	9,504,459.77	3,713,369.30	1,436,891.14	2,276,478.16	14,962.52	1,207,315.33	814,557.81	(11,131.77)	9,755,234.04
2020-09	9,755,234.04	3,814,419.88	1,648,131.11	2,166,288.77	15,353.60	1,236,119.17	721,198.65	(12,158.04)	9,961,009.43
2020-10	9,961,009.43	3,669,435.07	1,529,566.30	2,139,868.77	14,581.59	1,206,889.12	778,095.37	(5,226.22)	10,106,538.34
2020-11	10,106,538.34	3,510,325.86	1,513,847.17	1,996,478.69	7,249.42	1,183,501.35	757,928.98	(5,870.90)	10,160,208.18
FY Total	**10,194,366.17**	**39,398,927.69**	**17,518,720.40**	**21,880,207.29**	**141,426.93**	**13,707,626.26**	**8,162,514.49**	**(97,202.40)**	**10,160,208.18**

EMS|MC

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Invoice Samples

EMS|MC

EMS MANAGEMENT & CONSULTANTS

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

FEDERAL TAX ID:

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109808**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

You have agreed to make a payment, due every 30 days, of $50.00 on the balance listed.

Please make your payment of $50.00 within 30 days to avoid further action. You may submit your payment using any of the contact options listed in the "Need to provide insurance or make a payment?" section.

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa□ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$50.00**
Outstanding Balance:		$444.40

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. **A8**

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-109808
AMOUNT DUE:	**$50.00**
AMOUNT ENCLOSED:	**$_____**

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET 7.241 June 10, 2025
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ACTION REQUIRED

FEDERAL TAX ID:

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-1098903**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

WE DO NOT HAVE YOUR INSURANCE ON FILE

Please provide your insurance using any of the contact options listed in the "Need to provide insurance or make a payment?" section. If you do not have insurance, you are responsible for the amount due.

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Before Insurance:		**$444.40**

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A3

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-1098903
AMOUNT DUE:	**$444.40**
AMOUNT ENCLOSED:	**$_____**

ELECTRONIC SERVICE REQUESTED

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET 7.242 June 10, 2025
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

PAST DUE TIME PAYMENT

4 8

FEDERAL TAX ID:

We have not received your agreed upon payment of $50.00 on the balance due for this claim within the allotted 30 day period. We request that you pay the full balance to avoid further collection proceedings which could adversely affect your credit rating.

If we do not receive any response within 15 days of the statement date of this letter, we will consider further action. You may submit your payment using any of the contact options listed in the "Need to provide insurance or make a payment?" section.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109809**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa□ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$50.00**
Outstanding Balance:		$444.40

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A9

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-109809
PAST DUE AMOUNT:	**$50.00**
AMOUNT ENCLOSED:	**$_____**

ELECTRONIC SERVICE REQUESTED

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET 7.243 June 10, 2025
Incident Number: 1

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

PAYMENT REQUIRED
30 DAYS PAST DUE

85

FEDERAL TAX ID:

The balance listed is past due. You are responsible for the remaining balance unless you have additional insurance.

Your ambulance services claim has been processed or is not covered by your insurance company leaving the outstanding balance listed below. The balance remaining is a result of one of the following reasons from your insurance company:

- Charges not covered by your plan
- co-pay, deductible or denial
- payment was made directly to you

Please contact your insurance company directly if you have any questions regarding how your claim was processed. If you would like to provide additional insurance information or make a payment, you may do so using any of the contact options listed in the "Need to provide insurance or make a payment?" insert.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109814**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$444.40**

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A14

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-109814
PAST DUE AMOUNT:	**$444.40**
AMOUNT ENCLOSED:	**$_____**

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET 7.244 June 10, 2025
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Immediate Action Required

FEDERAL TAX ID: 5

This notice is being sent to you regarding your overdue amount for ambulance services. According to our records, we have filed all appropriate claims with your insurance company (if applicable). The balance shown is now past due and is your responsibility. We request that you pay this amount in full to avoid further collection proceedings which could adversely affect your credit rating. If you have recently paid this bill, please disregard this notice.

If you are unable to pay the remaining balance, you may be eligible for a reasonable payment plan if you contact us immediately.

If we do not receive any response from you within 15 days of the statement date on this letter, we will consider further action that may impact your credit rating. Such collection actions may include associating with collection towards delinquent accounts WHERE applicable, unpaid invoices may be submitted to the state's Tax Garnishment Program to recover delinquent debts. Once your account has been submitted for additional collection efforts, we are unable to stop the collection proceedings. Please pay now to avoid a negative impact on your credit rating, as well as fees, penalties and interest. Thank you for your prompt attention to this important matter.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-1098902**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Upon Receipt:		**$444.40**

PAYMENT DUE
FINAL NOTICE

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. A2

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-1098902
PAST DUE AMOUNT:	**$444.40**
AMOUNT ENCLOSED:	**$_____**

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET 7.245 June 10, 2025
Incident Number:

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

SIGNATURE REQUEST FORM

87

FEDERAL TAX ID:

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-109872**

NEED TO CONTACT US:

ONLINE: www.emsbilling.com/patient
BY MAIL: Complete the below form and return in the envlosed envelope.
BY PHONE: Call us at 1(800) 814-5339 for questions regarding your account Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Dear MICKEY M MOUSE:

On the date of service listed, ambulance services were provided to you. We must have your signature in order to submit a claim on your behalf. If you are unable to sign, a representative such as a family member, guardian or other person who arranges for your care, or handles your affairs may sign. The request for authorization to submit a claim in no way represents a guarantee of claim submission or payment by your insurer.

For your convenience, visit www.emsbilling.com/patient to provide your signature electronically.

SIGNATURE REQUIRED IN ORDER TO FILE AMBULANCE CLAIM

PATIENT SIGNATURE STATEMENT

I authorize the submission of a claim for payment to Medicare, Medicaid, or any other payor for any services provided to me in the past, present or in the future, until such time as I revoke this authorization in writing. I understand that I am financially responsible for the services and supplies provided to me, regardless of my insurance coverage and in some cases, may be responsible for an amount in addition to that which was paid by my insurance. I agree to immediately remit any payments that I receive directly from insurance or any source whatsoever for the services provided to me and I assign all rights to such payments. I authorize the agency to appeal payment denials or other adverse decisions on my behalf. I authorize and direct any holder of medical, insurance billing or other relevant information about me to release such information and its billing agents, the Centers for Medicare and Medicaid Services, and/or any other payers or insurers, and their respective agents or contractors, as may be necessary to determine these or other benefits payable for any services provided to me, now, in the past, or in the future. I also authorize to obtain medical insurance, billing and other relevant information about me from any party, database or other source that maintains such information.

PATIENT SIGNATURE | DATE

OR

PATIENT REPRESENTATIVE

- ☐ Patient Legal Guardian
- ☐ Person receiving governmental benefits on behalf of patient
- ☐ Person who arranges for patient's treatment or exercises other responsibilities for their affairs
- ☐ Representative of a medical facility that provides other care, services or assistance to the patient

REPRESENTATIVE NAME | REPRESENTATIVE SIGNATURE | DATE

B72

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

ELECTRONIC SERVICE REQUESTED

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET 7.246 June 10, 2025
Incident Number:

In_order__to_file_health__insurance___on_your_behalf,__your_signature__is_REQUIRED.

I request that payment of authorized Medicare, Medicaid, or any other insurance benefits be made on my behalf to the EMS provider for any services provided to me now, in the past, or in the future. I understand that I am financially responsible for the services provided to me regardless of my insurance coverage and in some cases, may be for an amount in addition to that which was paid by my insurance. I agree to immediately remit any payments that I receive directly from insurance or any source whatsoever for the services provided to me and I assign all rights to such payments to the EMS provider. I authorize the EMS provider to appeal payment denials or other adverse decisions on my behalf without further authorizations. I authorize and direct any holder of medical information or documentation about me to release such information to the EMS provider, and its billing agents, and/or the Centers for Medicare & Medicaid Services and its carriers and agents, and/or any other payers or insurers as may be necessary to determine these or other benefits payable for any services provided to me now or in the future. A copy of this form is as valid as an original.

Please visit us online at www.emsbilling.com/patient to sign electronically.

Patient signature: _____ Date: _____

Patient Representative: If the patient is unable to sign, please complete the section below. If the reason the patient is unable to sign is not listed below, the patient will remain responsible for the full balance. Please note, the Patient Representative is not financially liable for services rendered to the patient.

Unable to sign because (REQUIRED): _____

I am signing on behalf of the patient to authorize submission of the claim. By signing below, I acknowledge that I am one of the authorized signers listed below.

- ☐ Patient Legal Guardian
- ☐ Person receiving governmental benefits on behalf of patient
- ☐ Person who arranges for patient's treatment or exercises other responsibilities for their affairs
- ☐ Representative of a medical facility that provides other care, services or assistance to the patient

Representative Name _____ Representative Signature _____

Contact Phone # _____ Date _____

INSURANCE INFORMATION

TYPE: ☐ MEDICARE ☐ MEDICAID ☐ INSURANCE

NAME _____

NAME OF INSURED/GUARANTOR

POLICY HOLDER _____

POLICY HOLDER'S

SOCIAL SECURITY # _____

INSURANCE POLICY # _____

GROUP # _____

ANY ADDITIONAL INSURANCE

TYPE: ☐ MEDICARE ☐ MEDICAID ☐ INSURANCE

NAME _____

NAME OF INSURED/GUARANTOR

POLICY HOLDER _____

POLICY HOLDER'S

SOCIAL SECURITY # _____

INSURANCE POLICY # _____

GROUP # _____

THIRD PARTY LIABILITY INSURANCE

IF ACCIDENT RELATED, WHAT TYPE OF INSURANCE ARE YOU PROVIDING ?

☐ WORKERS COMPENSATION ☐ AUTO ☐ OTHER INSURANCE

NAME OF INSURED/ POLICY HOLDER _____

CASE/CLAIM NUMBER # _____

EMPLOYER'S NAME AND ADDRESS _____

CLAIM MAILING ADDRESS _____

POLICY HOLDER'S DATE OF BIRTH _____

POLICY HOLDER'S EMPLOYER (IF APPLICABLE) _____

EMPLOYER'S TELEPHONE # _____

INSURANCE CO. TELEPHONE # _____

Need to make a payment?

Credit card or check (ACH) payments can be made at www.emsbilling.com/patient or by calling 1 (800) 814-5339. Payments made via our website will provide a confirmation number and option to receive the confirmation by email. Credit card payments returned by mail will not be processed.

There is a flat $5.00 convenience fee applied to each credit card transaction. To avoid this fee, please pay by check (online/mailed) or money order.

EMS MANAGEMENT & CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

SIGNATURE AND INSURANCE REQUEST FORM

FEDERAL TAX ID:

Our records indicate that the ambulance services provided were the result of an accident and may be covered by a third party such as workers' compensation, automobile or some other type of liability insurance.

In these cases, third party liability insurance is considered the primary payer and therefore will be filed first.

Please provide the associated third-party liability/motor vehicle insurance as well as your health insurance. In order to file to your insurance, we will need your signature.

Please see the "Need to provide insurance or make a payment?" section for how you can provide us this information by mail or online at our patient portal.

Account Details

Statement Date:	10/02/2020
Date of Service:	01/17/2020
Run Number:	**20-1098910**

Bill To:	MICKEY M MOUSE
Patient Name:	MICKEY M MOUSE
Origin:	123 TEST ST MORGANTON NC 27023
Destination:	CAROLINAS HEALTHCARE SYSTEM-BLUE RIDGE

NEED TO PROVIDE INSURANCE OR MAKE A PAYMENT?

ONLINE: www.emsbilling.com/patient

BY MAIL: Complete the reverse side of this statement and return or send check/money order and include the lower portion. An enclosed envelope has been provided for your convenience.

BY PHONE: Call 1(800) 814-5339 Monday through Friday 8 am to 6 pm EST.

Para asistencia en espa ol, por favor llame a sevicio al cliente al 1(800) 814-5339.

Account Activity

Description	Quantity	Total
BLS Emergency Transport	1	$415.00
Mileage	2.8	$29.40
Total Charges:		**$444.40**
Amount Due Before Insurance:		**$444.40**

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT. **A10**

PATIENT / GUARANTOR NAME: MICKEY M MOUSE

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

STATEMENT DATE:	10/02/2020
DATE OF SERVICE:	01/17/2020
RUN NUMBER:	20-1098910
AMOUNT DUE:	**$444.40**
AMOUNT ENCLOSED:	**$_____**

ELECTRONIC SERVICE REQUESTED

We accept the following for payment (see reverse side):

VISA MasterCard DISCOVER

PLEASE MAKE CHECK OR MONEY ORDER PAYBLE TO:

MICKEY M MOUSE
2540 EMPIRE DR
WINSTON SALEM NC 27103-6796

EMS MANAGEMENT AND CONSULTANTS
PO BOX 863
LEWISVILLE NC 27023-0309

Federal Tax ID: PACKET
Incident Number:

Call Type / Scenario	Script / Suggested Verbiage
Outbound Insurance Call Answered	Hello this message is for "patient name". This is EMSMC calling on behalf of "ambulance provider". This call is concerning your ambulance trip, our records indicate there is no insurance information on file for this trip. If you have any insurance that you would like to provide, you can press 1 now to speak with our Customer Service Department, or you may reach them by calling at 800-849-5603 during the hours of 8AM to 8PM, Monday through Friday. You may also provide your insurance information through our patient portal by visiting our website at emsmc.com/patient. Thank you.
Outbound Insurance Call Voicemail Received	Hello this message is for "patient name". This is EMSMC calling on behalf of "ambulance provider". This call is concerning your ambulance trip, our records indicate there is no insurance information on file for this trip. If you have any insurance that you would like to provide, please call at 800-849-5603 during the hours of 8AM to 8PM, Monday through Friday. You may also provide your insurance information through our patient portal by visiting our website at emsmc.com/patient. Thank you.
Outbound Pre-Collections Call Answered	Hello, this message is for "patient name". This is EMSMC calling on behalf of "ambulance provider". The reason for this call is to inform you of your outstanding balance is severely past due. To prevent further collection and any negative impacts to your credit report, payment is expected at this time. We accept Visa, Discover and MasterCard for your payment convenience. If you would like to speak with our Customer Service Department, press 1 now or we can be reached by calling at 800-849-5603 during the hours of 8AM to 8PM, Monday through Friday. You may also may a payment through our patient portal by visiting our website at emsmc.com/patient. Please note, if payment arrangements have not been made or payment in full received by "date", your account will be turned over to a debt collecting agency and your credit score could be negatively impacted. Thank you.
Outbound Pre-Collections Call Voicemail Received	Hello, this message is for "patient name". This is EMSMC calling on behalf of "ambulance provider". The reason for this call is to inform you of your outstanding balance is severely past due. To prevent further collection and any negative impacts to your credit report, payment is expected at this time. We accept Visa, Discover and MasterCard for your payment convenience. If you would like to speak with our Customer Service Department, please call at 800-849-5603 during the hours of 8AM to 8PM, Monday through Friday. You may also may a payment through our patient portal by visiting our website at emsmc.com/patient. Please note, if payment arrangements have not been made or payment in full received by "date", your account will be turned over to a debt collecting agency and your credit score could be negatively impacted. Thank you.
Bankruptcy Workflow	Hello, my name is _____ and I'm calling on behalf of (client's name) on a recorded line. I am calling to inquire about a bankruptcy notice we received in our office in which we are unable to locate an open account. Would you be able to provide us with some additional information, such as run #, DOB, dependent names, or mailing address?
Bankruptcy Workflow - Voicemail	Hello, my name is _____ and I'm calling on behalf of (client's name). I am calling to inquire about a bankruptcy notice received at our office for which we are unable to locate an open account. If you could provide us with any patient information, such as run #, DOB, dependent names, or mailing address, please call us at 800-849-5603, ext. 315. We are open Monday through Friday from 8AM to 8PM, EST. Please reference document ID#:_____.
Estates Outreach	Hello, my name is _____ and I am calling with EMS|MC on a recorded line. I am calling to inquire if there is an open estate for a deceased patient.
Estates Outreach - Voicemail	Hello, my name is _____ and I am calling on behalf of (client's name). I am calling to inquire about the status of an open estate on a deceased patient. If you can provide any information, please reach out to us via email at estatesgroup@emsmc.com and reference document ID# _____.
Payment Plan Terms	You will receive a new invoice within 7-10 business days, your first payment of "Amount Agreed" is not due until 30 days from today. So, your first payment of "Agreed amount" is not due until "Please advise the patient 30 days from today's date MM/DD/YYYY". Every time you make a payment, we will send out an updated statement in the mail, but if for some reason "Mr/Mrs" you do not receive a statement, you are still required to make the agreed payment

	of "Agreed Amount" to avoid your account from being forwarded over to collections, do you agree with those terms?
Ghost Call	Caller can you hear me? Caller, please disconnect and call back at 800-849-5603 for further assistance. Due to no response I will be disconnecting.
Explanation of trip total bill	Billed charges are comprised of a Base Rate and a Mileage Rate. The Base Rate is dependent on the level of service provided (or the EMT's certification level) plus a charge per mile transported. The charges cover the ambulance, equipment, personnel and care given to the patient.
Not Medically Necessary	Medicare guidelines does not cover ambulance transports if it appears the patient could have traveled to the hospital by any means other than an ambulance. Based on the information from the ambulance transport, it appears the patient could have gotten to the hospital by other means. If you believe the patient could not have traveled by other means, it is within your rights to appeal directly to Medicare. I can send a HIPAA release form with instructions to appeal to Medicare to you. In the meantime, we cannot hold the trip, and you may need to setup monthly payments.
Insurance Rep or Patient Questioning Allowable Amount	The allowable amount only refers to what the patient's specific plan will pay for a particular service based on their policy and does not reduce the overall cost of the service when the insurance is out of network.
Insurance Out of Network	Your insurance and the EMS provider are not in network with one another. However, we understand you were unable to pick an ambulance service who is in network during the time of service, as this was an emergency. You may choose to call your insurance to explain the emergent nature of the incident, and the reason you were unable to select a provider who was in network. The insurance provider may be able to reprocess claims as out of network and pay an additional amount.
Waiver of Liability	Our records indicate we are not in-network however this claim was processed as in-network. Due to the emergent nature of this transport, the patient was unable to choose an in-network provider as can be the case with ground ambulance transports. We do not sign waiver of liability when claims are underpaid due to being incorrectly processed as in-network, or when they are denied. Instead, the claim should be re-processed as out-of-network. Otherwise, the current balance will remain the patient's responsibility.
Coordination of Benefits	It appears your insurance denied this claim, stating they are not the primary payor. To properly bill the claim to your insurance, we need to update your coordination of benefits. Please contact your insurance carriers and work with them to determine who should be billed as primary, who should be billed as secondary, and so on. Once the coordination of benefits has been updated, please contact us to let us know in what order the payors should be billed and we will file the claim accordingly.

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the 10th day of June , 2025, by and between City of Midland hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of

protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. <u>OBLIGATIONS OF COVERED ENTITY</u>

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties**. Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival**. The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment**. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor**. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances**. The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information**. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement**. This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:	**Covered Entity:**
EMS Management & Consultants, Inc.	**City of Midland**
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

[redacted]

[redacted]

[redacted]

[redacted]

[redacted] n these specified

25004253

Ambulance/ EMS Debt Collection

Addendum # 1

The following is provided as a matter of clarification for all bidders:

Has the current contract gone full term?
Yes

Have all options to extend the current contract been exercised?
No defined 3 of options on the original contract from 2004. Auto-renewed unless either party gives 60-day notice at any time.

Who is the incumbent, and how long has the incumbent been providing the requested services?
Midland Health – since 2004

How are fees currently being billed by any incumbent(s), by category, and at what rates?
8%

What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
FY24 - $288,000

Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring secondary placements? If so, should bidders provide proposed fees for secondary placements also?
All accounts referred under this RFP will be primary placements only. The selected vendor will be responsible for initial billing and account management related to EMS services. Accounts that become delinquent will not be retained by the billing vendor but will instead be referred to the City's existing contracted collection agency. Therefore, bidders do not need to provide proposed fees for secondary placements.

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What is the total dollar value of accounts available for placement now by category, including any backlog?
Unknown

What is the total number of accounts available for placement now by category, including any backlog?
Unknown

What is the average balance of accounts by category?
Unknown

What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?
Unknown

What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?
Unknown

What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?
Unknown

What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?
This metric has not been consistently tracked. One goal of this RFP is to engage a vendor who can help capture and report this information going forward.

Can you please indicate what inbound and outbound contact methods, beyond phone calls or letters (such as email and text), would be permitted by the scope of work?
Would be discussed with the potential vendor during final contract negotiations.

******Note this section accuracy is not validated – Having a vendor that helps us track and report these items is one of the reasons for this RFP ******

What were your annual gross charges last year or for the last 12 months?
Our annual gross charges for the last 12 months total $8,670,045.80.

What were your annual total adjustments for last year or for the last 12 months?
Annual Total Adjustments: $4,801,395.10

What were your annual contractual allowance write offs for last year or for the last 12 months?

Annual Contractual Allowances: $3,433,122.11

What were your annual gross collections last year or for the last 12 months?

Annual Gross Collections: $4,592,728.36

What are your advanced life support emergency level 1 charges?

$750

What are your advanced life support emergency level 2 charges?

$850

What are your basic life support emergency charges?

$650

What are your specialty care transport charges?

N/A

What are your treatment without transport charges?

$0

What is your average per-trip charge?

Unknown

When were the last changes to your transport rates, and are you considering raising any of the rates currently charged?

2021 – New vendor will help us assess any need for rate changes

Are there any other charges you assess not otherwise covered by our questions?

$10 per transported mile/fractional

What percentage of your patients are residents versus non-residents, and do you charge the two groups differently?

90/10 – no difference

Do you operate any shared services agreements with any other municipal or county governments in the region and, if so, with whom?

We are the sole provider for the City and by contract for the whole county.

What were your transports per year for advanced life support for last year or for the last 12 months?

1/1/2024 – 12/31/2024 Total advanced life support transports are 5.56K

What were your transports per year for advanced life support emergency level 1 for last year or for the last 12 months?

1/1/2024 – 12/31/2024 Total advanced life support Level 1 transports are 1.69K

What were your transports per year for advanced life support emergency level 2 for last year or for the last 12 months?

1/1/2024 – 12/31/2024 Total advanced life support Level 2 transports are 189

What were your transports per year for basic life support for last year or for the last 12 months?

1/1/2024 – 12/31/2024 Total basic life support transports are 3.26K

What were your transports per year for basic life support emergency for last year or for the last 12 months?

1/1/2024 – 12/31/2024 Total basic life support emergency transports are 931

What were your transports per year for specialty care transport for last year or for the last 12 months?

1/1/2024 – 12/31/2024 Total Specialty care transports are 0.

What were your transports per year for treatment without transport for last year or for the last 12 months?

1/1/2024 – 12/31/2024 Treatment without transport is 5,173

What is your payer mix expressed as percentages of 100% billed?

Payor	Charges YTD	% of Total Charges
Patient	$1,887,617.00	21.78%
Workers Compensation	$88,838.00	1.02%
Medicare	$3,714,400.00	42.83%
Medicaid	$664,163.00	7.66%
Commercial Insurance	$681,882.00	7.86%
Blue Cross & Blue Shield	$1,072,489.80	12.37%
Champus	$142,293.00	1.64%
Liability	$383,916.00	4.43%
Institutional	$27,889.00	0.32%
State/Federal	$4,818.00	0.06%
Charity	$1,740.00	0.02%

What is your payer remit mix expressed as percentages of 100% of what you typically receive?

Payor	YTD Payments	% of Total Payments
Patient	$840,961.34	18.30%
Workers Compensation	$72,136.08	1.57%
Medicare	$1,898,927.23	41.31%
Medicaid	$468,655.49	10.19%
Commercial Insurance	$462,063.04	10.05%
Blue Cross & Blue Shield	$583,792.08	12.70%
Champus	$112,814.71	2.46%
Liability	$105,999.84	2.31%
Institutional	$51,099.54	1.11%
State/Federal	$2,371.13	0.05%

How many total transport vehicles do you now operate?
8 Frontline and 5 reserves

What is your average loaded miles per trip?

Agency Login Id	Total Loaded Mileage	Total Incidents	Average Loaded Miles	Details
MIDLAND	47,329.40	11034	4.19	11304 Rows

What is your average revenue per call?
$220per call based on 21,000 calls

Do you have a lockbox provider and, if so, which provider?
Yes, Wells Fargo

If you have a lockbox provider, will that provider remain in place as a result of this procurement?
Yes

Which local hospitals or care facilities typically receive most of your patients?
Midland Health (formerly Midland Memorial Hospital)

Please reconfirm the due date for this procurement by providing it in response to answers to questions.

See page 1 and 2 of the RFP

What is the date by which you will answer these questions?

To be determined

Why has this bid been released at this time?

See Item 1.1 on page 3 of the RFP

If there was a previous solicitation for these services, what was its title, number, release date, and due date?

N/A

When is the anticipated award date?

See page 2 of the RFP

Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?

At this time there are no your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses.

When is the anticipated contract start date?

To be determined

Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

Please use provided proposal sheet for pricing.

Note: *Several metrics are not currently tracked in detail due to the age of the existing contract and reporting limitations. A key reason for issuing this RFP is to modernize our EMS billing process and obtain improved data reporting capabilities from a qualified vendor.*

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

	April 15, 2025
Bidder Authorized Signature	Date

25004253

Ambulance/ EMS Debt Collection

Addendum # 2

The following is provided as a matter of clarification for all bidders:

Q1: On page 6 there is a note regarding several metrics are not currently tracked in detail due to the age of the existing contract and reporting limitations. Do you mind sharing what metrics or reports you are not receiving?

A1: Cost per transport, Cost per call, are examples that we would like reported.

Q2: Does your agency currently have a merchant account established with a credit card processing solution?

a. Will the proposing vendor be responsible for the credit card processing fees?

A2: No – the City prefers CC fees to be pushed to the user

Q3: Will the billing vendor be required to mail Notice of Privacy Practices to transported patients?

A3:

Q4: How does the City currently handle accounts that are identified as bad debt or uncollectible?

Q4: City has a contracted 3rd party for debt collection. All accounts that reach this status will be turned over to this agency.

Q5: The RFP indicated that the department may perform non-emergency transports, can you please provide further feedback on the types of non-emergency transports that you perform (dialysis, hospital procedures, hospital or nursing home discharge, physical therapy, etc.)?

Q5: We occasionally, very rare, transport patients from Midland Health to Medical Center in Odessa. It has to be approved from the Chief's office and the facility has to prove they have contacted all local non-emergent transport options.

Q6: Does your agency charge for any supplemental fees, such as oxygen, backboards, etc.?

a. If so, please provide the list and associated rates.

A6: Not at this time, but will be working with the chosen vendor to discuss items.

Q7: What fire responses is the current vendor billing for?

a. Can the City provide the associated fee schedule for Fire billings?

A7: We do not currently bill for fire related events. It is something we have been tasked with starting and will work with the chosen vendor to start this process.

Q8: What are the total charges for fire billing last fiscal year?

A8: 0$

Q9: What are the total receipts for fire billing in the last fiscal or calendar year?

A9: 0$

Q10: What is the current vendor's fee for Fire billing?

A10: 0$

Q11: The RFP indicates the City charges the same transport fees for residents' vs non-residents; are there any resident policies the City has in place that would be necessary for the proposer to take into consideration?

A11: No

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

	April 15, 2025
Bidder Authorized Signature	Date

City Council Meeting

Item Number: 8

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **MOTION AUTHORIZING THE EXECUTION OF A MASTER INTERLOCAL AGREEMENT WITH 791 PURCHASING COOPERATIVE; SAID AGREEMENT PROVIDING FOR COOPERATIVE PURCHASING SERVICES THROUGH THE PROGRAMS ADMINISTERED BY 791 PURCHASING COOPERATIVE (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Motion authorizing the execution of a Interlocal Agreement with 791 Purchasing Cooperative (“791 COOP”); said agreement providing for cooperative purchasing services through the cooperative purchasing programs administered by 791 Purchasing Cooperative (“791 COOP”).

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Please consider approval of a motion authorizing the City of Midland to participate in the 791 Purchasing Cooperative (“791 COOP”). Texas Local Government Code 271.102 provides that a local government may participate in a cooperative purchasing program with a local

cooperative organization of the state of Texas or another state. 791 Purchasing Cooperative ("791 COOP") will facilitate compliance with state procurement requirements, identify qualified vendors of commodities, goods and services, and provide the City with various potential economies by increasing buying power. Please see the attached memo from Dr. Steven Sierra Alcabes, Process Improvement Manager III, for additional information.

Morris Williams Jr.

City Manager's Office

MEMORANDUM FOR RECORD
Date: May 29, 2025
Subject: Support for Partnering with the 791 Purchasing Cooperative

1 | Purpose

At your request, this memo summarizes why the City of Midland should execute an interlocal membership agreement with the 791 Purchasing Cooperative ("791 Co-op") and outlines the steps required to implement the partnership.

2 | What Is 791 Co-op?

791 Co-op is a Texas-led, national governmental purchasing cooperative sponsored by Region 15 ESC and the Central Texas Council of Governments. It competitively solicits and awards contracts that any public agency may "piggy-back" on, satisfying state and federal competitive-bidding requirements while leveraging aggregated buying power.
791coop.orggovconnection.com

3 | Why Join?

Benefit	Detail
No cost to join	Texas entities enroll online by signing a one-page interlocal agreement—no dues, fees, or quotas.
5–20 % price savings	791's volume discounts routinely outperform stand-alone bids, freeing funds for core services.
Time & staff efficiency	Using pre-bid contracts eliminates weeks of advertising, evaluation, and council cycles for each purchase.
Statutory compliance	Membership meets Texas Govt. Code Ch. 791 and Local Govt. Code §252 competitive-procurement rules; purchases > $50 k for construction still require written certification per §791.011(j).
Immediate projects	Water Company of America (WCA) proposed services under Contract #791202409008 (Utility Billing & Metering Consulting). Joining 791 lets us contract directly instead of using a proxy vendor, saving an estimated 3–4 weeks.
Broader vendor menu	791's catalog complements—rather than duplicates—our current TIPS and OMNIA memberships, adding sectors such as job-order contracting (JOC), fleet electrification, and technology solutions.

4 | Fiscal Impact

- **Zero membership cost**; future spending occurs only when a City department issues a purchase order against a 791 contract.
- Competitive pricing plus faster procurement reduces soft costs and is projected to save 5-20 % on eligible purchases.

5 | Implementation Steps

1. **Legal review** — City Attorney signs off on the standard 791 Interlocal Agreement.
2. **Council action** — Approve resolution authorizing the City Manager to execute the agreement (historically handled on the consent agenda).
3. **Execute agreement & file** — Submit signed copy to 791; file with City Secretary.
4. **Project launch** — Issue a work order to WCA under Contract #791202409008 for the revenue-recovery audit; Purchasing references the contract number on the PO to complete compliance documentation.

6 | Recommendation

Given the absence of membership fees, proven cost savings, and the immediate need to engage WCA through proposed Contract #791202409008, I recommend that the City authorize partnership with the 791 Purchasing Cooperative at the earliest council meeting and direct Purchasing to incorporate 791 into our cooperative-buying toolkit.

Please let me know if you would like additional analysis or a draft council resolution.

Prepared by:
Dr. Steven Sierra Alcabes
Process Improvement Manager III
(432) 685-7318 | ssierraalcabes@midlandtexas.gov

MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement ("Agreement") is made by and between 791 Purchasing Cooperative ("791 COOP") and City of Midland, Texas ("End User"), (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respective authorized officers, agents, and/or employees.

PURPOSE

WHEREAS, the federal, state, and territorial governments of the United States of America have expressly authorized and encouraged the use of cooperative purchasing agreements to increase quality and efficiency in purchasing for public, publicly funded, and other legally authorized entities; and

WHEREAS, 791 Purchasing Cooperative LLC through its purchasing cooperative named 791 Purchasing Cooperative (791 COOP) is committed to providing cooperative purchasing contracts with lead public agencies to eligible organizations, including, but not limited to, public and private K12 schools, cities, counties, institutions of higher education, and other eligible units of government ("Authorized Users") in all states in order to increase quality and efficiency in purchasing; and

WHEREAS, 791 COOP is authorized to contract with the End User entity through Chapter 791 of the Texas Government Code, Chapter 252, 262, and 2269 of the Texas Government Code, Chapter 44 of the Texas Education Code, and other relevant federal and state laws to provide goods and service through legally compliant mechanisms; and

WHEREAS, The Parties wish to enter into this Agreement to maximize spending power of End User entity and provide increased efficiency in the sourcing and purchase of goods and services; and

WHEREAS, the governing bodies of the Parties, individually and corporately do hereby adopt and find the foregoing promises as findings of said Authorized Users; and

NOW, THEREFORE, premises considered, and in consideration of and conditional upon the mutual covenants and agreements herein, the Parties herein mutually agree as follows:

AGREEMENT

1. **Term:** This Agreement is effective for ten (10) years from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.

2. **Permissions**: This Agreement shall: (1) Allow Authorized User/End User entities to purchase goods and services by purchase order, contract, agreement, or other legally permitted mechanisms through 791 COOP's competitively awarded vendor list; (2) allow the Authorized User to access 791 COOP's cooperative contracts to purchase products or services from vendors which have been awarded contracts through statutorily authorized methods; and (3) allow the Authorized User/End User entities to access 791 COOP subject matter expertise to facilitate best practices in sourcing and procurement.

3. **Relationship**: The relationship between the Parties is that of the Independent Contractor. Neither Party has the authority to bind the other in any manner beyond the terms of this Agreement. The

End User entity may be required to enter into subsequent contractual arrangements with 791 COOP to ensure pricing, standards, and compliance, and for specific products or services.

4. **Confidentiality and Safeguarding:** To the extent permitted and/or required by laws of Authorized User's operation's jurisdiction, proprietary information and intellectual property of 791 COOP will be shielded from public inquiry without the prior written consent of 791 COOP.

5. **Venue and Governing Law**: The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and the venue shall be exclusively in Bexar County, Texas.

_____|_____
Jeffrey Shokrian, CEO Date
791 Purchasing Cooperative

_____|_____ 07/11/2025
Authorized User Representative Date Governing Body Approval Date

City of Midland, Texas
Entity Name

300 North Loraine, Midland, Texas 79702
Entity Address (Principal Office)

432-685-7234
Entity Contact Telephone Number

purchasing@midlandtexas.gov
Entity Contact E-mail Address

City Council Meeting

Item Number: 9

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Sara Harris,

Subject: **MOTION APPROVING A CONSENT AND AMENDMENT AGREEMENT REGARDING (I) THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT DATED NOVEMBER 13, 2018, (II) THAT CERTAIN SUBLEASE AGREEMENT DATED NOVEMBER 13, 2018, AND (III) THAT CERTAIN SECURITY AGREEMENT DATED NOVEMBER 13, 2018, ALL BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND AST & SCIENCE LLC (DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on May 5, 2025 a resolution authorizing the Chairman to negotiate and execute a consent and amendment agreement regarding (i) that certain Economic Development Agreement dated November 13, 2018, (ii) that certain Sublease Agreement dated November 13, 2018, and (iii) that certain Security Agreement dated November 13, 2018, all between the Midland Development Corporation and AST & Science LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

This consent and amendment agreement allows AST to borrow against their assets located at the facility they sublease from the MDC at 2901 Enterprise Lane in the Spaceport Business Park.

Morris Williams Jr.

City Manager's Office

CONSENT AND AMENDMENT AGREEMENT

This **Consent and Amendment Agreement** (this "**Agreement**") is made as of this 30th day of May, 2025, by and among **Midland Development Corporation** ("**MDC**") and **AST & Science LLC** ("**AST**").

WHEREAS, MDC and AST are parties to (i) that certain, Economic Development Agreement, dated as of November 13, 2018 (the "**Economic Development Agreement**", (ii) that certain Sublease Agreement dated November 13, 2018, as amended (the "**Sublease**"), and (iii) that certain Security Agreement dated November 13, 2018 (the "**Existing Security Agreement**" and together with the Economic Development Agreement and the Sublease, the "**Existing Agreements**").

WHEREAS, AST has requested that (1) MDC consent to certain equipment financing transactions to be entered into from time to time by AST and its affiliates with Trinity Capital, Inc. and/or its affiliates ("**Trinity Capital**"), and (2) the Existing Agreements be amended as described herein.

WHEREAS, AST and certain AST affiliates (AST Texas and AST Manufacturing) propose to execute and deliver to Trinity Capital a master lease agreement and equipment schedules from time to time, providing for secured equipment financing from Trinity Capital, and to perform their respective obligations thereunder (the "**Trinity Transactions**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

<u>Consent</u>

1. Pursuant to the Existing Agreements, MDC hereby consents to the Trinity Transactions and the documents, instruments and agreements in connection therewith.

<u>Amendments to Security Agreement</u>

2. Section 1.C. of the Security Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

   "The term "Collateral" shall mean the equipment located in and around Hangars S-11A and S-11B and Lots 1B and 8, Block 13, Midland International Airport Industrial Park, Section 8, City and County of Midland, Texas, and all proceeds thereof, whether cash or non-cash, including but not limited to insurance proceeds."

3. Section 2.B. of the Security Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

   "Debtor hereby grants to Secured Party a lien on, and a continuing security interest in the Collateral together with all substitutions, replacements, and proceeds thereof, including all of the foregoing now in existence and all hereafter acquired by Debtor at any time or times regardless of whether simultaneous with or subsequent to the incurring of any of Debtor's Liabilities to Secured Party (the "Security Interest"). Without limitation of the foregoing, Secured Party hereby releases any lien and security interest in any property of Debtor other than the foregoing "Collateral." Secured Party hereby authorizes Debtor and its authorized representatives to file or cause to be filed a UCC-3 amendment to restate the indication of collateral to reflect the amendment to the definition of "Collateral" under the Consent and Amendment Agreement dated May 27, 2025, between Debtor and Secured Party. At any time and from time to time, upon request of Debtor, Secured Party shall promptly execute and deliver a release of its and its sublandlord's security interest in any collateral or other assets or, if agreed by Debtor, an agreement subordinating all of Secured Party's and its sublandlord's right to any collateral and other assets, and such person's rights and remedies, to those of one or more lenders to Debtor and its affiliates. In addition, Secured Party shall promptly cause to be executed and delivered any consent, agreement or waiver reasonably requested by Debtor in connection with equipment or other financing transactions to which Debtor is or may become a party, including without limitation a consent or agreement in substantially the form of the Consent to Removal of Personal Property attached hereto as Annex 1 (the "Landlord Consent")"

4. Section 7 of the Security Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

   "7. NOTICE OF RELOCATION AND DISCONTINUANCE; NOTICE OF LIENS: Debtor shall maintain the Collateral, within a ten-mile radius from its location at the time of the Signature Date. Debtor agrees to give Secured Party prompt written notification of any change in the location of the Collateral. Upon change of location of any material portion of the Collateral, Debtor will provide Secured Party with a landlord's or mortgagee's waiver, or both, recognizing Secured Party's superior rights in the Collateral.

   "Debtor shall give Secured Party prompt written notification of any lien, claim, or encumbrance currently in place or that shall be placed upon the Collateral. Such written notification shall be provided to Secured Party no later than thirty

(30) days after Debtor actually becomes aware of such lien, claim, or encumbrance. Upon written request by Secured Party, Debtor shall provide copies of any documents related to any such lien, claim, or encumbrance, including, but not limited to, financing statements, notices, or agreements."

5. Section 8.A.(iv) of the Security Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

   "(iv) if any final judgment for the payment of money in excess of $5,000,000 is docketed against Debtor which has not been satisfied, bonded or appealed within sixty (60) days; or"

6. Section 10.F. of the Security Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

   "[Reserved.]"

7. Section 11 of the Security Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

   "[Reserved.]"

8. The Security Agreement is hereby amended by deleting **Exhibit A** in its entirety.

Amendments to Economic Development Agreement

9. Paragraph H. of Section II of the Economic Development Agreement is hereby amended by adding the words "and its Affiliates" after the words "by the Company."

10. Section IV of the Economic Development Agreement is hereby amended by adding the following paragraph after paragraph IV E:

    "F. The parties acknowledge the existence and validity of the Additional Agreements (defined below). Notwithstanding any contrary provision contained herein, this Agreement shall not affect, alter, or modify the Additional Agreements or the parties' respective obligations contained therein; provided, however, that Company's satisfaction of any obligation contained in this Agreement may be achieved by Company's performance under the Additional

Agreements. Specifically, Company's obligations as to the creation and investment in Full-Time Jobs and Personal Property and Inventory under this Agreement may be satisfied through the creation of Full-Time Jobs and investment in Personal Property and Inventory under the Additional Agreements. For the avoidance of doubt, so long as the Company creates the applicable number of Full-Time Jobs in the City of Midland, Texas, in accordance with the schedule contained in Section II, Company shall be deemed to be in compliance under this Agreement with respect to such obligation and the Additional Agreements with respect to such job creation. As used herein, "Additional Agreements" means: (i) that certain Lease dated as of April 22, 2025 by and among the Company and MDC, and (ii) that certain Economic Development Agreement dated as of April 22, 2025 by and among the Company and MDC."

11. Section X(C)(4) of the Economic Development Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

    "As of _____, 2025, none of Company's Collateral (as defined in the Security Agreement dated as of November 13, 2018, as amended), is subject to any material lien, security interest or other encumbrance, except as otherwise reflected in writing and furnished to MDC prior to the Effective Date."

12. Section XI(J) of the Economic Development Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

    "Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may not be assigned by a party (except by the Company to an Affiliate) without the written consent of the other party."

13. Section XII(C) the Economic Development Agreement is hereby amended by deleting the notice information for the Company and replacing it with the following:

    "*If to Company*
    AST & Science, LLC
    Attn: Shanti Gupta
    Chief Operating Officer
    2901 Enterprise Lanes
    Midland, Texas 79706"

Amendments to Sublease Agreement

14. Section 11 of the Sublease is hereby amended by deleting it in its entirety and replacing it with the following:

    "Subleasing. At no time shall Lessee sublease any portion of the Leased Premises or otherwise assign its interests or obligations in this Lease (a "*Transfer*") without the written consent of MDC. Any such assignment or attempted assignment shall be void. Notwithstanding the foregoing, MDC's consent shall not be required in connection with any Transfer to one or more entities comprising Lessee's Affiliated Group. "*Lessee's Affiliated Group*" shall mean Lessee, the parent company of Lessee (AST SpaceMobile, Inc.), and all subsidiaries of Lessee or the parent company of Lessee (including, without limitation, AST SpaceMobile Inc.) and any successor thereto."

15. Section 13.04 of the Sublease is hereby amended by deleting it in its entirety and replacing it with the following:

    "Landlord's Lien: If Lessee defaults in paying rent or any other sum due from Lessee to Landlord under this Sublease, Landlord has a lien on the Collateral described in the Security Agreement dated November 13, 2018, as amended, placed in, or become a part of, the Leased Premises as security for rent and any other sum Lessee owes Landlord under this Sublease, subject, and subordinate to (i) any security interests that Lessee has granted on the Collateral (or may from time to time grant on its machinery, tools, inventory and equipment and other assets), and (ii) the provisions of any consent, agreement or waiver delivered below. This lien is not in lieu of, nor in any way affects, the statutory landlord's lien but is in addition to that lien, and Lessee grants Landlord a security interest in the Collateral placed in or on the Leased Premises for purposes of this contractual lien, subject, and subordinate to (i) any security interests that Lessee has granted on the Collateral (or may from time to time grant on its machinery, tools, inventory and equipment and other assets), and (ii) the provisions of any consent, agreement or waiver delivered below. This does not prevent Lessee's selling any merchandise or moving or disposing of any property free of such Landlord's lien. Landlord's exercise of any option to terminate the leasehold, reenter, and relet the Leased Premises (including, taking possession of the Collateral on the Leased Premises and selling it at public or private sale) shall in all events be subject to the rights of any lender pursuant to the terms and conditions of the Landlord Consent. At any time and from time to time, upon request of Lessee, Landlord shall promptly

execute and deliver an agreement subordinating all of Landlord's right to any Collateral, and Landlord's rights and remedies, to those of one or more lenders to Lessee and its affiliates. In addition, MDC shall promptly execute and deliver any consent, agreement or waiver reasonably requested by Lessee in connection with equipment or other financing transactions to which Lessee is or may become a party, including without limitation a consent or agreement in substantially the form of the Consent to Removal of Personal Property attached hereto as Annex 1 (the "*Landlord Consent*")"

16. Section 17.14 of the Sublease is hereby amended by deleting it in its entirety and replacing it with the following:

    "Development of the Airport**:** The parties understand and agree future development, changes, alterations, modifications, or improvement to the Airport are in the sole discretion of City, subject only to such notification to Lessee that the FAA may dictate."

17. Section 17.15 of the Sublease is hereby amended by deleting it in its entirety and replacing it with the following:

    Subordination to Other Agreements: This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between MDC and City relative to the Leased Premises and City and the United States, relative to the development, operation or maintenance of the Airport.

Miscellaneous

18. Except as expressly modified by this Agreement, the Existing Agreements shall remain in full force and effect. Sections XI.F, XI.G, XI.H and XII.B of the Economic Development Agreement are hereby incorporated herein by reference, mutatis mutandis.

19. Release. COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, MDC'S NEGLIGENCE, OR RELATING TO ANY FAA RULE OR REGULATION AND THE ENFORCEMENT OF THE SAME.

[Remainder of page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned duly authorized representative of the parties have caused this Agreement to be legally executed in duplicate as of the date first hereinabove written.

MIDLAND DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

ATTEST

By: _____
Name: _____
Title: _____

AST & SCIENCE, LLC, by its Managing Member, AST SpaceMobile, Inc.

By: _____

Name: _____

Title: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, _____, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2025.

_____

Notary Public, in and for
the State of _____

Annex 1

CONSENT TO REMOVAL OF PERSONAL PROPERTY

("Consent")

KNOW ALL PERSONS BY THESE PRESENTS:

(a) The undersigned Landlord ("Landlord") is the lessee of the real property at the location described by the following address: Midland International Air & Space Port, 2901 Enterprise Lane, Midland, Texas 79706 (the "2901 Enterprise Real Property") by virtue of its lease agreement with the City of Midland, Texas (the "2901 Enterprise Lease").

(b) The Landlord has an interest in the real property Facility described in that certain Commercial Lease Agreement dated April 22, 2025, as amended, by and between AST & Science, LLC and Landlord at the location described by the following address: 2908 Enterprise Lane, Midland, Texas (the "2908 Enterprise Real Property" and together with the 2901 Enterprise Real Property, the "Real Property").

(c) AST & SCIENCE LLC, a Delaware limited liability company ("Company") is the sublessee under that certain Sublease Agreement with Landlord dated November 18, 2018 with respect to the 2901 Enterprise Real Property (the "Sublease") and Company and certain of its affiliates, have entered into or will enter into a Master Equipment Finance Agreement and related documents, instruments and agreements with Trinity Capital, Inc. , a Maryland corporation, as Administrative Agent and Collateral Agent for the lenders therein ("Agent") (together, as amended, restated, or otherwise modified from time to time, the "Equipment Financing Documents"). As a condition to entering into the Equipment Financing Documents, Agent requires that Landlord consent to the removal by Agent of the Equipment and other collateral (as defined in the Equipment Financing Documents) (hereinafter called "Equipment") from the Real Property.

NOW, THEREFORE, Landlord consents to the placing of the Equipment on the Real Property, and agrees with Agent as follows:

1. Landlord waives and releases each and every right which it now has under applicable law or by virtue of the lease or sublease for the Real Property or any other agreement now or hereafter in effect, to foreclose, levy or distrain upon for rent, in arrears, in advance or both, or for any other amount, or to claim or assert title to the Equipment that is located on the Real Property or at any other location. Landlord hereby releases any lien it may have from time to time on any Equipment, whether arising under the lease, the sublease or any other agreement now or hereafter in effect.

2. The Equipment shall be considered to be personal property and shall not be considered part of the Real Property regardless of whether or by what means it is or may become attached or affixed to the Real Property. Landlord shall (a) provide written notice to Agent of any termination or expiration of the lease (a "Termination Notice"), and (b) will not dispose of any of the Equipment nor assert any right or interest therein unless it has first sent such Termination Notice to Agent and has given Agent a reasonable period of time (in any case, not less than 60 days after Agent's receipt of such Termination Notice) to exercise Agent's rights in and to the Equipment.

3. Landlord will permit Agent, or its agent or representative, to enter upon the Real Property for the purpose of exercising any right Agent may have under the terms of the Equipment Financing Documents, at law, or in equity, including, without limitation, the right to remove the Equipment; provided, however, that if Agent, in removing the Equipment, causes any physical damage to the Real Property, Agent will, at its expense, cause same to be repaired to the condition such Real Property was in prior to said damage; provided, further, Agent shall not be liable for any

diminution in value of the Real Property caused by the absence of any item of Equipment so removed. If Company abandons the Equipment located on the Real Property upon termination or expiration of the Equipment Financing Documents, Agent shall have the option to remove the Equipment from the Real Property within 30 days after receipt of written notice thereof from Landlord or Agent's right to such Equipment shall be deemed forfeited. Notwithstanding the foregoing, Agent shall not have any duty or obligation to remove or dispose of any Equipment or any other property left on the Real Property by the Company.

4. Company acknowledges that Landlord may admit Agent into the Real Property pursuant hereto following request by Agent and irrespective of any protest or objection by Company, and Company hereby irrevocably consents to such entry. Company further waives any right to hold Landlord, or any of its officers, employees or agents, liable for any damage, cost or expense resulting from any entry by Agent, and agrees to indemnify and hold Landlord free and harmless from any such claim of liability asserted by an employee, agent, subtenant or assignee of Company. In addition, Company agrees that any such entry shall not constitute a constructive eviction under its lease of the Real Property.

5. This Consent shall be binding upon the heirs, successors, and assigns of the undersigned and shall inure to the benefit of Agent and its successors and assigns. All notices to any party hereto shall be in writing and sent to such party's address as set forth below their signatures (or to such other address as provided in writing by one party to the other). Notices are deemed received on the date received if sent by overnight courier, certified mail with return receipt requested, or US first class mail.

6. This Consent may only be amended in writing by Agent and Landlord, and the terms hereof will remain in effect commencing on the date of the Equipment Financing Documents ("Effective Date") and until Landlord is notified in writing by Agent that all liabilities and/or obligations of Company under the Equipment Financing Documents have been fulfilled.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and to be effective this ___ day of _____, regardless of the date in which their signatures are affixed herein.

"LANDLORD"

MIDLAND DEVELOPMENT CORPORATION

Address: _____
_____

By: _____
Name: _____
Title: _____

"AGENT"

By: _____

Name: _____

Title:
_____

Address:_____
_____

"COMPANY"

ACKNOWLEDGED AND AGREED:

AST & SCIENCE TEXAS LLC,
a Texas limited liability company
by its Managing Member, AST SPACEMOBILE, INC.,

Address: Midland International Air & Space Port
2901 Enterprise Lane, Midland, Texas 79706

By: _____
Name: _____
Title: _____

CONSENT:

As the owner of the Real Property, the City hereby approves this Consent and agrees with Agent to be bound by the covenants of Landlord set forth above.

CITY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Marcia Bentley-German, City Secretary

Approved as to form:
_____
Nicholas Toulet, Interim City Attorney

City Council Meeting

Item Number: 10

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SUPREME INDUSTRIAL PARK, BEING A 38.02-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST COUNTY ROAD 148, APPROXIMATELY 449 FEET WEST OF SOUTH COUNTY ROAD 1285) (EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Magrym Consulting, on behalf of B&T Properties, is requesting to plat a 38.02-acre tract of land located at 11206 West County Road 148 into 4 lots for future commercial development.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015

International Energy Code, the 2023 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 new code editions adopted in the City of Midland and date of permit application.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: There are no impact fees associated with this plat. Plat outside designated service areas. [For Applicant's Information Only.]

ROW: Refer to transportation's comment's. [For Applicant's Information Only.]

PAVING: Deferral request for paving improvements were administratively approved on 05/21/2025. [For Applicant's Information Only.]

WATER: Deferral request for water improvement were administratively approved on 05/21/2025. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: Deferral request for sewer improvements were administratively approved on 05/21/2025. [For Applicant's Information Only.]

DRAINAGE: Show compliance with Supreme Industrial Drainage Study, prepared by Magrym Engineering and approved by City on 05/16/2025. [Reference City Code Sect. 11-2-3(D)8]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

OTHER: Developer will require a flood plain permit from Midland County.

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.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved with Conditions)

Not in the City limits- no oil or gas jurisdiction. This area has non-permitted wells and tank batteries, the required minimum distance from any structure to a wellbore is 135’ and 150’ to a tank battery.

Please identify these structures and add a 135’ radius around the well bore of the Stewart “30” #1 (API #34202) and a 150’ radius around the tanks. The tank battery measurement would be from the outsides of the tanks and the well measurement is from the wellbore.

Informational: No occupied residence or commercial buildings are allowed within the 150’ tank radius and 135’ well radius. Please provide evidence of communication between the developer and the operator (Diamondback Energy) concerning flowline/pipeline locations and set-backs. If these structures have been completely removed and well has been P&A’d, please provide W-3 for the well and site imagery of the location for verification. Any plugged and abandoned (P&A) well. The Stewart “30” #3 (API # 39992), would need to be identified with comments in Developers Notes- No structure shall be built over an abandoned well. Failure to recognize and illustrate spacing could prevent receiving city permits for structures.

GIS: (Approved with Conditions)

There is a 30' discrepancy between surrounding parcels and plat boundaries. Provide distances along east portion of each lot on plat visual. Boundary does not match property corners. Please make lot 4, block 2, lot 1.

HEALTH DEPARTMENT: (Approved)

Yes, the health department will review applications from the 4 proposed lots of Supreme Industrial Park, PLAT OF A 38 ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 40, T-2-S, T. & P. RR. CO. SURVEY, lot 1 is 13.5 acre, lot 2 is 9 acre, lot 3 is 9 acre, lot 4 is 5 acre, to ensure the proposed plans on the application for the septic system will meet the setbacks from the wells on the property and the wells on the adjacent properties.

PLANNING: (Approved with Conditions)

Fix the Chairman in the Certificate of Approval to Abraham Bejil [Information Only]

Correct the spelling of “Block” in Lot 3 [Informational]

Include the necessary information under the owner’s certificate [Informational]

Therefore, staff recommends approval of the Preliminary Plat of Supreme Industrial Park subject to condition A and B.

Condition:

A. **All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]**

B. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

Preliminary Plat
Application
Location Map
Aerial Photo
PowerPoint Presentation

City Manager's Office

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-25-0813
Case Number: P-25-2264

Proposed Subdivision Plat Name: SUPREME INDUSTRIAL PARK

Legal Description (attached sealed Metes and Bounds):
BEING A 38.02 ACRE TRACT OF LAND LOCATED IN IN SECTION 30, BLOCK 40, T-2-S, T & P, RR CO. SURVEY, MIDLAND COUNTY, TEXAS.

Property Owner Printed Name: B&T PROPERTIES		Phone (337) 364-9956 Email JASON.MYERS@SUPREMESERVICES.COM	
Address 3027 W. 2ND STREET	City ODESSA	State TX	Zip 79763

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: MAGRYM Printed Name: ED ALEMAN		Phone ( ) Email ED.ALEMAN@MAGRYM,COM	
Address	City	State	Zip

Current Zoning:

Reason for Platting: SEPTIC AND ADDRESSES

Plat Information	Total Acreage:	38.02

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
☐ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 4 | Number of Multi-family Dwelling Units:

Submittal and Fees
Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement
Do you expect to request a development agreement with the City? ☐ Yes ☐ No
If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): Date: May 5, 25

Property Owner (printed): B2T Properties

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or 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 5th day of May, 20 25, to certify which witness my hand and seal of office.

HUNTER HALL
Notary Public, State of Texas
Comm. Expires 06-05-2028
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

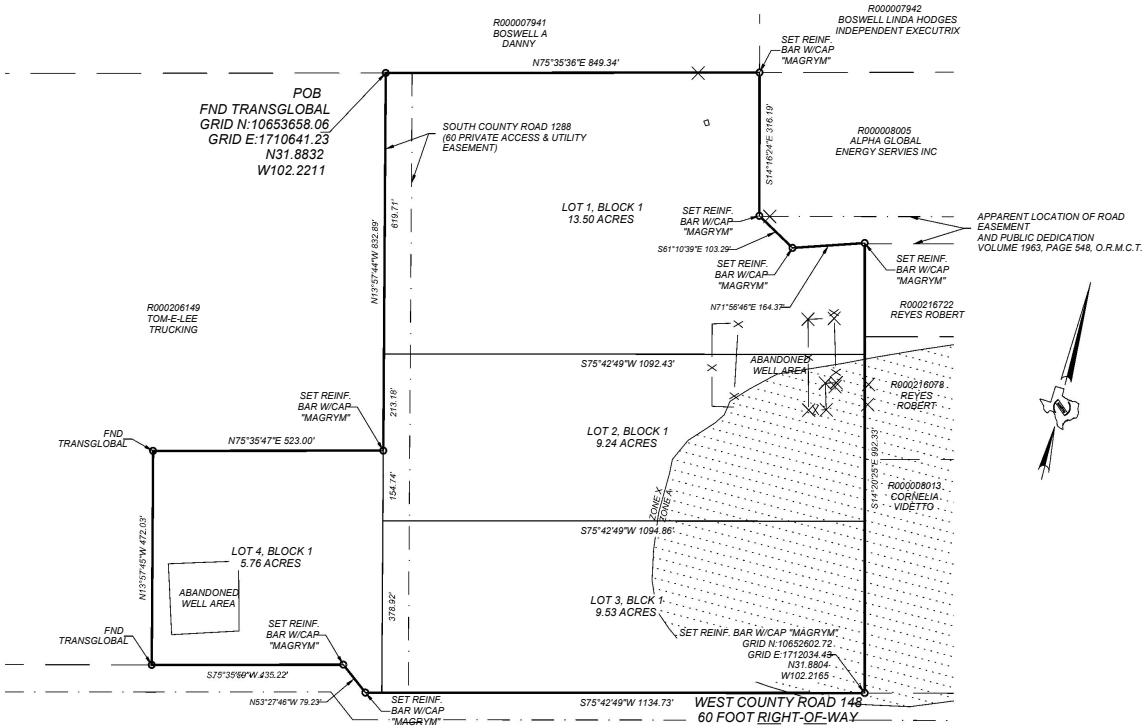
☑ Property Owner Authorization	☑ 1 Copy of Dimensioned Plat	☑ Plat in Digital Format (PDF/JPEG)
☑ Application Fee Check # Invoiced	☑ 1 Copy of Plat (11x17)	RECEIVED
Received By:	Date: MAY 7 2025	

Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

SUPREME INDUSTRIAL PARK

BEING A 38.02 ACRE TRACT OF LAND LOCATED IN
IN SECTION 30, BLOCK 40, T-2-S, T & P, RR CO. SURVEY,
MIDLAND COUNTY, TEXAS.



STATE OF TEXAS §
COUNTY OF MIDLAND §

WHEREAS, B&T PROPERTIES LLC IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 30 BLOCK 40 T-2-S, T & P, RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED HEREON.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT B&T PROPERTIES LLC, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS SUPREME INDUSTRIAL PARK A SUBDIVISION OF 38.02 ACRES IN MIDLAND COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEY, AND EASEMENTS, (AND PARKWAYS) SHOWN HEREON.

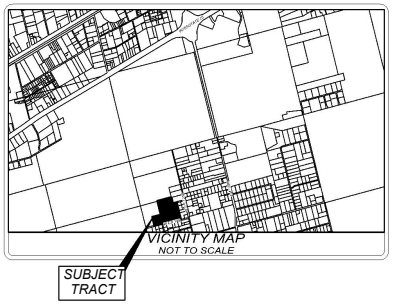
WITNESS MY HAND AT MIDLAND, TEXAS, THIS __ DAY OF _____, 20__.

_____
B&T PROPERTIES LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON THIS____DAY OF_____, 20___, BY B&T PROPERTIES LLC .

_____
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS



LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES
- SECTION LINE
- UTILITY EASEMENT

OWNER(S):

B&T PROPERTIES LLC
3027 W. 2ND STREET
ODESSA, TEXAS 79763
(337)364-9956
Jason.Myers@supremeservices.com

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SUPREME INDUSTRIAL PARK WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS __ DAY OF _____, 20__.

SIGNED: _____
CHAIRMAN: LUCY SISNIEGA

ATTEST: _____
SECRETARY: LANDON OCHOA

THAT I, RJ DAUM. A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET ___
DATE _____ PAGE ___

NOTES:

1. BEARINGS, DISTANCES AND ACREAGE SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

2. MONUMENTS ARE A 1/2 INCH REINFORCING BAR SET WITH YELLOW PLASTIC CAP STAMPED "MAGRYM ENGINEERING" UNLESS OTHERWISE NOTED.

3. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

4. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

5. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASE OF FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

6. THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) ANY LOT IS RE-PLATTED FOR SUBDIVISION INTO MORE THAN ONE TRACT OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.

7. PROPERTY IS IN ZONE X AND ZONE A ACCORDING TO FEMA MAP PANEL 48329C0200F WITH AN EFFECTIVE DATE OF 9/16/2005.

8. ANY PERSON WHO DESIRES TO ERECT A NEW STRUCTURE OR REBUILD, REPLACE OR ENLARGE AN EXISTING STRUCTURE, ESTABLISH A NEW USE OR SUBSTANTIALLY CHANGE AN EXISTING USE IN THE AOZ-4 MUST APPLY FOR AND RECEIVE A PERMIT. A PERMIT SHALL BE GRANTED UNLESS THE NEW STRUCTURE OR THE NEW USE WOULD BE A HEIGHT HAZARD OR A PROHIBITED LAND USE AS SET FORTH IN SECTIONS 11-11-8, 11-11-9, AND TABLE 1 OF THIS CHAPTER OR WOULD OTHERWISE VIOLATE THIS CHAPTER. APPLICATIONS FOR PERMITS SHALL BE SUBMITTED TO AND ISSUED BY THE CITY OF MIDLAND BUILDING OFFICIAL.

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES:

SIGNED: _____
ONCOR ELECTRIC DELIVERY COMPANY

SIGNED: _____
AT&T TEXAS

SIGNED: _____
ATMOS ENERGY

SIGNED: _____
OPTIMUM COMMUNICATIONS

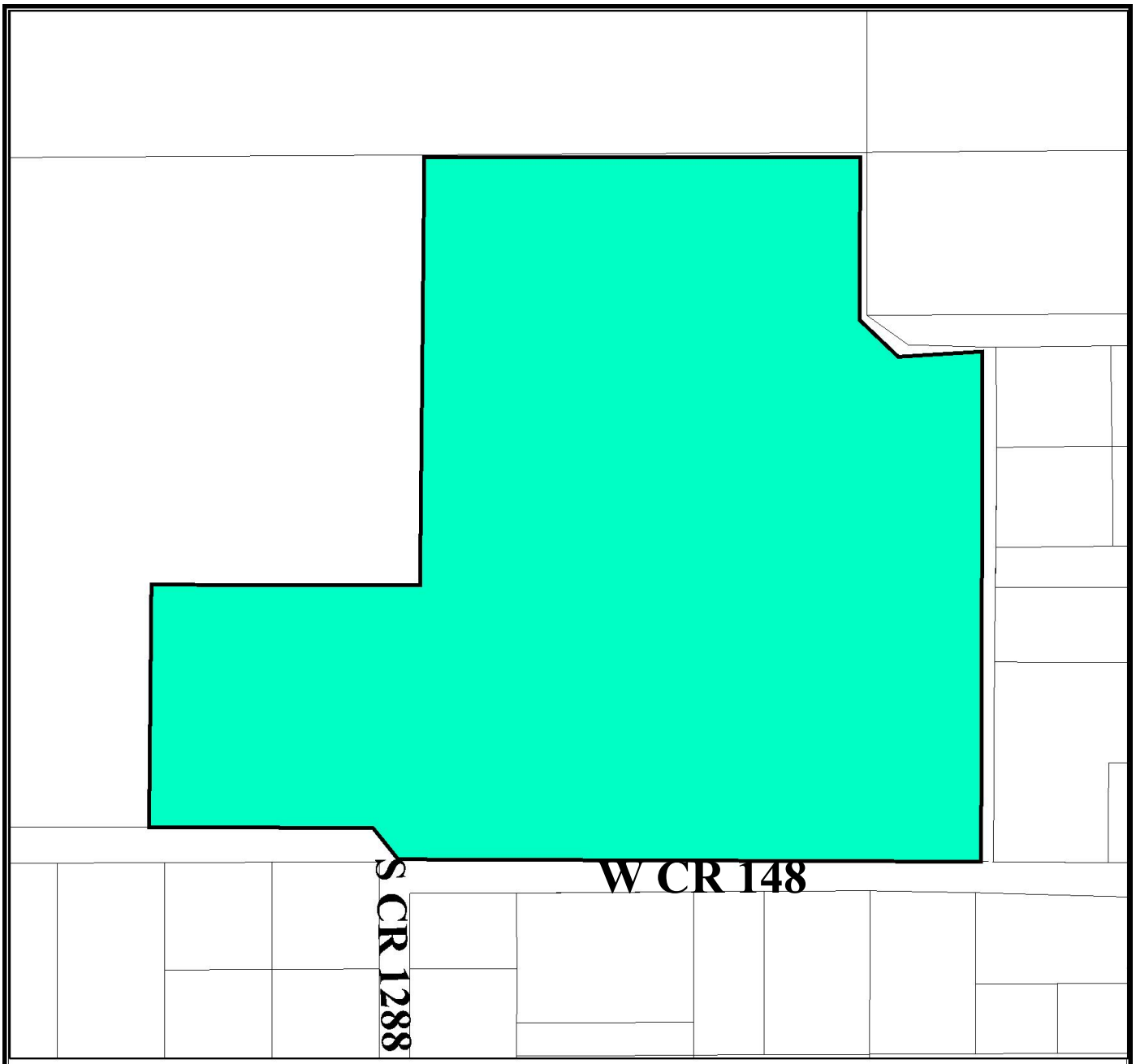
SIGNED: _____
ASTOUND COMMUNICATIONS

GRAPHIC SCALE
0 150 300
(1 INCH = 150' FEET)

NO.	DATE	DESCRIPTION	BY
1	1/15/2024	SKETCH PLAN	ELA

DRAWN BY: ELA	DATE: 01/15/2025
CHECKED BY: ED/RJ	PROJECT NO.: 25-104
JOB NO.: 25-104	SHEET: 1 OF 1

MAGRYM
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. 10149500
Office (432) 684-5548



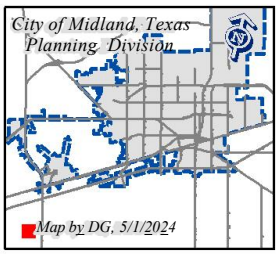
Location Map

SUB-25-0813 **Scale: 1" = 1500'**

Proposed plat of Supreme Industrial Park, being a 38.02-
acre tract of land located in Section 30, Block 40, T-2-S,
T&P RR Co. Survey, Midland County, Texas.
Generally located on the north side of West County Road
148, approximately 449 feet west of South County Road
1285. (Extraterritorial Jurisdiction)

L E G E N D

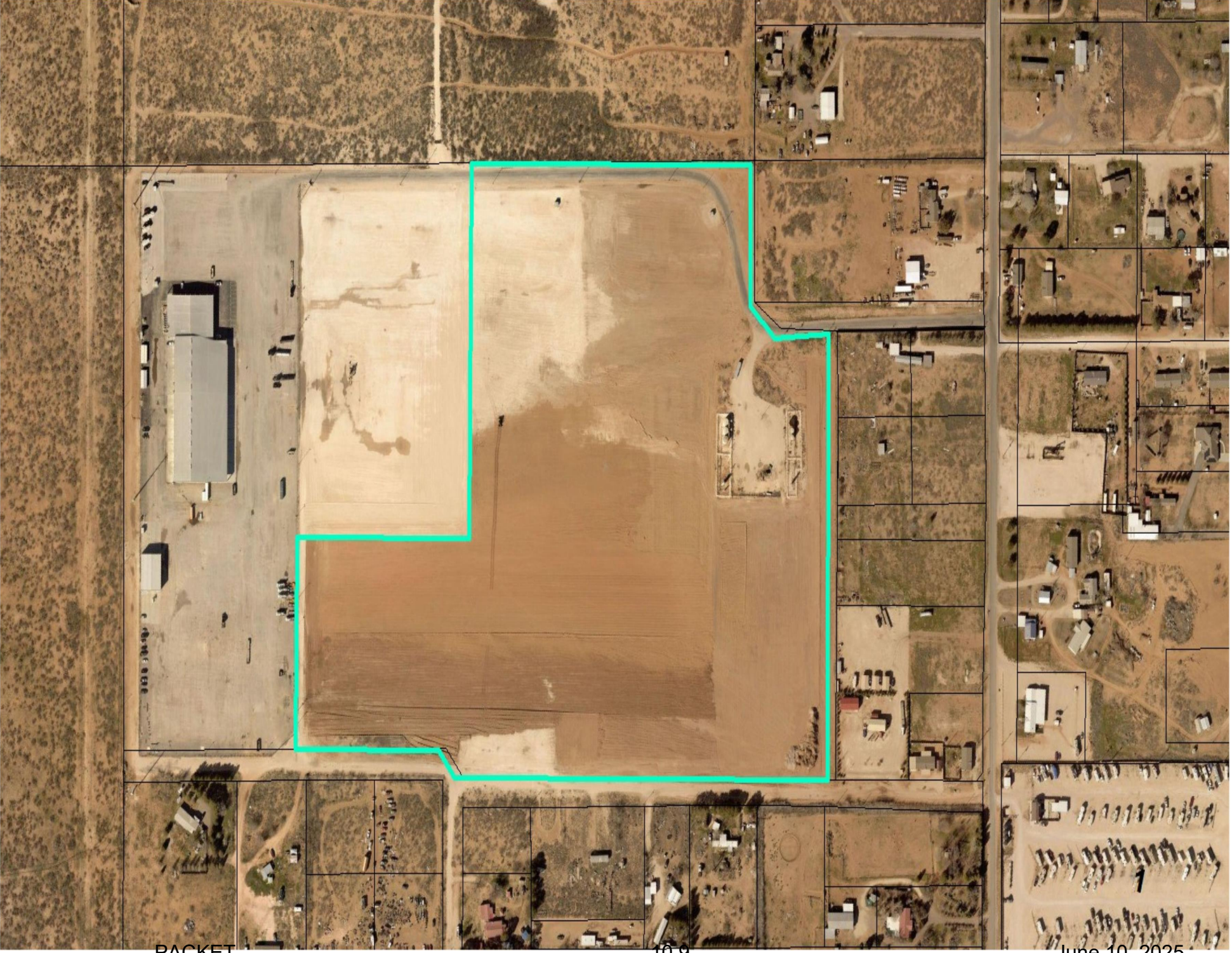
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



MIDLAND

Be the Energy!

PRELIMINARY PLAT

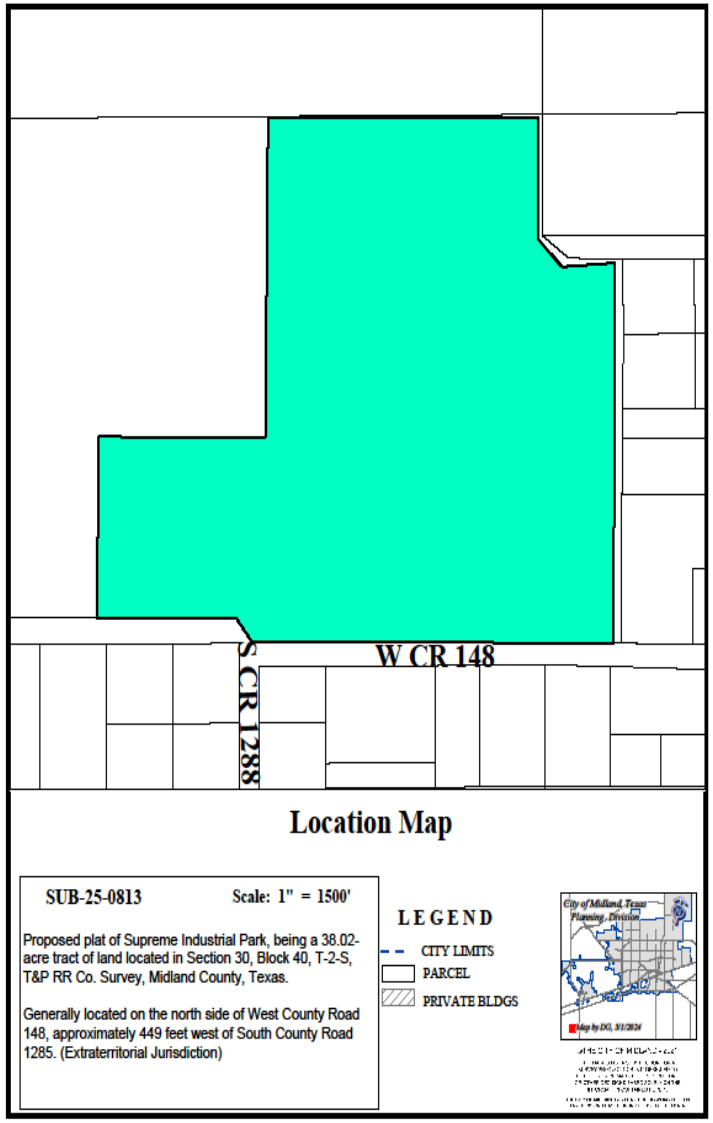
SUPREME INDUSTRIAL PARK

Visit Our Website

MIDLANDTEXAS.GOV

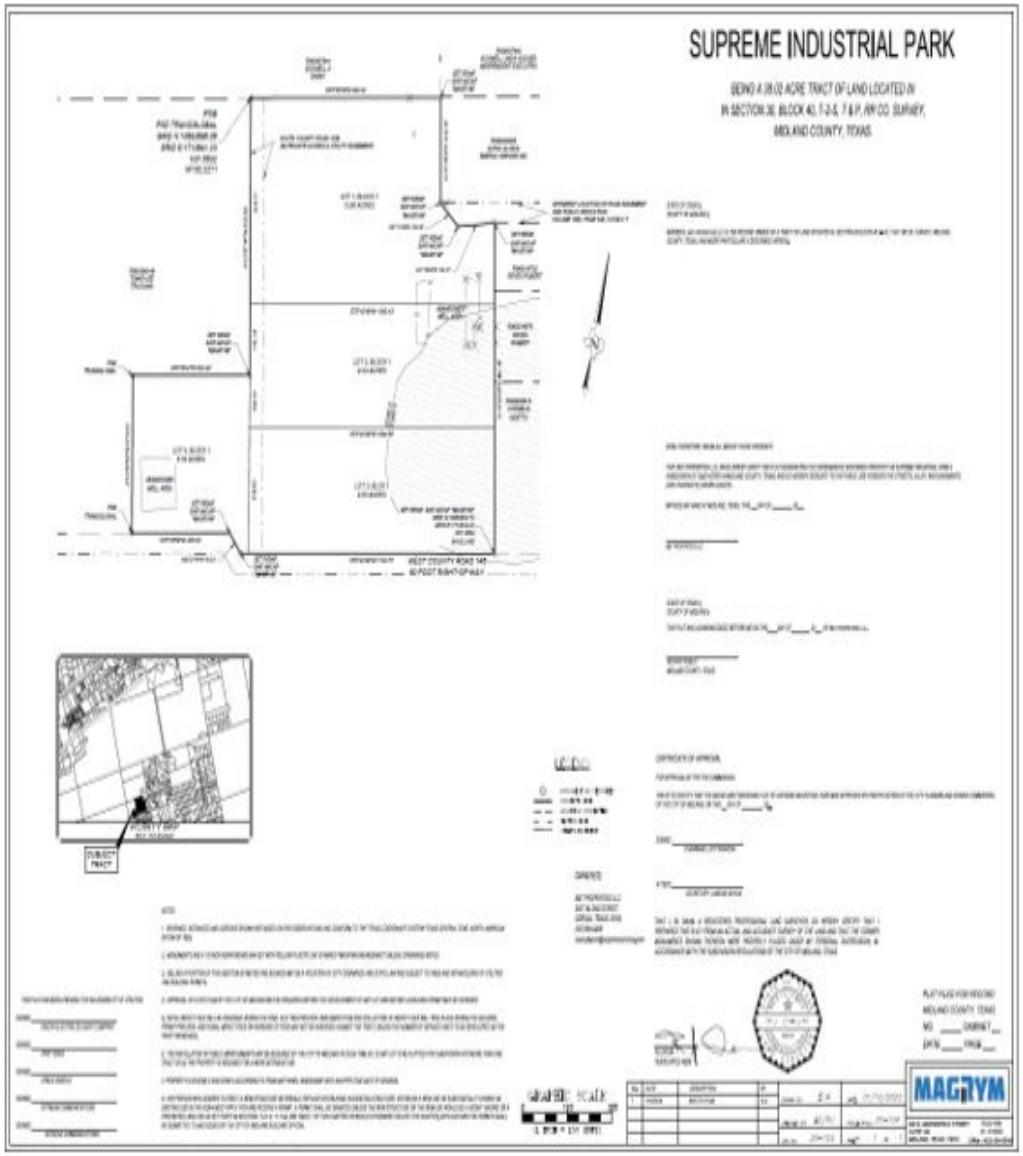
APPLICATION SUMMARY

- **Property Owner:** B&T Properties
- **Representative:** Ed Aleman, with Magrym Consulting
- **Address:** 11206 West County Road 148 (Extraterritorial Jurisdiction)
- **Reason for Request**: To obtain septic permits and get addresses.



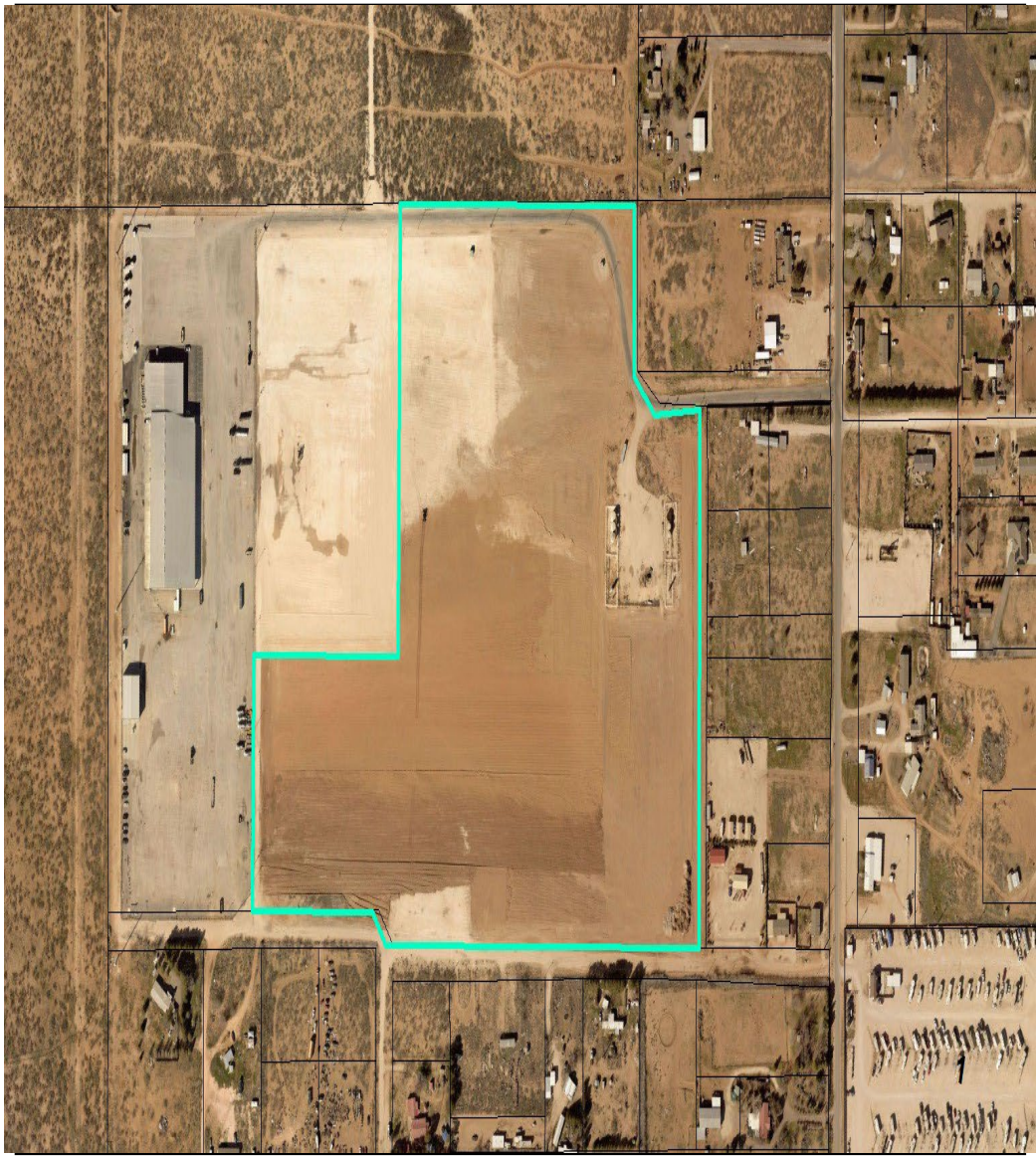
PLAT DETAILS

- **Acreage:** 38.02 acres
- **Number of Existing Lots:** 1
- **Number of Lots:** 4



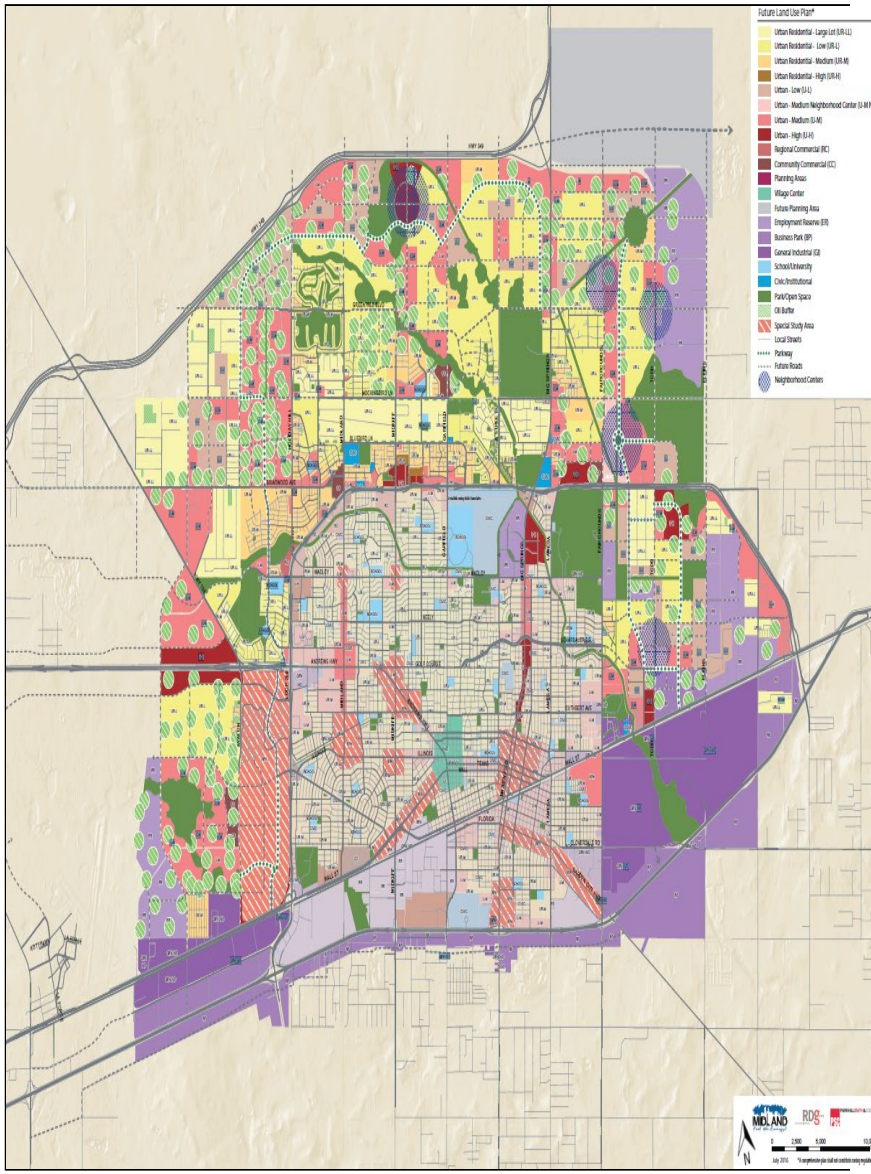
LAND USE

- **Current Use of the Property:** Vacant
- **Surrounding Uses:**
  - **North:** Vacant
  - **East/South:** Residential
  - **West:** Industrial
- **Proposed Use:** Industrial



COMPREHENSIVE PLAN

- **TCT Land Use Designation:** No policies are currently established for this area.



MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- Planning & Zoning commission recommended approval on June 2, 2025.
- Staff recommends approval of this request with the following conditions:

STAFF'S RECOMMENDATION

A. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]
B. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 11

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF ELEVATE CHURCH, BEING A PLAT OF A 27.06-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF OCCIDENTAL PARKWAY, APPROXIMATELY 850 FEET WEST OF NORTH FAIRGROUNDS ROAD) (DISTRICT 1) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE)

Recommended Planning and Zoning Commission Action:

__X__ **Approve** _____ **Deny** _____ **Directional/Informational**

Details of Request:

Maverick Engineering, on behalf of Elevate Church of Midland, is requesting to plat a 27.06-acre tract of land located on the North side of Occidental Parkway into one lot for the development of a church.

Current Zoning:

AE, Agricultural Estate District.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 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 new code editions adopted in the City of Midland and date of permit application.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For Applicant's Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant's Information Only.]

PAVING: Occidental roadway is not built to City Standards, construct to City standards for entire platted frontage. [For Applicant's Information Only.]

WATER: 24" water exists in Occidental Street, okay as is. No public water improvements required. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: None existing. Construct wastewater to City standards along entire platted frontage or request a deferral. [Reference Midland City Code Sect. 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: Drainage letter has been approved for platting purposes. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

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.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved)

No Oil & Gas issues

GIS: (Approved)

No comments.

CRMWD: (Approved)

No comments

HEALTH DEPARTMENT: (Approved)

The lot is close to a public sewer line, no need for a septic system.

PLANNING: (Approved)

Approval by the Council shall be required prior to consideration of a final plat by the commission for any preliminary plat which is ten hectares (25 acres) or more in area and involves any request for a variance from the regulations of this Chapter; [11-2-3(D)11(a)(1)]

Label and provide the right-of-way width for Yellow Rose Court. [11-2-3(C)2(b)(1)]

Staff recommends approval of the Preliminary Plat of Elevate Church subject to the following conditions.

Conditions:

A. **Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]**

B. **Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].**

C. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

Application
Preliminary Plat
Maps
Aerial
PowerPoint Presentation

City Manager's Office

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-25-0833
Case Number: P-25-2271

Proposed Subdivision Plat Name: ELEVATE CHURCH

Legal Description (attached sealed Metes and Bounds): BEING A 27.06 ACRE TRACT OF LAND, SITUATED IN AND BEING OUT OF SECTION 12 BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

Property Owner Printed Name: ELEVATE CHURCH OF MIDLAND		Phone (432)770-2534 Email pastorsheldon@elevatemidland.com	
Address 200 BALDWIN STREET	City MIDLAND	State TX	Zip 79701

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL ST, SUITE K	City MIDLAND	State TX	Zip 79701

Current Zoning: AE

Reason for Platting: DEVELOPMENT/ PERMITTING FOR A PROPOSED CHURCH

Plat Information	Total Acreage:	27.06

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
■ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 1 | Number of Multi-family Dwelling Units:

Submittal and Fees
Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement
Do you expect to request a development agreement with the City? ☐ Yes ☐ No
If yes, contact the City Engineer at (432) 685-7286

Provisions
A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): DocuSigned by: CEDF13FE4F4C40D | Date: 4/21/2025

Property Owner (printed) : Sheldon Riley

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Elevate Church or is authorized by Sheldon Riley 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.

Ashlee Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 6th day of May, 2025, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization
☑ 1 Copy of Dimensioned Plat
☑ Plat in Digital Format (PDF/JPEG)
☑ Application Fee
☑ 1 Copy of Plat (11x17)

Check # 5289

Received By: Matthew Dayoz | Date: 5/7/25

RECEIVED
MAY 7 2025

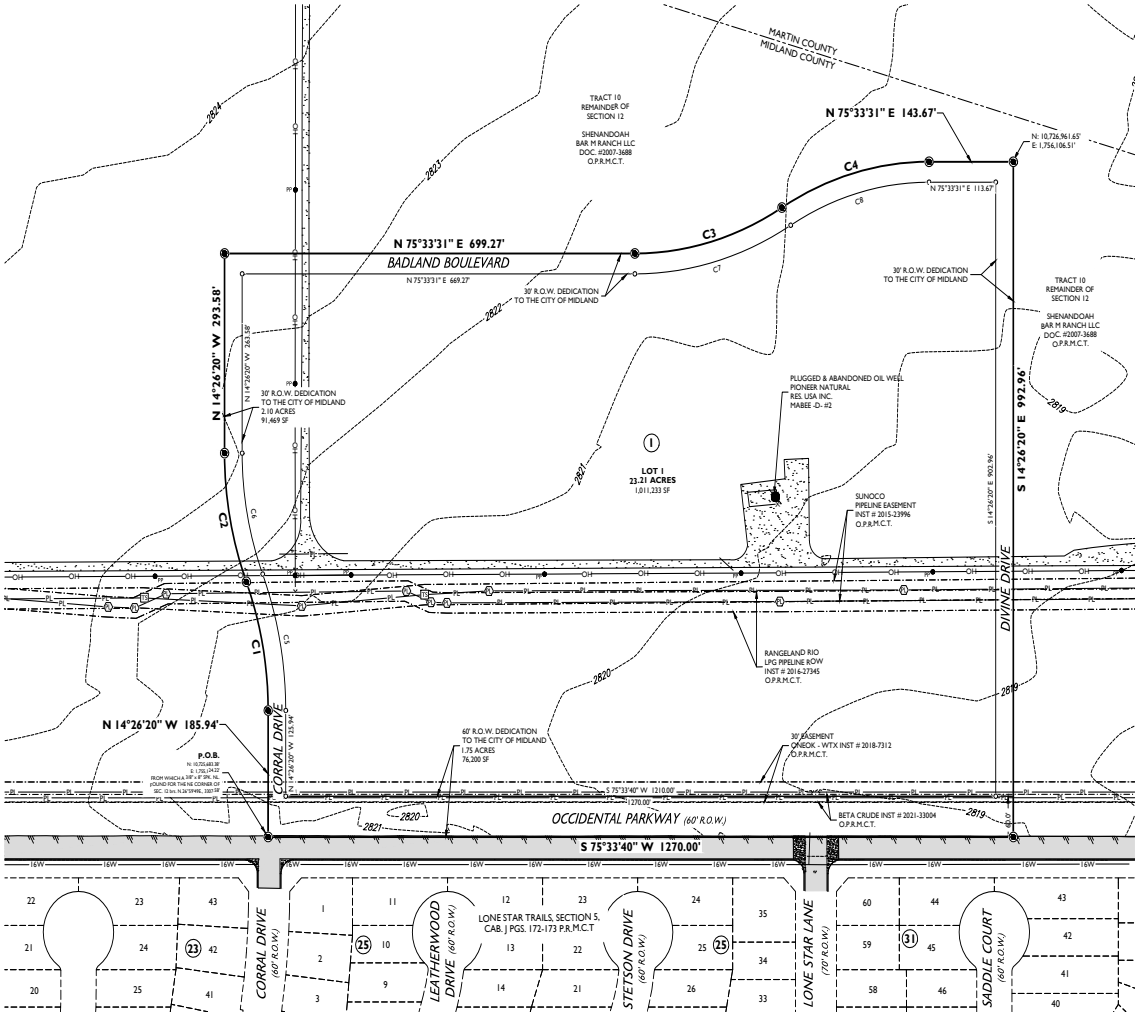
Initial: _____

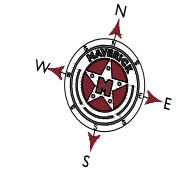
****Application will not be considered for scheduling until reviewed by a planner.****

PRELIMINARY PLAT

ELEVATE CHURCH

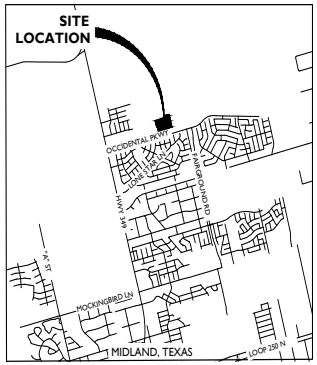
BEING A 27.06 ACRE TRACT OF LAND, SITUATED IN AND BEING OUT OF SECTION 12, BLOCK 39, T-1-S, T&P RW CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS





0' 100' 200' 300'

SCALE 1" = 100'



VICINITY MAP

N.T.S.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOULTS, A REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF MIDLAND, TEXAS.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

GREGORY W. SHOULTS, REGISTERED PROFESSIONAL ENGINEER (#10194514)
MAVERICK ENGINEERING, LLC (TBPELS #F-15089)
1909 W. WALL STREET, SUITE, X
MIDLAND, TX 79701

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS , IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 12, BLOCK 39, T-1-S, T&P. RAILWAY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT SHENANDOAH BAR M RANCH, LLC, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS ELEVATE CHURCH, AN ADDITION TO THE CITY OF MIDLAND, TEXAS, AND, HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS AND EASEMENTS SHOWN THEREON.

THE_____DAY OF _____, 2025.

_____

BY:_____, SHENANDOAH BAR M RANCH, LLC

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025 BY _____, SHENANDOAH BAR M RANCH, LLC.

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

_____

ATMOS ENERGY

BY: _____

_____

AT&T

BY: _____

_____

OPTIMUM

BY: _____

_____

ASTOUND BROADBAND

BY: _____

_____

ONCOR ELECTRIC DELIVERY

BY: _____

_____

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF ELEVATE CHURCH, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____*DAY OF*_____*2025.*

_____

ABRAHAM BEJIL, CHAIRMAN

_____

LANDON OCHOA, SECRETARY

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	194.12'	500.00'	192.90'	N 25° 33' 39" W	22°14'38"
C2	194.12'	500.00'	192.90'	N 25° 33' 39" W	22°14'38"
C3	262.66'	500.00'	259.65'	N 60° 30' 35" E	30°05'53"
C4	262.66'	500.00'	259.65'	N 60° 30' 35" E	30°05'53"
C5	205.76'	530.00'	204.47'	N 25° 33' 39" W	22°14'38"
C6	182.47'	470.00'	181.32'	N 25° 33' 39" W	22°14'38"
C7	278.42'	530.00'	275.23'	N 60° 30' 35" E	30°05'53"
C8	246.90'	470.00'	244.07'	N 60° 30' 35" E	30°05'53"

LEGEND

- SET 1/2-INCH IRON ROD WIRED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- POINT OF CURVATURE/TANGENCY
- GUY ANCHOR
- PIPELINE MARKER
- PIPELINE TEST STATION
- POWER POLE
- SIGN
- OIL WELL - PLUGGED
- BOUNDARY LINE
- PROPERTY LINES
- EASEMENTS LINES
- EDGE OF ASPHALT
- X — EXISTING FENCE
- OH — OVERHEAD ELECTRIC LINE
- PL — UNDERGROUND PIPELINE
- 16W — EXISTING 16" WATER MAIN
- PAVEMENT
- CONCRETE
- CALICHE
- O.P.R.M.C.T. — OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- P.R.M.C.T. — PLAT RECORDS, MIDLAND CO., TX

PROPERTY OWNER

SHENANDOAH BAR M RANCH, LLC
24 SMITH RD. SUITE 601
MIDLAND, TEXAS 79705
432-262-0999
DEED INST. #2007-3688 O.P.R.M.C.T.

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0100F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK CIVIL & SURVEY, LLC.

DEVELOPMENT NOTES

1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED PRIOR TO THE ISSUANCE OF BUILDING PERMITS AS:*
   (1) THE REPRESENTED LOT IS REPLATTED FOR SUBDIVISION PURPOSES IN ACCORDANCE WITH THIS PLAT.
   (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
4. *IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS, IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*
5. *NO STRUCTURE SHALL BE BUILT OVER AN ABANDONED WELL.*

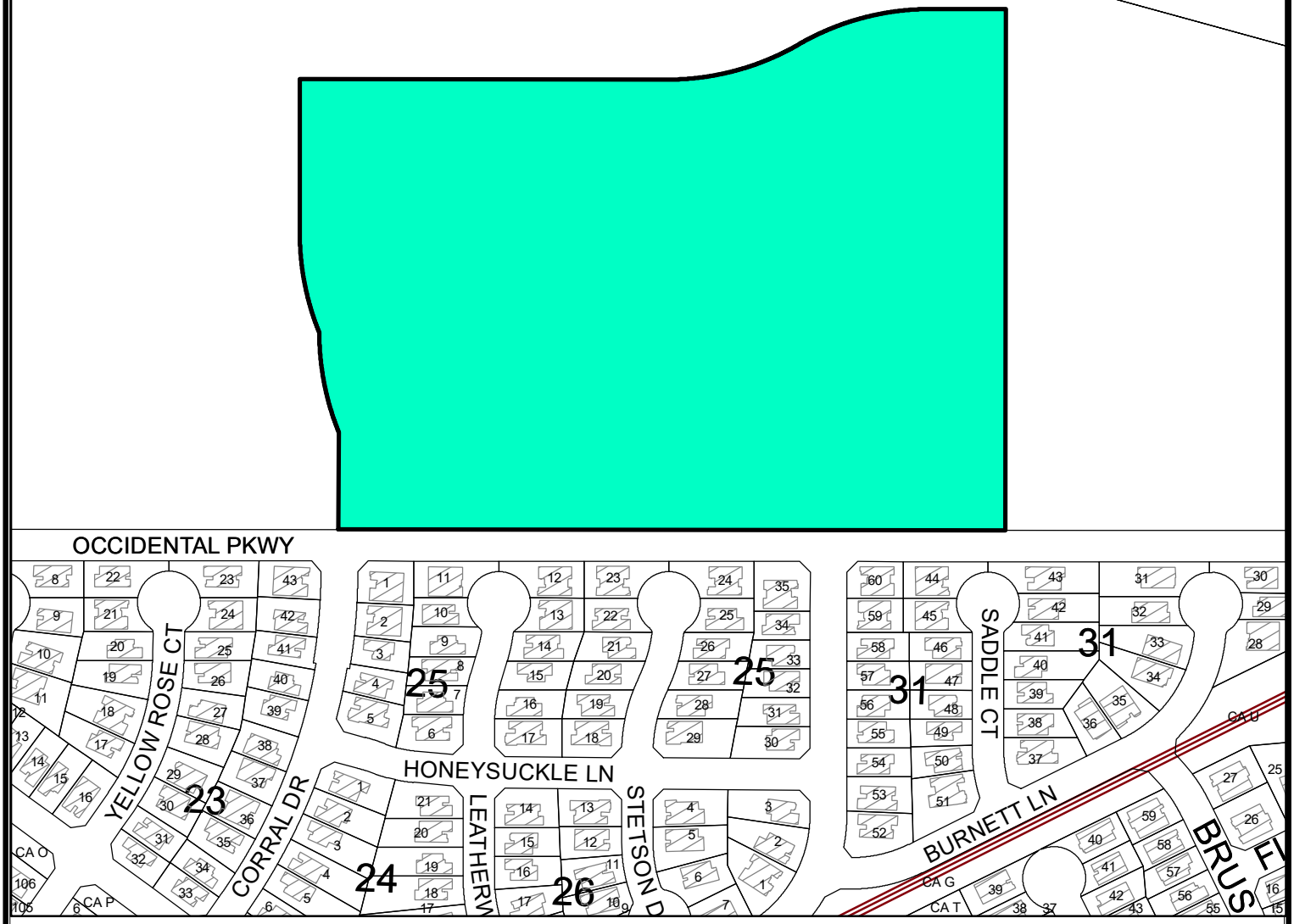
SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.9999896911 AT NGS "MIDLAND".*
2. *1/2" IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
4. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED. CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*
5. *THIS IS A PROVISIONAL PRELIMINARY PLAT, THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.*

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

ELEVATE CHURCH

Drawing : P:\2025\25003-3-RMC CONSTRUCTION-25 ACRE BREAKOUT OF SHENANDOAH LAND-25000\DRAWINGS\PLAT\25003 PRELIMINARY PLAT.DWG Last Saved By: ADevine on 5/2/25



Location Map

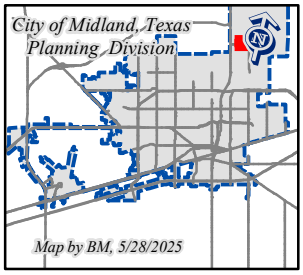
SUB-25-0833 **Scale: 1" = 310'**

Proposed plat of Elevate Church, being a plat of a 27.06-acre tract of land out of Section 12, Block 39, T-1-S RR Co. Survey, City and County of Midland, Texas.

Generally located on the north side of Occidental Parkway, approximately 850 feet west of North Fairgrounds Road (Council District 1)

LEGEND

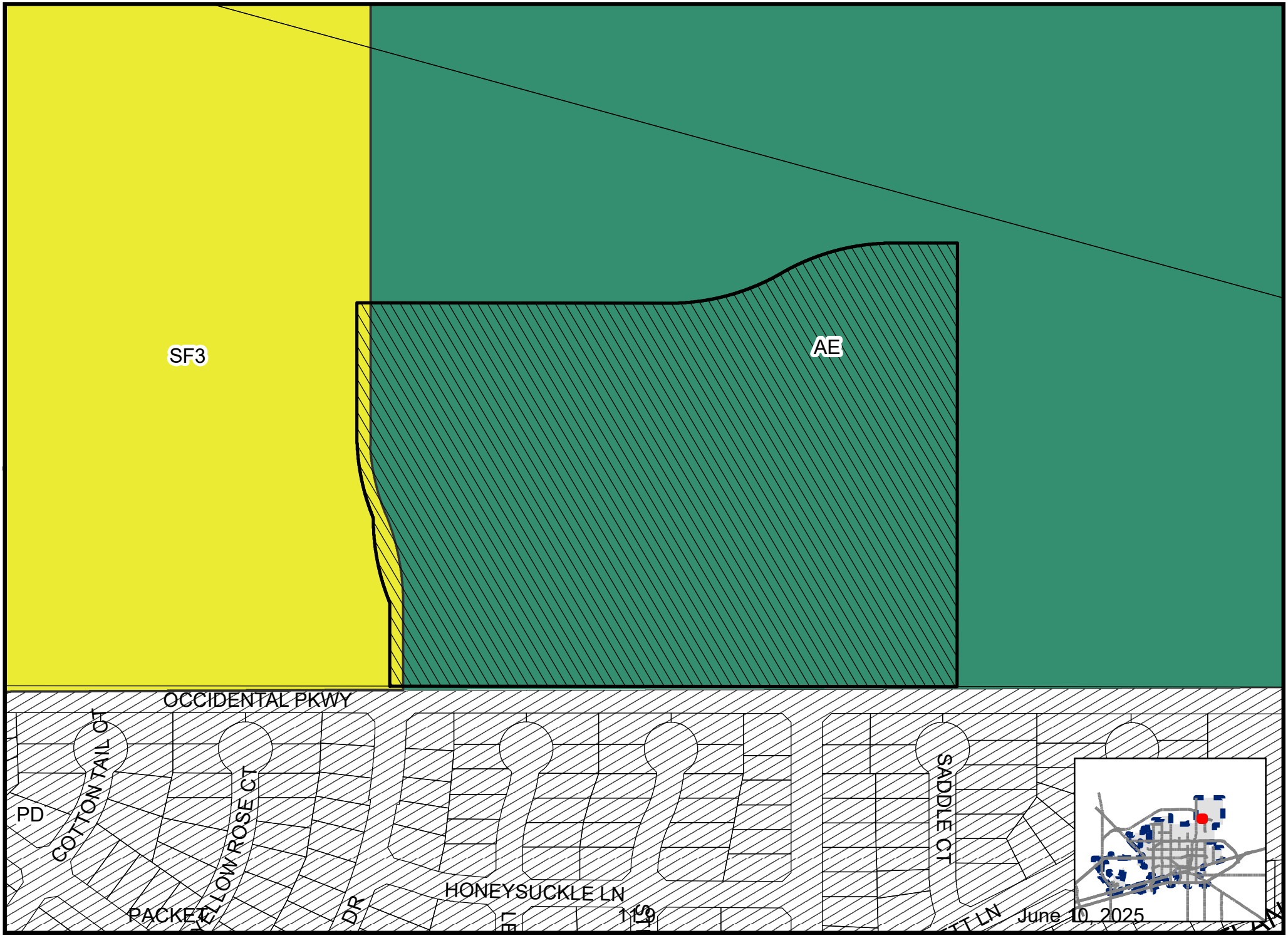
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



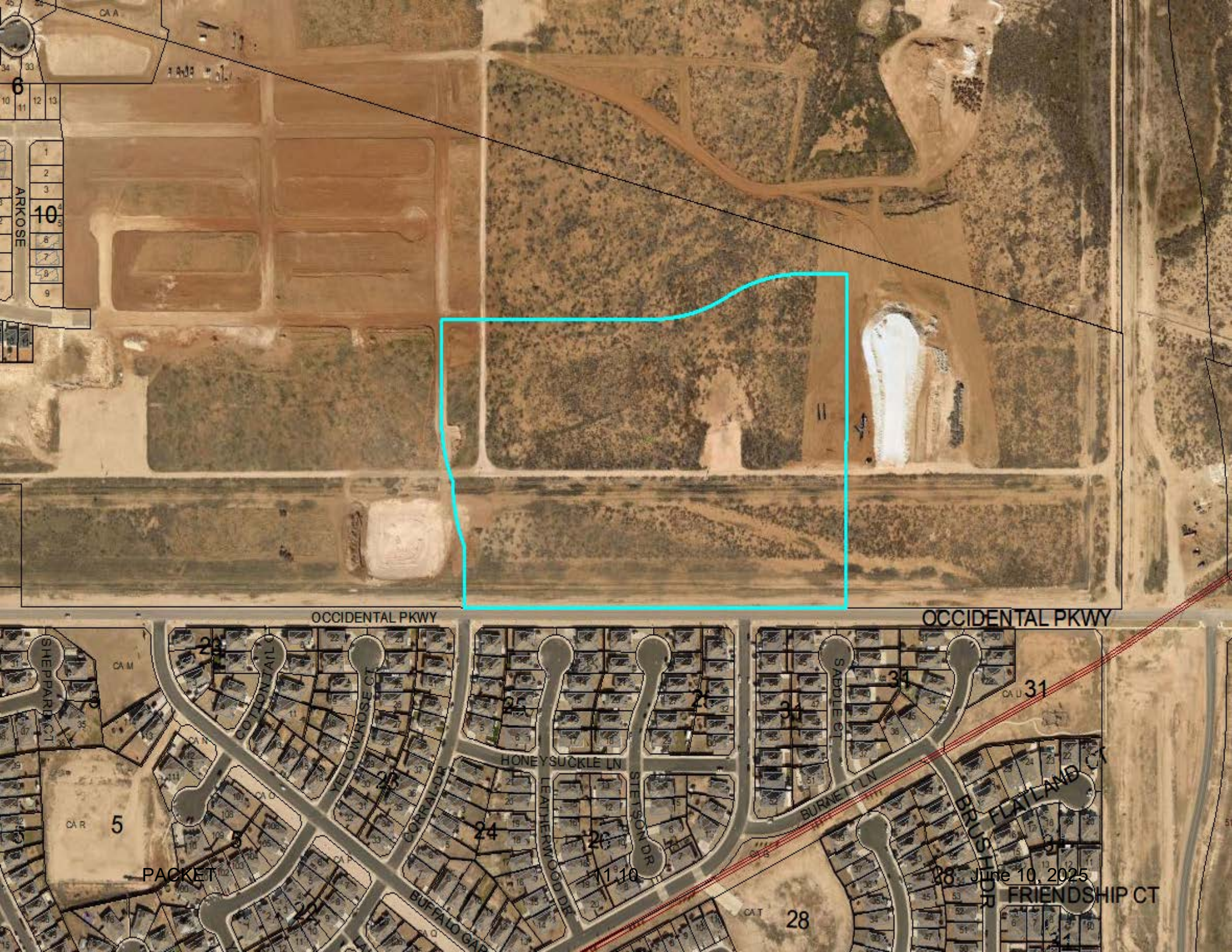
Map by BM, 5/28/2025

SUB-25-0833

Scale: 1" = 269'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


OCCIDENTAL PKWY
OCCIDENTAL PKWY
ARKOSE
SHEPPARD CT
COTTONTAIL CT
YELLOWROSE CT
CORRAL DR
HONEYSUCKLE LN
LEATHERWOOD DR
STETSON DR
SADDLE CT
BURNETT LN
BRUSHTOP
FLATLAND CT
FRIENDSHIP CT
BUFFALO GAP
6
10
5
23
25
27
24
26
31
34
28

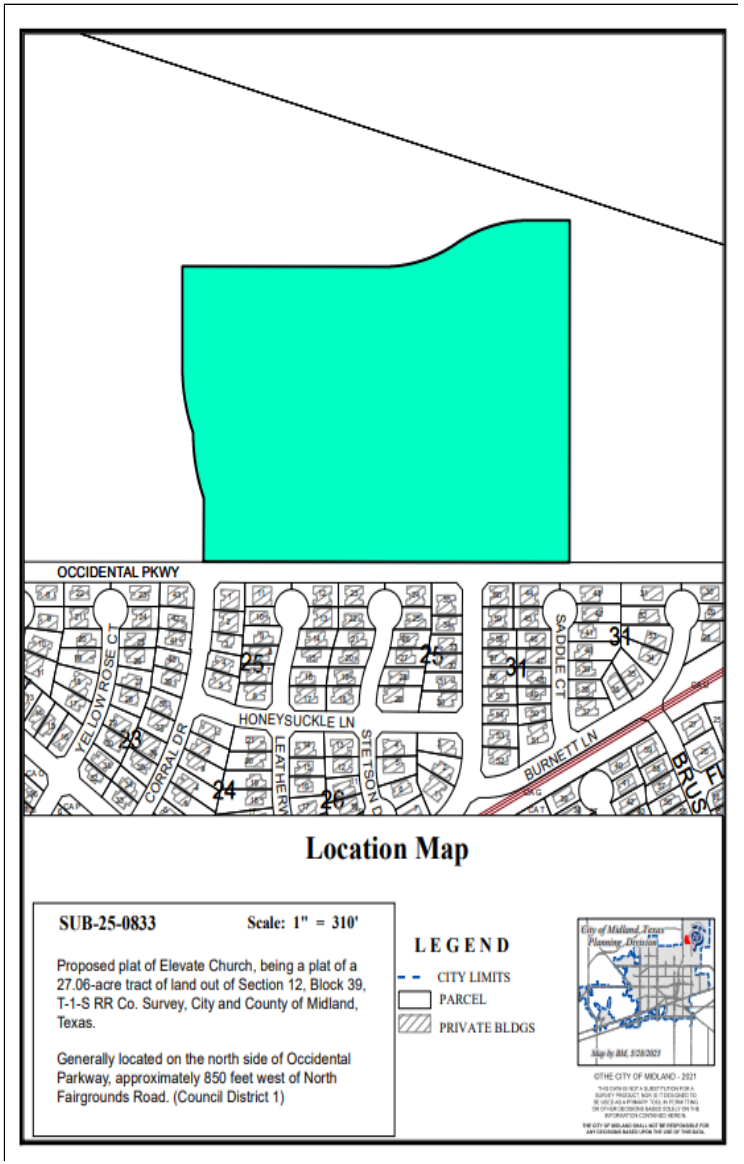
MIDLAND
Be the Energy!

PRELIMINARY PLAT
ELEVATE CHURCH

Visit Our Website
MIDLANDTEXAS.GOV

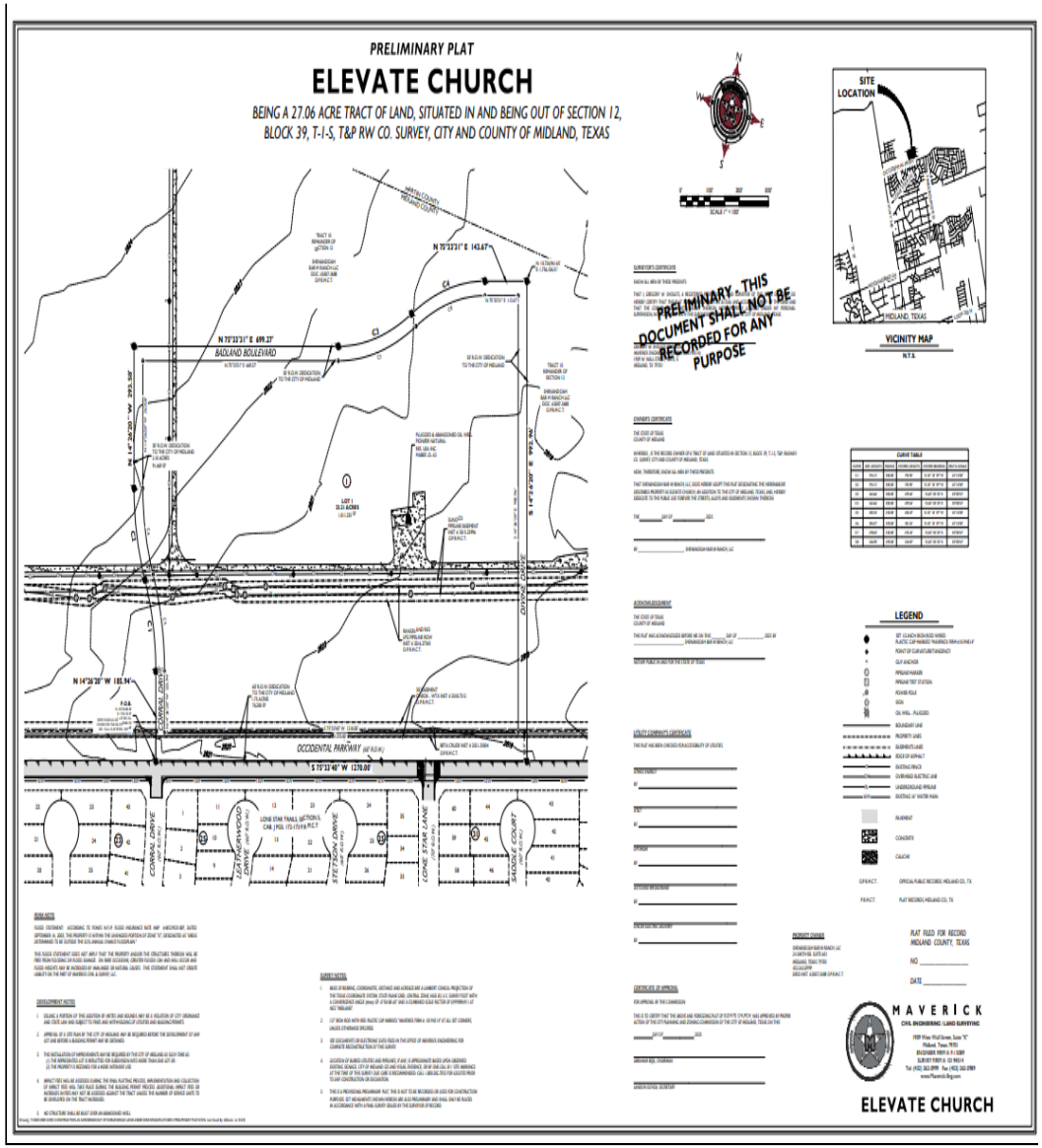
APPLICATION SUMMARY

- **Developer/Property Owner:** Elevate Church of Midland
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** Generally located on the north side of Occidental Parkway, approximately 850 feet west of North Fairgrounds Road. (Council District 1)
- **Reason for Request:** For the development and permitting of a church.



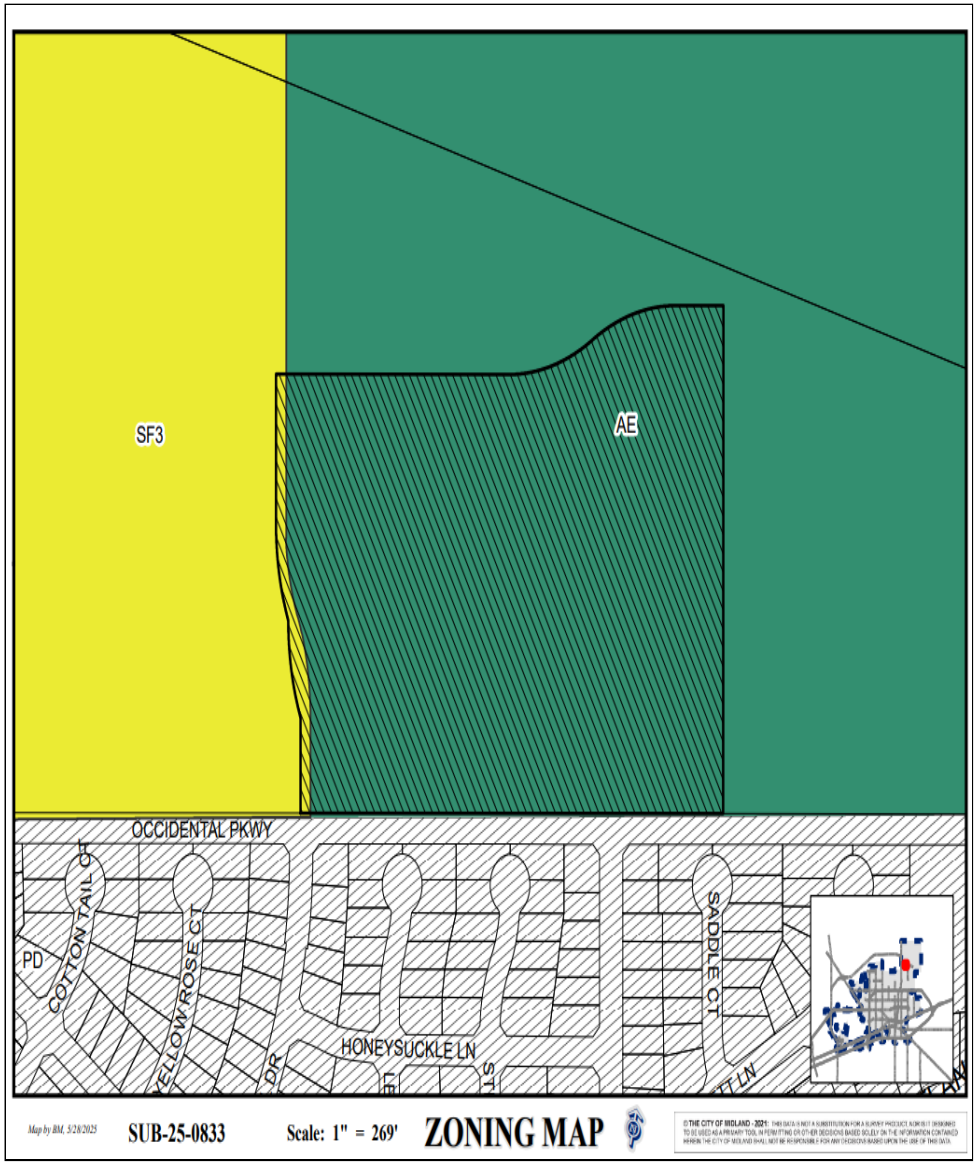
PLAT DETAILS

- **Acreage:** 27.06 acres
- **Number of Existing Lots:** 0
- **Number Proposed Lots:** 1



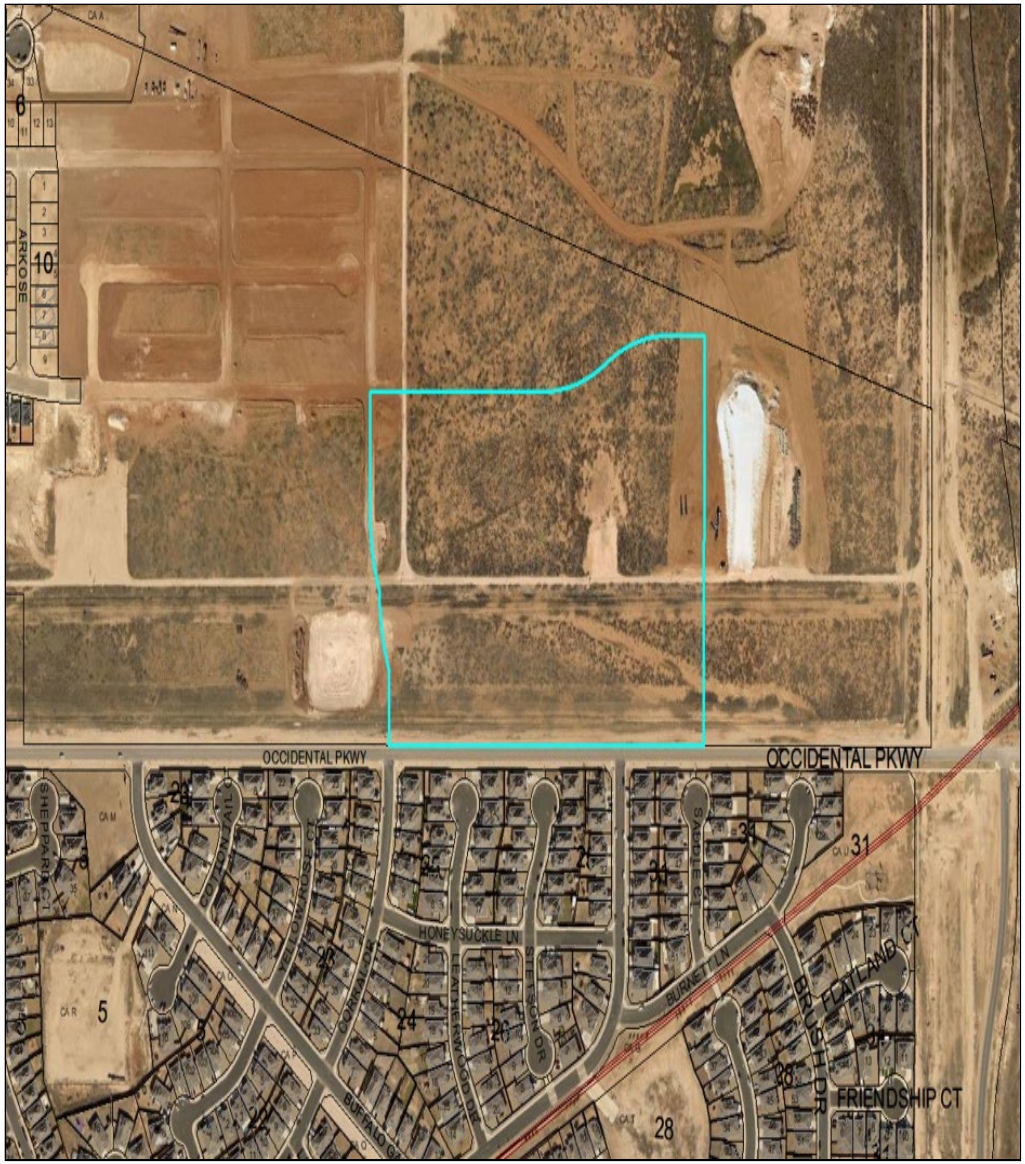
ZONING

- **Current Zoning:** AE, Agricultural Estate District in part, and SF-3, Single-Family Dwelling District in part
- **Surrounding Zoning:**
  - **North/East:** AE, Agricultural Estate District
  - **South:** PD, Planned Development District for a Housing Development
  - **West:** SF-3, Single-Family Dwelling District



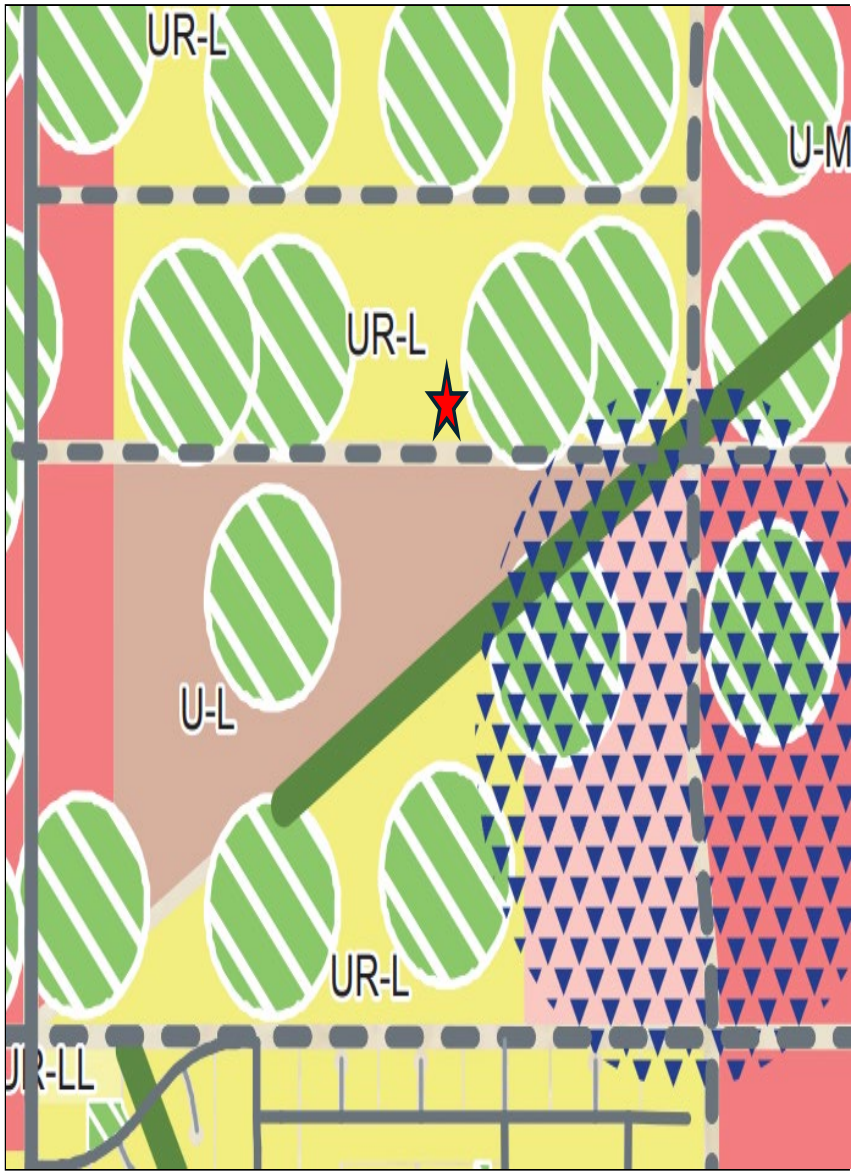
LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North/East/West:** Vacant
  - **South:** Single-Family Residences
- **Proposed Use:** Religious Use



COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential-Large Lot (UR-LL)
- **Supported Uses:** Restrictive land uses, emphasizing housing and open space. Civic uses may be allowed with special use permits.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



STAFF'S RECOMMENDATION

- The Planning and Zoning Commission approved the preliminary plat on June 2, 2025.
- Staff recommends approval of this request subject to the following conditions:

  A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]

STAFF'S RECOMMENDATION

B. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].

C. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 12

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Gabe McClelland, Director

Subject: **MOTION AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT WITH ONEOK WESTEX TRANSMISSION, L.L.C. ("ONEOK") FOR THE REMOVAL OF A BLOCK VALVE AND METER FACILITY AND THE ENCASEMENT OF PIPELINES (THE "ONEOK PROJECT") TO ACCOMMODATE THE EXPANSION OF BRIARWOOD AVENUE; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL OTHER DOCUMENTS NECESSARY FOR THE ONEOK PROJECT; RATIFYING THE DEPUTY CITY MANAGER'S EXECUTION OF A LETTER AGREEMENT WITH ONEOK REGARDING THAT CERTAIN RELOCATION AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND ONEOK DATED OCTOBER 10, 2024 (THE "FAIRGROUNDS ROAD AGREEMENT"), WHICH AUTHORIZES ONEOK TO APPLY THE REFUND OF $252,678.02 DUE TO THE CITY UNDER THE FAIRGROUNDS ROAD AGREEMENT AS A CREDIT AGAINST THE AMOUNT THE CITY SHALL OWE ONEOK FOR THE ONEOK PROJECT UNDER THE REIMBURSEMENT AGREEMENT; AND APPROPRIATING THE SUM OF $200,600.00 FROM THE FAIRGROUNDS ROAD TO MOCKINGBIRD PROJECT AND THE SUM OF $143,221.98 FROM THE PAVING OF BRIARWOOD AVENUE PROJECT TO A PROJECT ACCOUNT FOR SAID ONEOK PROJECT (DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

A motion is needed to authorize a reimbursement agreement with ONEOK Westex Transmission, L.L.C. ("ONEOK") for the removal and relocation of natural gas facilities necessary to accommodate the planned expansion of Briarwood Avenue. Specifically, the work includes removing a block valve and meter facility and encasing two 16-inch pipelines located within existing easements in the area of the roadway improvements.

The removal and encasement are required to clear the area for construction. Under the agreement, the City will reimburse ONEOK for all costs associated with the work, estimated at $596,500.00. The City will apply a $252,678.02 credit from a previous relocation toward this

amount, with the remaining balance of $343,821.98 to be paid from existing project funds.

Recommended City Council Action:

Approve

Fiscal Impact:

$200,600.00 IS AVAILABLE IN THE FAIRGROUNDS ROAD TO MOCKINGBIRD PROJECT 900297-120 AND $143,221.98 IS AVAILABLE IN THE PAVING OF BRIARWOOD AVENUE PROJECT 900458-005 AND WILL BE APPROPRIATED FOR THIS PURPOSE.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

ONEOK currently has natural gas facilities located within existing easements in the area designated for the planned Briarwood Avenue roadway improvements, which must be relocated to accommodate construction. To facilitate the removal and relocation of these facilities, the City must enter into a reimbursement agreement with ONEOK.

City Manager's Office

ONEOK

May 23, 2025

City of Midland
Attn: Jose Ortiz
300 N. Loraine St.
Midland, TX 79701

Dear Mr. Ortiz:

ONEOK WesTex Transmission, L.L.C. ("ONEOK") and City of Midland ("City") entered into that Relocation and Reimbursement Agreement dated October 10, 2024 (the "Reimbursement Agreement") related to the City's North Fairgrounds Road/Mockingbird Lane – Loop 250 Road Expansion project (the "City Project") and ONEOK's relocation of its pipeline assets ("Project 1039"). The Reimbursement Agreement outlined the terms under which ONEOK would relocate certain pipeline assets to accommodate the City Project (the "Work"). This Letter Agreement is intended to modify the terms of the Reimbursement Agreement between ONEOK and the City (collectively, the "Parties").

Pursuant to that Reimbursement Agreement, the City delivered to ONEOK a deposit in the amount of $694,710.00. ONEOK completed the Work, and the total actual costs were $442,031.98. Accordingly, after final accounting for Project 1039 under the terms of the Reimbursement Agreement, ONEOK is required to refund $252,678.02 to the City (the "Refund Dollars"). ONEOK desires to refund the City the full amount of the Refund Dollars.

Simultaneous with this Letter Agreement, ONEOK and the City are negotiating a second Relocation and Reimbursement Agreement for the Briarwood Avenue Phase II Road Project ("Project 1296"). The estimated cost of the relocation work for Project 1296 is $596,500.00. In lieu of issuing a check for the Refund Dollars for Project 1039 to the City, the City is requesting that ONEOK apply all Refund Dollars for Project 1039 to the estimated cost for Project 1296. ONEOK is willing to apply the Refund Dollars to the estimated cost for the pipeline relocation work that will be done under Project 1296.

The City understands, accepts and agrees that by applying the Refund Dollars to the estimated cost for Project 1296, ONEOK has fully performed all of its obligations under the Reimbursement Agreement for Project 1039 and no further reimbursements, refunds, or accounting is required under such Reimbursement Agreement. The terms of the Relocation and Reimbursement Agreement for Project 1296 will be updated to reflect an initial credit of $252,678.02.

This Letter Agreement ("Letter") represents the entire agreement of the Parties with respect to the Refund Dollars and final satisfaction and performance of all obligations under the Reimbursement Agreement addressed herein, and this Letter shall not be modified except in a writing duly executed by each of the Parties. This Letter shall be governed by the laws of the State

ONEOK, Inc.
100 West Fifth Street
Tulsa, OK 74103
www.oneok.com
#12701835v2

of Texas, without reference to the choice of law principles thereof. Venue for any claim related in any way to this Letter shall be in a court of competent jurisdiction located in Midland County, Texas.

Each Party represents and warrants to the other Parties that it is duly authorized to execute and deliver this Letter, and that this Letter has been duly authorized, executed and delivered by such Party and is enforceable against such Party in accordance with its terms. The Parties may execute this Letter by electronic mail transmission and in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

By our respective signatures below, we each agree to the terms and conditions of this Letter.

Very truly yours,

ONEOK WESTEX TRANSMISSION, L.L.C.
a Delaware limited liability company

By: _____
Name: James T. Akingbola
Title: VP, Natural Gas Pipeline and Operations

AGREED TO AND ACCEPTED _____, 2025.

CITY OF MIDLAND

By: _____
Name: Jose E. Ortiz
Title: Deputy City Manager

ONEOK, Inc.
100 West Fifth Street
Tulsa, OK 74103
www.oneok.com
#12701835v2

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this _____, by and between **ONEOK WesTex Transmission, L.L.C.,** a Delaware limited liability company ("ONEOK") and the **City of Midland** (the "City"). The City and ONEOK may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, ONEOK owns and operates a sixteen inch (16") natural gas pipeline in a sixty foot (60') wide easement pursuant to that certain Right-Of-Way Easement dated December 4, 1973, filed of record on February 15, 1974 under Book 577, Page 183, and a sixteen inch (16") natural gas pipeline in a twenty-five foot (25') wide easement pursuant to that certain Right-Of-Way Easement dated January 11, 1974 and filed of record on February 11, 1974 under Book 577, Page 2 (the "Pipelines"), and a block valve and meter facility in a sixty by sixty foot (60' x 60') tract of land pursuant to that certain Facility Easement dated April 14, 2011 and filed of record on May 3, 2011 under instrument number 2011-8495 (the "Facility") in the Records of the County Clerk, Midland County, Texas; and

WHEREAS, the Pipelines and Facility are over, through, and on those certain properties in Midland County, Texas, a portion of which is more specifically described in **Exhibit A** attached hereto and made a part hereof (the "Project Area"); and

WHEREAS, the City wishes to expand the road in the Project Area, and is requesting that ONEOK remove the Facility and encase the Pipelines within the Project Area to accommodate the road expansion; and

WHEREAS, ONEOK is agreeable to remove the Facility and encase the Pipelines, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the terms, covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Subject to the terms set out in this Agreement, ONEOK agrees to remove the Facility and encase the Pipelines (the "Project"), as shown on **Exhibit B**.

The City shall pay all fees, costs and expenses incurred by and/or on behalf of ONEOK in furtherance of all activities necessary for the Project (including but not limited to materials, labor, reasonable overhead, insurance and all other costs relating directly to or reasonably allocated to the Project (the "Final Cost"). ONEOK estimates that the Project costs will be $596,500.00 as shown in **Exhibit C**. City has directed ONEOK to apply funds from a previously completed relocation project to the Project, in the amount of $252,678.02 (the "Transferred Funds"). City shall deliver to ONEOK good funds in the form of a certified check or wire transfer in the amount of the $343,821.98 (the "Balance Estimated Payment"), which, together with the Transferred Funds, shall be the total "Estimated Payment" and shall constitute City's payment of the total direct pipeline costs shown in **Exhibit C**. If the Final Cost exceeds the Estimated Payment, then in that event, ONEOK may issue a written demand (the "Demand") to City for payment of the difference

between the Final Cost and the Estimated Payment. ONEOK shall include with its Demand invoices, purchase orders or other documents that reasonably evidence the difference between the Final Cost and the Estimated Payment. If City receives a Demand and the requisite supporting documentation from ONEOK, City shall deliver to ONEOK good funds in the amount specified in the Demand in the form of a certified check or wire transfer within ten (10) days thereafter; provided, however, that City's payment of the amount specified in the Demand shall not exceed the contingency amount shown in **Exhibit C**, which is $0.00 (the "Contingency Amount"). If the amount specified in the Demand exceeds the Contingency Amount, City shall not be required to pay to ONEOK the difference between the two (the "Excess Amount") unless payment of the Excess Amount is expressly authorized by City's City Council (the "Council"). If the Demand would require payment of an Excess Amount, City's Director of Engineering Services or said Director's designee shall place an item authorizing City's payment to ONEOK of the Excess Amount on the agenda of the next Council meeting that is scheduled to occur after the tenth (10th) business day following the date that the City received the Demand and the requisite supporting documentation. City's payment of the Excess Amount shall be made to ONEOK, in the form of a certified check or wire transfer, within ten (10) days of Council's authorization thereof. ONEOK understands and agrees that the issue of whether to authorize payment of the Excess Amount shall be in the sole discretion of the Council, and nothing in this Agreement shall be construed to require City to pay the Excess Amount in the absence of Council authorization. If the Final Cost is less than the Estimated Payment, ONEOK shall authorize a refund to the City of the difference between the Estimated Payment and the Final Cost, following the completion, closing and final accounting of the Project. ONEOK shall commence construction of the Project as soon as reasonably possible subject to weather, material and contractor availability.

2. Prior to the commencement of the work to be performed by ONEOK, the City must deliver the Estimated Payment to ONEOK as required in Section 1 above.

3. Except as provided in Section 6, if the City cancels the Project for any reason, the City shall pay to ONEOK all of the costs that ONEOK has incurred prior to the date on which the City notifies ONEOK in writing of its intent to cancel the Project, which costs may include engineering, procuring equipment and materials, construction, and any other costs that have already been incurred due to or associated with the Project, as well as any costs necessary to restore the Project Area to the condition it was in prior to the Project. In the event that all of the costs that ONEOK has incurred prior to the date on which the City notifies ONEOK in writing of its intent to cancel the Project are less than the amount that the City previously paid ONEOK pursuant to this Agreement, ONEOK shall provide a refund of the difference to the City within 30 days of the date of ONEOK's final accounting and closeout of workorders after receipt of the City's notification of its intent to cancel the Project.

4. If ONEOK cancels the Project for any reason other than a breach of this Agreement by the City, ONEOK shall provide a refund of all payments that were made by the City to ONEOK pursuant to this Agreement. Said refund shall be provided to the City within 30 days of the date of ONEOK's cancellation of the Project.

5. Subject to the satisfaction of the conditions set forth in this Agreement, ONEOK agrees to:

(a) perform its obligations under this Agreement and complete the Project in compliance with the applicable statutes, rules and regulations of all federal, state and local governmental entities having jurisdiction.

(b) substantially complete the work within 120 business days after the date of commencement of the work, subject to adequate weather conditions and/or events of force majeure.

6. In the event that ONEOK fails to substantially complete the work on the Project in accordance with Section 5, City may give notice to ONEOK of City's cancellation of the Project. Within 30 days following ONEOK's receipt of such notice, ONEOK shall either (1) provide a refund of all payments that were made by City to ONEOK pursuant to this Agreement or (2) give City notice of ONEOK's intent to remedy the failure to substantially complete the work on the Project. If ONEOK gives City notice of its intent to remedy the failure to substantially complete the work on the Project, ONEOK shall have an additional 90 business days to substantially complete the work on the Project, subject to adequate weather conditions and/or events of force majeure. In the event that ONEOK fails to substantially complete the work on the Project within such 90 business days, City may give a second notice to ONEOK of City's cancellation of the Project. Within 30 days following ONEOK's receipt of such second notice, ONEOK shall provide a refund of all payments that were made by City to ONEOK pursuant to this Agreement. The provisions of this Section 6 shall supersede any conflicting provisions of this Agreement.

7. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between ONEOK and the City nor between any officer, employee, contractor or representative of ONEOK or the City. No joint employment is intended or created by this Agreement for any purpose. ONEOK and the City agree to so inform their respective employees, agents, contractors and subcontractors, who are involved in the implementation of or construction under this Agreement.

8. If any Party defaults in the performance of any provision contained herein, the non-defaulting Party shall have all remedies available at law or equity, including, without limitation, the remedy of specific performance, to the extent available. No remedy shall exclude any other remedy. All remedies shall be cumulative.

9. All notices and communications required or permitted to be given hereunder shall be in writing and mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

<u>If to ONEOK:</u> ONEOK, Inc.
100 West Fifth Street
Tulsa, OK 74103
Attn: Susan Bergman

ONEOK, Inc
100 West Fifth Street
Tulsa, OK 74103
Attn: General Counsel

If to the City: City of Midland
300 N. Loraine St.
Midland, TX 79701
Attn: City Manager

Notice shall be deemed to have been given upon receipt or refusal.

10. Each Party represents to the other that this Agreement and all documents to be executed in connection herewith, have been duly authorized, and each Party has the corporate power necessary for, the execution and delivery of each of such documents and the performance of their respective terms and the individuals executing this Agreement and all other documents to be delivered hereto on behalf of the applicable Party hereto have been duly appointed and authorized to do so.

11. This Agreement shall be governed by and construed under the laws of the State of Texas. Venue for any claim related in any way to this Agreement shall be in a court of competent jurisdiction located in Midland County, Texas.

12. This Agreement including its Exhibits constitute the entire agreement between the Parties hereto.

13. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

14. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

ONEOK WesTex Transmission, L.L.C.
a Delaware limited liability company

_____
By: James T. Akingbola
Title: Vice President, Natural Gas Pipeline Operations

STATE OF OKLAHOMA	)	ACKNOWLEDGMENT
	)	
COUNTY OF TULSA	)	

On this _____, 2025, before me, the undersigned, a Notary Public for the State of Oklahoma, personally appeared **James Akingbola, VP Natural Gas Pipeline Operations** for **ONEOK WesTex Transmission, L.L.C.,** known to me to be the person whose name is subscribed to within the instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

_____

(seal) Notary Public, State of Oklahoma

City of Midland

_____
By: Jose Ortiz
Title: Deputy City Manager

STATE OF TEXAS	)	ACKNOWLEDGMENT
	)	
COUNTY OF MIDLAND	)	

On this _____, 2025, before me, the undersigned, a Notary Public for the State of Texas, personally appeared **Jose Ortiz, Deputy City Manager** for the **City of Midland,** known to me to be the person whose name is subscribed to within the instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

_____

(seal) Notary Public, State of Texas

Exhibit A

Pipeline Area

Tract 33: Centerline description of a pipeline within a twenty five foot (25') R-O-W across the west ½ of Section 23, Block 40, T-1-S, T.P. & R.R. Company Survey, Midland County, Texas.

Tract 34: a sixty foot (60') wide easement, being twenty feet (20') on the West and forty feet (40') on the East, across Section 26, Block 40, T-1-S, T&P RR CO Survey, Midland County, Texas.

Facility Easement: A sixty foot (60') by sixty foot (60') tract of land located in located in Lot 1, Block 1 Roper Addition as filed for record in Volume G, Page 144 of the Plat Record of Midland County, Texas.

Exhibit B

Meter to be removed (apprx.)
W County Road 60
W County Road 60
Heidelberg Ln
160 ft./40 ft of new casing and pipe
(apprx. location)
bing
NGP Pipelines
In-Service
1296- City of Midland
Created By: Web AppBuilder for ArcGIS
Created Date: 5/28/2025
ONEOK

Exhibit C

Costs, Fees, Expenses and Other Forecasted Amounts

ONEOK WesTex Transmission, L.P.
Line 413-000 16" Pipeline Tap Removal
Midland Co., TX

SUMMARY	Current Estimate Quantity	Units	Unit Cost	Cost	Total Cost
Material					**$68,000**
Piping (16", .375" w.t., X-52)	40	ft	$200	$8,000	
Casing Piping	160	ft	$250	$40,000	
Stopple Fitting	1	ea	$20,000	$20,000	
Land					**$15,000**
R/W Damages	1	lot	$5,000	$5,000	
Environmental	1	lot	$10,000	$10,000	
Construction					**$468,000**
Contractor	1	lot	$200,000	$200,000	
Company Labor	1	lot	$15,000	$15,000	
Inspection	8	weeks	$5,000	$40,000	
Stopple (TDW team)	1	lot	$130,000	$130,000	
X-ray	4	visits	$2,000	$8,000	
LNG Truck	1	lot	$75,000	$75,000	
TOTAL COST					**$551,000**
Combined Taxes On Sales, Services, Leases, Rentals (8.25 Percent)				$45,458	**$45,500**
Labor - Attends Overhead					**$0**
Overhead - 5%					**$0**
Contingency - 10%					**$0**
TOTAL COST w/Taxes, Overheads, and Contingency					**$596,500**

City Council Meeting

Item Number: 13

Meeting Date: April 22, 2025, June 10, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, David Chin, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a lounge on a property located at 615 West Wall Street for Hot Shots.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

All surrounding properties are zoned CB, Central Business District. Property to the north is office buildings. Property to the east is BTA Oil. Property to the south is The Bar. The property to the west is Double Bar Saloon.

Analysis:

The property is zoned CB, Central Business District. CB zoning allows Alcoholic Beverages Sales for On-Premises Consumption in a lounge with the approval of an SUD. The business has received citations for selling alcohol while having an expired SUD. However, they are attempting to come into compliance by requesting this SUD. Additionally, due to the volume of incidents reported at this business, staff is recommending that a condition which, if approved by Council, will require the business to have two security guards present during 9pm and 1:45am. The total area of the lounge, Hot Shots, is 4,200 square feet and the proposed alcohol serviceable area is 4,000 square feet.

The proposed hours of operation:

Tuesday through Saturday from 6 p.m. to 1:45 a.m.

The proposed hours of alcohol service:

Tuesday through Saturday from 6 p.m. to 1:45 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland

residents can gather and socialize to build connections." Hot Shots, 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 additional comments or objections.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD is approved based on the current occupant load pending that no changes to the occupancy, seating count, physical structure, and/or the floor layout has taken place when compared to previously approved SUDs. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

The Planning & Zoning Commission recommended approval on April 7, 2025 with the following amendment: that Condition D be modified to only require police officers on Fridays and Saturdays.

City Council approved this request in its first reading on April 22, 2025 with amendments to condition D and the addition of Condition I to read as follows:

> *D. That the operator of the Establishment shall provide a minimum of two certified peace officers as security guards on the premises of the Establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 1:45 a.m. of the following day.*
>
> *I. That the Specific Use Designation With Term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this Specific Use Designation With Term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the Establishment. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal this ordinance.*

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 lounge, subject to staff's recommended conditions below.

Conditions:

A. **That the serviceable area of the establishment shall be limited to approximately 4,000 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 applicable state and local laws.**

C. **That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to Tuesday through Saturday from 6 p.m. to 1:45 a.m.**

D. **That the operator of the Establishment shall provide a minimum of two certified peace officers as security guards on the premises of the Establishment during hours of operation that occur between 9:00 p.m. and 1:45 a.m.**

E. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code**

F. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

G. **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.**

H. **That That in accordance with Section 11-1-9.07. E.3 of the zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of April 11, 2025 staff has received one letter of objection. resulting in a 32.4% objection. Per 11-1-9.02.E, a three-fourths vote is required for approval.

Attachments:

Application
Floor Plan (Exhibit A)

Maps
Objection Letter
PowerPoint

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 THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A 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 the east 50 feet of Lots 10 through 12, Block 61, Original Town 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 lounge (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Tuesday through Saturday from 6:00 p.m. to 1:45 a.m. of the following day.

D. That the operator of the Establishment shall provide a minimum of two certified peace officers as security guards on the premises of the Establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 1:45 a.m. of the following day.

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

G. 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.

H. 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.

I. That the Specific Use Designation With Term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this Specific Use Designation With Term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the Establishment. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

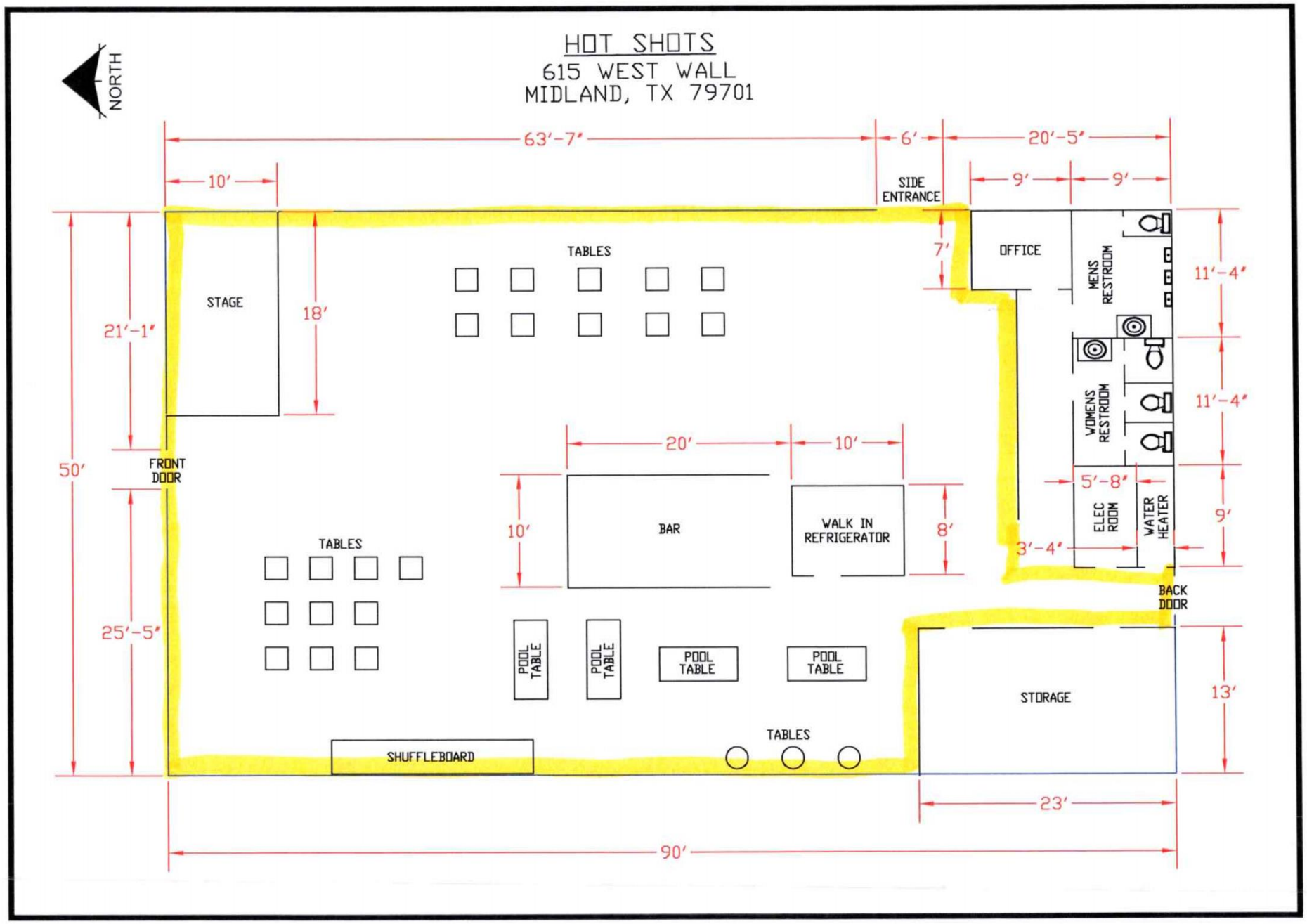
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A


HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701
NORTH
63'-7"
6'
20'-5"
10'
9'
9'
SIDE ENTRANCE
7'
OFFICE
MENS RESTROOM
11'-4"
TABLES
STAGE
18'
21'-1"
WOMENS RESTROOM
11'-4"
WALL STREET
PARKING LOT
50'
FRONT DOOR
20'
10'
5'-8"
ELEC ROOM
WATER HEATER
9'
10'
BAR
WALK IN REFRIGERATOR
8'
3'-4"
TABLES
BACK DOOR
25'-5"
POOL TABLE
POOL TABLE
POOL TABLE
POOL TABLE
STORAGE
13'
TABLES
SHUFFLEBOARD
23'
90'

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: DAVID CHIN		Phone (432) 352-7986 Email MANIX782@YAHOO.COM	
Address 615 W. WALL STREET	City MIDLAND	State TX	Zip 79701
Property Owner Printed Name: Same as above.		Phone ( ) Email	
Address	City	State	Zip
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 615 W. WALL STREET MIDLAND, TEXAS 79701

Business Name: HOT SHOTS

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Reason for Request: _____

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: BAR

Proposed/Current Days and Hours of Operation: TUESDAYS THROUGH SATURDAY

Proposed Days and Hours of Alcohol Service: 6:00 PM – 1:45 AM

Total Square Footage of Business: 4,200.

Square Footage of Alcohol Serviceable Area: 4,000

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / 3	**Bathroom Sinks:** 1
	Women	**Toilets:** 2	**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):	Date: 3/5/25
Applicant (printed): DAVID CHIN	
Property Owner (signature):	Date: 3/5/25
Property Owner (printed) : DAVID CHIN	

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 David Chin who, being by me duly sworn, upon oath says: That (s)he is authorized by David Chin, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this 6th day of March, 2025, to certify which witness my hand and seal of office.

CIARA GRAHAM
Notary ID #135088820
My Commission Expires
September 13, 2028

Notary Public

FOR OFFICE USE ONLY

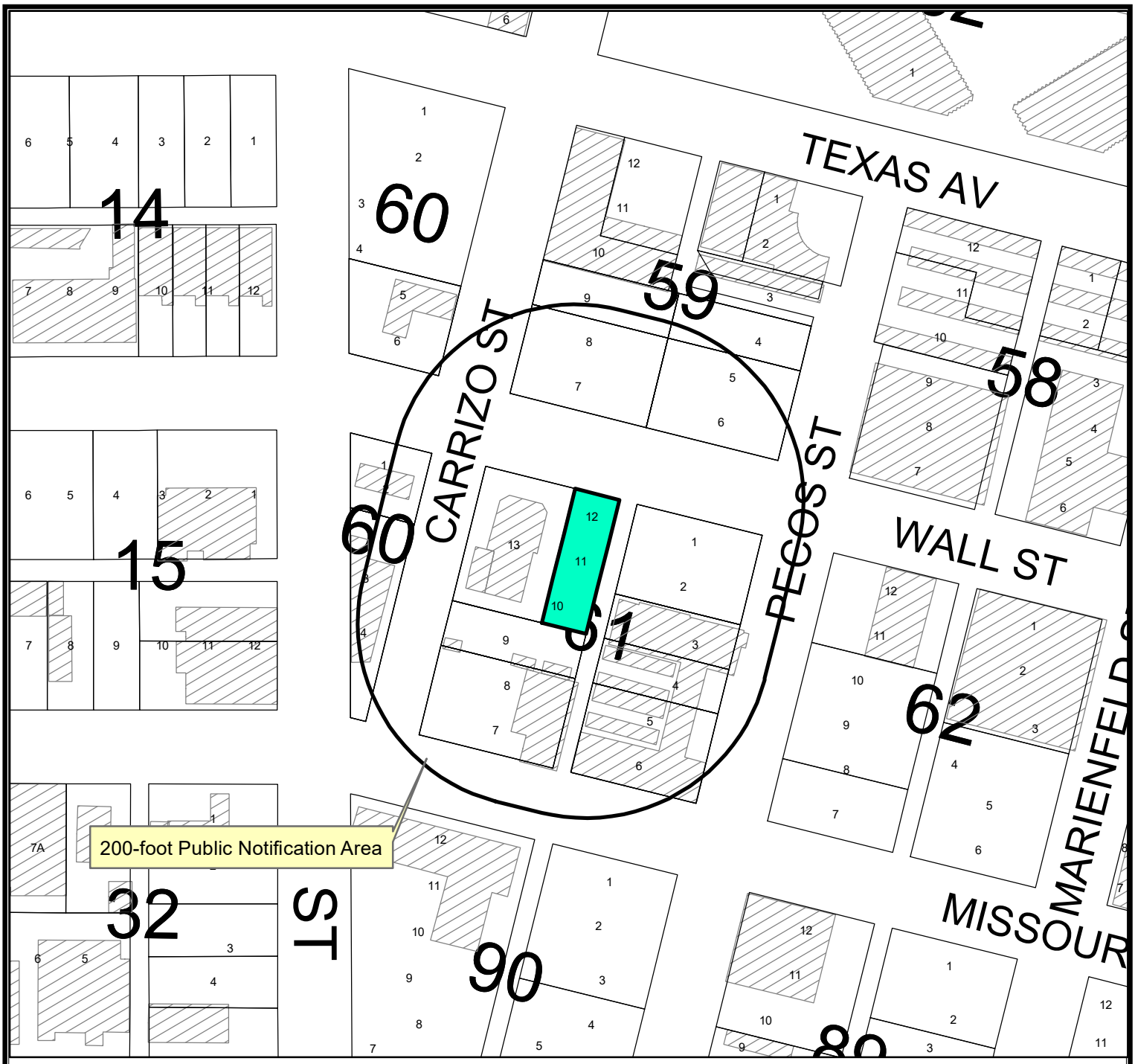
☐ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 8975	☐ Plans in Digital Format (PDF/JPEG)

RECEIVED

Received By: _____ Date: MAR 10 2025

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

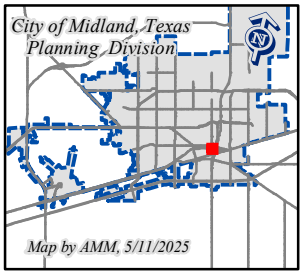
SUD-25-0195 **Scale: 1" = 861'**

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a bar on the east 50 feet of Lot 10 through and 12, Block 39, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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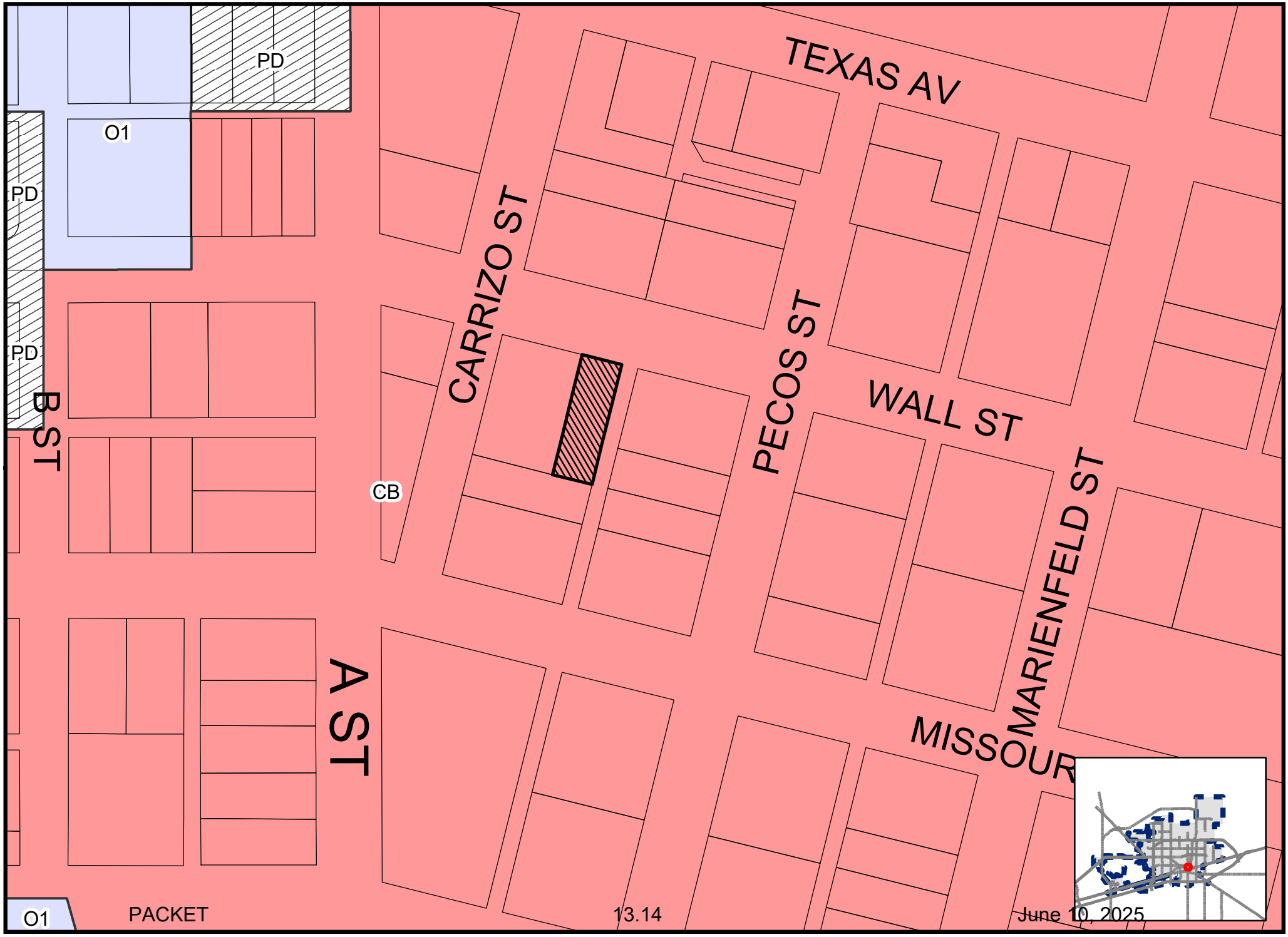

Map by AMM, 5/11/2025

SUD-25-0195

Scale: 1" = 753'

ZONING MAP

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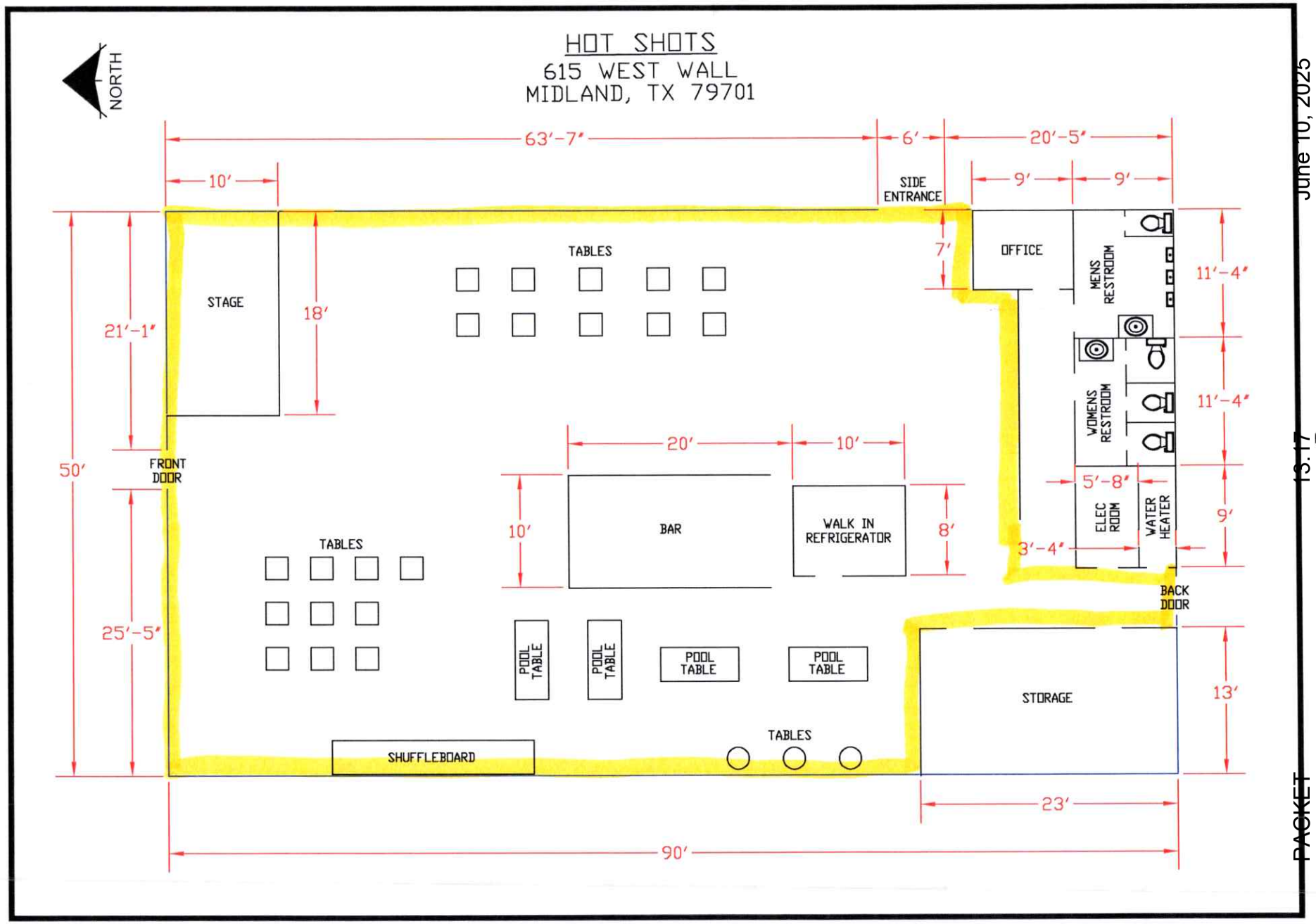
HOT SHOTS
PARTY CENTRAL
POOL TOURN MENT TUES-SAT
KARAOKE TUES THRU SAT
EST BLISHED 1999

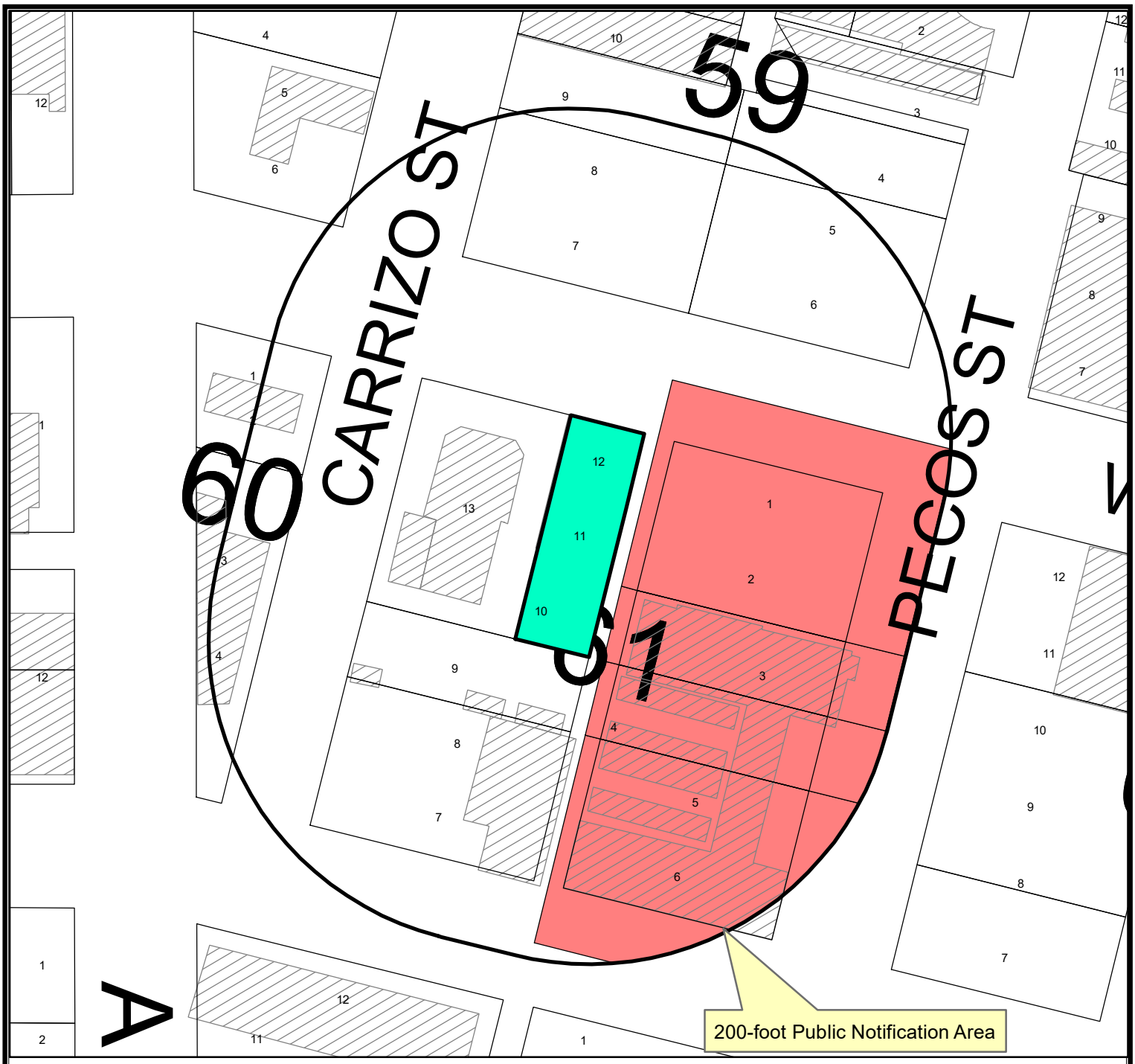
TEXAS AV
CARRIZO ST
PECOS ST
WALL ST
MARIENFELD ST
B ST
A ST
MISSOURI AV



June 10, 2025

13.17

PACKET



32.4% Objection

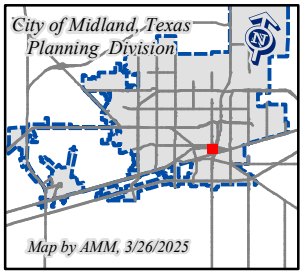
SUD-25-0195 **Scale: 1" = 1,117'**

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a bar on the east 50 feet of Lots 10 through 12, Block 61, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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MIDLAND
Be the Energy!

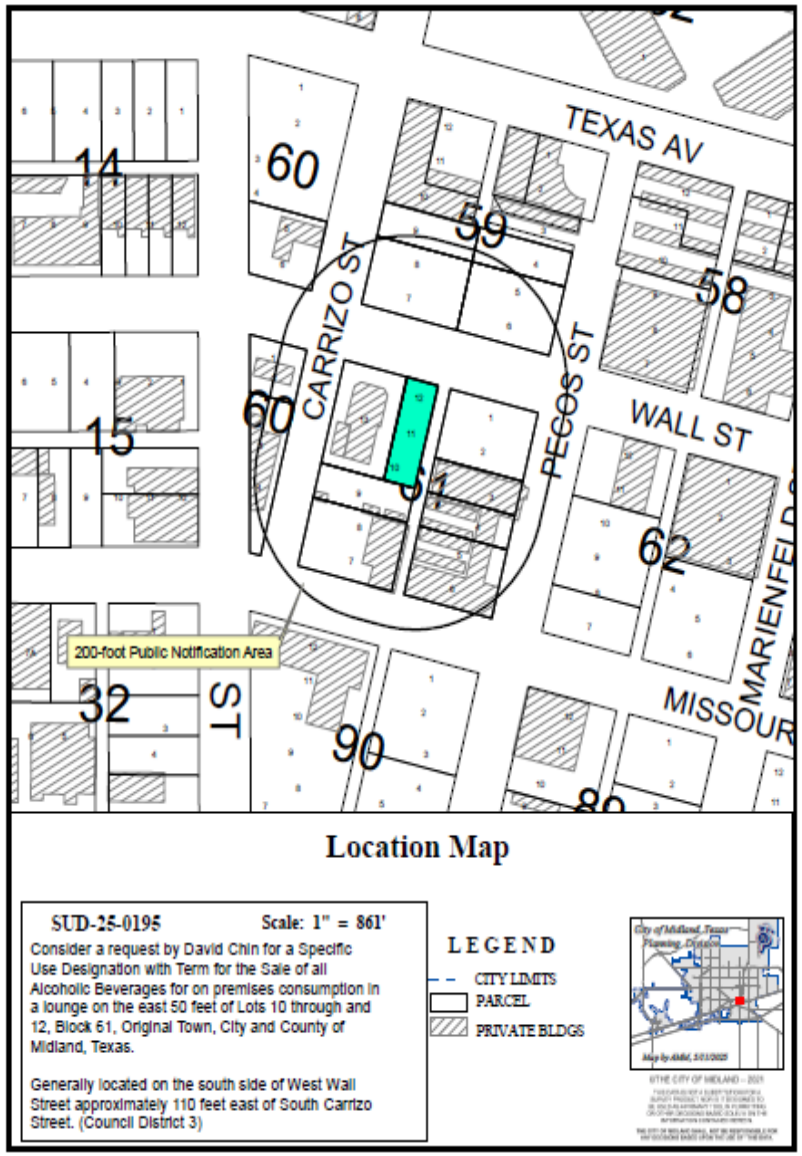
HOT SHOTS

ITEM
SPECIFIC USE DESIGNATION WITH TERM

Visit Our Website
MIDLANDTEXAS.GOV

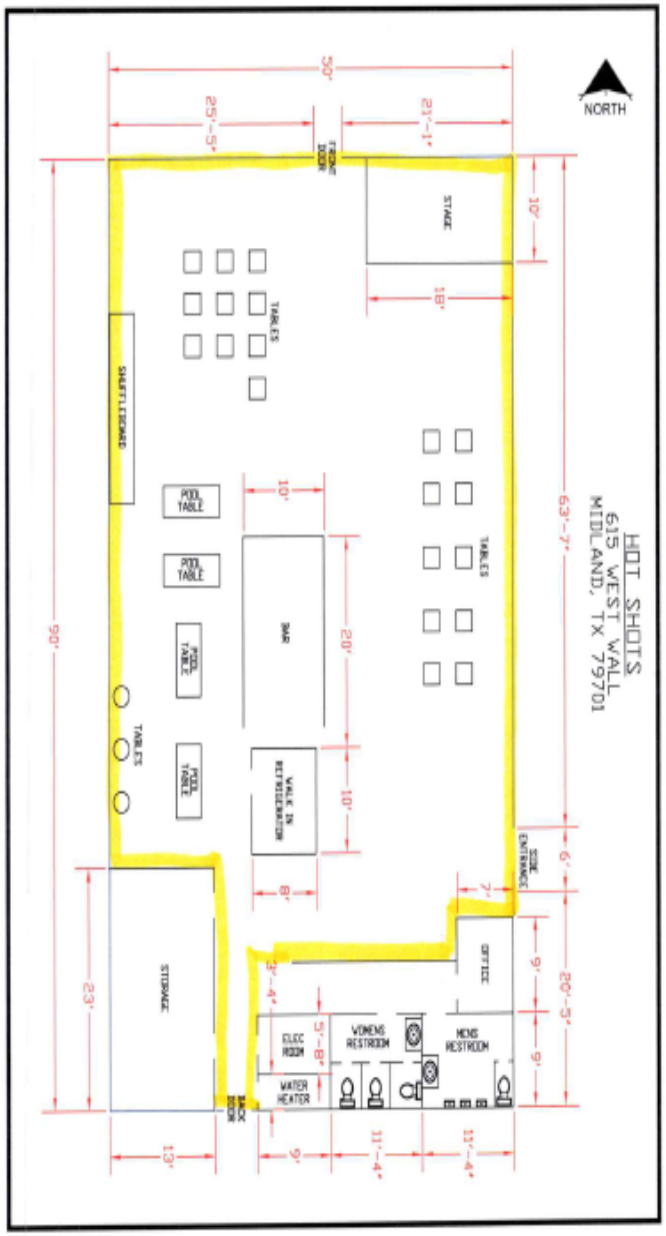
APPLICATION SUMMARY

- **Property owner:** David Chin
- **Application Type:** Specific Use Designation With Term
- **Address:** 615 West Wall Street (District 3)



SUD DETAILS

- **Square Footage of SUD:** 4,200 sq feet
- **Alcohol Serviceable Area:** 4,000 sq ft
- **Proposed Days and Hours of Operation:**
  - Tuesday through Saturday from 6 p.m. to 1:45 a.m.

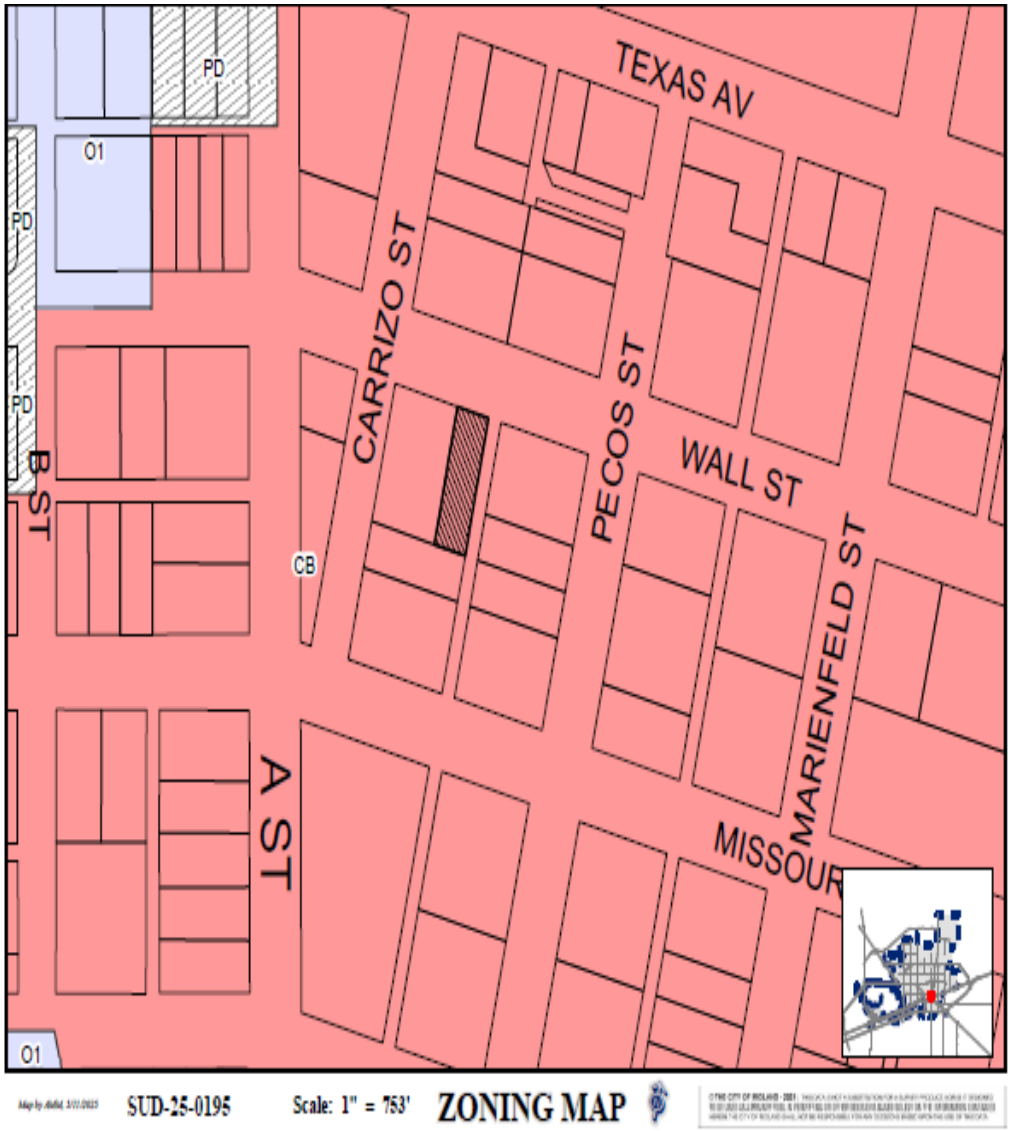


SUD DETAILS

Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.

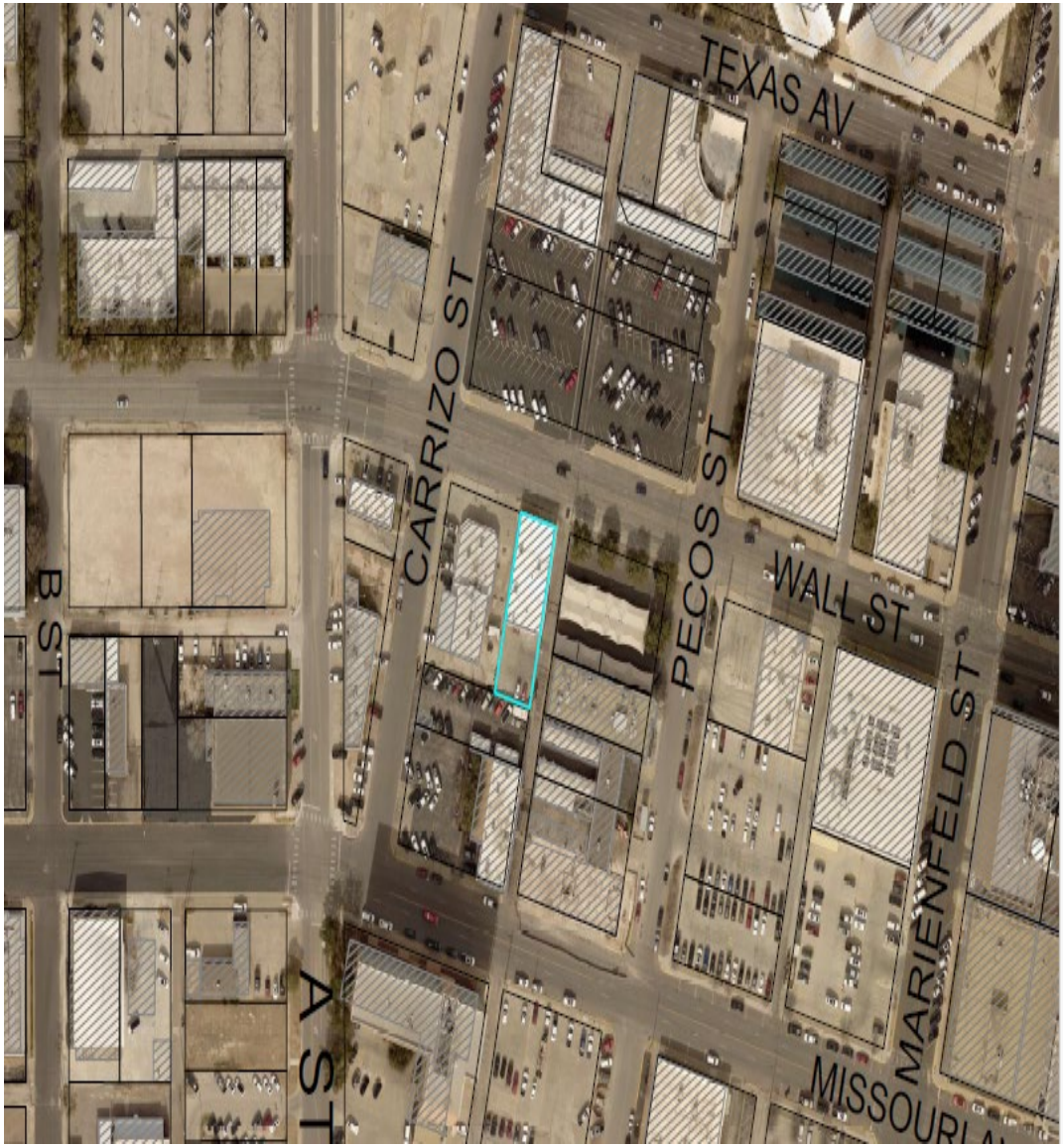
ZONING

- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:** CB, Central Business.
- **Current Use of the Property: A Lounge:** The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03



LAND USE

- **Surrounding Uses:**
  - North: Commercial Building
  - South: The Bar
  - East: BTA Oil Building
  - West: Double Bar Saloon



SITE PHOTO

On West Wall Street, Looking North

COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
  - Village Center
- **Supported Uses:**
  - This is a village center area and there are no policies established for this location.
  - Request is compatible with the surrounding area and the Tall City Tomorrow Plan.

STAFF RECOMMENDATION

- One objection has been received.
- Planning and Zoning approved it on April 7, 2025 with the condition of only having two peace officers Fridays and Saturdays.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a restaurant subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 4,000 square feet as shown in <u>Exhibit "A".</u>

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

MIDLAND Be the Energy!

STAFF RECOMMENDATION

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:

Tuesday through Saturday from 6 p.m. to 1:45 a.m.

D. That the operator of the Establishment shall provide a minimum of two certified peace officers as security guards during hours of operation that occur between 9 p.m. and 1:45 a.m.

MIDLAND Be the Energy!

STAFF RECOMMENDATION

E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code

F. That the establishment shall meet all requirements of the Fire Department and Code Administration.

STAFF RECOMMENDATION

G. 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.

H. 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.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

MIDLAND
Planning Division

RECEIVED
APR 08 2025

B T A OIL PRODUCERS
104 S PECOS ST
TX MIDLAND 79701-5021

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **April 22, 2025,** in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79701, on a request by **David Chin** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: The east 50 feet of Lots 10 through 12, Block 61, Original Town, City and County of Midland, Texas.

LOCATION: Generally located on the south side of West Wall Street, approximately 110 feet east of south Carrizo Street. (Council District 3)

CURRENT ZONING: CB, Central Business District.

SPECIFIC USE: For the sale of all Alcoholic Beverages for On-Premises Consumption, in a Lounge.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:**

Required Information:

Property Owner's Signature

Richard Fugua, Partner, BTA Oil Producers
Printed Name

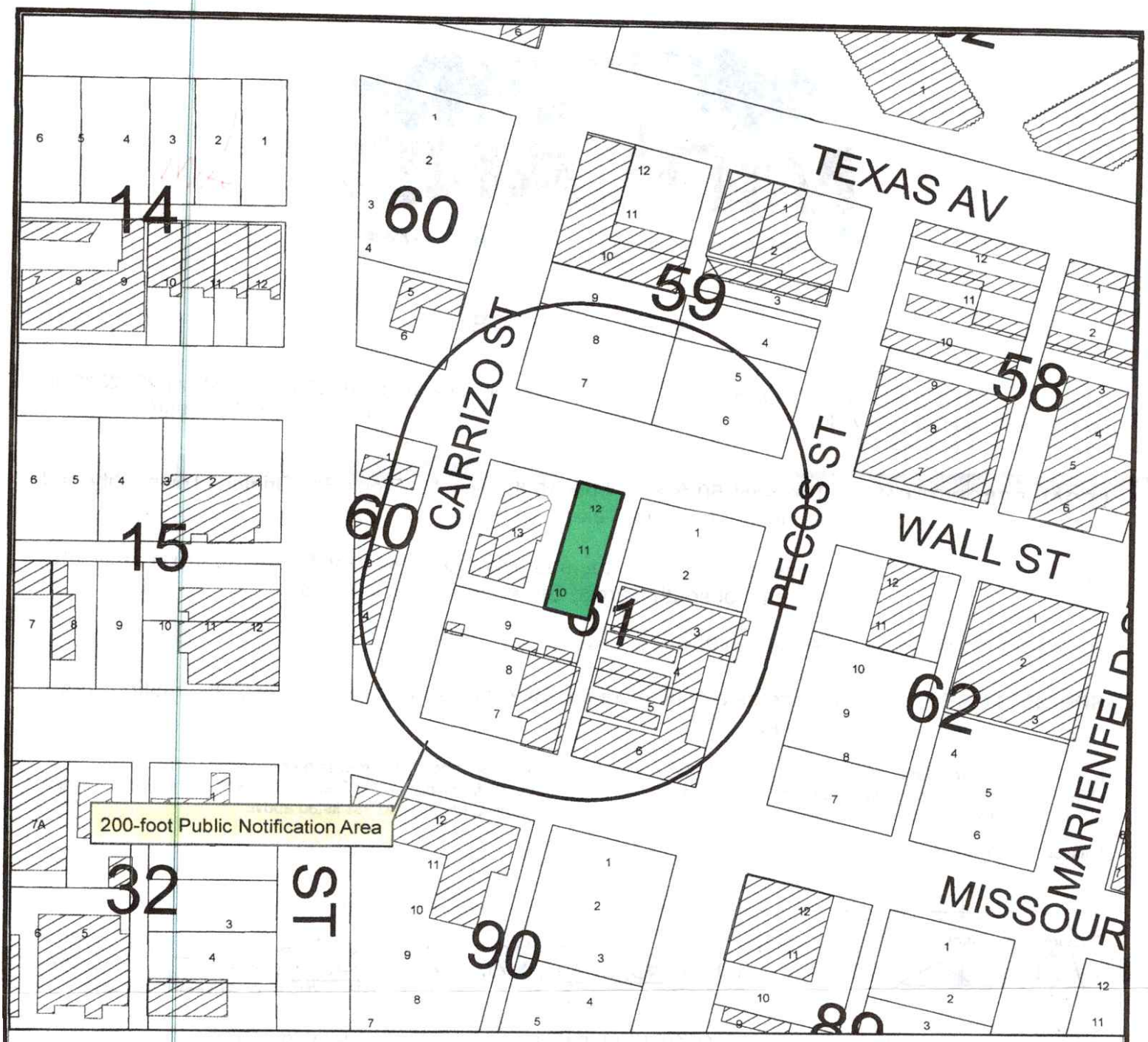
104 S. Pecos St. (Property 1-6 on map)
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at (432) 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al: (432) 685-7400.

Notices Mailed: 9
Date Mailed: 4/4/2025
Case Number: SUD-25-0195
Case Name: Hot Shots
AMM : Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



Location Map

SUD-25-0195 **Scale: 1" = 861'**

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a lounge on the east 50 feet of Lots 10 through and 12, Block 61, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (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.

City Council Meeting

Item Number: 14

Meeting Date: May 27, 2025, June 10, 2025

To: City Council / City Manager

From: Alexis M. Martinez, 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 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Applicant, 237 West Wall, LLC, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 621 West Wall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

All surrounding properties are zoned CB, Central Business Districts. Property to the north is office buildings. The property to the east is Hot Shots. The property to the south is The Bar parking lot. The property to the west is Wall Street Cocina.

Analysis:

The property is located at 621 West Wall Street and is currently zoned CB, Central Business District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the bar is 5,792 square feet and the proposed alcohol serviceable area is 4,462 square feet. Additionally, due to the volume of incidents reported for this property, staff is recommending additional conditions, being Condition D, which will require the presence of peace officers during the hours of the SUD, and Condition I, which will require the SUD to be reviewed by City Council seven months from the time of its approval to assess whether not the same issues are present. At such time, Council may amend the conditions of the SUD or even repeal the SUD.

The proposed hours of operation:

Sunday through Saturday from 12 p.m. to 2 a.m.

The proposed hours of alcohol service:

Sunday through Saturday from 12 p.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland

residents can gather and socialize to build connections." Double Bar Saloon 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 Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for Double Bar Saloon is acceptable. The property must adhere to the maximum occupant load of 115 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)

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 I.

Conditions:

A. That the serviceable area shall be limited to approximately 4,462 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 applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 12 p.m. to 2 a.m.

D. That the operator of the establishment shall provide a minimum of two certified peace officers as security guards on the premises of the establishment during hours of operation on Friday and Saturday that occur between 9 p.m. and 2 a.m. of the following day.

E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the establishment shall meet all requirements of the Fire Department and Code Administration.

G. 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.

H. That in accordance with Section 11-1-9.07. E.3 of the zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

I. That the specific use designation with term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this specific use designation with term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the establishment. Based upon such review, the City Council may direct the Specific Use Designation With Term or to repeal this ordinance.

Letters of Objection:

As of May 16, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint Presentation

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 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 13, Block 61, Original Town Addition, Section 25, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,462 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 12:00 p.m. (noon) to 2:00 a.m. of the following day.

D. That the operator of the Establishment shall provide a minimum of two security guards who are Level II certified, as required by the State of Texas for a security officer commission or for a license as a noncommissioned security officer, on the premises of the Establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 2:00 a.m. of the following day.

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

G. 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.

H. 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.

I. That the Specific Use Designation With Term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this Specific Use Designation With Term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the Establishment. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
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:

_____
Nicholas Toulet, Interim City Attorney

621 West Wall St. Midland, Tx 79701

max occupancy: 115
Serviceable square footage: 4,462 ft.²

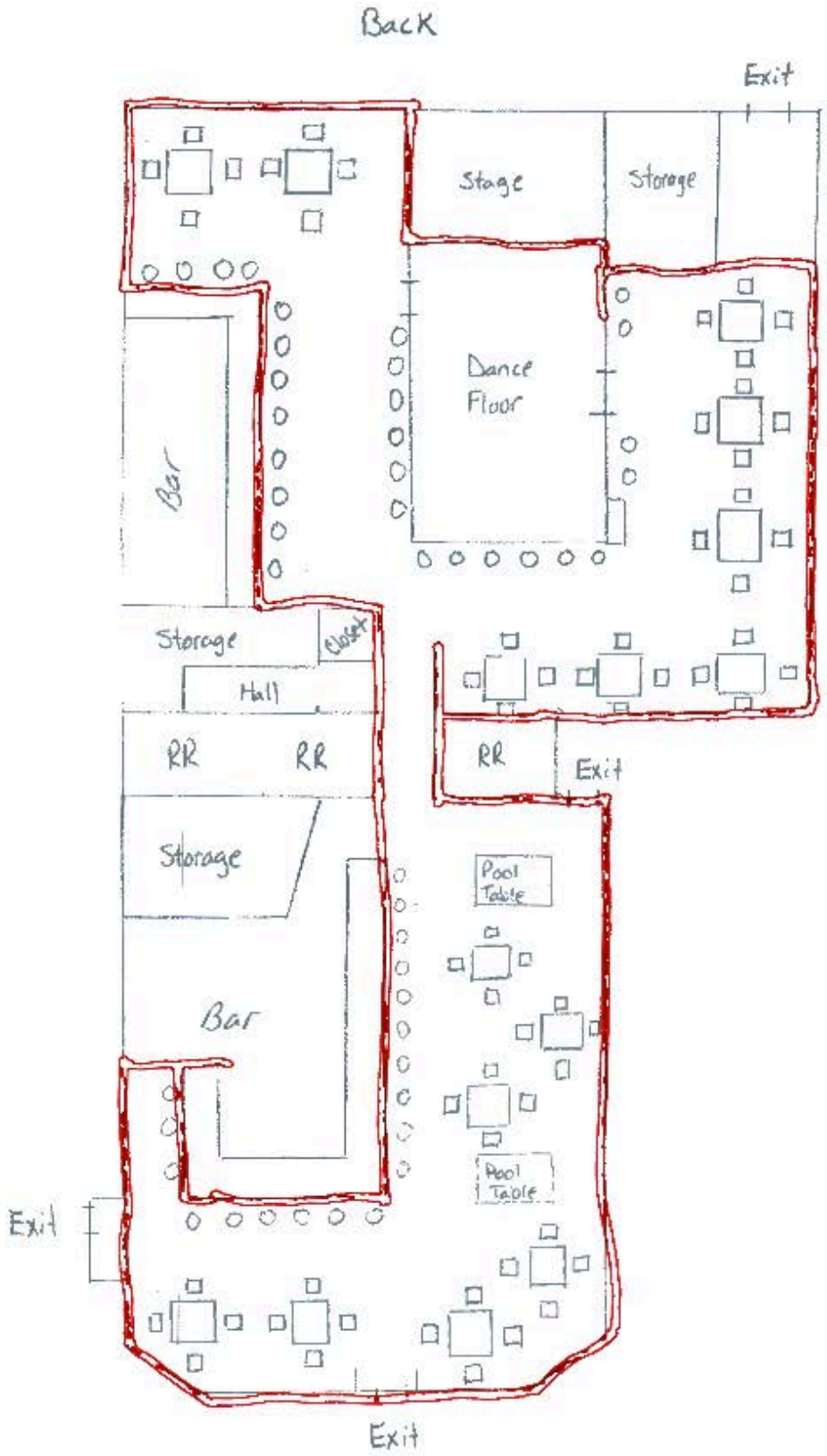


EXHIBIT A

MIDLAND Planning Division	**Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption**	Project Number: SUP-25-0200 Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: 237 West Wall, LLC.		Phone (432) 770-2193 Email Doublebarsalon@gmail.com	
Address 1401 Ainslee St.	City Midland	State TX	Zip 79701

Property Owner Printed Name: Wall Street Joint Ventures		Phone (713) 385-6527 Email becky.thomson@rtspecialty.com	
Address 918 Malone St.	City Houston	State TX	Zip 77007

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 621 W. Wall St.

Business Name: Double Bar Saloon

Legal Description
Lot: 13 Block: 61 Subdivision: Original Town, Section 25

Current Zoning: CB

Reason for Request: We are operating a bar at this location.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Bar

Proposed/Current Days and Hours of Operation: Sunday-Saturday 12:00PM-2:00AM

Proposed Days and Hours of Alcohol Service: Sunday-Saturday 12:00PM-2:00AM

Total Square Footage of Business: 5,792

Square Footage of Alcohol Serviceable Area: 4,462

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / 2	**Bathroom Sinks:** 2
	Women	**Toilets:** 3	**Bathroom Sinks:** 2

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen
  - 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): Carlin Smith Raymon Griffith	Date: 05/07/2025
Applicant (printed): Carlin Smith Raymon Griffith	
Property Owner (signature):	Date:
Property Owner (printed) :_____	

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

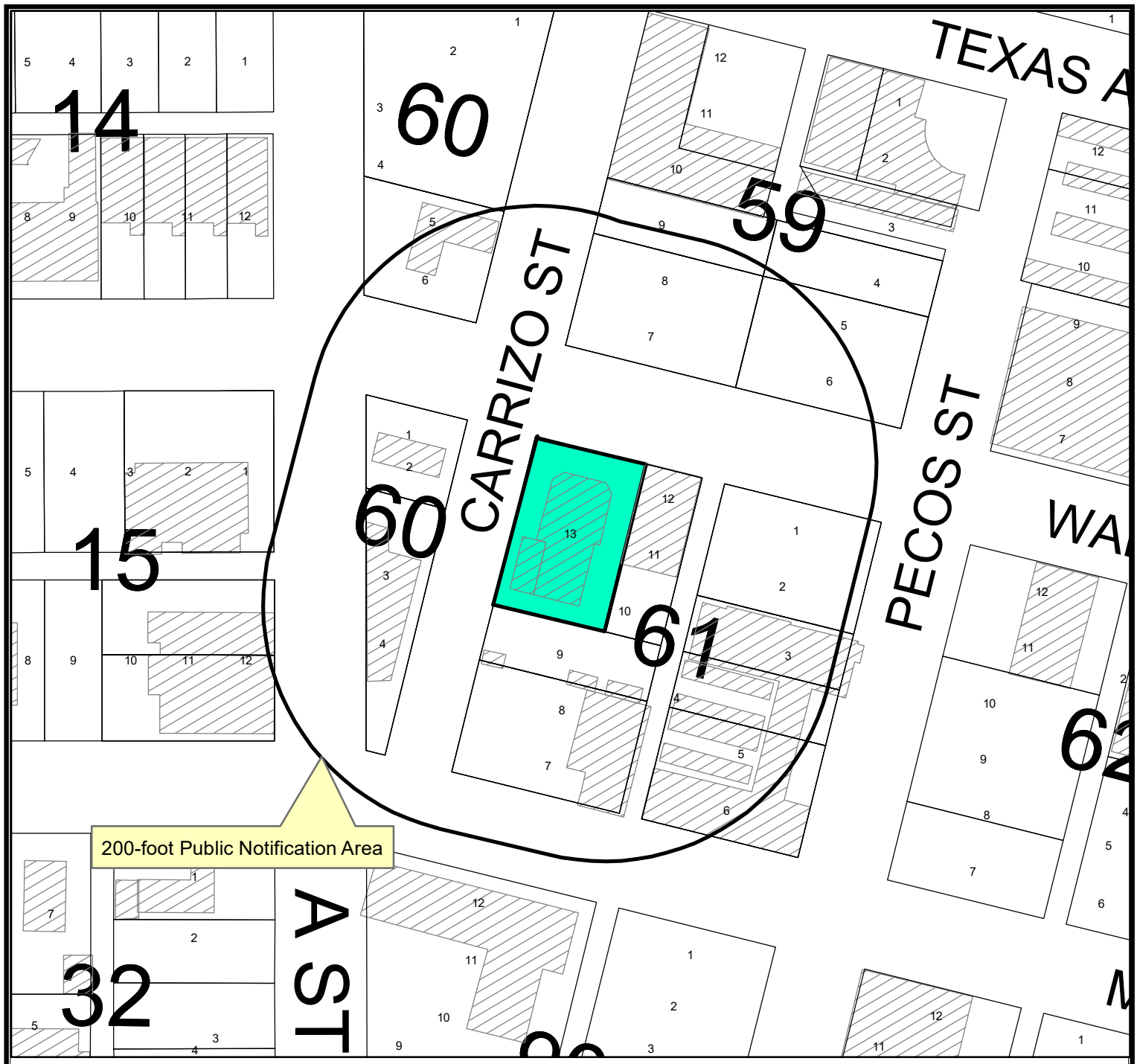
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check # invoiced	☐ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

RECEIVED
MAY 07 2025

****Application will not be considered for scheduling until reviewed by a planner.**



Location Map

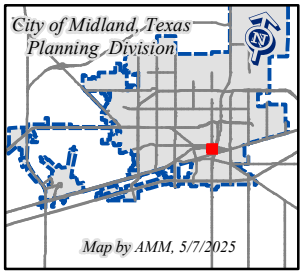
SUD-25-0202 **Scale: 1" = 600'**

Consider a request by 237 West Wall, LLC, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Lot 13, Block 61, Original Town, Section 25, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of West Wall Street and South Carrizo Street (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

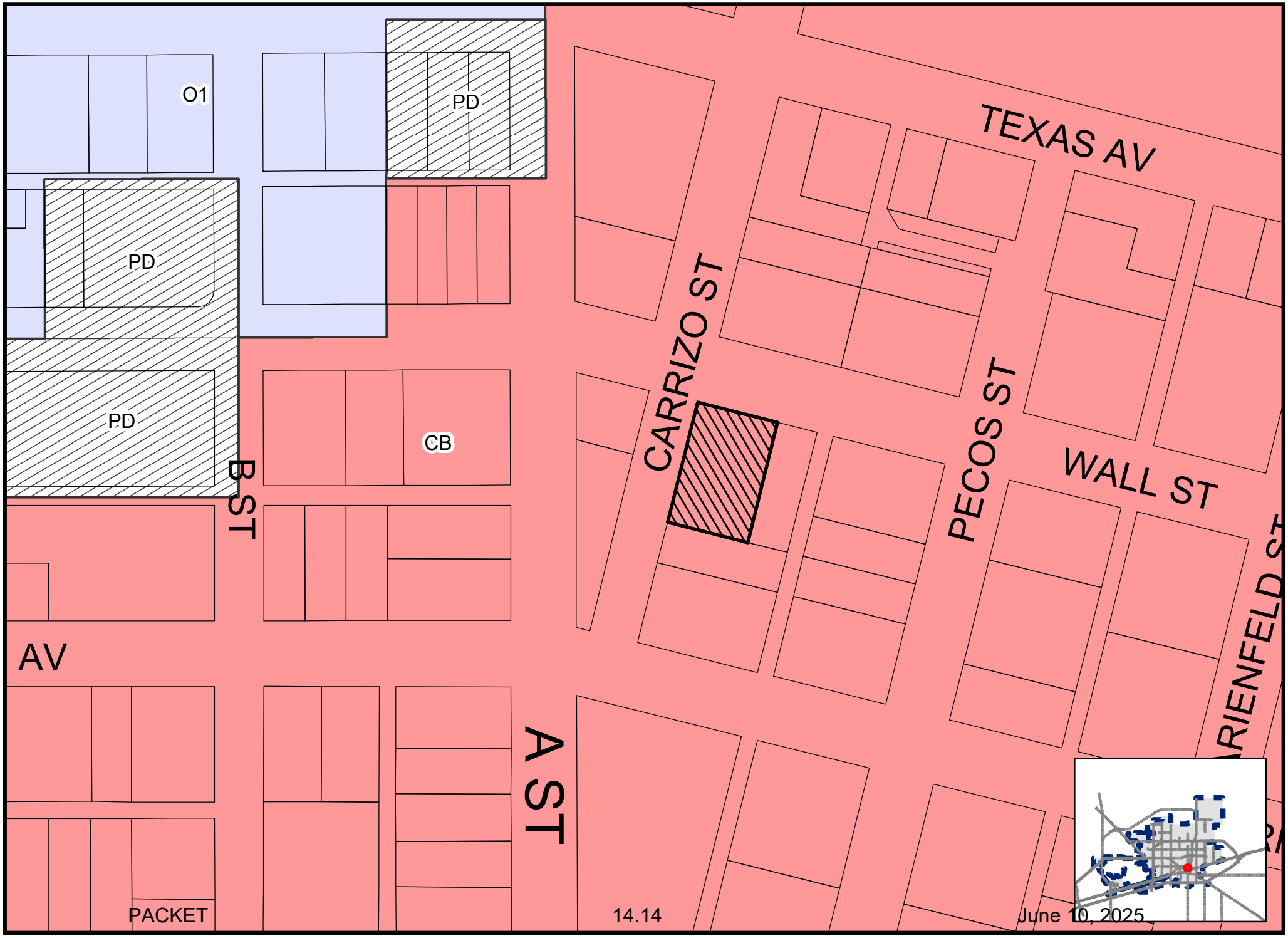


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY 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.

June 10, 2025



Map by AMM

SUD-25-0202

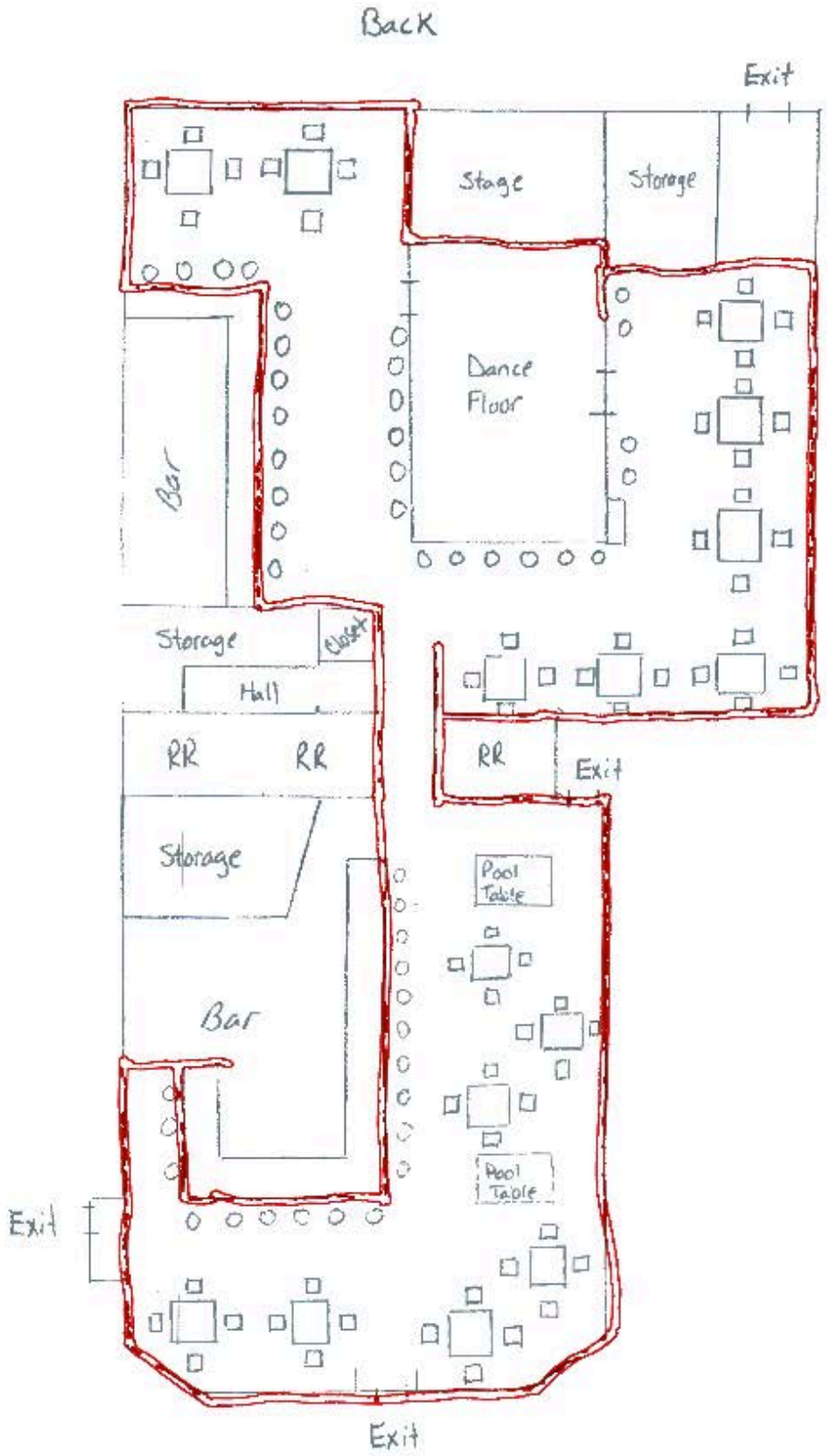
Scale: 1" = 600'

ZONING MAP

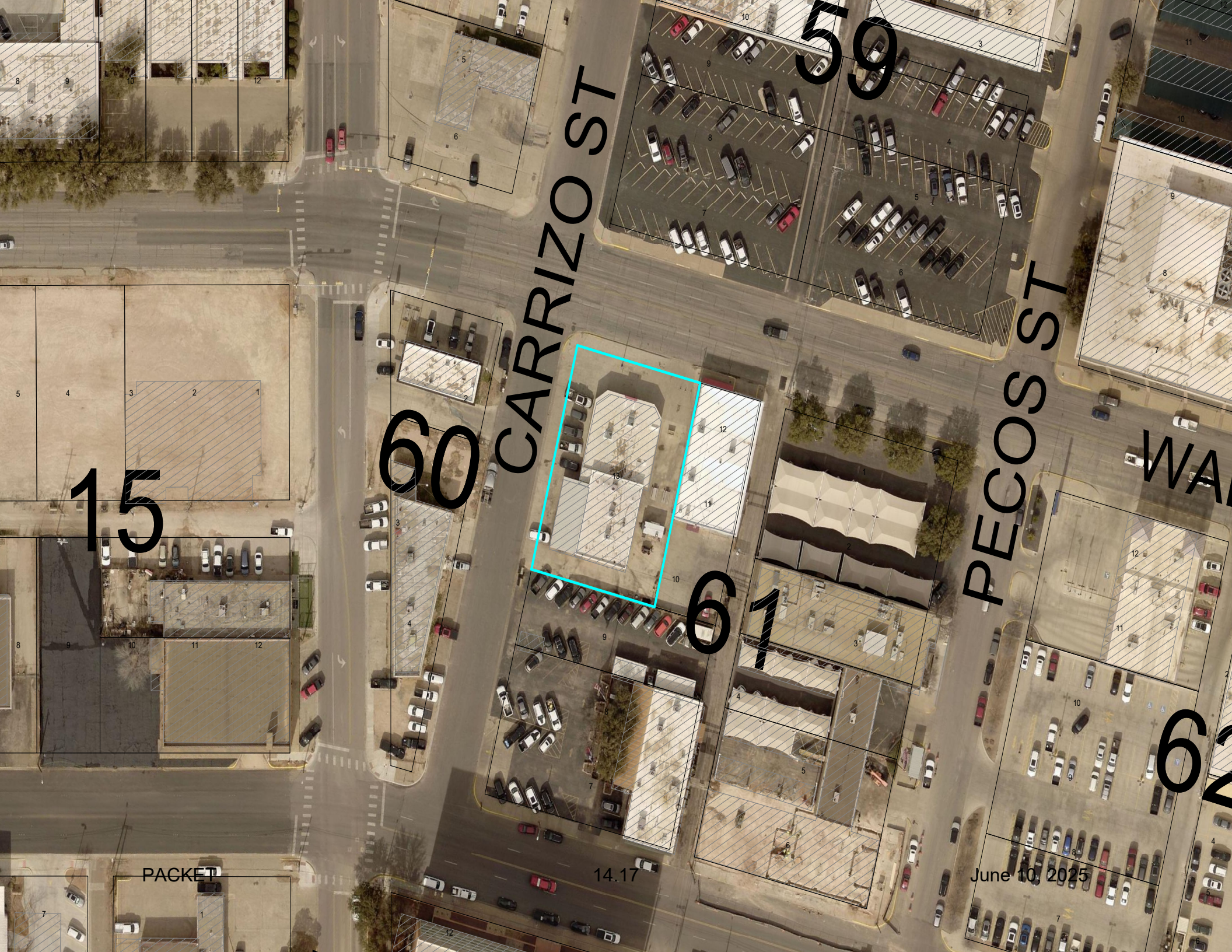
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

621 West Wall St. Midland, Tx 79701

max occupancy: 115
Serviceable square footage: 4,462 ft.²



Double Bar Saloon


59
CARRIZO ST
60
15
61
PECOS ST
WA
62

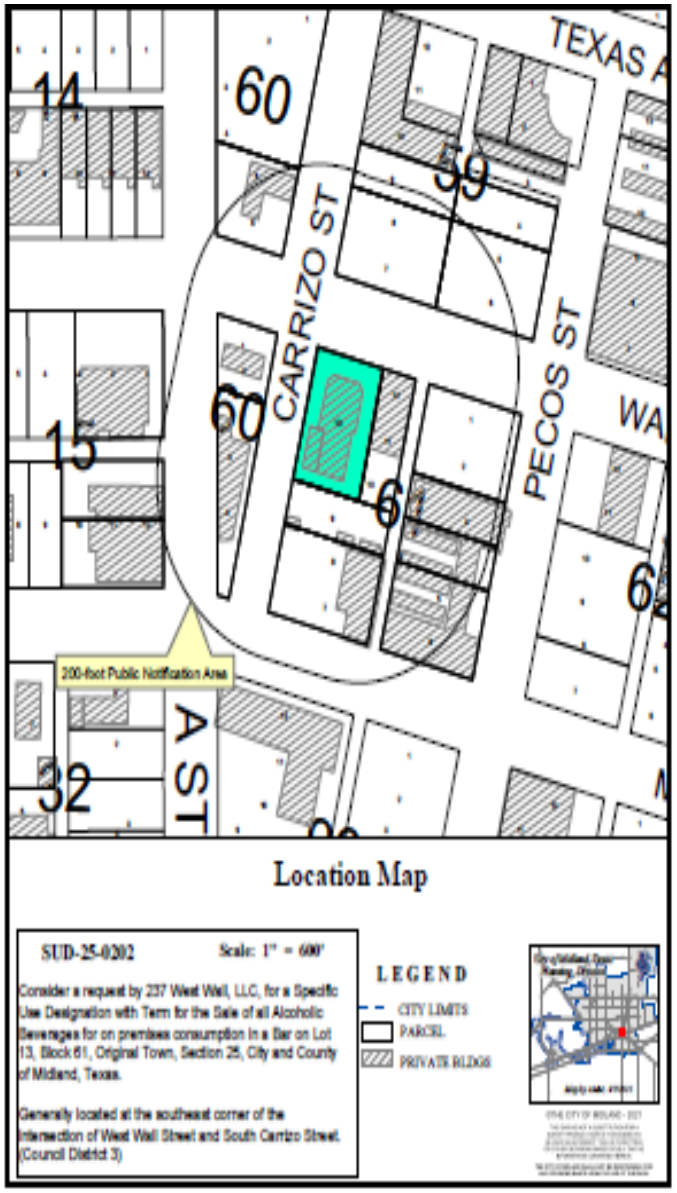
MIDLAND
Be the Energy!

ITEM
SPECIFIC USE DESIGNATION WITH TERM
621 WEST WALL STREET (DOUBLE BAR SALOON)

Visit Our Website
MIDLANDTEXAS.GOV

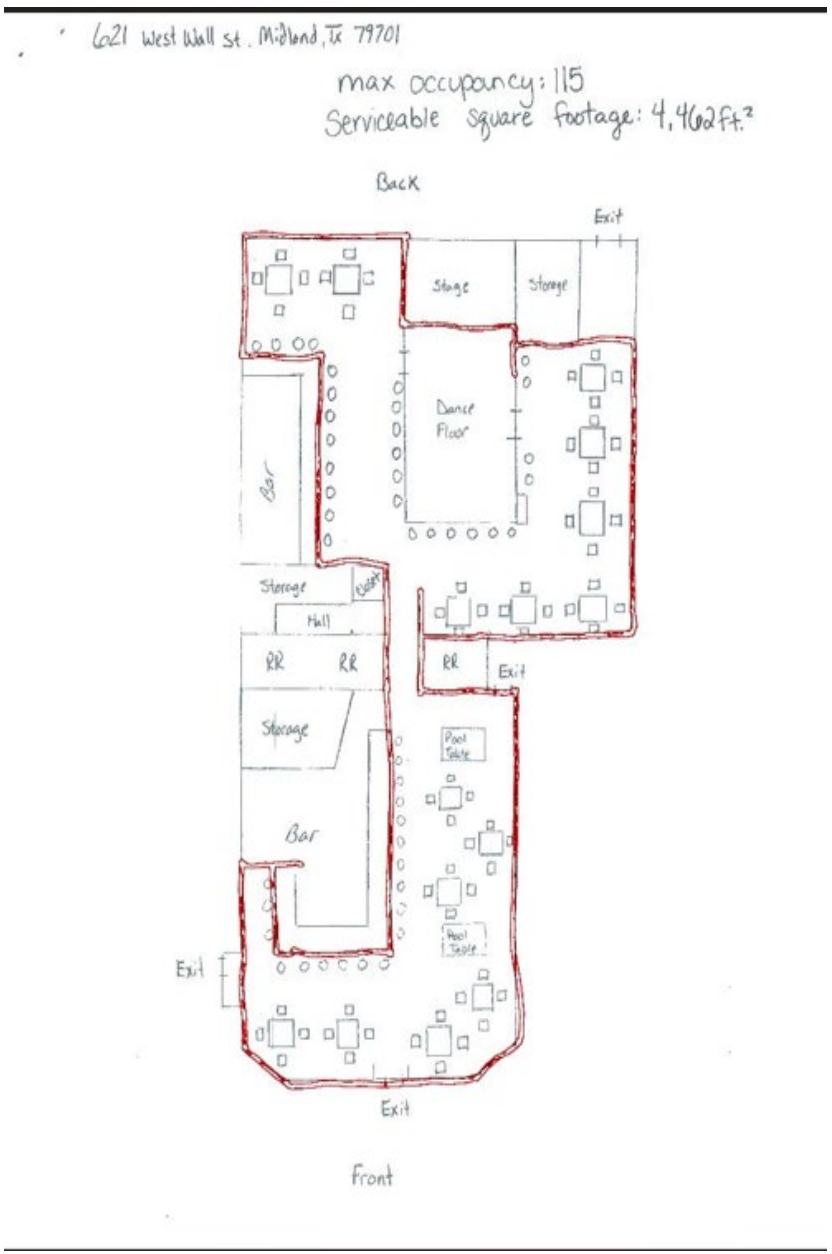
APPLICATION SUMMARY

- **Property owner & applicant:** 237 West Wall, LLC
- **Application Type:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Reason for Request:** Allow Alcohol on Premises
- **Address:** 621 West Wall Street (District 3)



SUD DETAILS

- **Square Footage of SUD:** 5,792 sq ft
- **Alcohol Serviceable Area:** 4,462 sq ft
- **Proposed Days and Hours of Operation:**
  - Sunday through Saturday from 12 p.m. to 2 a.m.

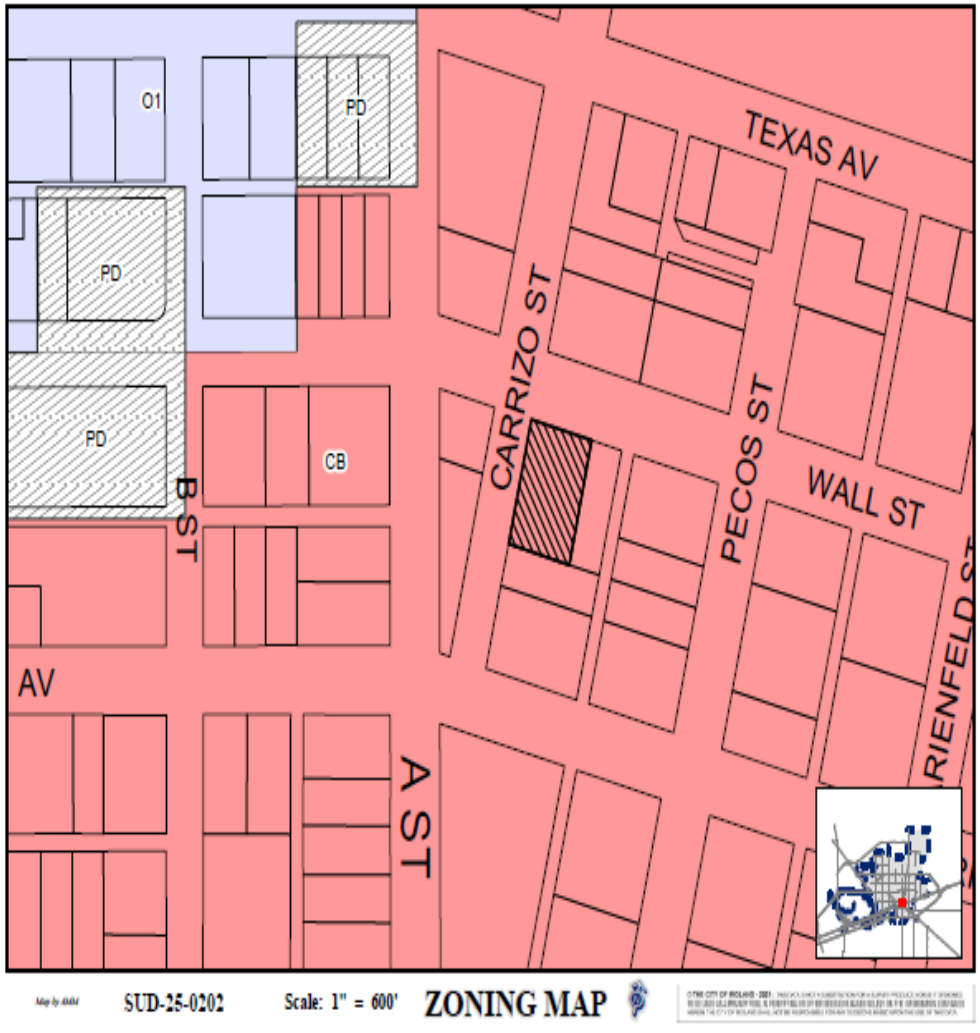


DISTANCE VERIFICATION FOR SENTSITIVE USES

Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.

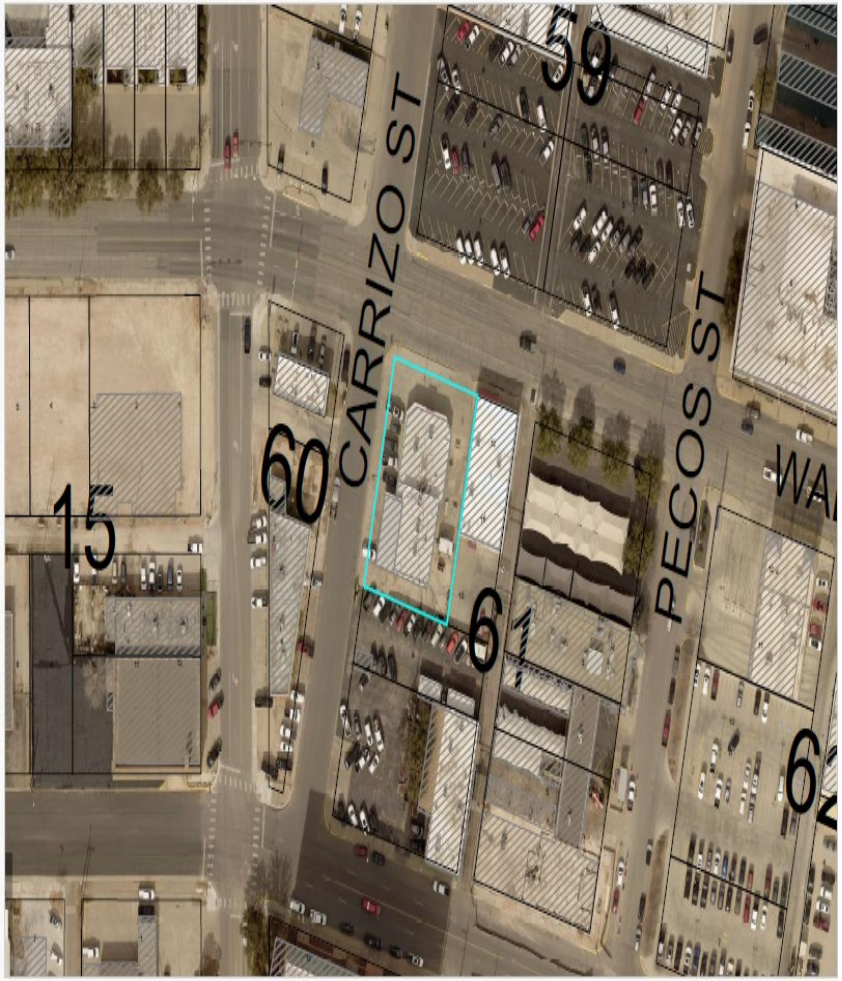
ZONING

- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:** CB, Central Business District.



LAND USE

- **Current Use of the Property:** **Bar:** The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03
- **Proposed use of the Property:** A Bar
- **Surrounding Uses:**
  - **North:** Office Building
  - **East:** Hot Shots
  - **West:** Wall Street Cocina
  - **South:** The Bar



On Carrizo Street, Looking South

COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
  - Village Center
- **Supported Uses:**
  - This is a village center area and there are no policies established for this location.
  - Request is compatible with the surrounding area and the Tall City Tomorrow Plan.

STAFF RECOMMENDATION

- No objections have been received.
- On May 19, P&Z Commission approved of this request.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a bar subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 4,462 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 applicable state and local laws.

MIDLAND Be the Energy!

STAFF RECOMMENDATION

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 12 p.m. to 2 a.m.

D. That the operator of the establishment shall provide a minimum of two certified peace officers as security guards on the premises of the establishment during hours of operation on Friday and Saturday that occur between 9 p.m. and 2 a.m. of the following day.

STAFF RECOMMENDATION

E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.

F. That the establishment shall meet all requirements of the Fire Department and Code Administration.

STAFF RECOMMENDATION

G. 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.

H. 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.

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STAFF RECOMMENDATION

I. That the specific use designation with term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this specific use designation with term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the establishment. Based upon such review, the City Council may direct the specific use designation with term or to repeal this ordinance.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 15

Meeting Date: May 27, 2025, June 10, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,500-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 340 FEET WEST OF EDWARDS STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BOOKSTORE 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:

Megan Dixon is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 200 Spring Park Drive for Main Squeeze Midland.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

RR, Retail Regional District

Surrounding Zoning and Land Use:

The property to the north is zoned RR, Regional Retail District and is the location of Ally Outdoors. The property to the west is zoned RR, Regional Retail District, and is a shopping center. The property to the east is zoned PD, Planned Development District for a Transitional District and is a commercial business. The property to the south is zoned RR, Regional Retail District and is the location of the Cowboy Prime Restaurant.

Analysis:

The property is located at 200 Spring Park Drive and is currently zoned RR, Regional Retail District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the bookstore, Main Squeeze Midland, is 1,500 square feet and the proposed alcohol serviceable area is 1,050 square feet.

The proposed hours of operation:

Sunday through Saturday from 11 a.m. to 9 p.m.

The proposed hours of alcohol service:

Sunday through Saturday from 11 a.m. to 9 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no 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.” Main Squeeze Midland 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 Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for Main Squeeze is acceptable. The property must adhere to the maximum occupant load of 70 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)

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 bookstore, subject to Condition A through G.

Conditions:

A. **That the serviceable area of the establishment shall be limited to approximately 1,050 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 applicable state and local laws.**

C. **That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 11 a.m. to 9 p.m.**

D. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

E. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

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 zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of

Letters of Objection:

As of May 16, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,500-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 340 FEET WEST OF EDWARDS STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BOOKSTORE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 1,500-square foot portion of Lot 2, Block 1, Corporate Plaza Addition, Section 21, 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 bookstore (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 1,050 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 11:00 a.m. to 9:00 p.m

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

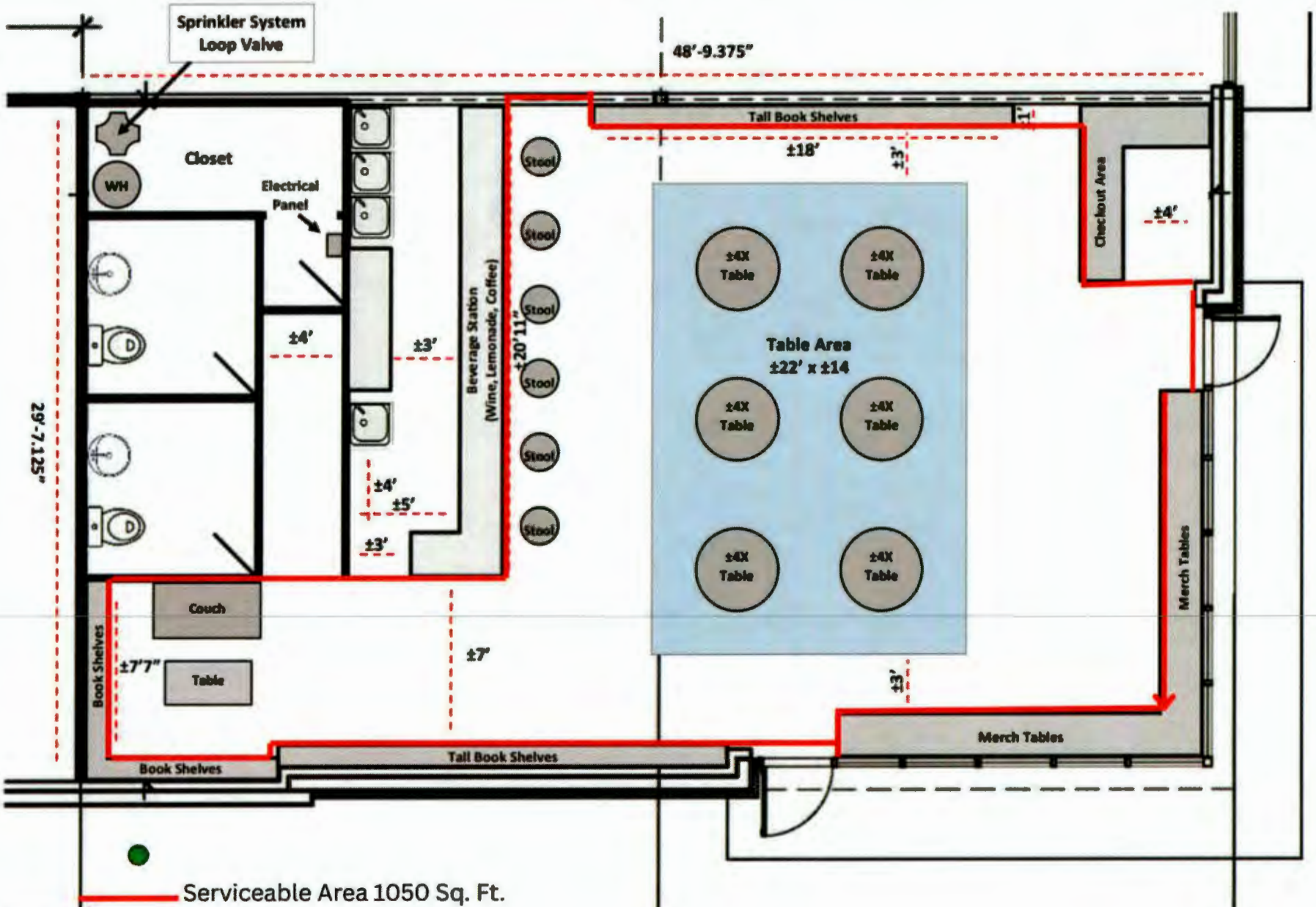
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A

Suite 302
1,500 SF



MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number:

Case Number: SUD-25-0199

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: **Megan Dixon**		Phone (432) 254-1994 Email mainsqueezemidland@gmail.com	
Address **6605 E. County Road 109**	City Midland	State TX	Zip 79706

Property Owner Printed Name: James Gripp		Phone (432) 847-7283 Email gripp@allyoutdoors.com	
Address 201 Spring Park Drive Suite 103	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: N/A Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 200 Spring Park Drive Suite 302

Business Name: Main Squeeze Midland

Legal Description
Lot: 002 Block: 001 Subdivision: Corporate Plaza, Section 21

Current Zoning: Regional Retail

Reason for Request: We aim to create a bookstore that offers wine, malt, and coffee options, providing readers and women with a welcoming space that feels like their own within the community.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Bookstore (main squeeze midland)

Proposed/Current Days and Hours of Operation: Sunday - Saturday 11:00 am to 9 pm

Proposed Days and Hours of Alcohol Service: Sunday - Saturday 11:00 am to 9 pm

Total Square Footage of Business: 1500 sq. ft.

Square Footage of Alcohol Serviceable Area: 1050 sq. ft.

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 1
	Women	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Megan Dixon	Date: 4/17/2025
Applicant (printed): Megan Dixon	
Property Owner (signature): Signed by: C3A7E1B7B954F4...	Date: 4/16/2025
Property Owner (printed) : James Gripp	

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 Megan Dixon who, being by me duly sworn, upon oath says: That (s)he is authorized by James Gripp, 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.

Megan Dixon
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 17 day of April, 20 25, to certify which witness my hand and seal of office.

ROSE ROMACK NOTARY PUBLIC STATE OF TEXAS ID# 131773957 EXPIRES 10-25-2026

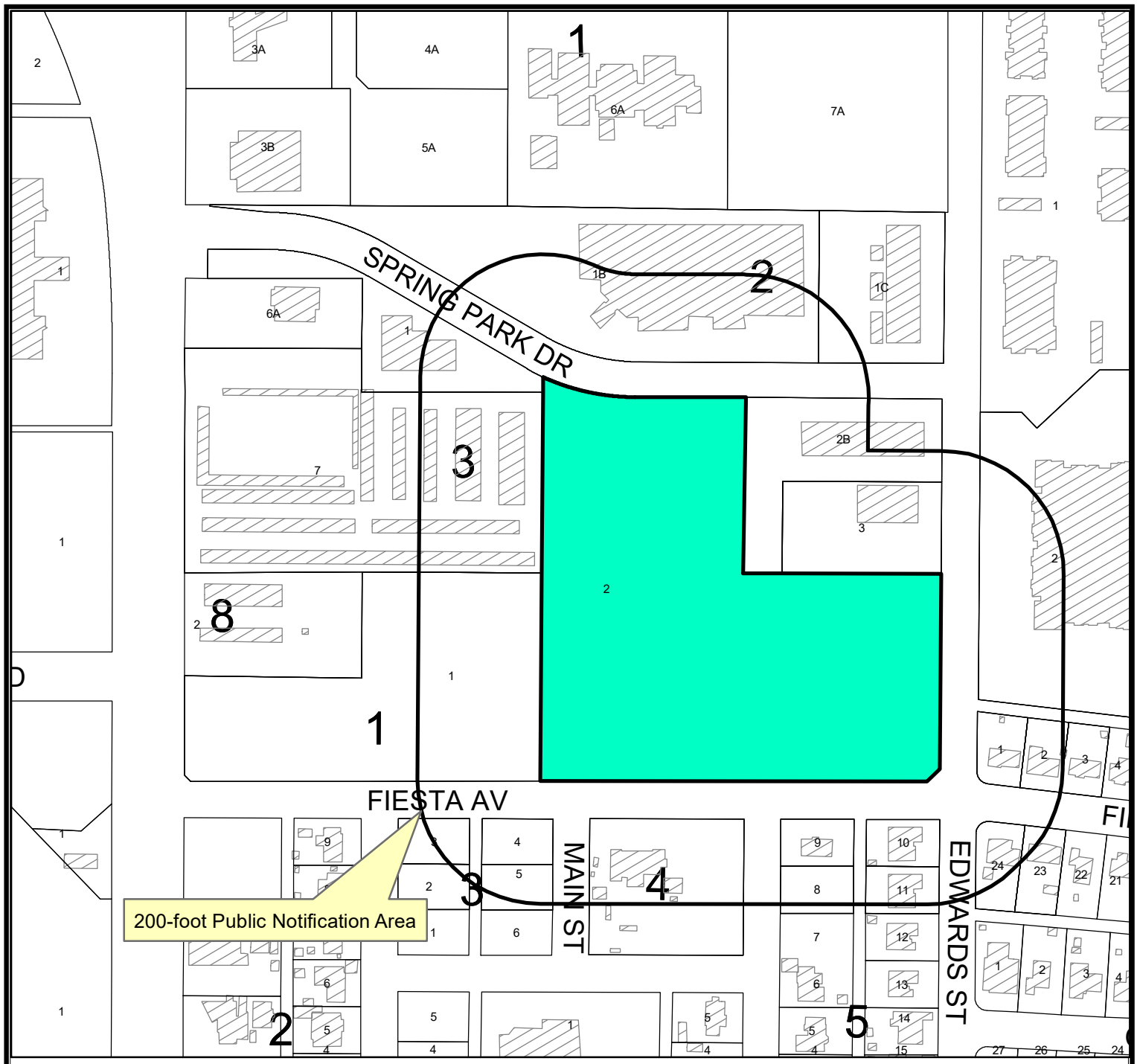
Rose Romack
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 1038	☑ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

RECEIVED
APR 17 2025
Initial:

Application will not be considered for scheduling until reviewed by a planner



Location Map

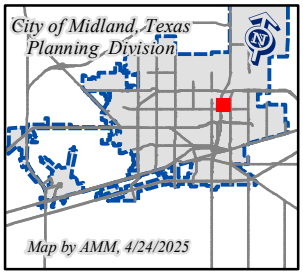
SUD-25-0199 **Scale: 1" = 600'**

Consider a request by Megan Dixon for a Specific UseDesignation with Term for the Sale of all Alcoholic Beveragesfor on premises consumption in a bookstore on a 1500 square-foot portion of Lot 2, Block 1, Corporate Plaza, Section 21, City and County of Midland, Texas.

Generally located on the south side of Spring Park Drive, approximately 340 feet from Edwards Street. (Council District 2)

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



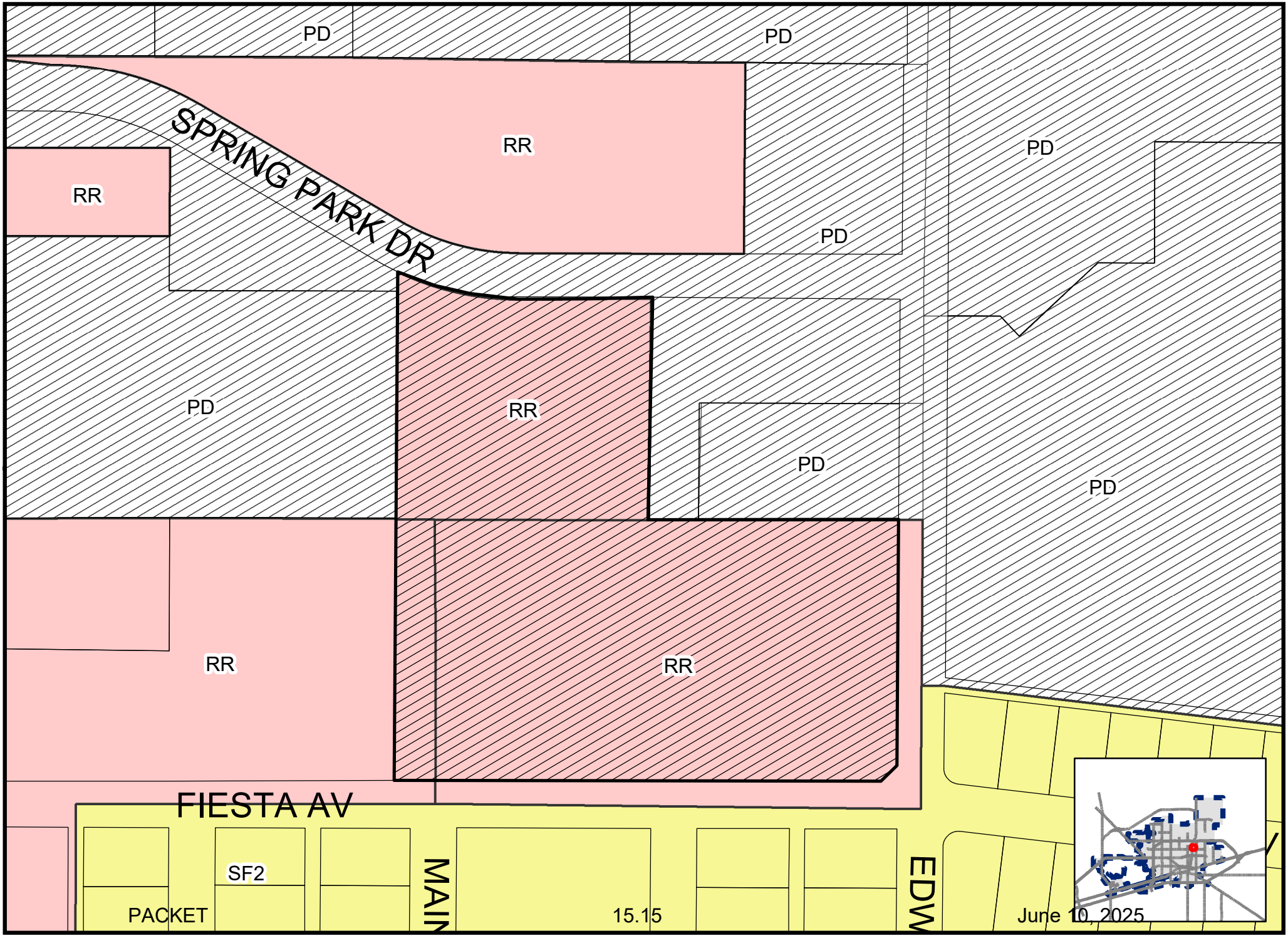
©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A CERTIFIED SURVEY NOR IS IT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

EXHIBIT "A"

THE SITE PLAN ON THIS EXHIBIT "A" IS TENTATIVE AND PRELIMINARY ONLY AND IS NOT A WARRANTY OR REPRESENTATION ON THE PART OF LANDLORD THAT THE SHOPPING CENTER AND/OR PREMISES IS, ARE, WILL BE OR WILL CONTINUE TO BE EXACTLY AS INDICATED HEREON.

SITE PLAN

Landlord _____ Tenant MD



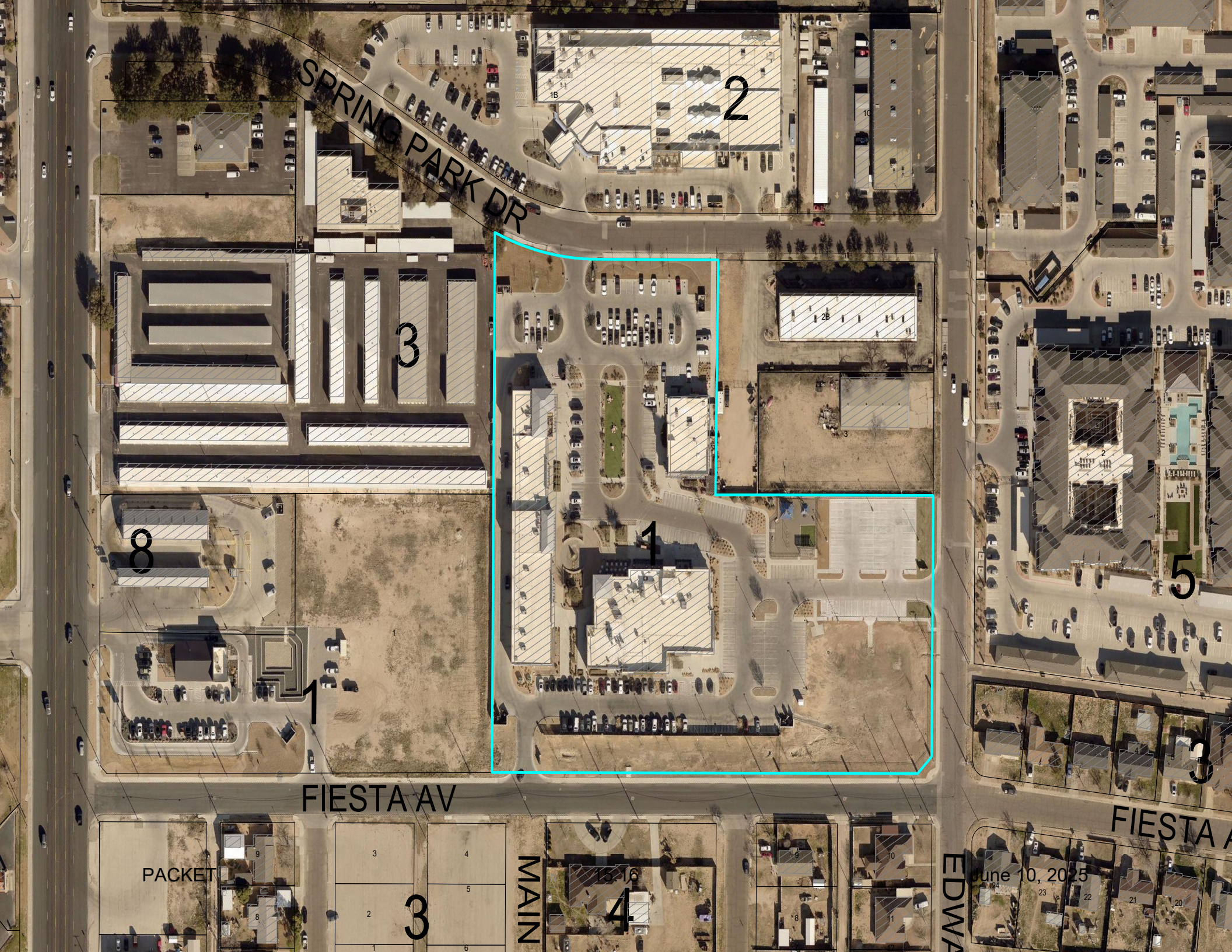
Map by AMM, 04/29/25

SUD-25-0199

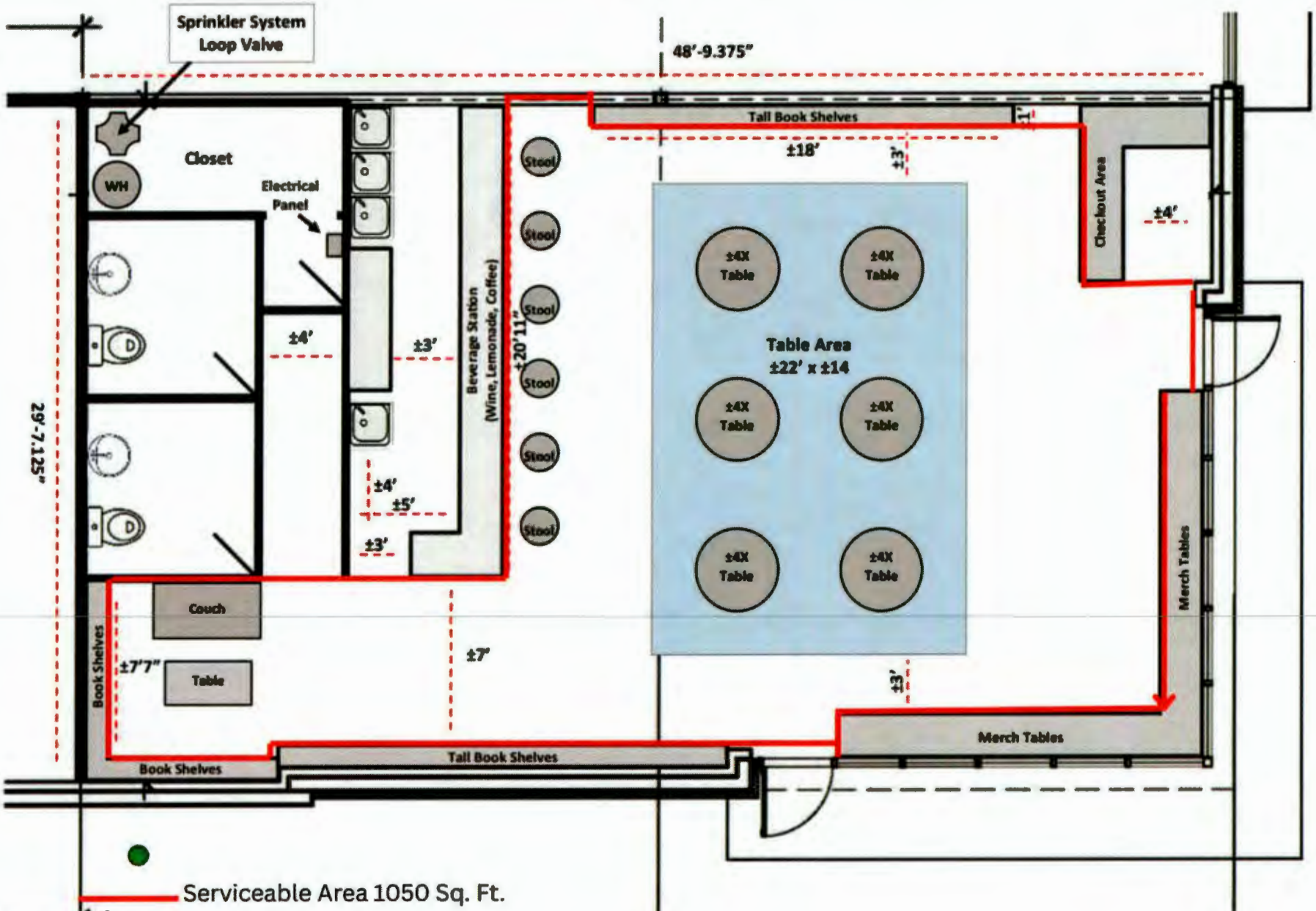
Scale: 1" = 600'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


SPRING PARK DR
FIESTA AV
MAIN
EDWA
FIESTA A
1
2
3
4
5
8
PACKET
15.16
June 10, 2025

Suite 302
1,500 SF



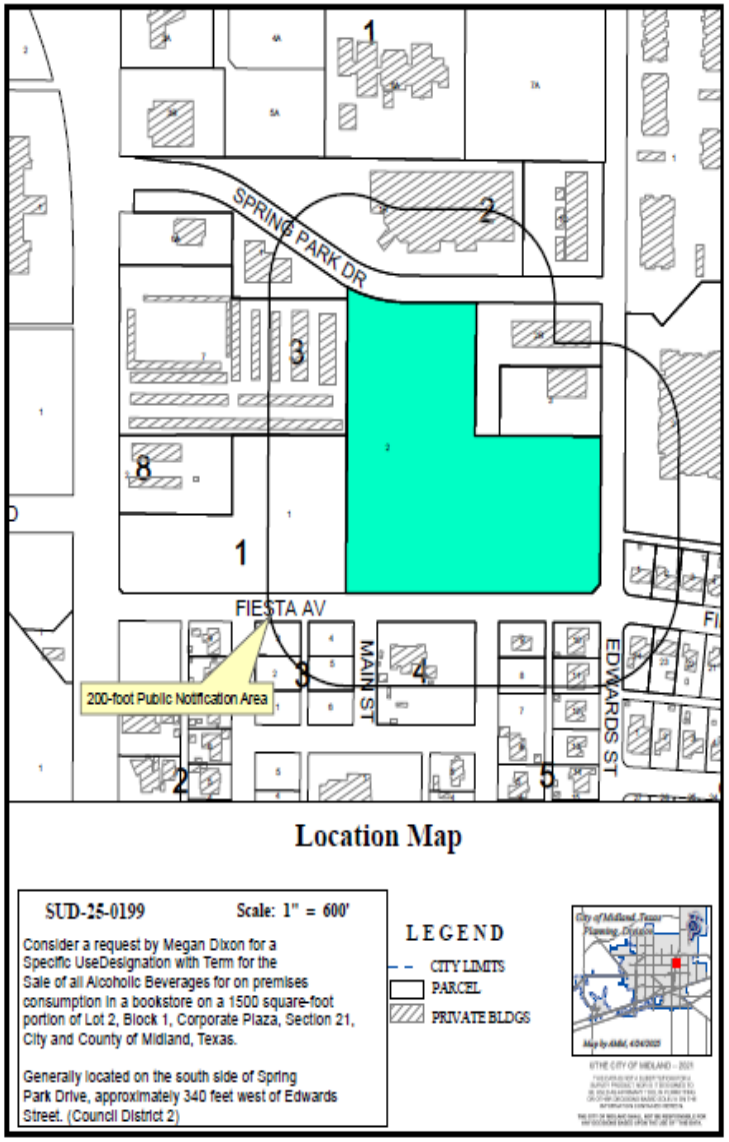
MIDLAND
Be the Energy!

ITEM
SPECIFIC USE DESIGNATION WITH TERM
200 SPRING PARK (MAIN SQUEEZE MIDLAND)

Visit Our Website
MIDLANDTEXAS.GOV

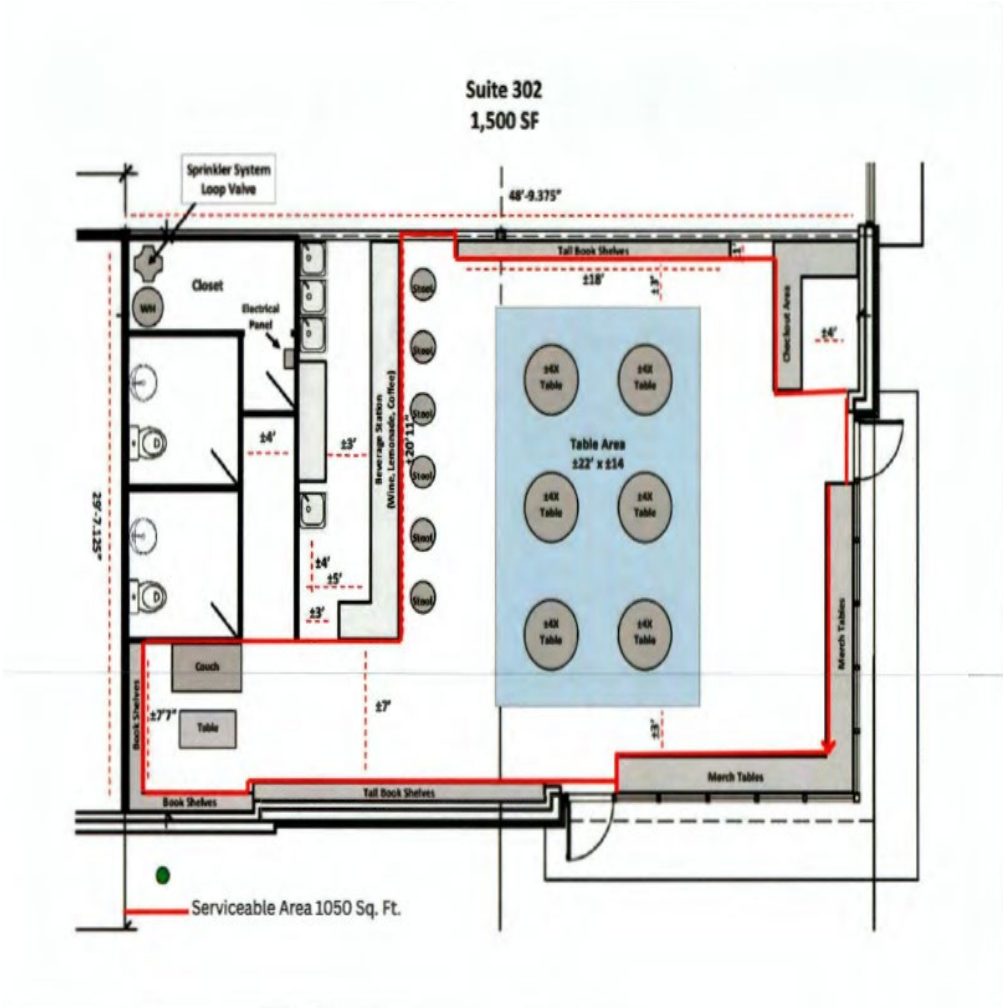
APPLICATION SUMMARY

- **Property owner & applicant:** Megan Dixon
- **Application Type:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Reason for Request**: Allow alcohol on premises
- **Address:** 200 Spring Park (District 2)



SUD DETAILS

- **Square Footage of SUD:** 1,500 sq ft
- **Alcohol Serviceable Area:** 1,050 sq ft
- **Proposed Days and Hours of Operation:**
  - Sunday through Saturday from 11 a.m. to 9 a.m.

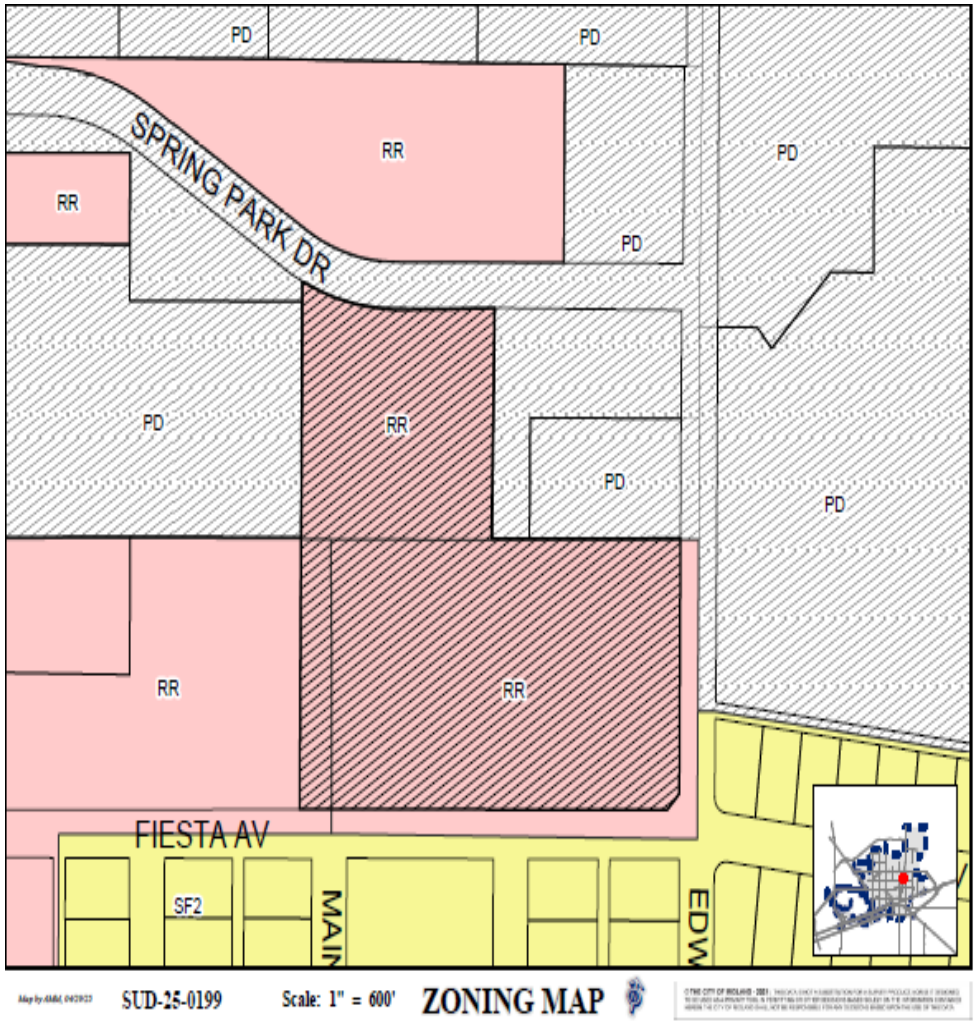


DISTANCE VERIFICATION FOR SENTSITIVE USES

Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.

ZONING

- **Current Zoning:** RR, Regional Retail
- **Surrounding Zoning:** RR, Regional Retail and PD, Planned District.



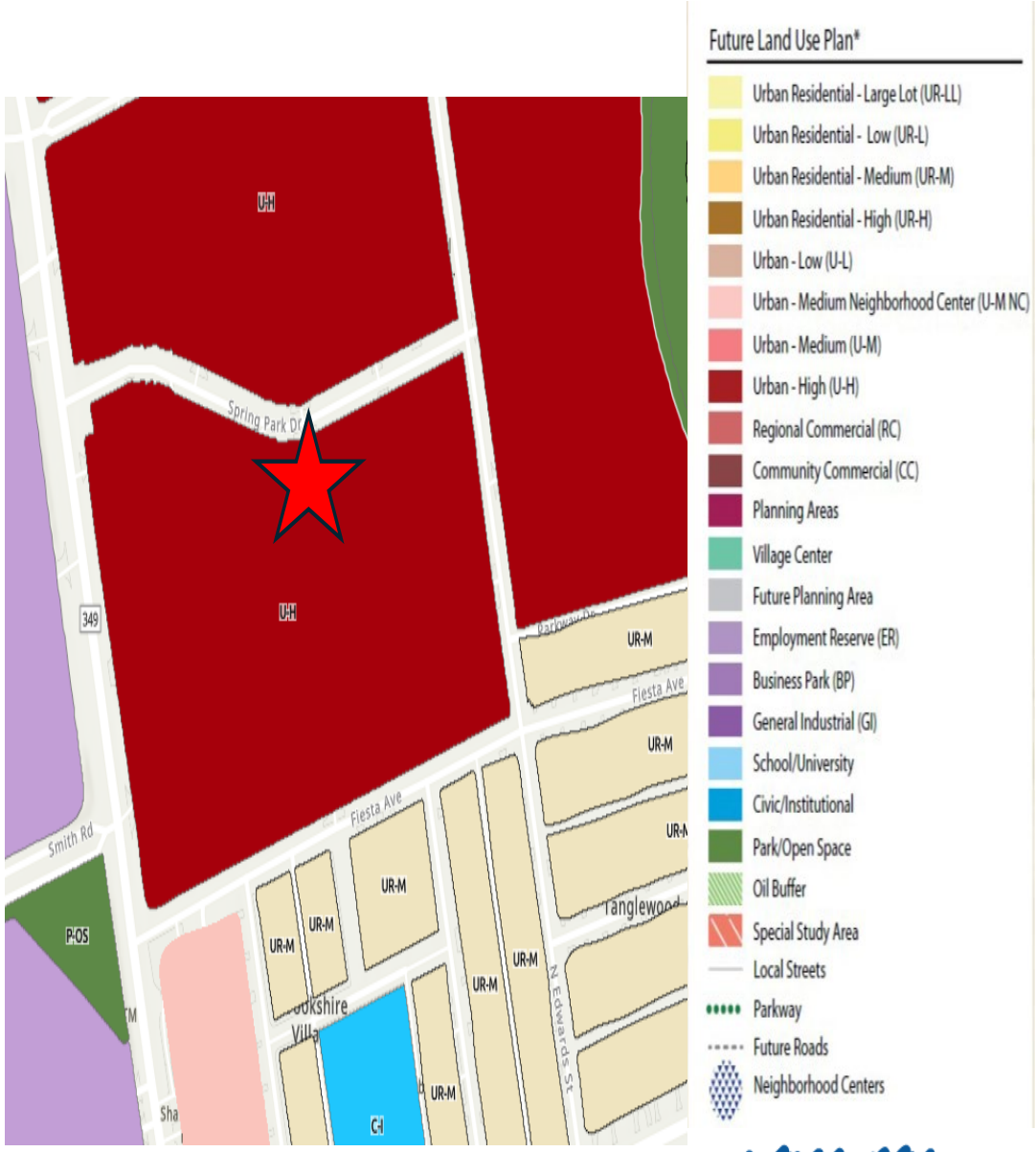
LAND USE

- **Current Use of the Property: Vacant:** The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03
- **Proposed use of the Property:** A Bookstore
- **Surrounding Uses:**
  - **North:** Ally Range
  - **East and West:** Office Buildings
  - **South:** Residential

On Spring Park, Looking South

COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
  - Urban-High
- **Supported Uses:**
  - A mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors. Residential uses range from townhomes/ rowhouses up to apartment towers. Parking garages or public parking lots may be found in these areas. Higher levels of urban amenities are used to offset the area's intensity level.



STAFF RECOMMENDATION

- No objections have been received.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a bookstore subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 1,050 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 applicable state and local law.

STAFF RECOMMENDATION

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 11 a.m. to 9 p.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

STAFF RECOMMENDATION

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.

MIDLAND
Be the Energy!

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 16

Meeting Date: May 27, 2025, June 10, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN APPROXIMATE 0.167-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH A STREET AND WEST MISSOURI AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Jesus Rodriguez, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant on the property located at 103 South A. Street for El Sinaloense.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

All surrounding properties are zoned CB, Central Business Districts. The property to the north is Wall Street Cocina. The property to the east is The Bar. The property to the south is the Midland Independent School District administration building. This building is just offices for MISD; no classrooms are present. The property to the west is vacant.

Analysis:

The property is zoned CB, Central Business District. CB zoning allows Alcoholic Beverages Sales for On-Premises Consumption in a restaurant with the approval of an SUD. The total area of the restaurant, El Sinaloense is 3,672 square feet and the proposed alcohol serviceable area is 2,000 square feet.

The proposed hours of operation:

Sunday through Saturday from 11 a.m. to 11 p.m.

The proposed hours of alcohol service:

Sunday through Saturday from 11 a.m. to 11 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

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.” El Sinaloense, 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.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD for El Sinaloense Mariscos & Bar is acceptable. The property must adhere to the maximum occupant load of 133 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)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

Conditions:

A. **That the serviceable area of the establishment shall be limited to approximately 2,000 square feet as shown in Exhibit "B", which is attached hereto and incorporated herein for all purposes.**

B. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

C. **That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 11 a.m. to 11 p.m.**

D. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

E. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

F. **That the 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 zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of May 16, 2025 staff has not received no letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint

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 AN APPROXIMATE 0.167-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH A STREET AND WEST MISSOURI AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for an approximate 0.167-acre tract of land out of Section 35, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being the tract of land identified as "TRACT ONE" in Exhibit A, which is attached hereto and incorporated herein, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,000 square feet as shown in Exhibit B, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 11:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
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:

_____
Nicholas Toulet, Interim City Attorney

Midland County
Cheryl Becker
County Clerk
Midland, Texas 79702

EXHIBIT A

70 2012 00013229

Instrument Number: 2012-13229
As
Recording after Aug 2005

Recorded On: June 25, 2012

Billable Pages: 3

Number of Pages: 4

Comment: WD SOSA

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording after Aug 2005	24.00
Total Recording:	**24.00**

******************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *********\

RETURN TO:
LONE STAR ABSTRACT & TITLE CO., INC.
GF # 200096

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GF 200096 dkb/wp

13229

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MIDLAND §

THAT THE UNDERSIGNED, GEORGE O. SOSA AND SPOUSE, YOLANDA M. SOSA, hereinafter referred to as **"GRANTOR"**, whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has **GRANTED, SOLD and CONVEYED,** and by these presents does hereby **GRANT, SELL and CONVEY** unto **SOSA ONE, LLC**, herein referred to as **"GRANTEE"**, whether one or more, the lot, tract or parcel of land situated in Midland County, Texas, to-wit:

TRACT ONE (1):
Being a portion of the un-numbered block of land shown and indicated on the plat of the ORIGINAL TOWN of Midland, Midland County, Texas, as said plat appears of record in Volume 3, Pages 232-3 of the Deed Records of said County, to which reference is hereby made, and which block of land is bounded on the north by the south line of Wall Street (formerly Iowa Avenue); on the east by the west line of Carrizo Street, on the south by the north line of Missouri Avenue, on the west by the east line of "A" Street, as shown and indicated on the plat of West End Addition to said City of Midland, which east line of "A" Street is also the west line of Section 35 in Block 39, T-1-S, T&P RR Company Survey, Midland County, Texas, and which block of land is commonly known as BLOCK NO. 60 1/2 OF THE ORIGINAL TOWN of Midland, more particularly described as follows:
BEGINNING at a point in the west line of Carrizo Street, said point being also in the east line of Block 60 1/2 and also being 80 feet south of the intersection of the south line of Wall Street and the west line of Carrizo Street;
THENCE west parallel with the south line of Wall Street a distance of 60.6 feet to a point in the east line of "A" Street and the west line of Block 60 1/2 for a corner;
THENCE in a southeasterly direction along the east line of "A: Street a distance of 51.5 feet to a point on "A" Street;
THENCE East a distance of 48 feet to a point for corner in the west line of Carrizo Street;
THENCE north with the west line of Carrizo street and the east line of Block 60 1/2, a distance of 50 feet to the PLACE OF BEGINNING; AND
BEGINNING at a point in the west line of Carrizo Street (said point being also in the east line of Block 60 1/2) 130 feet south of the intersection of the south line of Wall Street and the west line of Carrizo Street;

THENCE west parallel with the south line of Wall Street a distance of 48 feet to a point in the east line of "A" Street (and the west line of Block 60 1/2) for a corner;
THENCE in a southeasterly direction along the east line of "A: Street a distance of 175.5 feet to a point in the north lien of Missouri Avenue (and the south line of Block 60 1/2) for a corner;
THENCE east along the north line of Missouri Avenue, a distance of 5.6 feet to a point for a corner, being the intersection of the west line of Carrizo Street and the north line of Missouri Avenue;
THENCE north along the west line of Carrizo Street (and the east line of Block 60 1/2) a distance of 170 feet to the PLACE OF BEGINNING, all being in the City of Midland, Midland County, Texas.

TRACT TWO (2):
Being THE NORTH 65 FEET OF LOTS TEN (10), ELEVEN (11) AND TWELVE (12), BLOCK FIFTEEN (15), WEST END ADDITION, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet E, Page 52, Plat Records, Midland County, Texas.

This conveyance is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property, including, but not limited to, the following:

1. Building setback lines and easements as shown on plat recorded in Volume 3, Page 232, Deed Records of Midland County, Texas.
2. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
3. Rights of parties in possession.
4. Rights of parties in possession under any unrecorded, written or oral lease agreements by and between the present owner and/or their predecessors in title as lessor and unknown persons as lessees covering any of the herein described property.
5. Visible and apparent easements.
6. Portion of the property that may lie within any roadway.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 5th day of June, 2012.

GEORGE O. SOSA

YOLANDA M. SOSA

Grantee's Address:
1206 Storey Ave.
Midland, Texas 79701

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 5th day of June, 2012, by **GEORGE O. SOSA**.

DEBORA K. BLACKALLER
Notary Public, State of Texas
My Commission Expires 05-19-2014

NOTARY PUBLIC IN AND FOR:
THE STATE OF TEXAS

THE STATE OF TEXAS §

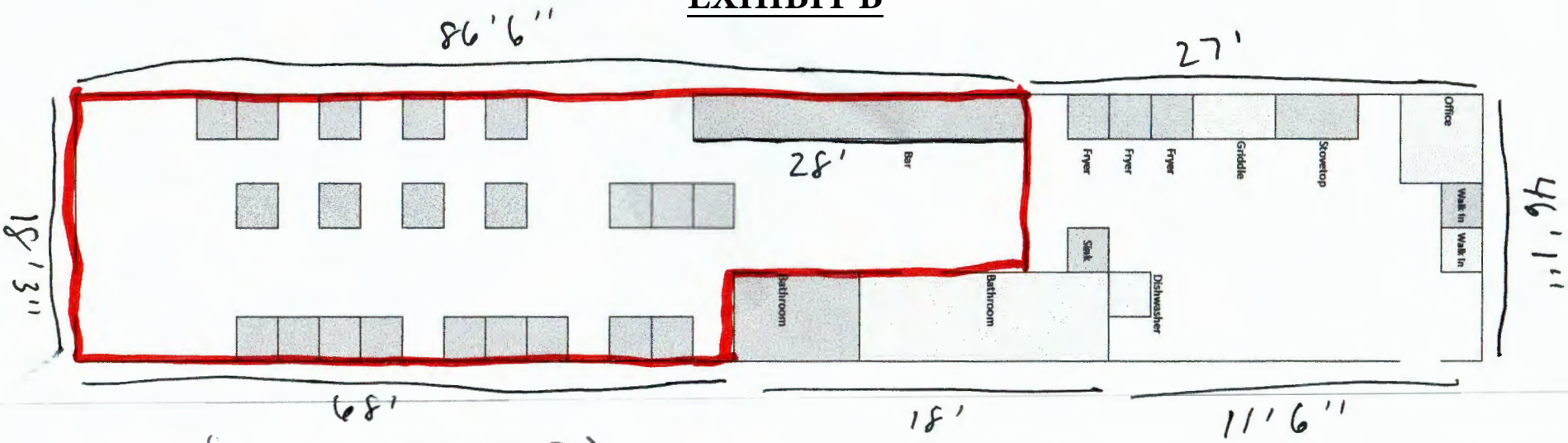
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 5th day of June, 2012, by **YOLANDA M. SOSA**.

DEBORA K. BLACKALLER
Notary Public, State of Texas
My Commission Expires 05-19-2014

NOTARY PUBLIC IN AND FOR:
THE STATE OF TEXAS

EXHIBIT B



Serviceable area = 2000

Total area – 3672

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number:
Case Number: SUD-25-0197

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jesus Rodriguez		Phone (432) 288-3253 Email el.sinaloense2020@gmail.com	
Address 145 Virgil Dr.	City Odessa	State TX	Zip 79764

Property Owner Printed Name: George Susa		Phone ( ) Email	
Address 1206 Storry Ave	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 103 S. A St Midland, TX 79701

Business Name: El Sinaloense Mariscos + Bar LLC

Legal Description
Lot: Block: Subdivision:

Current Zoning: Restaurant

Reason for Request: Service of alcohol

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: Sunday - Saturday 11am - 11pm

Proposed Days and Hours of Alcohol Service: Sunday - Saturday 11am-11pm

Total Square Footage of Business: 3472

Square Footage of Alcohol Serviceable Area: 2000

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / 2	**Bathroom Sinks:** 2
	Women	**Toilets:** 2	**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):	Date: 3/12/25
Applicant (printed): Jesus Rodriguez	
Property Owner (signature): George Sosa	Date: 3/12/25
Property Owner (printed) :	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Jesus Rodriguez who, being by me duly sworn, upon oath says: That (s)he is authorized by George Sosa, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13th day of March, 20 25, to certify which witness my hand and seal of office.

VERONICA Z PEREZ
Notary Public, State of Texas
My Commission Expires
July 05, 2025
NOTARY ID 1235575-6

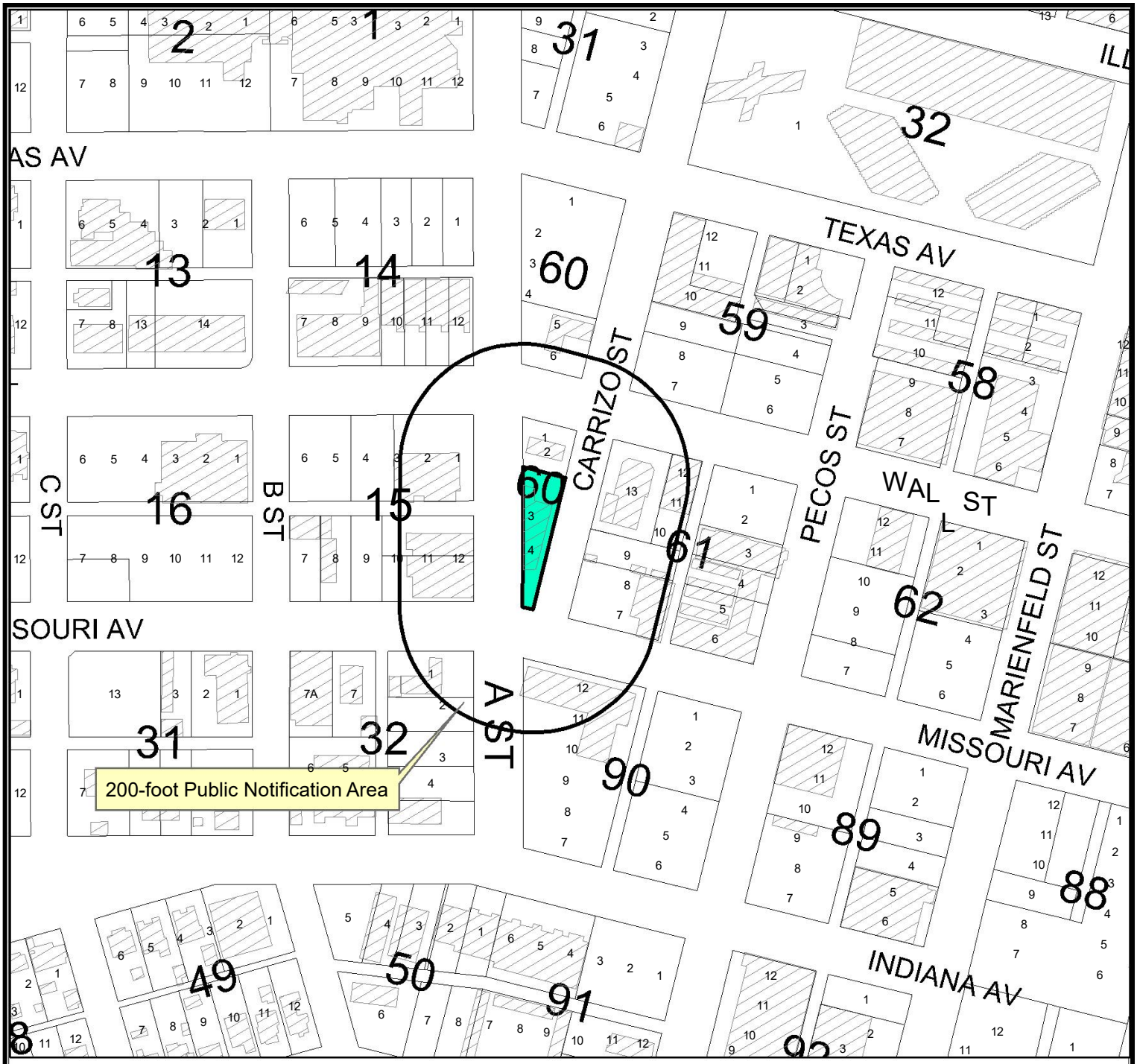
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

Application will not be considered for scheduling until reviewed by a planner.

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # invoice please	☑ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

RECEIVED
MAR 18 2025

Application will not be considered for scheduling until reviewed by a planner.



Location Map

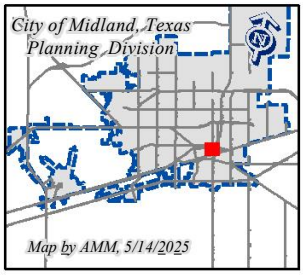
SUD-25-0197 **Scale: 1" = 600'**

Consider a request by Jesus Rodriguez for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a restaurant on a 0.167-acre tract of land out of Section 35, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of South A Street and West Missouri Avenue. (Council District 3)

LEGEND

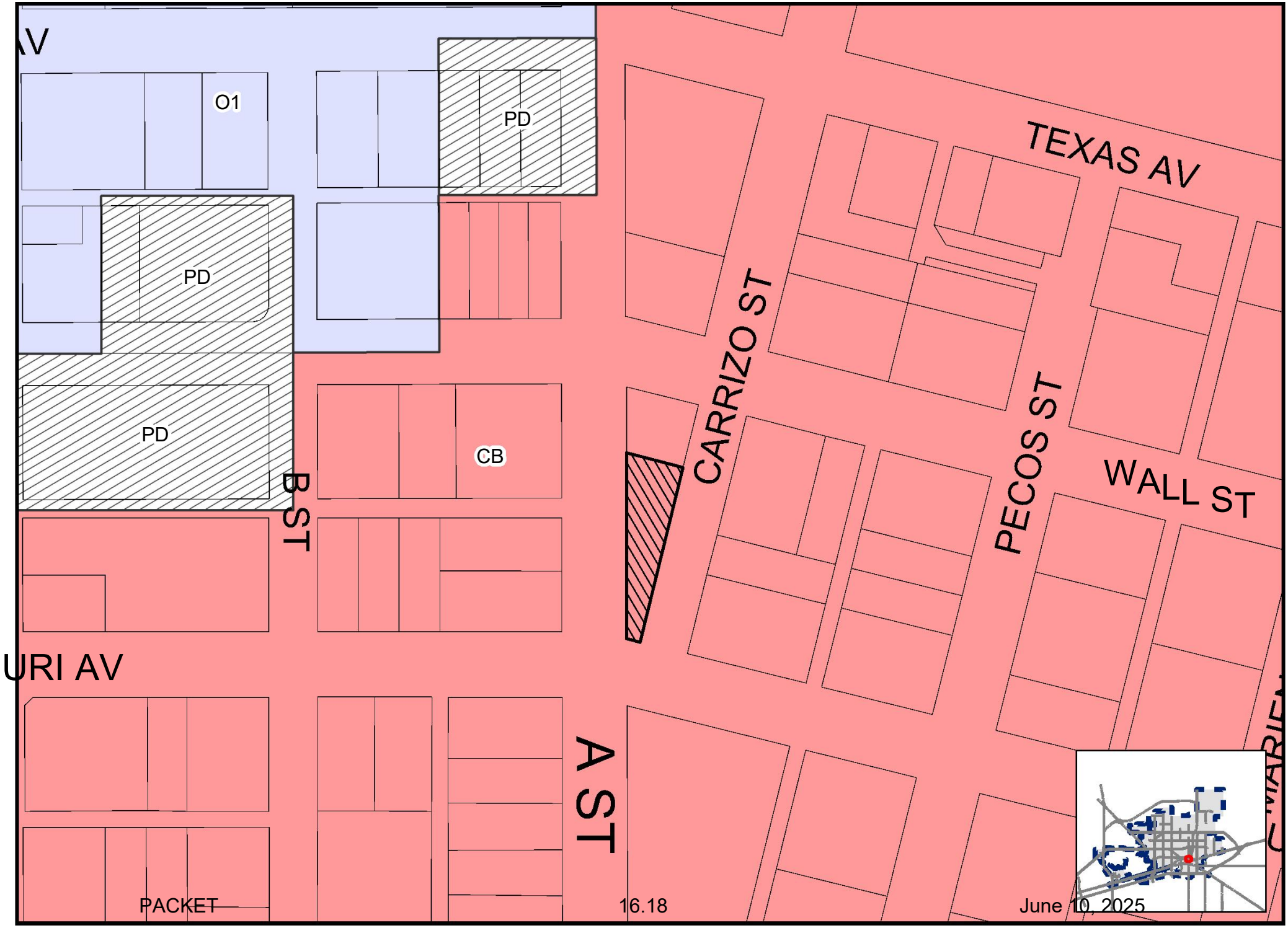
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

PACKET 16.17

June 10, 2025



PACKET 16.18 June 10, 2025

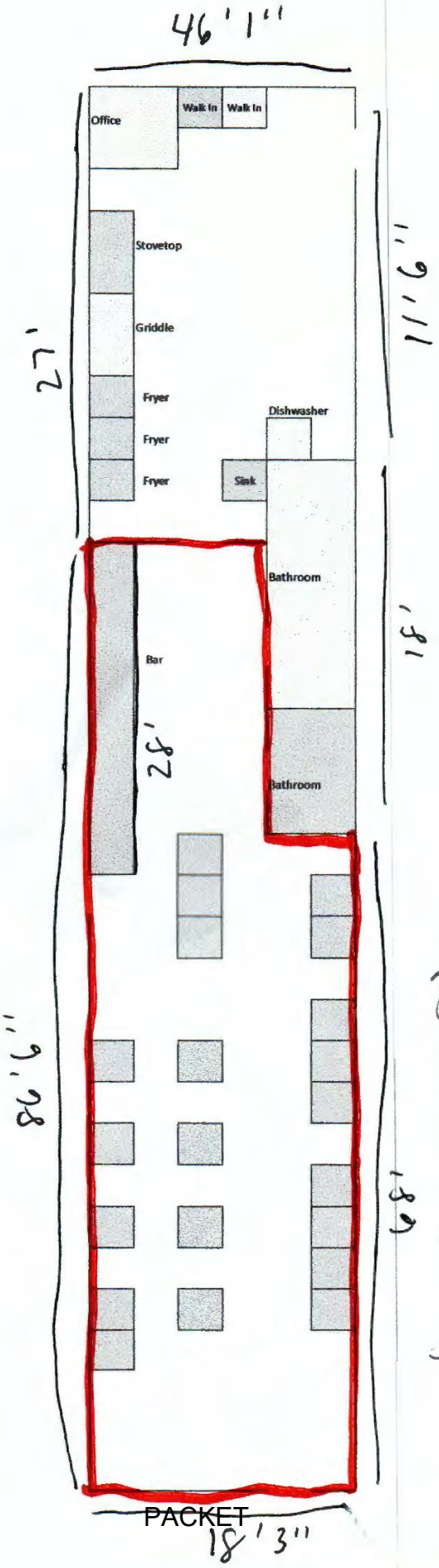
Map by AMM, 5/31/2025

SUD-25-0197

Scale: 1" = 1,753

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA



Servicable area = 2882
Total area - 3672

XAS AV
TEXAS AV
ST
C ST
B ST
A ST
CARRIZO ST
PECOS ST
WALL ST
MARIENFELD ST
ISSOURI AV
MISSOURI AV
13
14
60
59
58
16
15
60
61
62
31
32
90
89
PACKET
16.21
June 10, 2025

Midland County
Cheryl Becker
County Clerk
Midland, Texas 79702

70 2012 00013229

Instrument Number: 2012-13229
As
Recording after Aug 2005

Recorded On: June 25, 2012

Billable Pages: 3

Number of Pages: 4

Comment: WD SOSA

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording after Aug 2005	24.00
Total Recording:	**24.00**

******************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *********\

RETURN TO:
LONE STAR ABSTRACT & TITLE CO., INC.
GF # 200096

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GF 200096 dkb/wp

13229

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MIDLAND §

THAT THE UNDERSIGNED, GEORGE O. SOSA AND SPOUSE, YOLANDA M. SOSA, hereinafter referred to as **"GRANTOR"**, whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has **GRANTED, SOLD and CONVEYED,** and by these presents does hereby **GRANT, SELL and CONVEY** unto **SOSA ONE, LLC**, herein referred to as **"GRANTEE"**, whether one or more, the lot, tract or parcel of land situated in Midland County, Texas, to-wit:

TRACT ONE (1):
Being a portion of the un-numbered block of land shown and indicated on the plat of the ORIGINAL TOWN of Midland, Midland County, Texas, as said plat appears of record in Volume 3, Pages 232-3 of the Deed Records of said County, to which reference is hereby made, and which block of land is bounded on the north by the south line of Wall Street (formerly Iowa Avenue); on the east by the west line of Carrizo Street, on the south by the north line of Missouri Avenue, on the west by the east line of "A" Street, as shown and indicated on the plat of West End Addition to said City of Midland, which east line of "A" Street is also the west line of Section 35 in Block 39, T-1-S, T&P RR Company Survey, Midland County, Texas, and which block of land is commonly known as BLOCK NO. 60 1/2 OF THE ORIGINAL TOWN of Midland, more particularly described as follows:
BEGINNING at a point in the west line of Carrizo Street, said point being also in the east line of Block 60 1/2 and also being 80 feet south of the intersection of the south line of Wall Street and the west line of Carrizo Street;
THENCE west parallel with the south line of Wall Street a distance of 60.6 feet to a point in the east line of "A" Street and the west line of Block 60 1/2 for a corner;
THENCE in a southeasterly direction along the east line of "A: Street a distance of 51.5 feet to a point on "A" Street;
THENCE East a distance of 48 feet to a point for corner in the west line of Carrizo Street;
THENCE north with the west line of Carrizo street and the east line of Block 60 1/2, a distance of 50 feet to the PLACE OF BEGINNING; AND
BEGINNING at a point in the west line of Carrizo Street (said point being also in the east line of Block 60 1/2) 130 feet south of the intersection of the south line of Wall Street and the west line of Carrizo Street;

THENCE west parallel with the south line of Wall Street a distance of 48 feet to a point in the east line of "A" Street (and the west line of Block 60 1/2) for a corner;
THENCE in a southeasterly direction along the east line of "A: Street a distance of 175.5 feet to a point in the north lien of Missouri Avenue (and the south line of Block 60 1/2) for a corner;
THENCE east along the north line of Missouri Avenue, a distance of 5.6 feet to a point for a corner, being the intersection of the west line of Carrizo Street and the north line of Missouri Avenue;
THENCE north along the west line of Carrizo Street (and the east line of Block 60 1/2) a distance of 170 feet to the PLACE OF BEGINNING, all being in the City of Midland, Midland County, Texas.

TRACT TWO (2):
Being THE NORTH 65 FEET OF LOTS TEN (10), ELEVEN (11) AND TWELVE (12), BLOCK FIFTEEN (15), WEST END ADDITION, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet E, Page 52, Plat Records, Midland County, Texas.

This conveyance is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property, including, but not limited to, the following:

1. Building setback lines and easements as shown on plat recorded in Volume 3, Page 232, Deed Records of Midland County, Texas.
2. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
3. Rights of parties in possession.
4. Rights of parties in possession under any unrecorded, written or oral lease agreements by and between the present owner and/or their predecessors in title as lessor and unknown persons as lessees covering any of the herein described property.
5. Visible and apparent easements.
6. Portion of the property that may lie within any roadway.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 5th day of June, 2012.

GEORGE O. SOSA

YOLANDA M. SOSA

Grantee's Address:
1206 Storey Ave.
Midland, Texas 79701

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 5th day of June, 2012, by **GEORGE O. SOSA**.

DEBORA K. BLACKALLER
Notary Public, State of Texas
My Commission Expires 05-19-2014

NOTARY PUBLIC IN AND FOR:
THE STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 5th day of June, 2012, by **YOLANDA M. SOSA**.

DEBORA K. BLACKALLER
Notary Public, State of Texas
My Commission Expires 05-19-2014

NOTARY PUBLIC IN AND FOR:
THE STATE OF TEXAS

MIDLAND
Be the Energy!

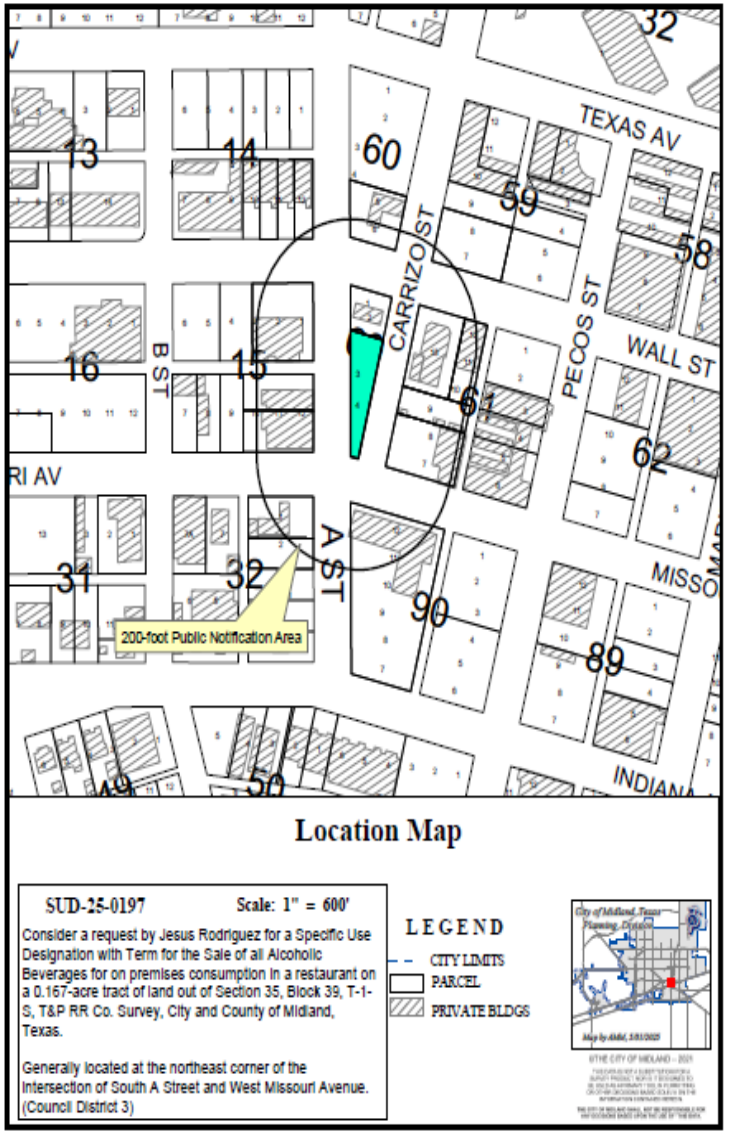
EL SINALOENSE

ITEM
SPECIFIC USE DESIGNATION WITH TERM

Visit Our Website
MIDLANDTEXAS.GOV

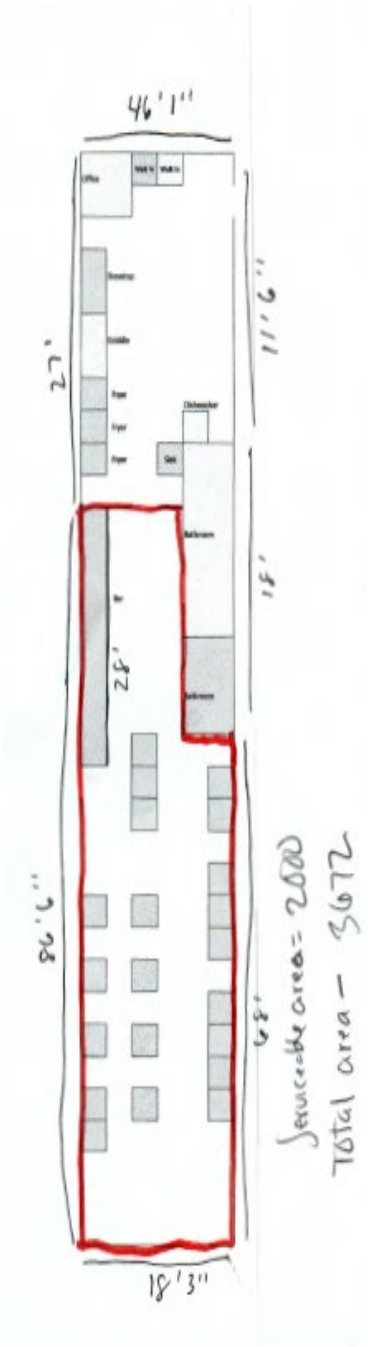
APPLICATION SUMMARY

- **Property owner:** George Sosa
- **Applicant:** Jesus Rodriguez
- **Application Type:** Specific Use Designation With Term
- **Address:** 103 South A. Street (District 3)



SUD DETAILS

- **Square Footage of SUD:** 3,672 sq feet
- **Alcohol Serviceable Area:** 2,000 sq ft
- **Proposed Days and Hours of Operation:**
  - Sunday through Saturday from 11 a.m. to 11 p.m.

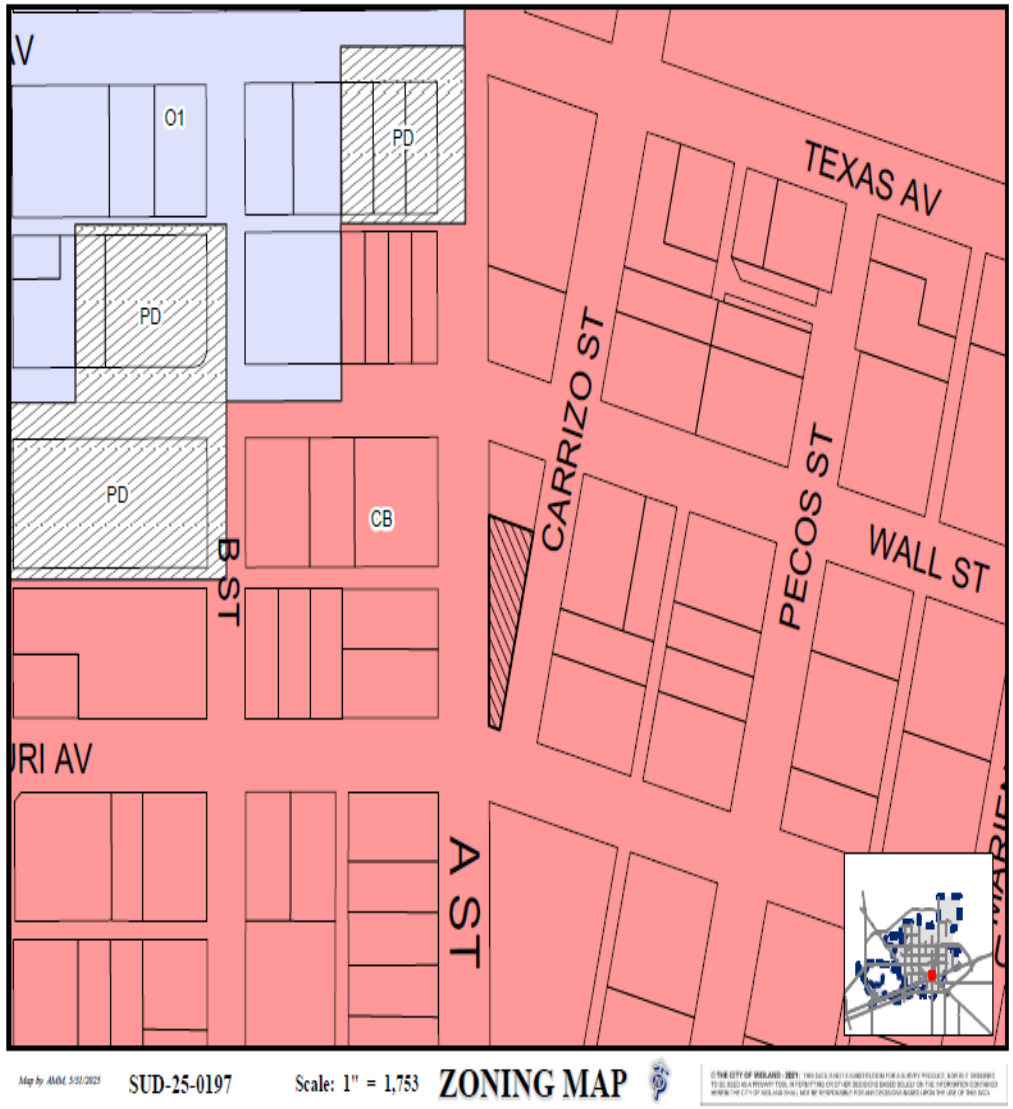


SUD DETAILS

- **Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.**

ZONING

- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:** CB, Central Business.
- **Current Use of the Property: A Vacant:** The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03



LAND USE

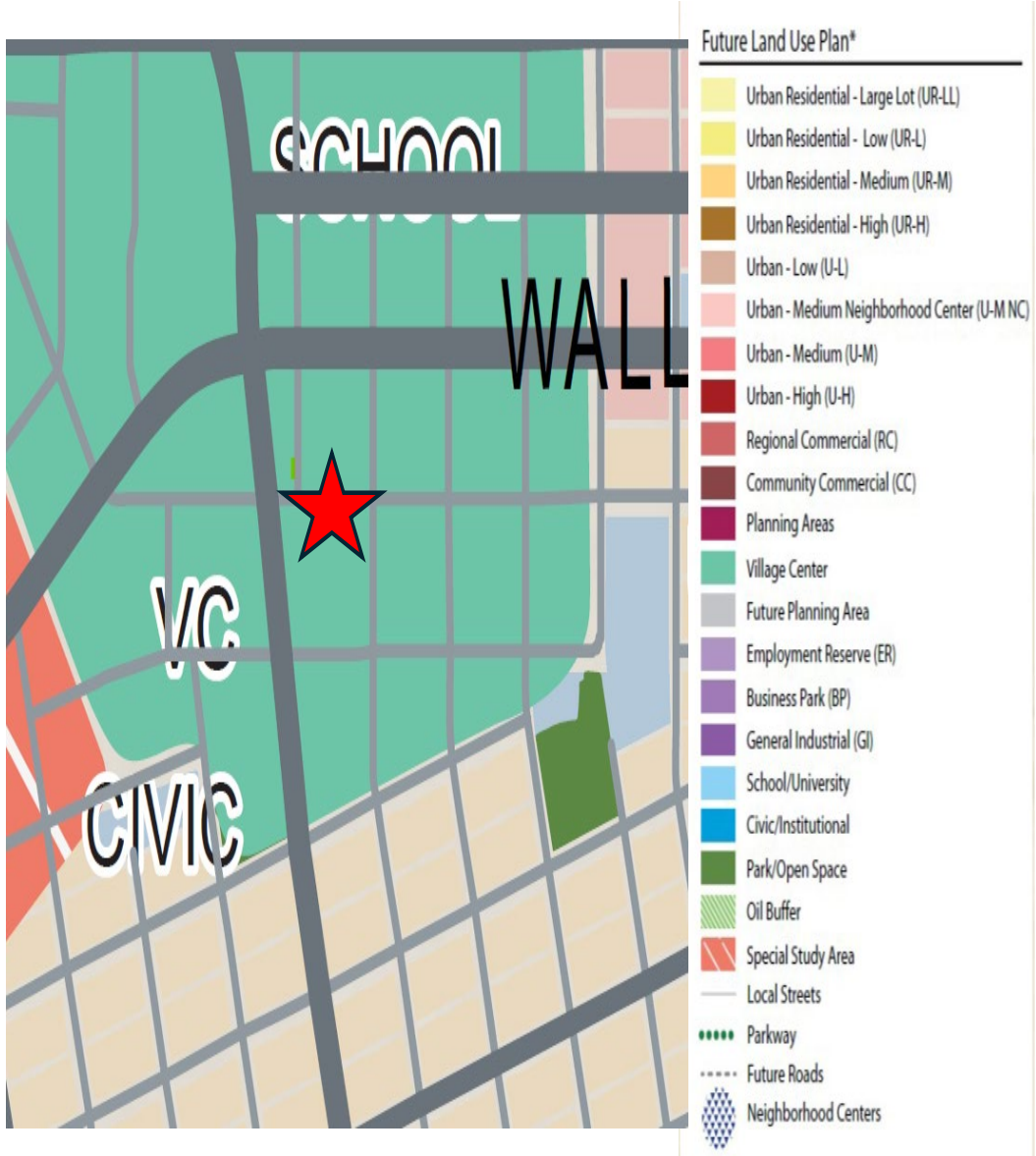
- **Surrounding Uses:**
  - North: Wall Street Cocina
  - South: MISD Building
  - East: The Bar
  - West: Vacant

SITE PHOTO

On South A. Street, Looking East

COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
  - Village Center
- **Supported Uses:**
  - This is a village center area and there are no policies established for this location.
  - Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



STAFF RECOMMENDATION

- No objections have been received.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a restaurant subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 2,000 square feet as shown in <u>Exhibit B,</u> which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

STAFF RECOMMENDATION

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 11 a.m. to 11 p.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

MIDLAND
Be the Energy!

STAFF RECOMMENDATION

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.

MIDLAND Be the Energy!

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 17

Meeting Date: May 27, 2025, June 10, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST HALF OF LOT 13 AND ALL OF LOT 14, BLOCK 6, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH F STREET AND WEST TENNESSEE AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA; 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Maverick Engineering, on behalf of Lone Star Cash Homes, LLC, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for a property located at 1300 West Tennessee Avenue in order to reconfigure the lot lines.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The subject property is zoned SF-2, Single-Family Dwelling District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot area is 7,000 square feet in the SF-2, Single-Family Dwelling District. The applicant is requesting to reduce this minimum lot area to 3,187 square feet, for an existing residence.

The subject property is currently used as a single-family residence. This property is located on the same two lots as another single-family residence. Each of these properties has their own address and electric meters. In addition to the special exception request, the applicant is requesting to replat these properties in order to clean up the lot lines and officially separate the two properties by establishing two new lots.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 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 new code editions adopted in the City of Midland and date of permit application. Building separations according to the City of Midland's zoning ordinance and the fire separation requirements of the International Residential code must be adhered to.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved):

The minimum lot area regulation creates a hardship for this property as this existing property does not meet the minimum dimensions and would be prevented from being further developed. Granting this exception would alleviate the hardship and allow the property owner to separate the two existing single-family residences that are currently located on the same two lots, by replatting them into their own lot.

Staff recommends approval of this special exception request subject to the following conditions.

Conditions:

That said special exception shall be of no force or effect unless the Property is replatted into no more than two lots after the final adoption of this ordinance; provided, however:

A. **That the special exception shall apply to only one of the two lots resulting from the replat; and**

B. **That the lot to which the special exception shall apply shall have a minimum lot area of 3,187 square feet.**

Letters of Objection:

Staff has not received any letters of objection as of May 23, 2025.

Attachments:

Application
Maps
Aerial Photo
Site Photo
PowerPoint Presentation

.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST HALF OF LOT 13 AND ALL OF LOT 14, BLOCK 6, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH F STREET AND WEST TENNESSEE AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA; 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 the east half of Lot 13 and all of Lot 14, Block 6, West Midland Addition,

City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot area on the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

> That said special exception shall be of no force or effect unless the Property is replatted into no more than two lots after the final adoption of this ordinance; provided, however:
>
> A. that the special exception shall apply to only one of the two lots resulting from the replat; and
>
> B. that the lot to which the special exception shall apply shall have a minimum lot area of 3,187 square feet.

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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
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:

_____

Nicholas Toulet, Interim City Attorney

MIDLAND Planning Division

Special Exception Application

Project Number:

Case Number: E-25-0137

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: LONE STAR CASH HOMES, LLC		Phone (832) 396-0036 Email luke@lscashhomes.com	
Address 122 PINE CREST DRIVE	City MONTGOMERY	State TX	Zip 77316

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432)262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET, SUITE K	City MIDLAND	State TX	Zip 79701

Street Address: 1300 W TENNESSEE AVENUE

Legal Description
Lot: part 13&14 Block: 6 Subdivision: WEST MIDLAND ADDITION

Current Zoning: SF2

This property qualifies as an exception to the City Code because:

- ☒ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: TO FORMALLY SEPARATE THE TWO EXISTING SINGLE-FAMILY HOMES, EACH OF WHICH ALREADY HAS ITS OWN ADDRESS AND ELECTRIC METERS ON THE INDIVIDUAL LOTS.

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:
Applicant (printed):	
Property Owner (signature): Signed by: Luke Slapa	Date: 4/16/2025
Property Owner (printed) : Luke Slapa	

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 Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is authorized by Luke Slapa, 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.

Ashlee Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21st day of April, 20 25, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 5288
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

RECEIVED APR 21 2025

Received By: Date:

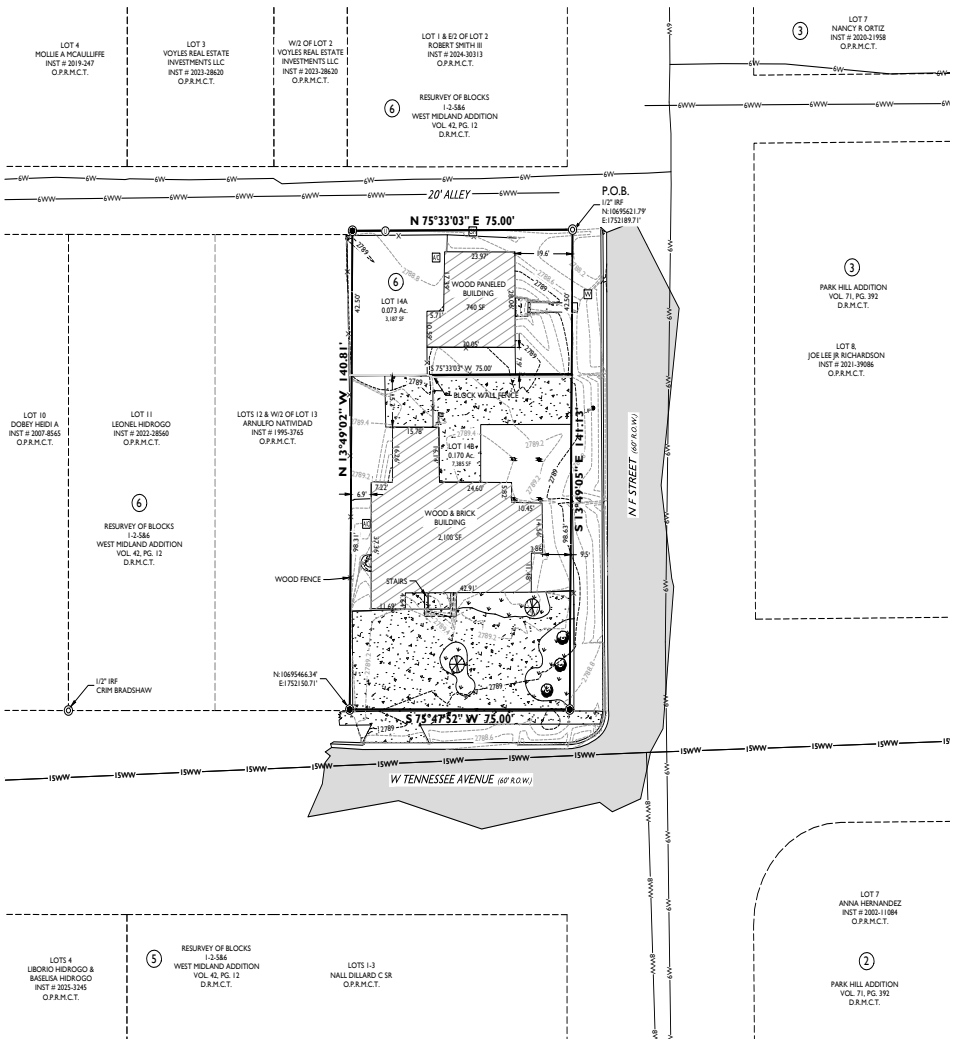
Initial:

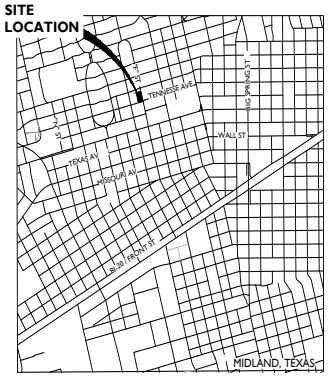
****Application will not be considered for scheduling until reviewed by a planner.****

SKETCH PLAT

WEST MIDLAND ADDITION, SECTION 3

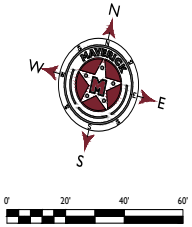
BEING A REPLAT OF EAST HALF OF LOT 13 AND ALL LOT 14, BLOCK 6, RESURVEY OF BLOCKS NO.1-2-5&6 WEST MIDLAND ADDITION, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS.





VICINITY MAP

N.T.S.



0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

	SET 1/2-INCH IRON ROD WIRED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
	FOUND MONUMENT AS NOTED
	EXISTING GAS METER
	EXISTING WATER METER
	EXISTING A/C PAD
	EXISTING UTILITY POLE
	EXISTING FLAG POLE
	EXISTING UTILITY MARKER
	EXISTING SMALL TREES
	EXISTING MEDIUM TREES
	BOUNDARY LINE
	PROPERTY LINES
	EXISTING BLOCK WALL FENCE
—X—	EXISTING WOOD FENCE
—6W—	EXISTING 6" WATER MAIN
—8WW—	EXISTING 6" WASTEWATER
—8WW—	EXISTING 8" WASTEWATER
—15WW—	EXISTING 15" WASTEWATER
	PAVEMENT
	CONCRETE
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
D.R.M.C.T.	DEED RECORDS, MIDLAND CO., TX

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS , IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 27, BLOCK 39, T-1-S, T&P. RAILWAY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT LONE STAR CASH HOMES, LLC, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS WEST MIDLAND ADDITION, SECTION 3, AN ADDITION TO THE CITY OF MIDLAND, TEXAS, AND, HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS AND EASEMENTS SHOWN THEREON.

THE_____DAY OF _____, 2025.

_____

BY:_____, LONE STAR CASH HOMES, LLC

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025 BY _____, LONE STAR CASH HOMES, LLC

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF WEST MIDLAND ADDITION, SECTION 3, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____DAY OF_____, 2025.

_____

ABRAHAM BREJEL, CHAIRMAN

_____

LANDON OCHOA, SECRETARY

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOULTS, A REGISTERED PROFESSIONAL [illegible] HEREBY CERTIFY THAT THIS PLAT WAS PREPARED [illegible] THAT THE CORNER MONUMENTS [illegible] SUPERVISION, IN ACCORD[illegible]

GREGORY W. SHOULTS,
MAVERICK ENGINEERIN[illegible]
1909 W. WALL STREET, [illegible]
MIDLAND, TX 79701

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

PROPERTY OWNER

LONE STAR CASH HOMES, LLC
122 PINE CREST CIR.
MONTGOMERY, TEXAS 77316
832-396-0036
DEED INST. #2025-3828

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0089F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK CIVIL & SURVEY, LLC.

DEVELOPMENT NOTES

1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS:*
   (1) THE REPRESENTED LOT(S) (S)ARE) REPLATTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR ;
   (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
4. *IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. [illegible] AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE [illegible] PROCESS. [illegible] IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE PROPERTY [illegible] OR SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691! AT NGS "MIDLAND".*
2. *1/2" IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
4. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*
5. *THIS IS A PROVISIONAL SKETCH PLAT, THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.*

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

_____

ATMOS ENERGY

BY: _____

_____

AT&T

BY: _____

_____

OPTIMUM

BY: _____

_____

ASTOUND BROADBAND

BY: _____

_____

ONCOR ELECTRIC DELIVERY

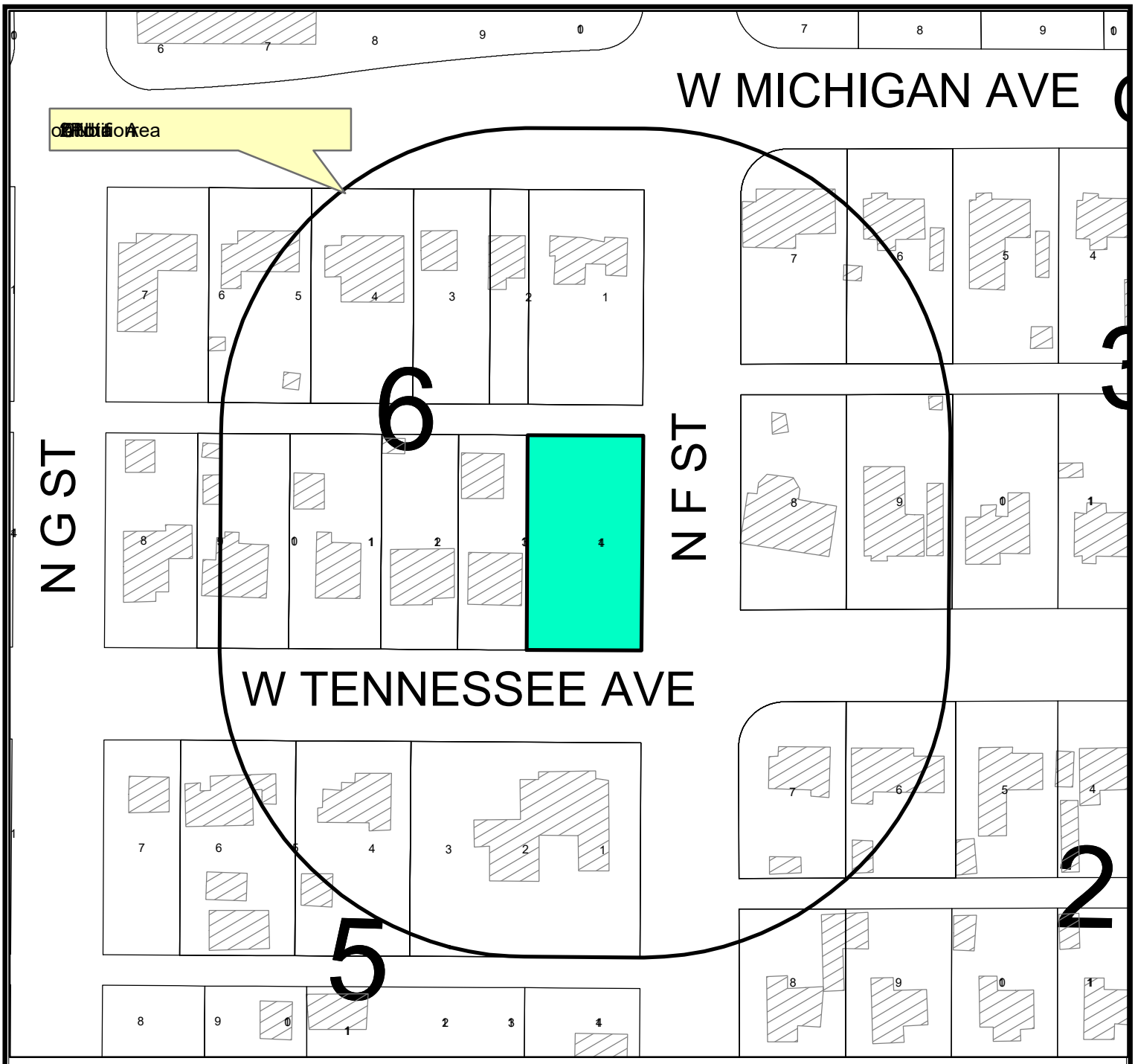
BY: _____

M A V E R I C K
CIVIL ENGINEERING / LAND SURVEYING

1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

WEST MIDLAND ADDITION SECTION 3

PACKET 17.10
June 10, 2025



Location Map

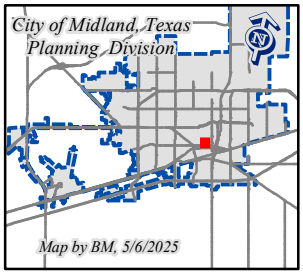
E-25-0137 **Scale: 1" = 78'**

Consider a request by Maverick Engineering, on behalf of Lone Star Cash Homes, LLC, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area on the east half of Lot 13, and all of Lot 14, Block 6, West Midland Addition, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of North F Street and West Tennessee Avenue. (Council District 3)

L E G E N D

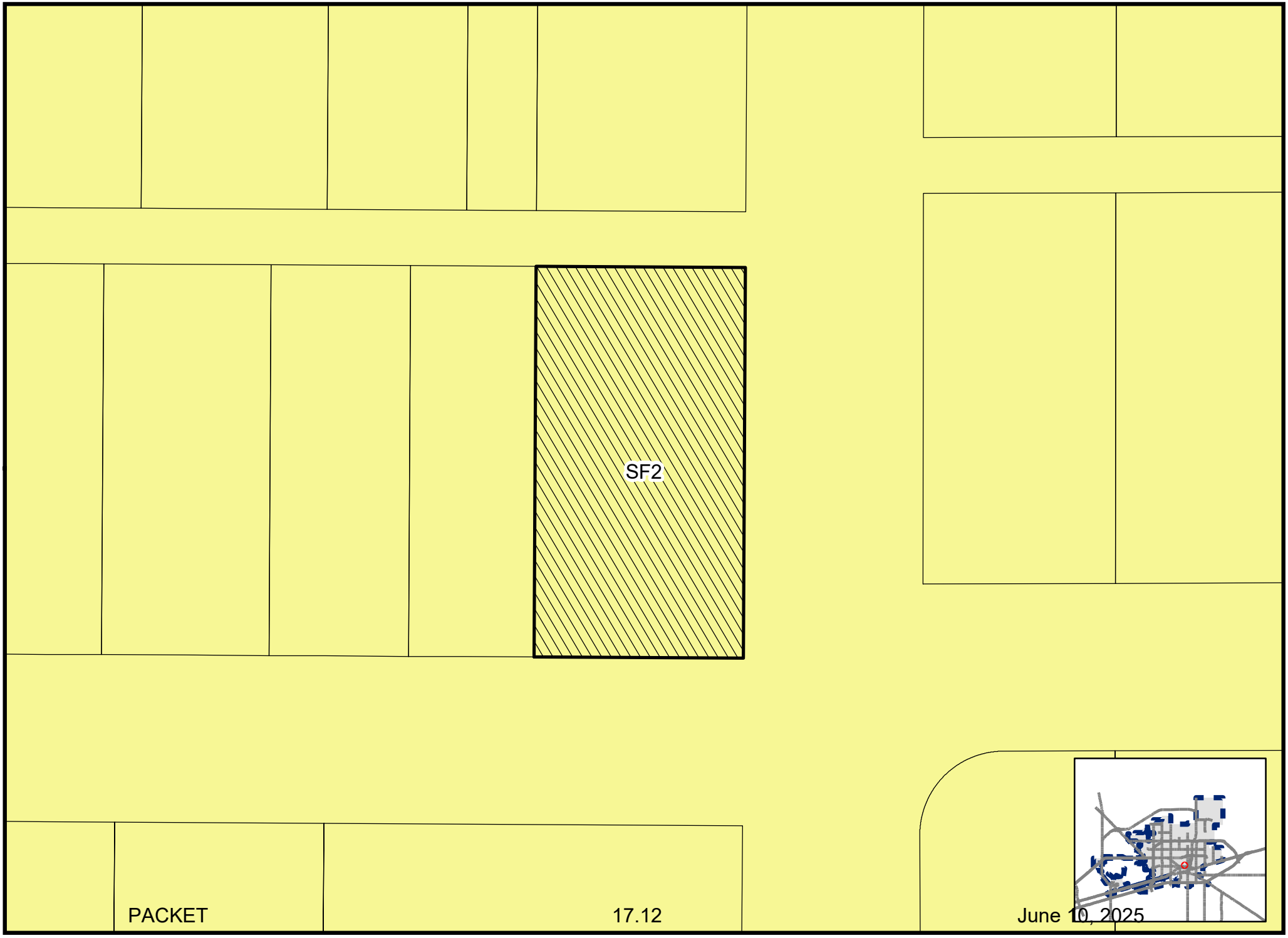
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 5/6/2025

E-25-0137

Scale: 1" = 43'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

6
5
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MIDLAND
Be the Energy!

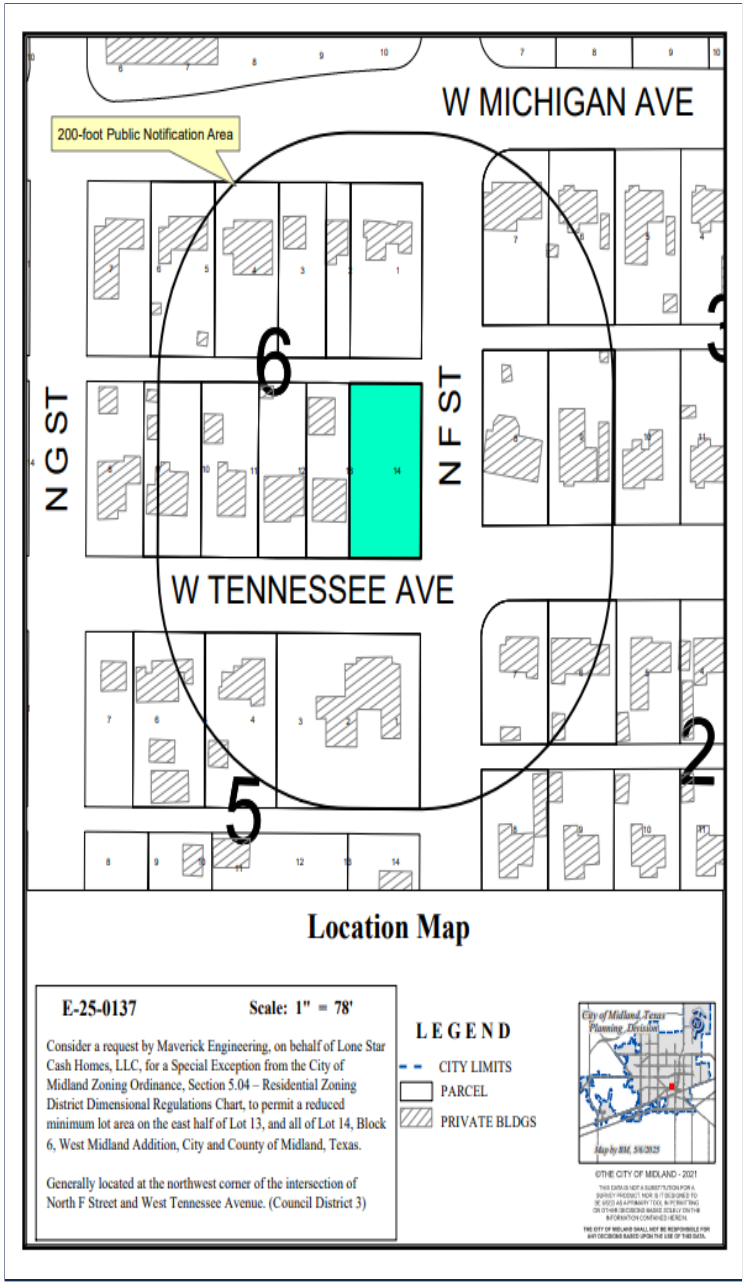
SPECIAL EXCEPTION

1300 WEST TENESSEE AVENUE

Visit Our Website
MIDLANDTEXAS.GOV

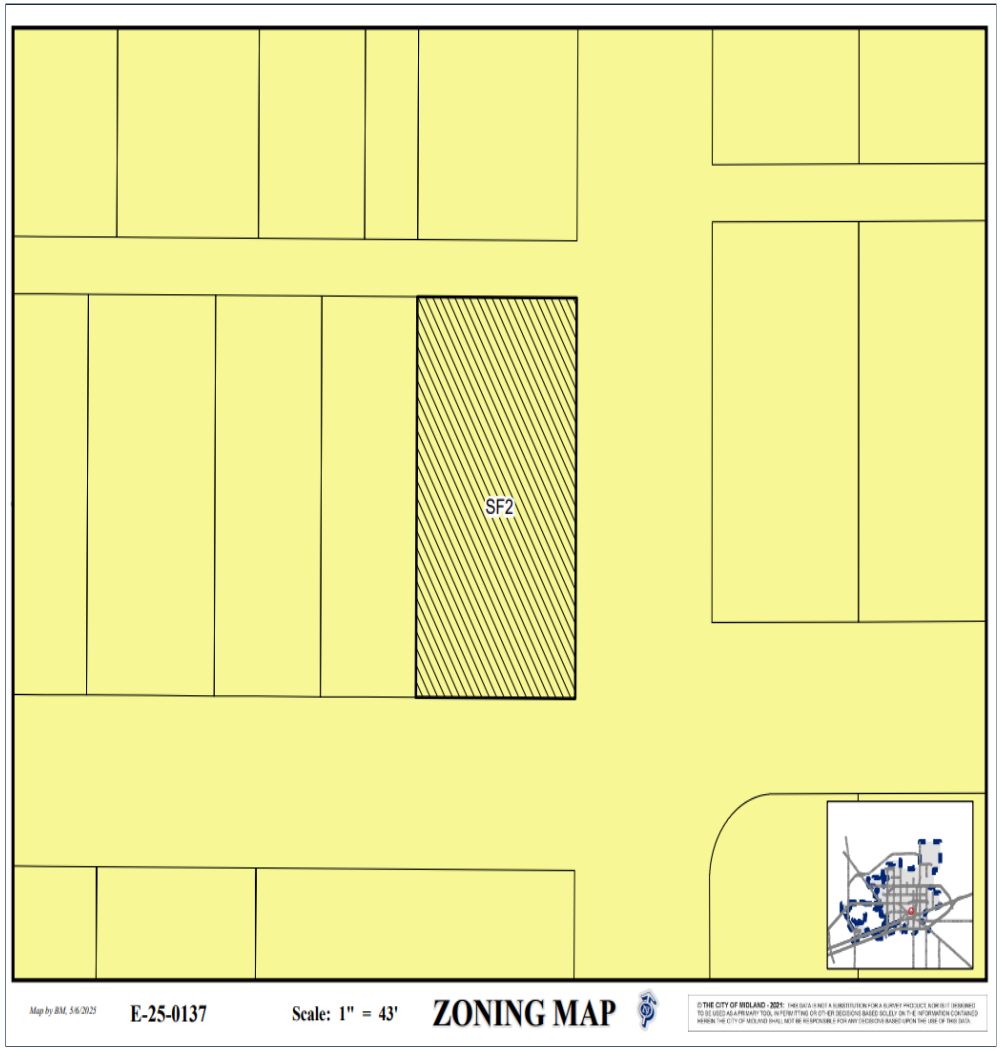
APPLICATION SUMMARY

- **Property Owner:** Lone Star Cash Homes, LLC
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Application Type:** Special Exception
- **Location:** 1300 West Tennessee Avenue (Council District 3)
- **Reason for Request:** To reduce the minimum lot area requirement for the SF-2, Single-Family Dwelling District, in or to reconfigure the lot lines.



ZONING

- **Current Zoning:** SF-2, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/East/West:** SF-2, Single-Family Dwelling District

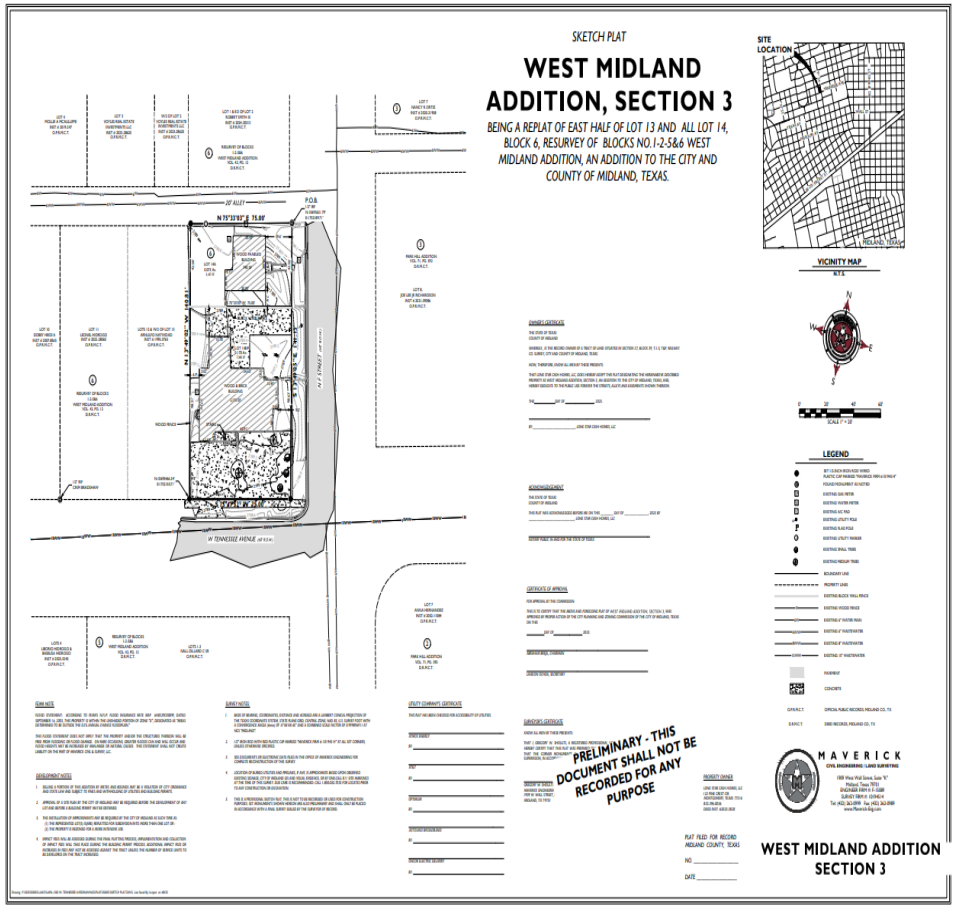


LAND USE

- **Current Use:** Single-Family Housing
- **Proposed Use:** Single-Family Housing
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Housing

SPECIAL EXCEPTION DETAILS

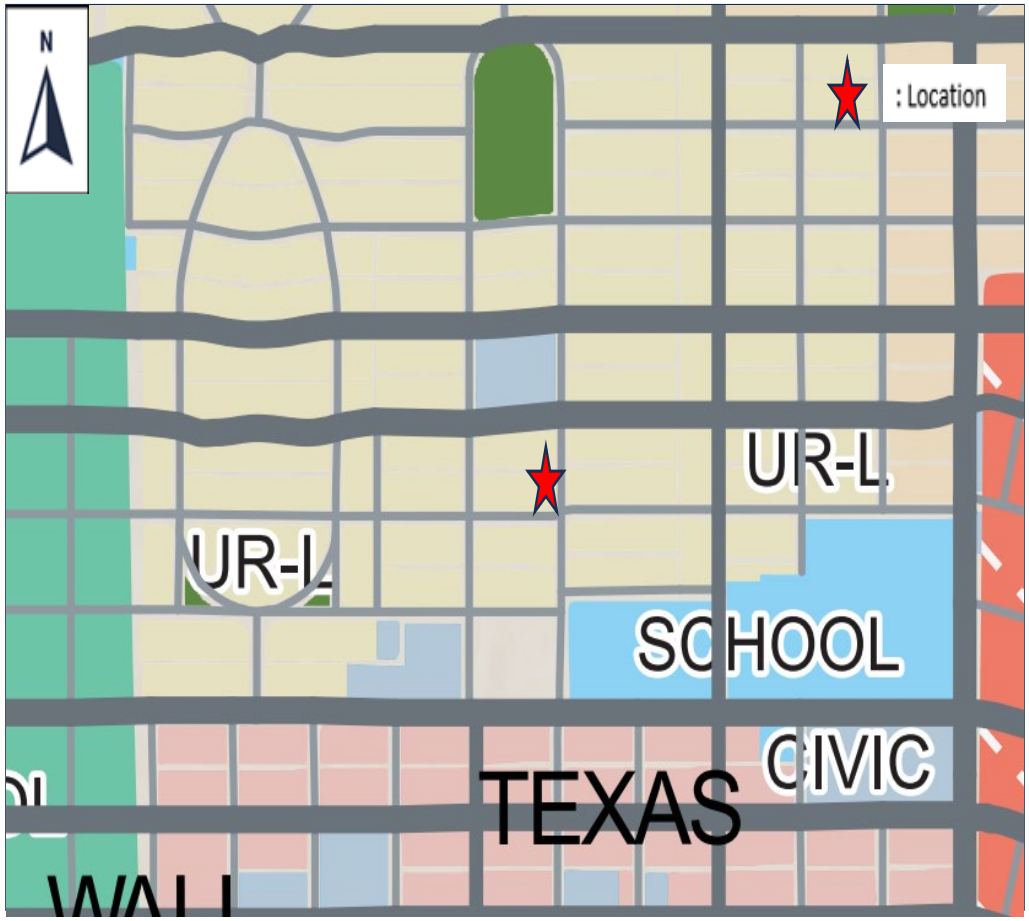
- **Requirement:** The minimum lot area for the SF-2, Single-Family Dwelling District is 7,000 square feet per Section 5.04- Residential Zoning District Dimensional Regulations Chart.
- **Requested Variance:** 3,187 square feet.



On North F Street, Looking West

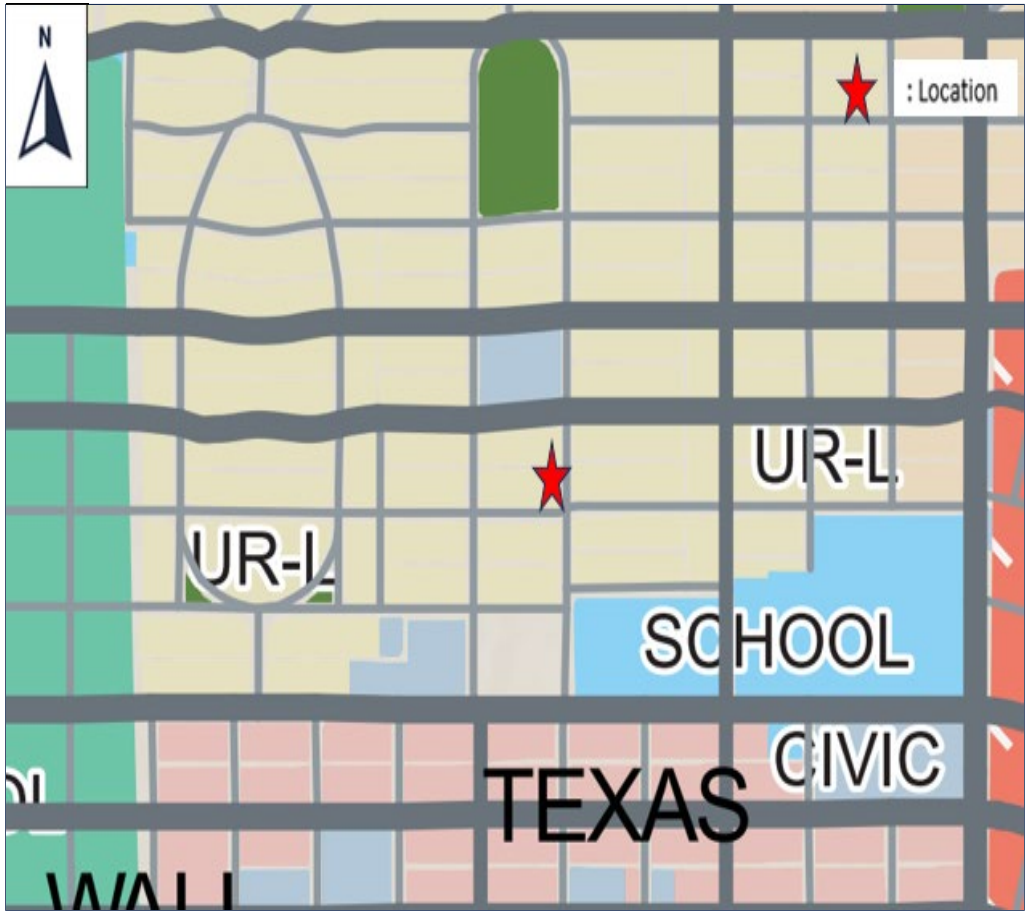
COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - Urban Residential-Low (UR-L)
- **Supported Uses:**
  - Restrictive land use, emphasizing single-family detached development, although innovative single-family forms may be permitted with special review. Civic uses are generally allowed, with special permission for higher intensity uses. Developments will be provided with full city services.



COMPREHENSIVE PLAN ANALYSIS

- Land use is **compatible** with the surrounding area and TCT Plan.



MIDLAND
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STAFF RECOMMENDATION

- No objections received.
- Staff recommends **APPROVAL** of this special exception subject to the following conditions.
- **That said special exception shall be of no force or effect unless the Property is replatted into no more than two lots after the final adoption of this ordinance; provided, however:**

A. that the special exception shall apply to only one of the two lots resulting from the replat

B. that the lot to which the special exception shall apply shall have a minimum lot area of 3,187 square feet.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 18

Meeting Date: May 27, 2025, June 10, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 7, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND HOUSTON 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:

Erica Hernadez, is requesting a Zone Change from LI, Light Industrial District, to SF-3, Single-Family Dwelling District for the construction of a single-family residence on a property located at 410 North Lee Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

LI, Light Industrial District.

Surrounding Zoning and Land Use:

The properties to the east and south from the subject property are all zoned LI, Light Industrial District. The properties to the east are zoned SF-3, Single-Family Dwelling District while the properties to the north are zoned MF-22, Multiple-Family Dwelling District. The properties to the west, east and south are residential and the proprieties to the north are unoccupied fenced lots.

Analysis:

The subject property is zoned LI, Light Industrial District, which calls for wholesaling, distribution, and warehousing activities. The applicant is seeking a zone change to SF-3, Single-Family Dwelling District in order to develop a single-family dwelling unit. This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Medium (U-M). This designation calls for a diverse range of housing types including single-family and multi-family housing. Along with neighborhood and community retail, office spaces and essential services.

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 & Gas well concern for Zoning.

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 2023 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 new code editions adopted 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 LI, Light Industrial District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 16, 2025, staff have received no letters of objection for this request.

Attachments:

Application
Survey
Maps
Power Point

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 7, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND HOUSTON 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 12, Block 7, Moody Addition, 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 LI, Light Industrial 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
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:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0418

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Erica Hernandez		Phone (432)215-5108 Email edelaro1@yahoo.com	
Address 102 Cedar Ave	City Midland	State TX	Zip 79705

Property Owner Printed Name: Mario and Erica Hernandez		Phone (432) 215-5108 Email edelaro1@yahoo.com	
Address 102 Cedar Ave	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 410 N Lee St

Legal Description
Lot: 12 Block: 7 Subdivision: Moody Addition

Current Zoning: Light Industrial

Proposed Zone: Single-Family 3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: _____

Present Use of Property: Vacant

Proposed Use of Property: Single Family

How would this zone change affect the public health, safety and welfare? Property location is better suited for housing than industrial activities

Describe how conditions affecting the property have changed since present zoning designation: The Surrounding lots are Single family homes

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: Feb 24, 25
Applicant (printed): Erica Hernandez	
Property Owner (signature):	Date: Feb 24, 25
Property Owner (printed) : Erica Hernandez	

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.

_____

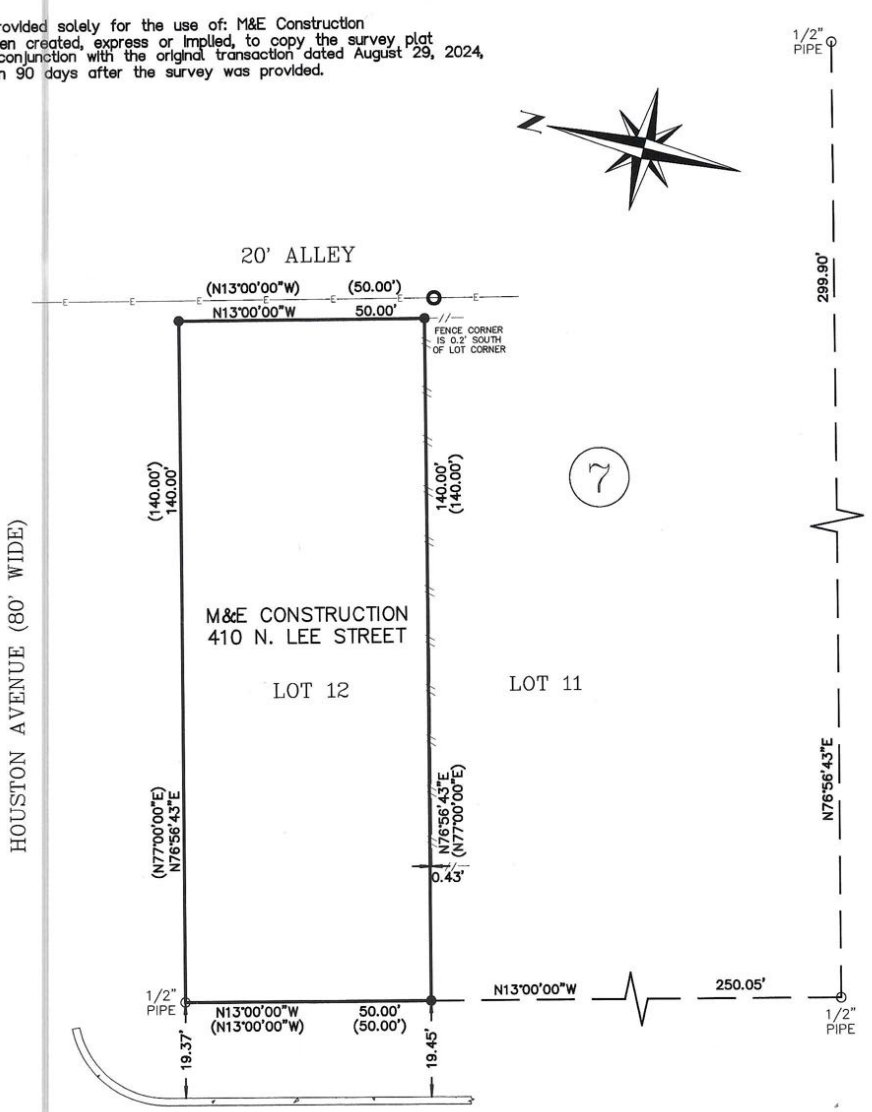
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Invoice	RECEIVED
Received By: Madelyn Rayes	Date: MAR 7 4 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

* COPYRIGHT 2024
This survey plat is being provided solely for the use of: M&E Construction 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 August 29, 2024, which shall take place within 90 days after the survey was provided.



LEGEND

- ● Set 1/2" I.R. W/Cap "RPLS 6832"
- ○ Fnd. 1/2" I.R.
- O Power Pole
- —E—E— Overhead Electric Line
- —//—//— Wood Fence line

SURVEY OF
LOT TWELVE (12), BLOCK SEVEN (7),
MOODY ADDITION,
AN ADDITION TO THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 1, PAGE 48, DEED RECORDS, MIDLAND COUNTY, TEXAS

This survey was prepared without benefit of a title commitment.
Not all easements or matters of title may be shown.

Census Tract: 17

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: 48329C0089 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 August 2024.

Registered Professional Land Surveyor No. 6832
Date: 08/29/2024

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

Basis of Bearings:
WEST Line of this Lot

Bearings and Distances Shown Inside ( ) indicate Record Information

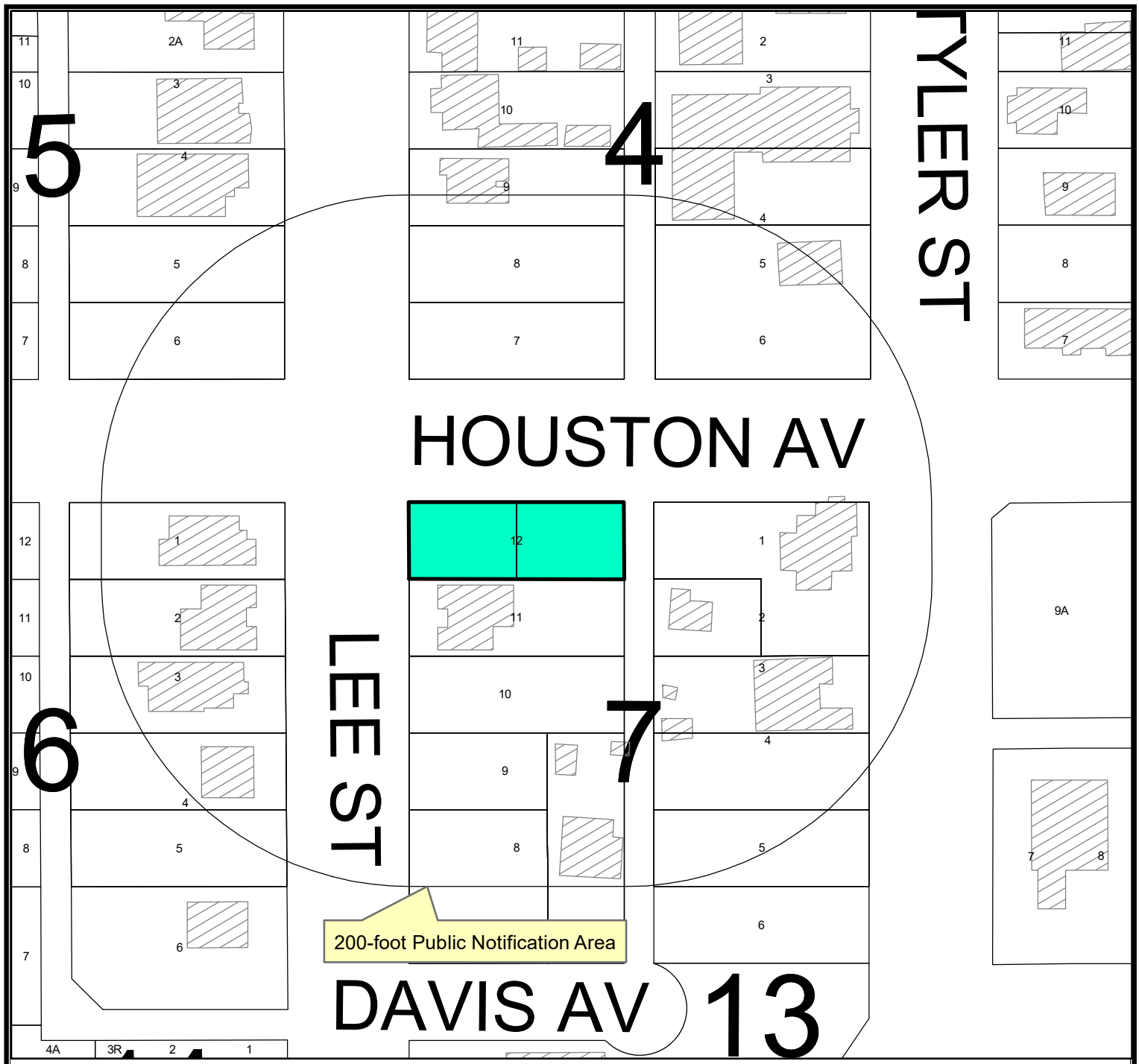
30 15 0 30

SCALE: 1" = 30'

STATE OF TEXAS REGISTERED DURYN HENINGTON 6832 PROFESSIONAL LAND SURVEYOR

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432)570-6256 brucepennell@yahoo.com

ABSTRACT OFFICE: N/A	G.F. #: N/A	COMMITMENT EFFECTIVE DATE: N/A	
CAD FILE: PLS25578	DATA FILE: 410NLEE	DRAWN BY: MARCY N.	FIRM NO.: 10193978



Location Map

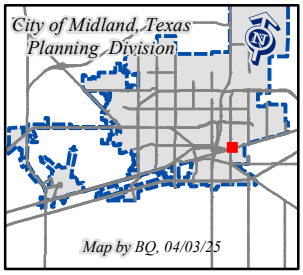
Z-25-0418 **Scale: 1" = 600'**

Consider a request by Erica Hernandez for a Zone Change from LI, Light Industrial District, to SF-3, Single-Family Dwelling District, on Lot 12, Block 7, Moody Addition, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North Lee Street and Houston Avenue (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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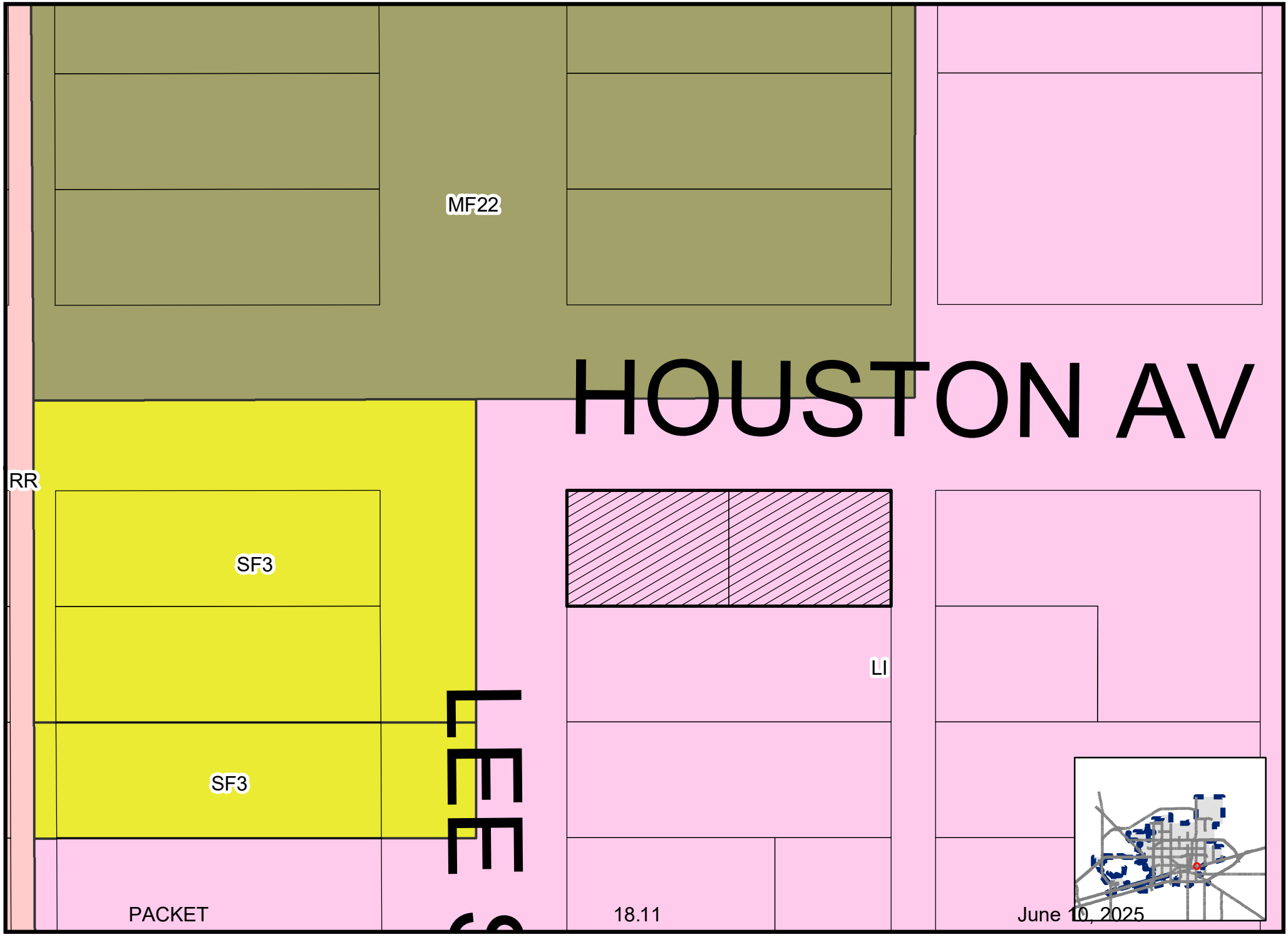


Map by BQ, 4/3/25

Z-25-0418

Scale: 1" = 600'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

HOUSTON AV
LEE ST
7

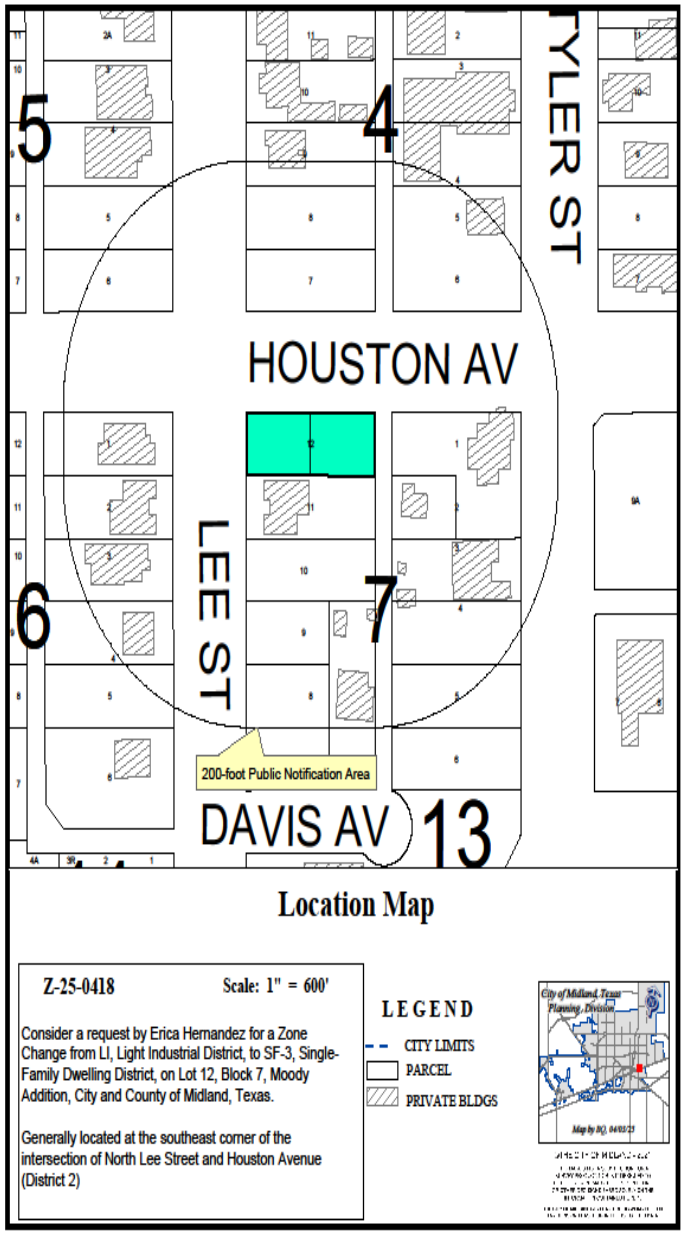
MIDLAND
Be the Energy!

ITEM
ZONE CHANGE REQUEST
410 N LEE ST

Visit Our Website
MIDLANDTEXAS.GOV

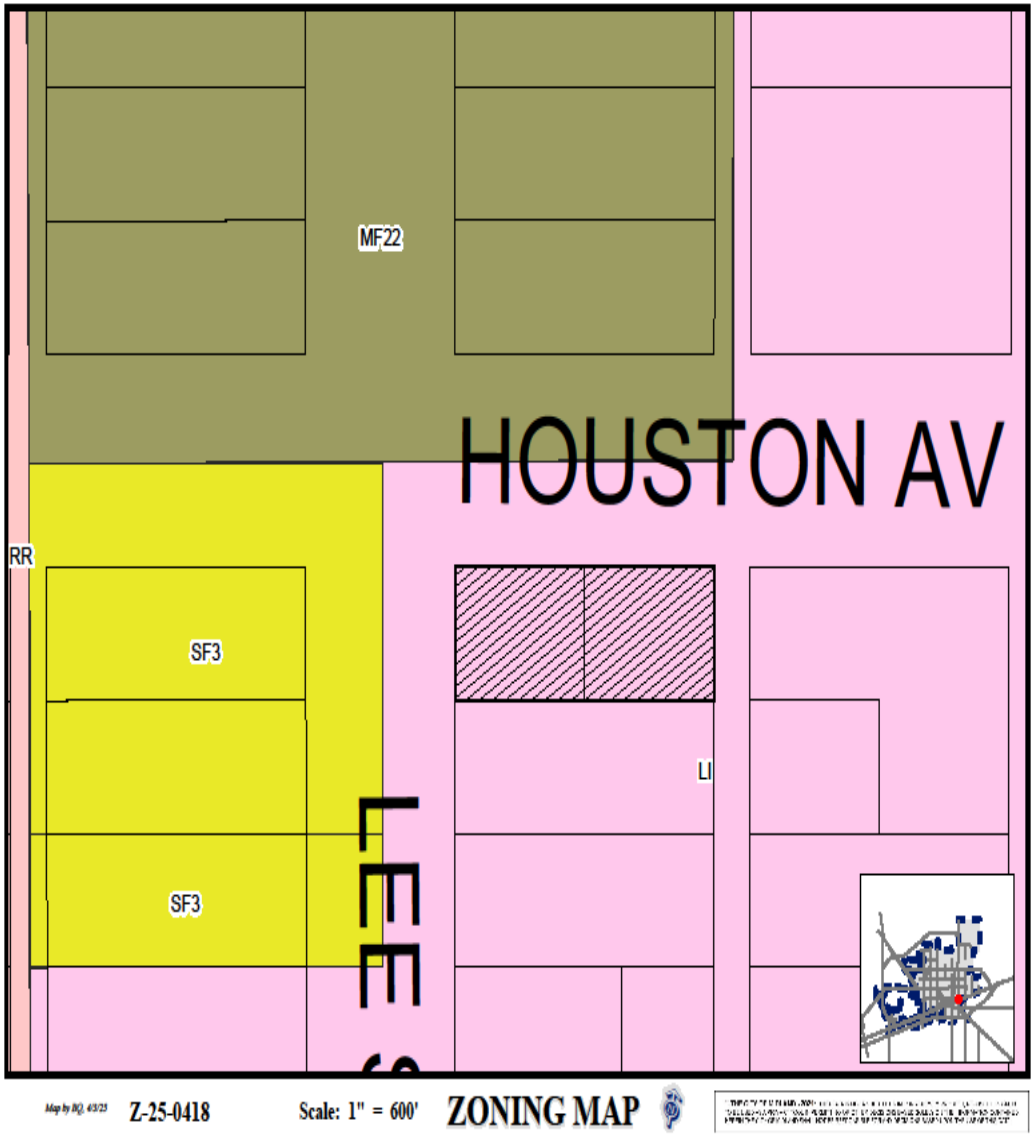
APPLICATION SUMMARY

- **Property Owner**: Mario & Erica Hernadez
- **Type of Application:** Zone Change
- **Address:** 410 North Lee Street (District 2)
- **Reason for Request:** To be able to build a single-family dwelling.



ZONING

- **Current Zoning:** LI, Light Industrial District
- **Surrounding Zoning:**
  - **East/South:** LI, Light Industrial District
  - **West:** SF-3, Single-Family Dwelling District
  - **North:** MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



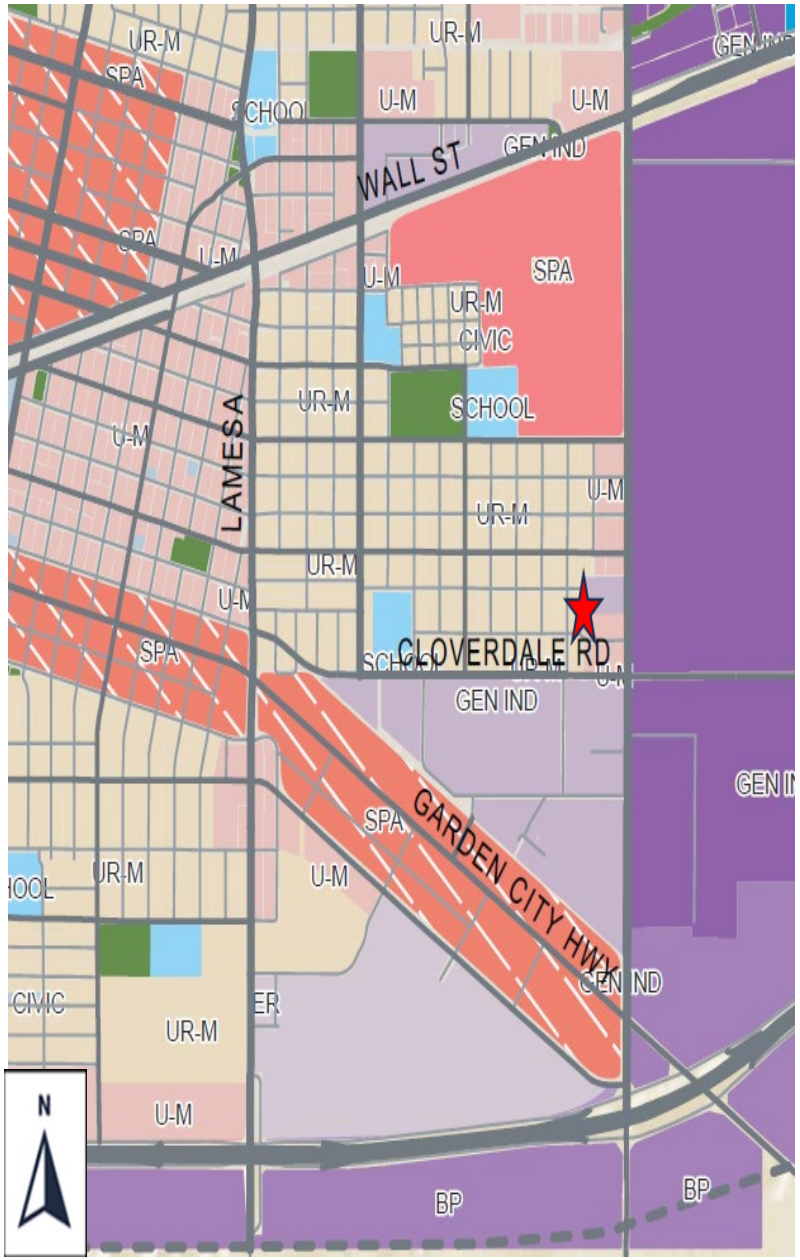
LAND USE

- **Current Use of the Property:** Vacant Lot
- **Proposed Use of the Property:** Residential
- **Surrounding Uses:**
  - **South/East/West**: Residential
  - **North:** Unmaintained lot

On North Lee Street, Looking East.

COMPREHENSIVE PLAN

- **TCT Land Use Designation**: Urban Medium, U-M
- **Supported Uses**:
  - A mix of housing types, including single-family detached, single-family attached and townhouses.
- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.



STAFF'S RECOMMENDATION

- No objections received.
- Planning and Zoning Commission approved request on April 21, 2025.
- Staff recommends **APPROVAL** of this zone change from **LI, Light Industrial District** to **SF-3, Single-Family Dwelling District**.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 19

Meeting Date: May 27, 2025, June 10, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST TEXAS AVENUE AND NORTH MINEOLA 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:

QSW & Construction is requesting a Zone Change from LI, Light Industrial District, to C, Commercial District, to open and operate a restaurant on a property located at 701 East Texas Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life & Place

Discussion:

Current Zoning:

LI, Light Industrial District.

Surrounding Zoning and Land Use:

The properties to the east are zoned LI, Light Industrial District, and consist of a vacant lot and an auto repair shop. The property to the south is zoned LI, Light Industrial District, and is a vacant restaurant. The property to the north is zoned C, Commercial District, and is a railroad track. The property to the west is zoned C, Commercial District, and is an industrial business.

Analysis:

The subject property is currently zoned LI, Light Industrial District. The applicant is seeking this zone change to C, Commercial District, to open a restaurant. The use of a restaurant is not permitted for the LI, Light Industrial District. By changing the zone, the applicant would be able to open and operate a restaurant. This property use to operate as a liquor store, but has since closed, and is now vacant. The property to the south is currently a vacant building and use to be the site of a restaurant.

This request is not consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as an Urban Medium (U-M). The Urban Medium (U-M) designation calls for zoning districts such as Single-Family Dwelling Districts, Townhouse District, Office District, and Local Retail District. However, while C, Commercial district may not be a preferred zoning for this designation, the proposed land use as well as the surrounding land use is consistent with the Urban Medium (U-M) designation.

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 & Gas issues for Zoning

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 2023 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 new code editions adopted 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: (Approved)

Therefore, staff recommends approval of this Zone Change from LI, Light Industrial District, to C, Commercial District.

Letters of Objection:

Staff has not received any letters of objection as of May 23, 2025.

Attachments:

Application
Survey
Maps
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST TEXAS AVENUE AND NORTH MINEOLA 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 2, Block 44, Original Town Addition, City and County of Midland, Texas (the "Property"), to C, Commercial 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 LI, Light Industrial District to C, Commercial 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
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:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0425

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: NONE		Phone (432)413-0515 Email	
Address P.O.BOX11391	City MIDLAND	State TX	Zip 79702

Property Owner Printed Name: QSW& CONSTRUCTION		Phone (432) 413-0515 Email RICKCONNETT 432 413-0515 4141 at gmail.com	
Address P,O, BOX 11391	City MIDLAND	State TX	Zip 79702

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: NONE		Phone (432) 413-0515 Email	
Address	City	State	Zip

Street Address: 701 E. TEXAS

Legal Description
Lot: 002 Block: 44 Subdivision: ORIGNAL TOWN

Current Zoning: LIGHT INDUSTRAL (LI)	**Proposed Zone:** COM (C) *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: TO CREATE A VIBRANT AND WELCOMING SPACE FOR OUR COMMUNITY

Present Use of Property: VACANT NOT CURRENTLY IN USE

Proposed Use of Property: DEVELOPMENT

How would this zone change affect the public health, safety and welfare? POSITIVE

Describe how conditions affecting the property have changed since present zoning designation: IN THE RECENT YEARS I HAVE SEEN SIGNIFICANT SHIFTS IN LOCAL DEMOGRAPHICS ECONOMIC ACTIVITIES

ZONING OUT DATED AND LESS SUITED TO COMMUNITIE

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: 4/11/2025
Applicant (printed): RICHARD R. CORNETT	
Property Owner (signature):	Date: 4/11/2025
Property Owner (printed) : QSW AND CONSTRUCTION	

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 Richard R. Cornett who, being by me duly sworn, upon oath says: That (s)he is the owner of QSW & Construction or authorized by DBA, 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.

701 E. Texas

Authorized Agent (*signature*)

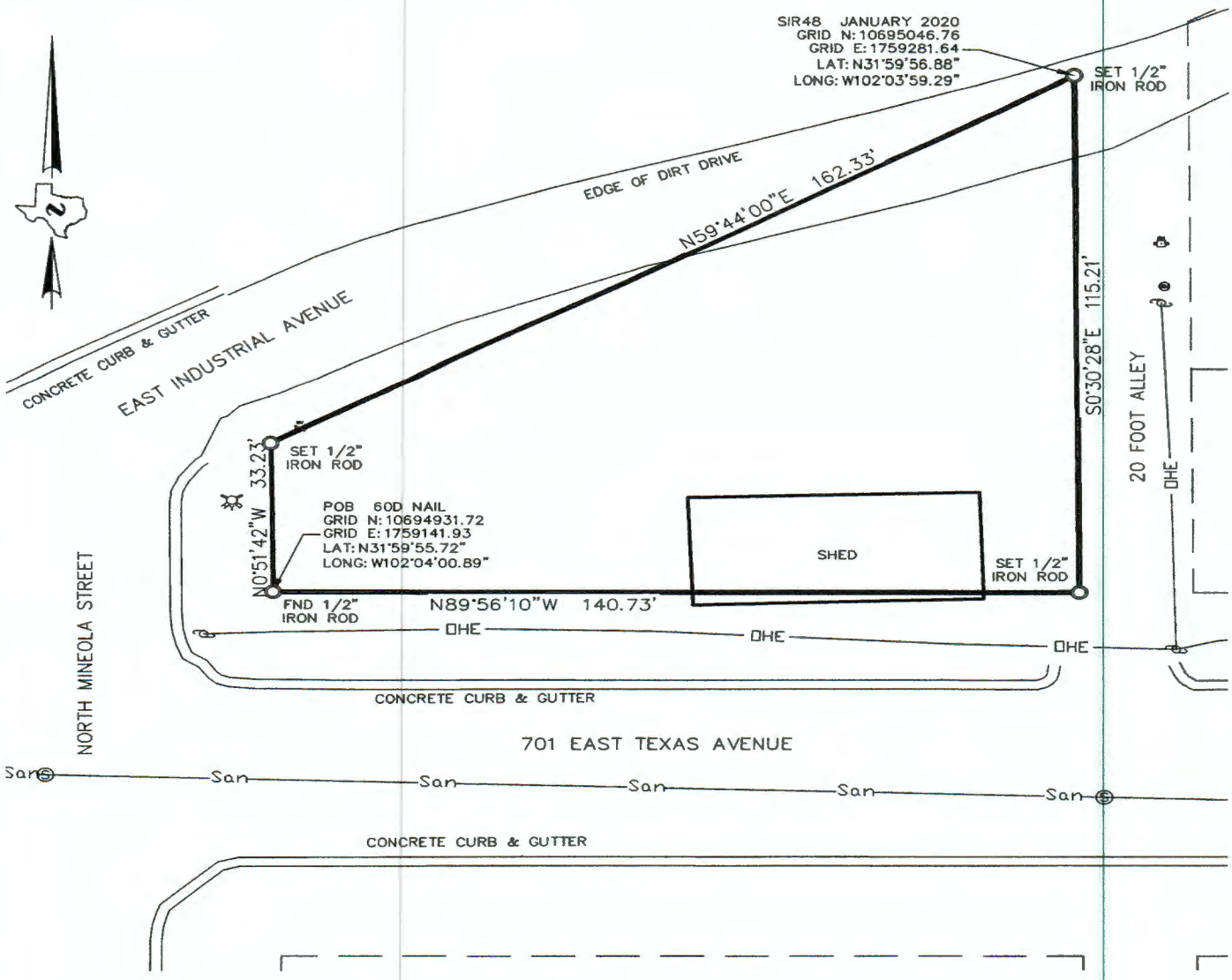
Subscribed and sworn to before me, this 10th day of April, 2025, to certify which witness my hand and seal of office.

Nitasha Harper
My Commission Expires
5/12/2027
Notary ID 134357774

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1085	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



NOTES:

BEARINGS, DISTANCES AND ACREAGE SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY SHALL NOT REPRESENT WARRANTY OF TITLE OR GUARANTEE OF OWNERSHIP.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

* ASTERISK DENOTES CONTROLLING MONUMENT

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

Surveyor Certification

TO THE LIENHOLDERS, RICHARD CORNETT

(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 9TH DAY OF JANUARY, 2020

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

CIVIL ENGINEERING - LAND SURVEYING
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500

Office (432) 684-5548

SURVEY

LOT 2

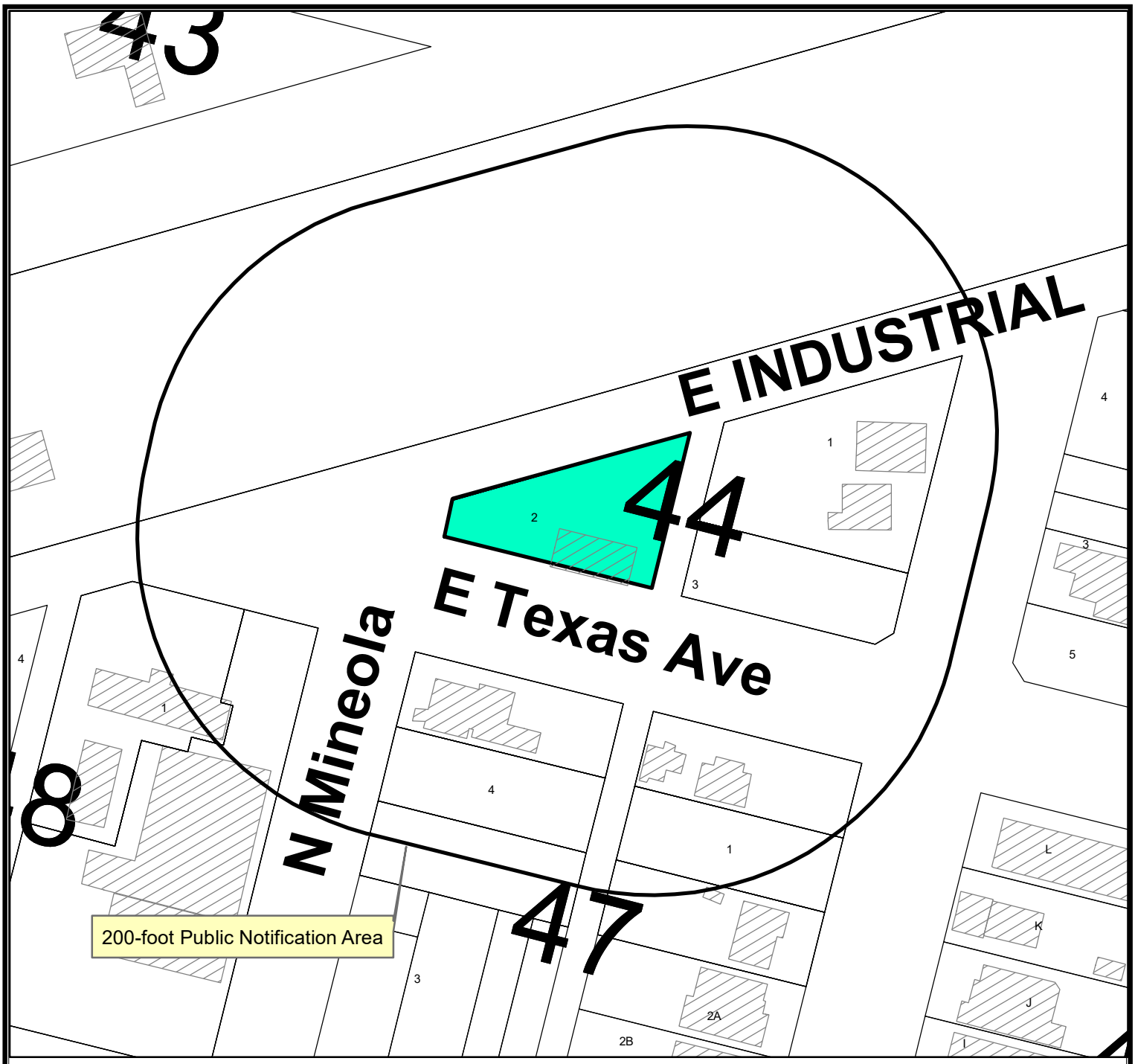
BLOCK 44

ORIGINAL TOWN OF MIDLAND

AN ADDITION TO THE CITY OF MIDLAND, AS PER PLAT OF RECORD IN VOLUME 2, PAGE 232, DEED RECORDS, MIDLAND COUNTY, TEXAS

SCALE: 1" = 30'

PROJECT: 77186RC
JOB NO.: 77,186



Location Map

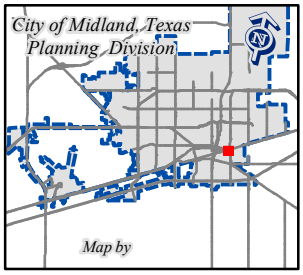
Z-25-0425 **Scale: 1" = 600'**

Consider a request by QSW & Construction for a Zone Change from LI, Light Industrial District, to C, Commercial District, on Lot 2, Block 44, Original Town, City and County of Midland, Texas.

(Generally located at the northeast corner of the intersection of East Texas Avenue and North Mineola Street.) (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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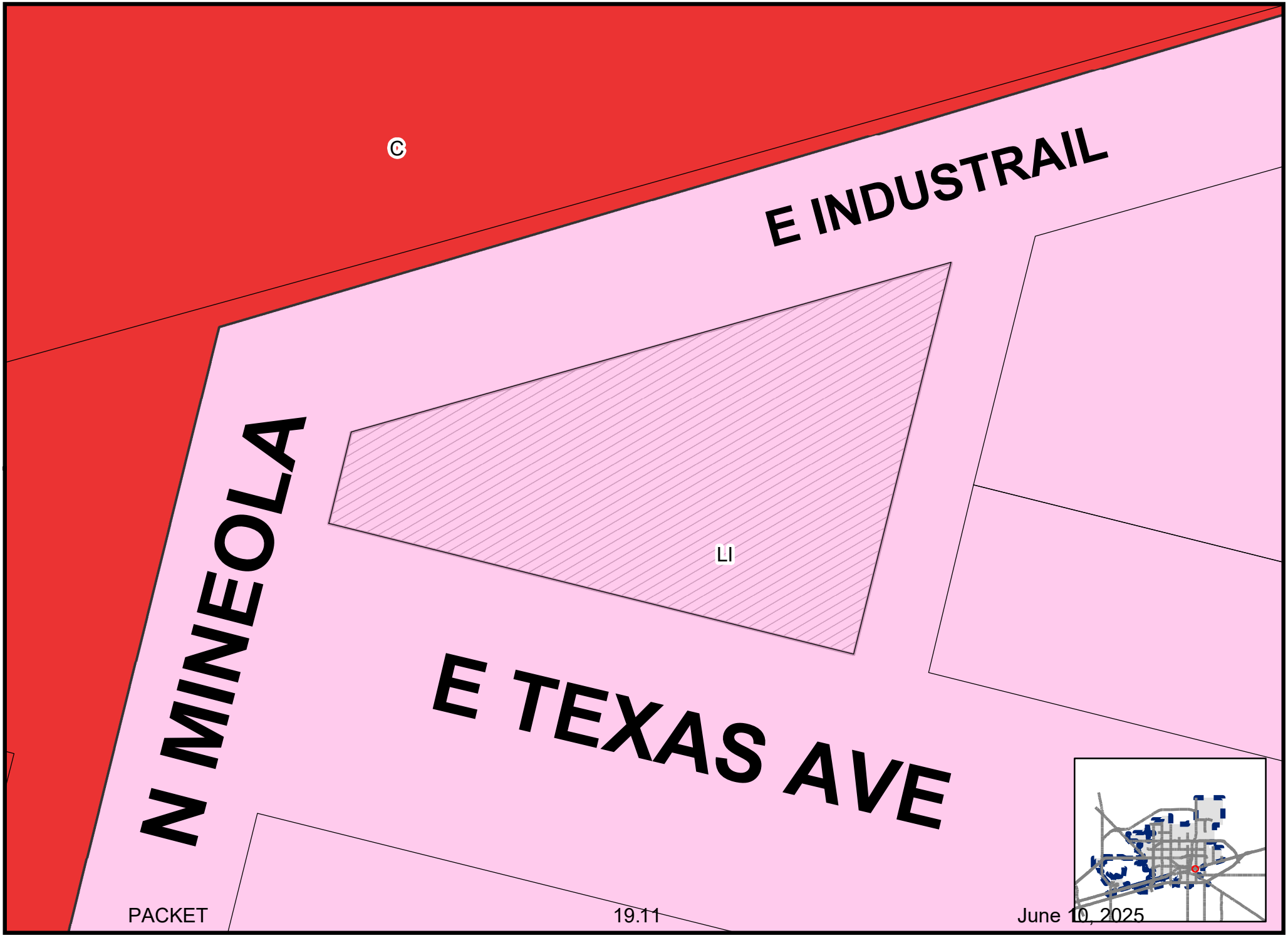

Map by BQ, 04/16/25 **Z-25-0425** **Scale: 1" = 300'** **ZONING MAP**

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4.4

MIDLAND

Be the Energy!

ZONE CHANGE REQUEST

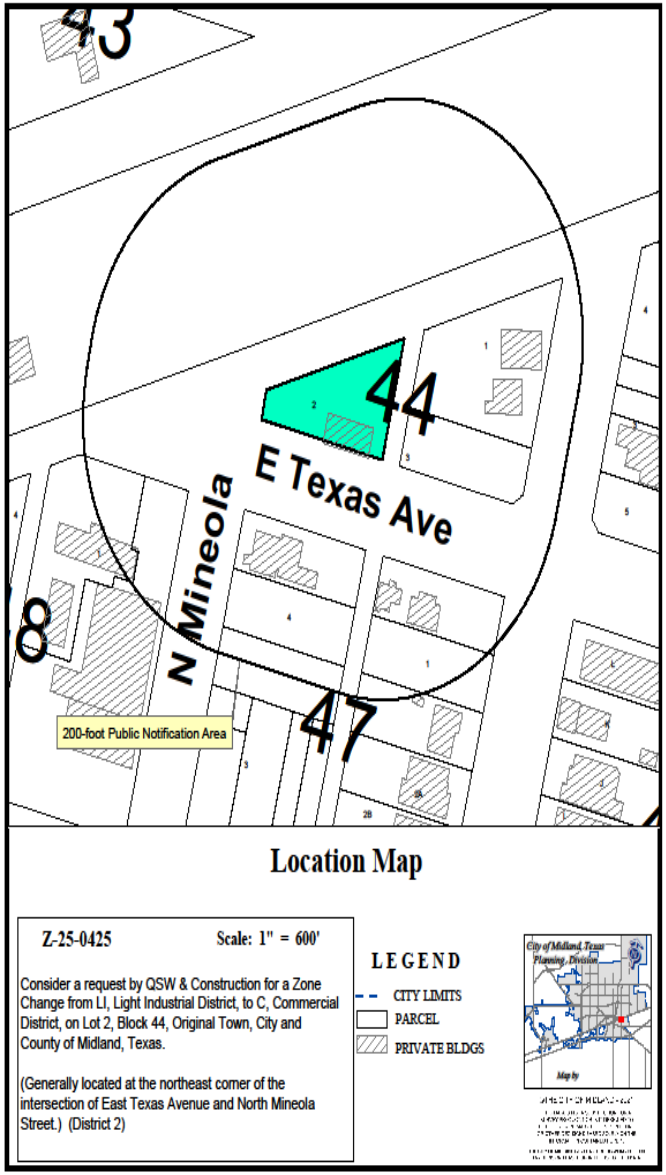
701 E TEXAS AVE

Visit Our Website

MIDLANDTEXAS.GOV

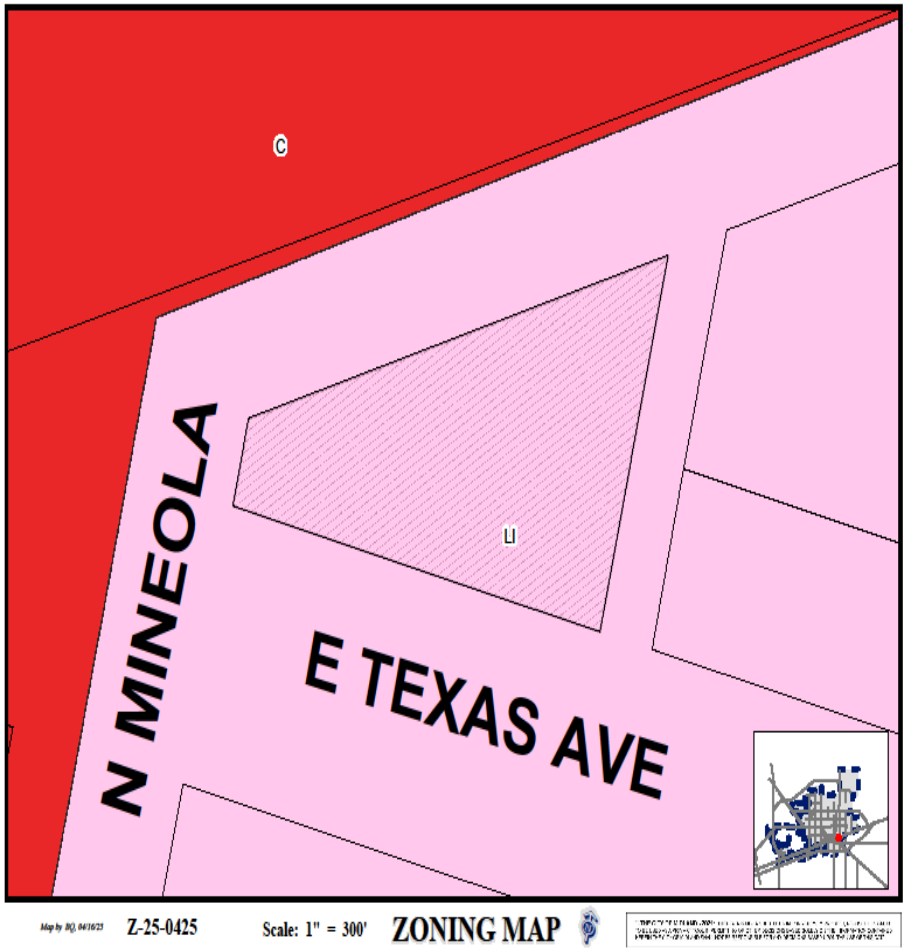
APPLICATION SUMMARY

- **Property Owner:** QSW& Construction
- **Application Type:** Zone Change
- **Address:** 701 East Texas Avenue (Council District 2)
- **Reason for Request:** To open and operate a restaurant.



ZONING

- **Current Zoning:** LI, Light Industrial District
- **Surrounding Zoning:**
  - **North/West:** C, Commercial District
  - **South/East**: LI, Light Industrial District
- **Proposed Zoning:** C, Commercial District



LAND USE

- **Current Use of the Property:** Vacant
- **Proposed Use of the Property:** Restaurant
- **Surrounding Uses:**
  - **North:** Railroad tracks
  - **South:** Restaurant
  - **East:** Residential
  - **West:** Event Venue

On East Texas Avenue, looking East.

COMPREHENSIVE PLAN

- **TCT Land Use Designation:**
- Urban Medium, U-M
- • **Supported Uses:**
  - A mix of housing types, including single-family detached, single-family attached and townhouses.
- Request is **compatible** with the surrounding area and not the Tall City Tomorrow Plan.

STAFF'S RECOMMENDATION

- No objections received.
- Staff recommends **APPROVAL** of this zone change from **LI, Light Industrial District** to **C, Commercial District.**

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 20

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Larry Gomez, Assistant Director of Code Enforcement

Subject: **AN ORDINANCE AMENDING TITLE VIII, "FOOD ESTABLISHMENTS, HEALTH AND GENERAL SANITATION", CHAPTER 6, "GARBAGE, TRASH AND RUBBISH", SECTION 18, "ACCUMULATION OF STAGNANT WATER, FILTH, WEEDS, BRUSH, AND DEBRIS ON LOTS", SUBSECTION (B), "AFFIRMATIVE DEFENSES", PARAGRAPH 1 OF THE MIDLAND CITY CODE SO AS TO LIMIT THE APPLICATION OF THE AFFIRMATIVE DEFENSE IN SAID PARAGRAPH TO WEEDS OR TALL GRASS LESS THAN 12 INCHES TALL AND BRUSH LESS THAN TWO FEET TALL; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION (DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Purpose:

This ordinance amends Midland City Code Section 8-6-18(B)(1) to reduce the maximum allowable height for weeds and tall grass from less than eighteen inches (18") to less than twelve inches (12"). The amendment aligns Midland's code with public health and safety standards observed in peer West Texas communities and major Texas cities.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no direct fiscal impact to the City.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

Midland's current ordinance permits weeds and tall grass to grow up to eighteen inches (18") in height and brush up to two feet (2'). The proposed amendment lowers the allowable height for weeds and tall grass to less than twelve inches (12"), while maintaining the current brush standard.

This change brings Midland in line with best practices across Texas. Most West Texas cities—including Odessa, Abilene, San Angelo, and El Paso—enforce a 12-inch maximum. Larger cities such as Dallas, Fort Worth, Austin, and San Antonio follow the same standard. Lubbock, Amarillo, and Houston go further, limiting vegetation to 8 or 9 inches.

Reducing Midland's maximum weed height to 12 inches brings the City in line with widely adopted norms across the state and addresses key concerns related to:

- Harborage of pests including snakes, rodents, and mosquitoes
- Accumulation of stagnant water
- Heightened fire risk during dry conditions
- Overall neighborhood appearance and property maintenance standards

This amendment will strengthen code enforcement efforts and promote cleaner, safer neighborhoods and corridors citywide.

Effective Date:
Thirty (30) days after the date of adoption.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE VIII, "FOOD ESTABLISHMENTS, HEALTH AND GENERAL SANITATION", CHAPTER 6, "GARBAGE, TRASH AND RUBBISH", SECTION 18, "ACCUMULATION OF STAGNANT WATER, FILTH, WEEDS, BRUSH, AND DEBRIS ON LOTS", SUBSECTION (B), "AFFIRMATIVE DEFENSES", PARAGRAPH 1 OF THE MIDLAND CITY CODE SO AS TO LIMIT THE APPLICATION OF THE AFFIRMATIVE DEFENSE IN SAID PARAGRAPH TO WEEDS OR TALL GRASS LESS THAN 12 INCHES TALL AND BRUSH LESS THAN TWO FEET TALL; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to amend Title VIII, "Food Establishments, Health and General Sanitation", Chapter 6, "Garbage, Trash and Rubbish", Section 18, "Accumulation of Stagnant Water, Filth, Weeds, Brush, and Debris on Lots", Subsection (B), "Affirmative Defenses", Paragraph 1 of the Midland City Code, so as to limit the application of the affirmative defense in said Paragraph to weeds or tall grass less than 12 inches tall and brush less than two feet tall;

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

SECTION ONE. That Title VIII, "Food Establishments, Health and General Sanitation", Chapter 6, "Garbage, Trash and Rubbish", Section 18, "Accumulation of Stagnant Water, Filth, Weeds, Brush, and Debris on Lots", Subsection (B), "Affirmative Defenses", Paragraph 1 of the Midland City Code is hereby amended to read in its entirety as follows:

1. The weeds or tall grass are less than 12 inches tall, and the brush is less than two feet tall.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that

covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00).

SECTION FIVE. This ordinance shall become effective on the 30th day after its final approval and adoption.

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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Deputy City Manager

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

City Council Meeting

Item Number:

Meeting Date: **June 10, 2025**

To: **City Council / City Manager**

From: **Lori Elliott, Planner**

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO O-2, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Wallace Design Collective, on behalf of EOG Resources, is requesting a Zone Change from PD, Planned Development District for a Shopping Center, to O-2, Office District for a parking lot to support corporate office expansion at 208 Tradewinds Boulevard.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

PD, Planned Development District for a Shopping Center

Surrounding Zoning and Land Use:

The property is situated in an area with a mix of zoning designations and uses. To the east, the property is zoned as PD, Planned Development District, and is a church facility. The property to the north is zoned O-2, Office District, and is the EOG Resources office building. The properties to the west are zoned AE, Agricultural Estate, and is used for a City of Midland Fire Station; O-1, Office District, which has medical and other offices; and MF-22, Multiple-Family Dwelling District, which is currently a vacant lot. The property to the south is zoned PD, Planned Development District, and is currently a vacant lot.

Analysis:

The subject property is located at 208 Tradewinds Boulevard. It is currently zoned PD, Planned Development District. The property is currently a vacant lot. The applicant has requested a zone change to O-2, Office District, to allow for the lot to be utilized as a parking lot to support corporate office expansion. The property meets the minimum lot dimension requirements of the O-2, Office District.

This request is compatible with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designates this area as Urban- High (U-H). Potential zoning for this designation calls for a mix of complementary uses, which includes large offices and other regional attractors. Parking garages or public parking lots may be found in these areas, as well.

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 & Gas issues for Zoning

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.]

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 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 new code editions adopted 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: (Approved)

Staff recommends approval of this Zone Change from PD, Planned Development District, to O-2, Office District.

Letters of Objection:

As of May 30, 2025, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan (Exhibit A)
Maps
Aerial
Photo

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO O-2, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

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 6, Westridge Park Addition, Section 6, City and County of Midland, Texas (the "Property"), to O-2, Office District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to O-2, 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
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:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0429

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Kyle Walker		Phone ( ) Email kidist_atnafu@eogresources.com	
Address 5509 Champions Drive	City Midland	State TX	Zip 79706

Property Owner Printed Name: EOG Resources		Phone ( ) Email	
Address 5509 Champions Drive	City Midland	State TX	Zip 79706

Representative *(if different from Applicant or Property Owner)* Firm: Wallace Design Collective Printed Name: Alan Taylor		Phone (918)806.7414 Email alan.taylor@wallace.design	
Address	City	State	Zip

Street Address: 208 Tradewinds Blvd

Legal Description
Lot: 10 Block: 6 Subdivision: Westridge Park 6th

Current Zoning: PD 8227	**Proposed Zone:** O-2 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Previous PD zoning was put in place to support a planned retail center. The plan for the retail center has since been abandoned. The property is now owned by EOG Resources and is being utilized as parking to support corporate office expansion.

Present Use of Property: Vacant land

Proposed Use of Property: Parking lot

How would this zone change affect the public health, safety and welfare? It will not.

Describe how conditions affecting the property have changed since present zoning designation: Planned use for the area has changed. Ownership of land has changed.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 3-7-25
Applicant (printed): Kyle Walker	
Property Owner (signature):	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 Kyle A. Walker who, being by me duly sworn, upon oath says: That (s)he is the owner of N/A or authorized by EOG Resources, Inc, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of March, 2025, to certify which witness my hand and seal of office.

SARAH TISDALE SEMER
Notary ID #128936570
My Commission Expires
March 29, 2028

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

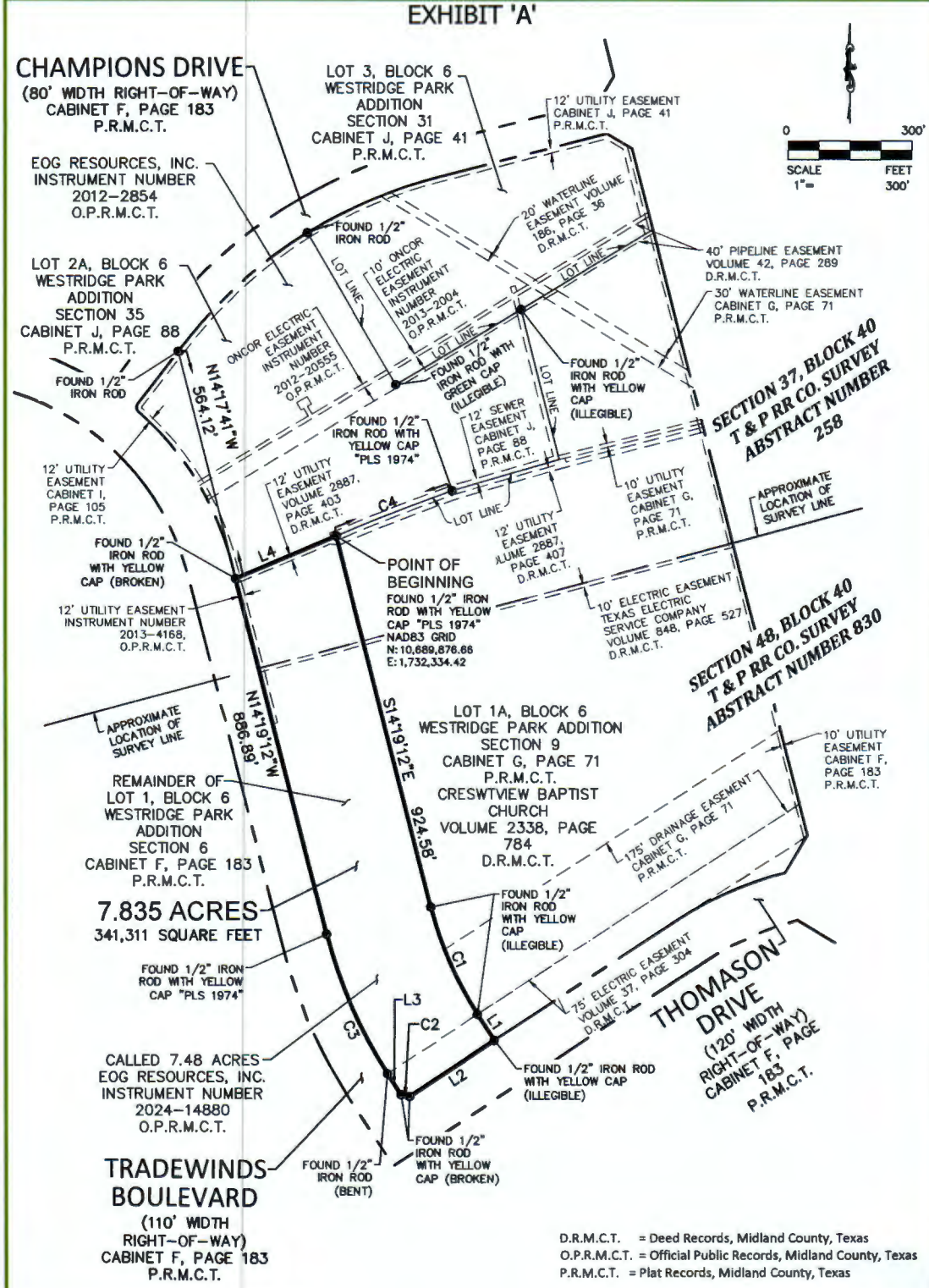
☐ Property Owner Authorization
☐ Application Fee
Check # Invoice
☐ Dimensioned Site Plan
☐ Plans in Digital Format (PDF/JPEG)

Received By: RECEIVED MAY 7 2025 Date:

Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

EXHIBIT 'A'



D.R.M.C.T. = Deed Records, Midland County, Texas
O.P.R.M.C.T. = Official Public Records, Midland County, Texas
P.R.M.C.T. = Plat Records, Midland County, Texas

A metes and bounds description of even date accompanies this plat.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9998995 was used for this project.

MARCH 24, 2025

SURVEYOR'S CERTIFICATE:
I hereby certify that this map is based on an accurate survey of the property made on the ground under my supervision.

STATE OF TEXAS REGISTERED HAL MOLLENKOPF 5439 PROFESSIONAL LAND SURVEYOR

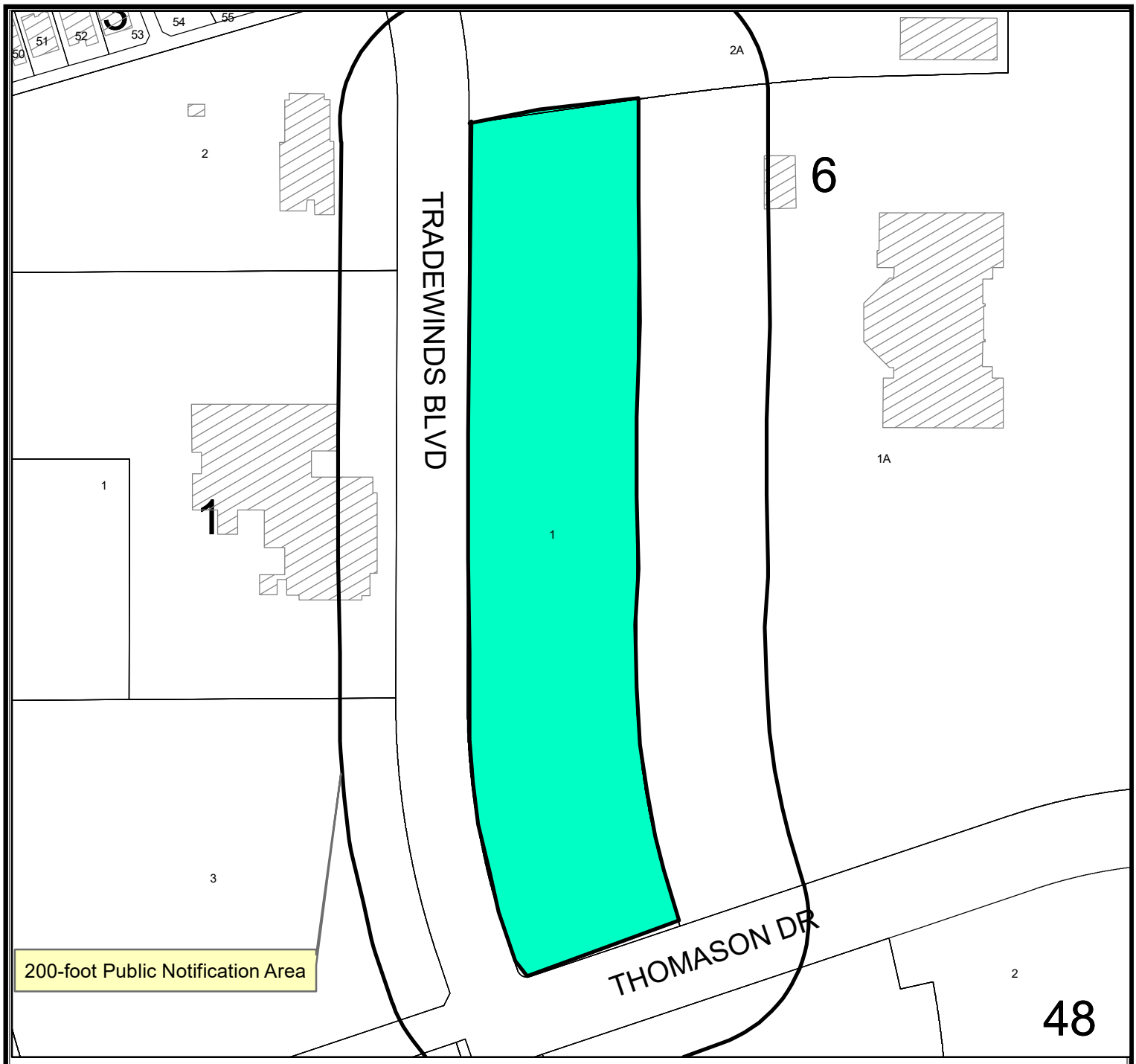
DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TBPELS REGISTERED SURVEYING FIRM NO. 10098100

03/24/25
Date

Hal Mollenkopf
Registered Professional Land Surveyor
State of Texas, No. 5439

B013630.001 PAGE 3 OF 4

PLOTTED BY: Joseph Noell ON: Monday, March 24, 2025 AT: 3:20 PM FILEPATH: P:\013600\013630\001\Survey\Drawings\B013630.001 EOG Resources - Zoning Surf TexCen.dwg



Location Map

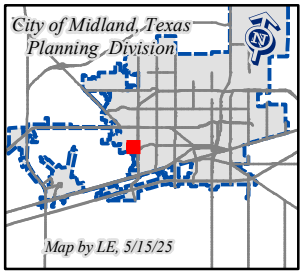
Z-25-0429 **Scale: 1" = 2,644'**

Consider a request by Wallace Design Collective, on behalf of EOG Resources, for a Zone Change from PD, Planned Development District for a Shopping Center, to O-2, Office District, on Lot 1, Block 6, Westridge Park Addition, Section 6, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of Thomason Drive and Tradewinds Boulevard. (Council District 4)

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



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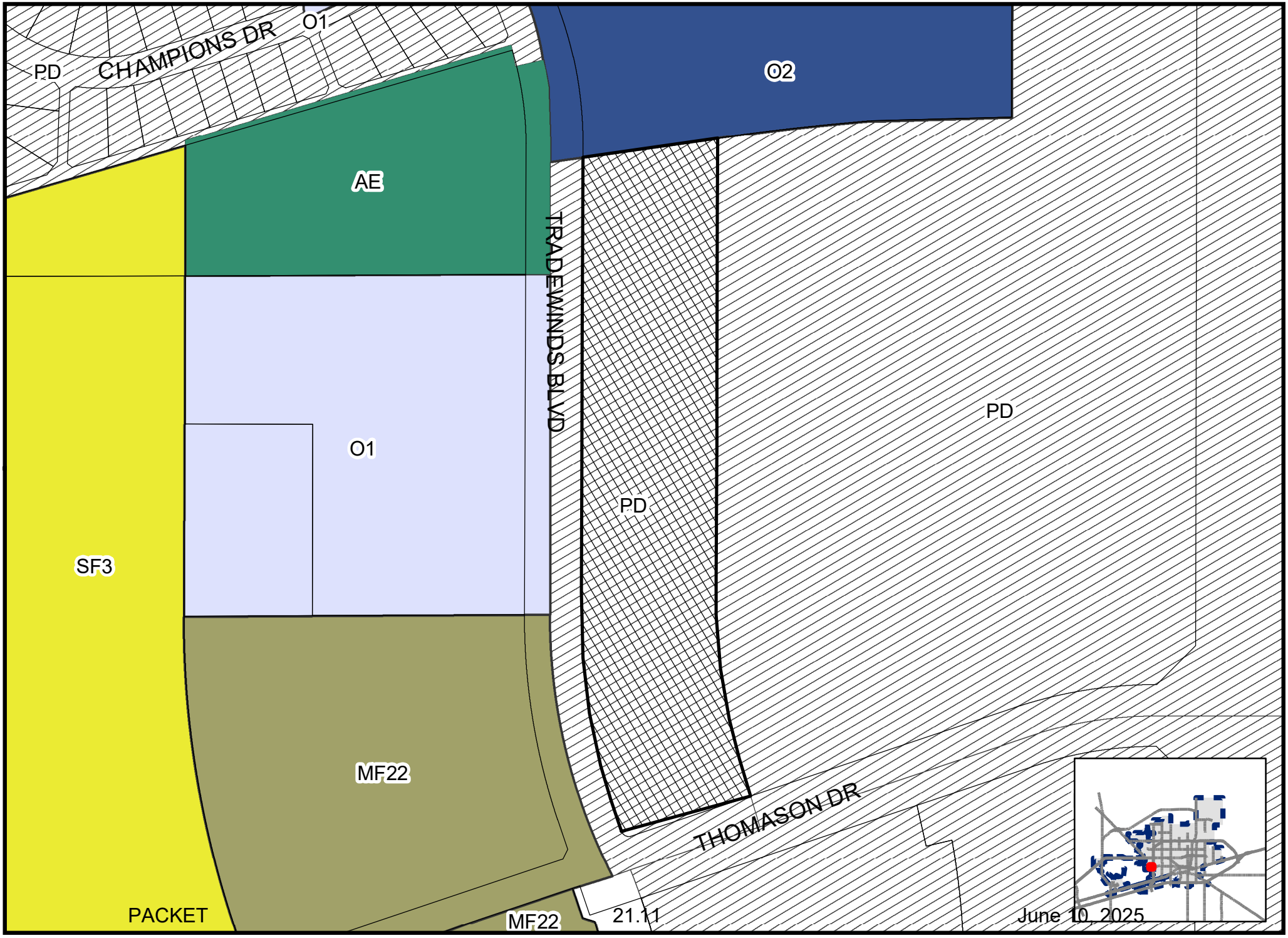
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 05/15/2025

Z-25-0429

Scale: 1" = 2,797'

ZONING MAP

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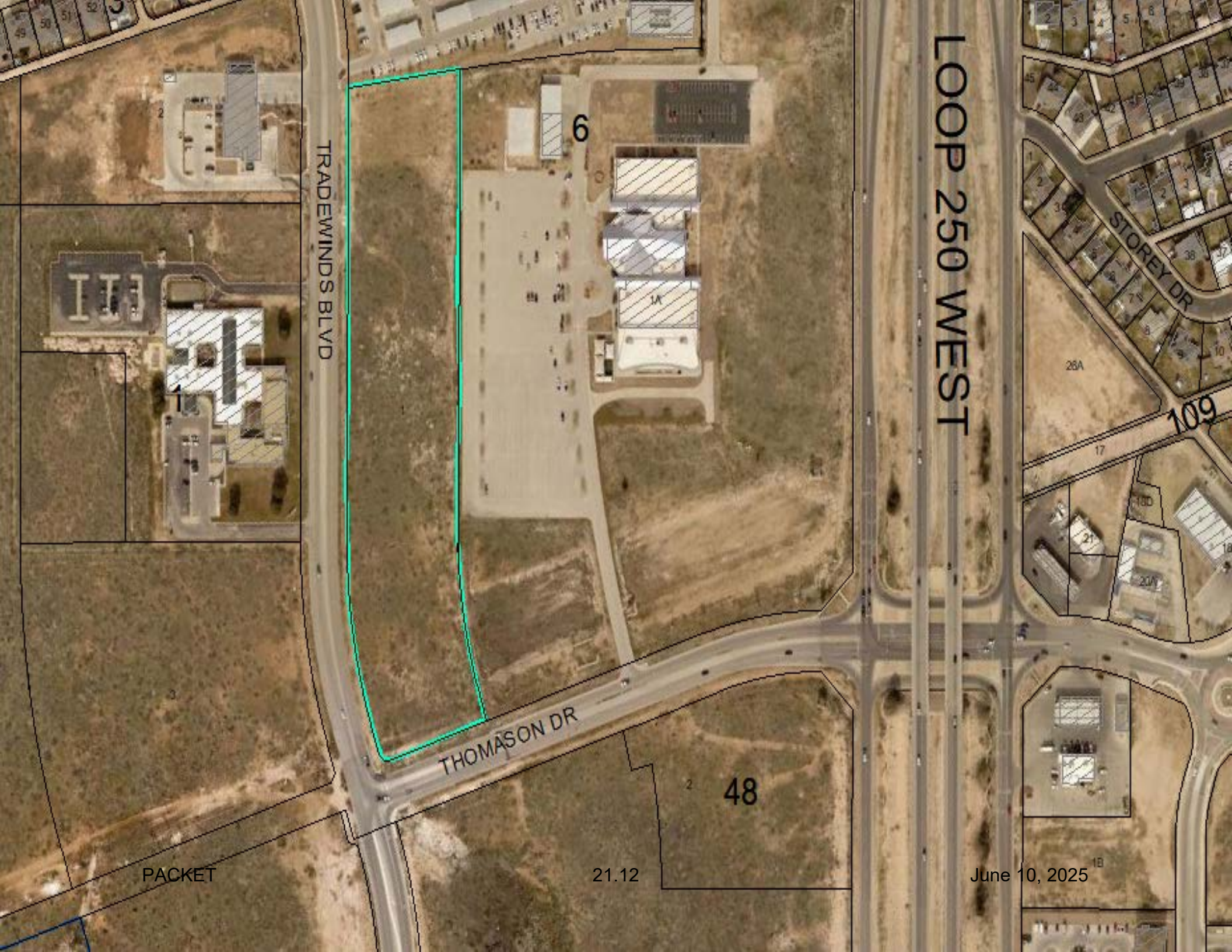

TRADEWINDS BLVD
THOMASON DR
LOOP 250 WEST
STOREY DR
109
6
1
1A
48
26A
17
18D
21
20A
1B

MIDLAND

Be the Energy!

ZONE CHANGE

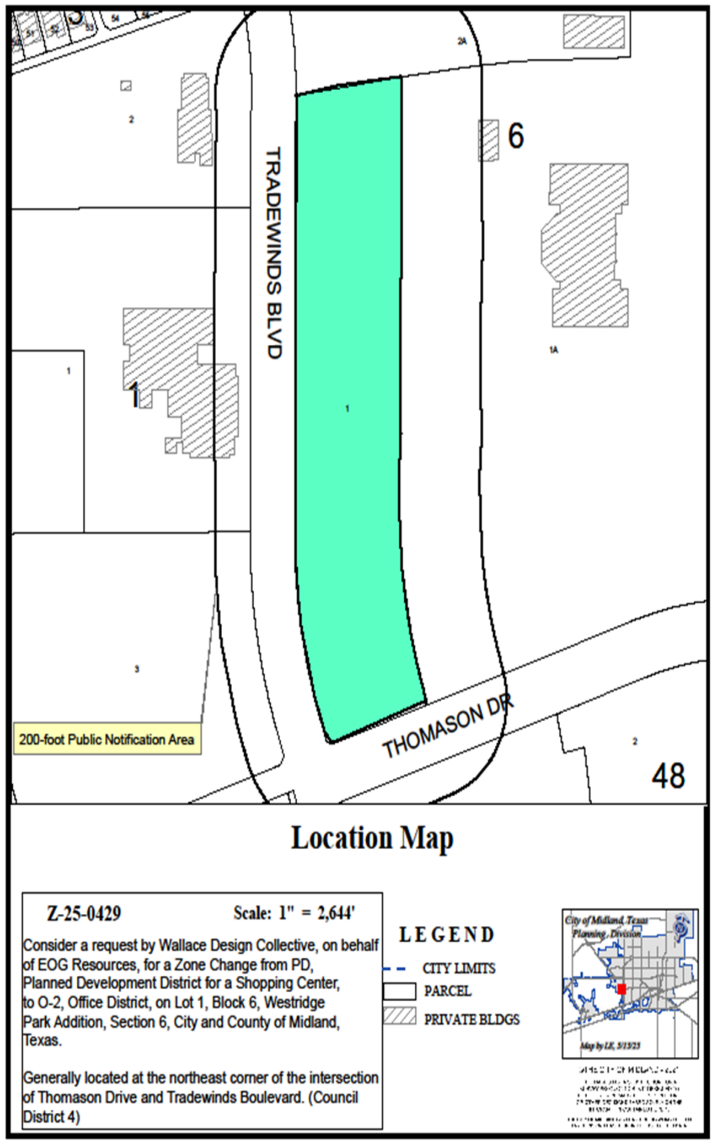
208 TRADEWINDS BOULEVARD

Visit Our Website

MIDLANDTEXAS.GOV

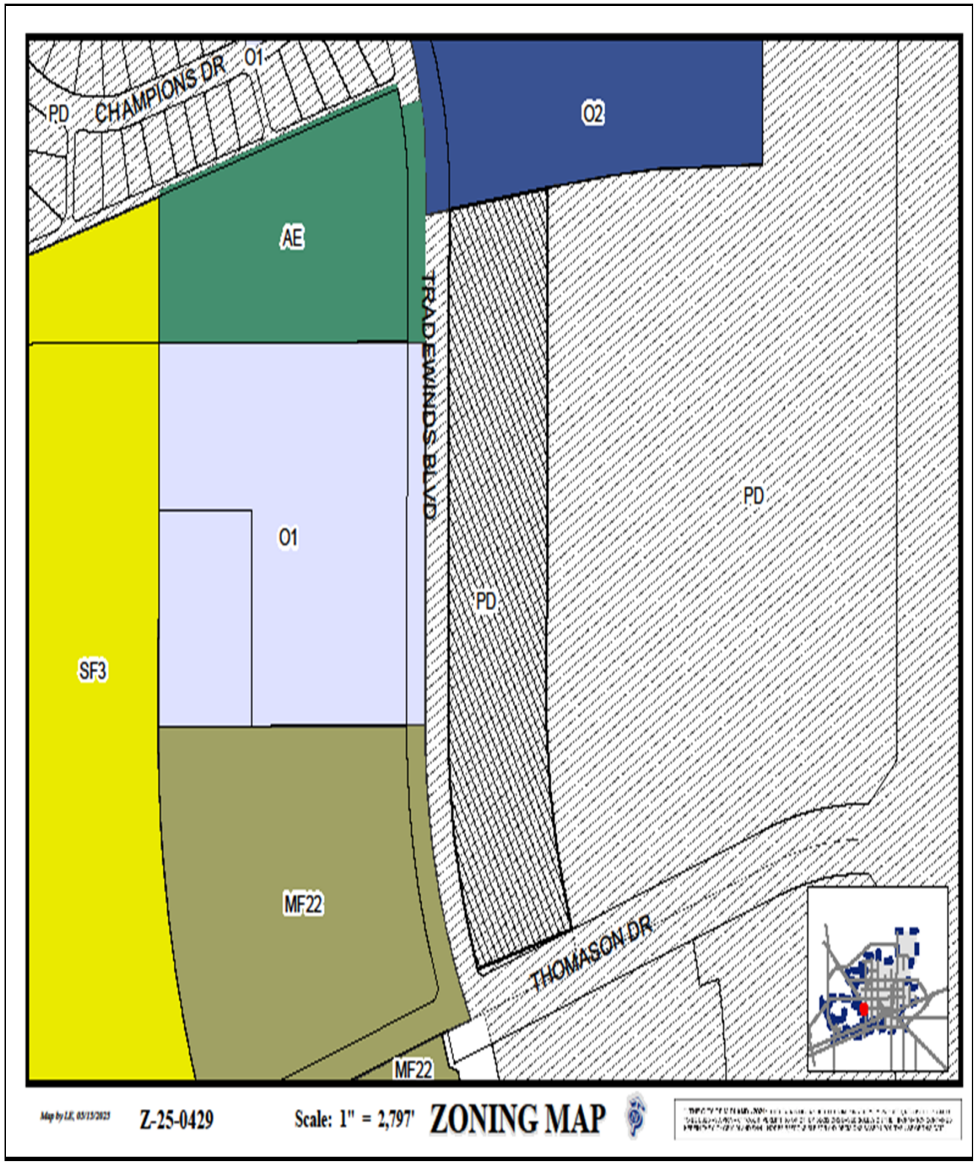
APPLICATION SUMMARY

- **Applicant:** Kyle Walker
- **Property Owner:** EOG Resources
- **Representative:** Wallace Design Collective
- **Location:** 208 Tradewinds Boulevard
- **Reason for Request:** To build a parking lot to support corporate office expansion



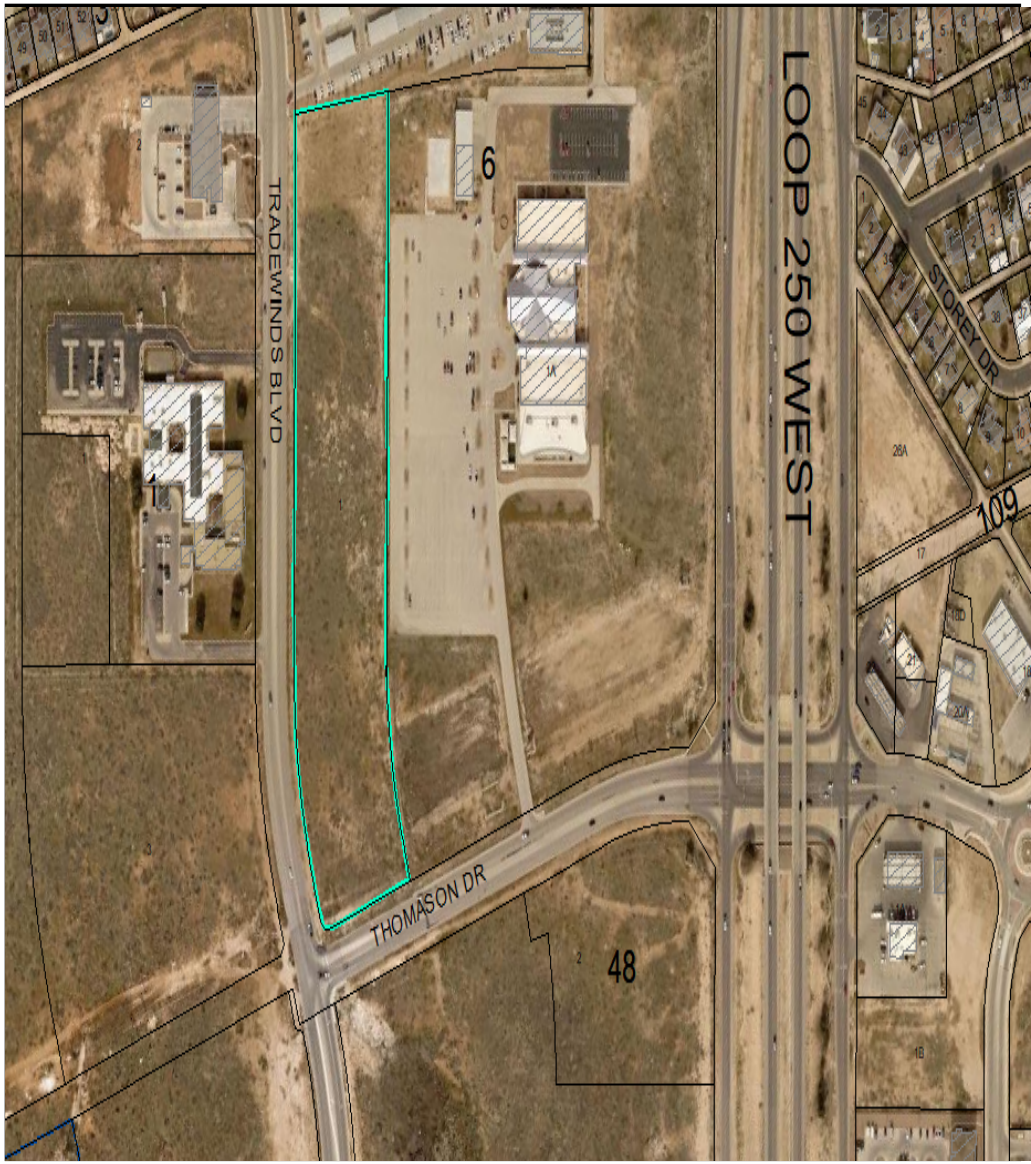
ZONING

- **Current Zoning:** PD, Planned Development District for a Shopping Center
- **Surrounding Zoning:**
  - **North:** O-2, Office District
  - **South/East:** PD, Planned Development District
  - **West:** AE, Agricultural Estate District; O-1, Office District; and MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** O-2, Office District



LAND USE

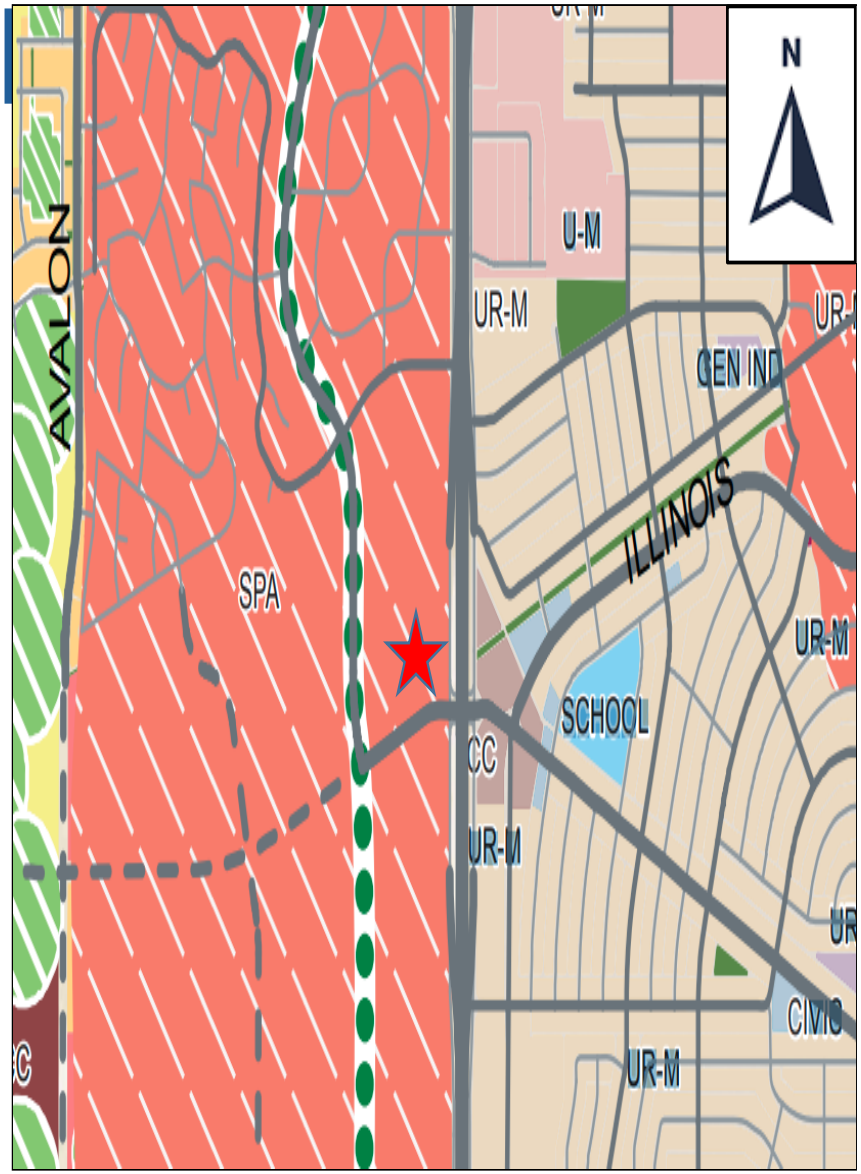
- **Current Use:** Vacant Lot
- **Surrounding Uses:**
  - **North:** EOG Resources office building
  - **South:** Vacant Lot
  - **East:** Church facility
  - **West:** City of Midland Fire Station, medical offices, and a vacant lot
- **Proposed Use:** Parking Lot



On Tradewinds Boulevard, Looking East

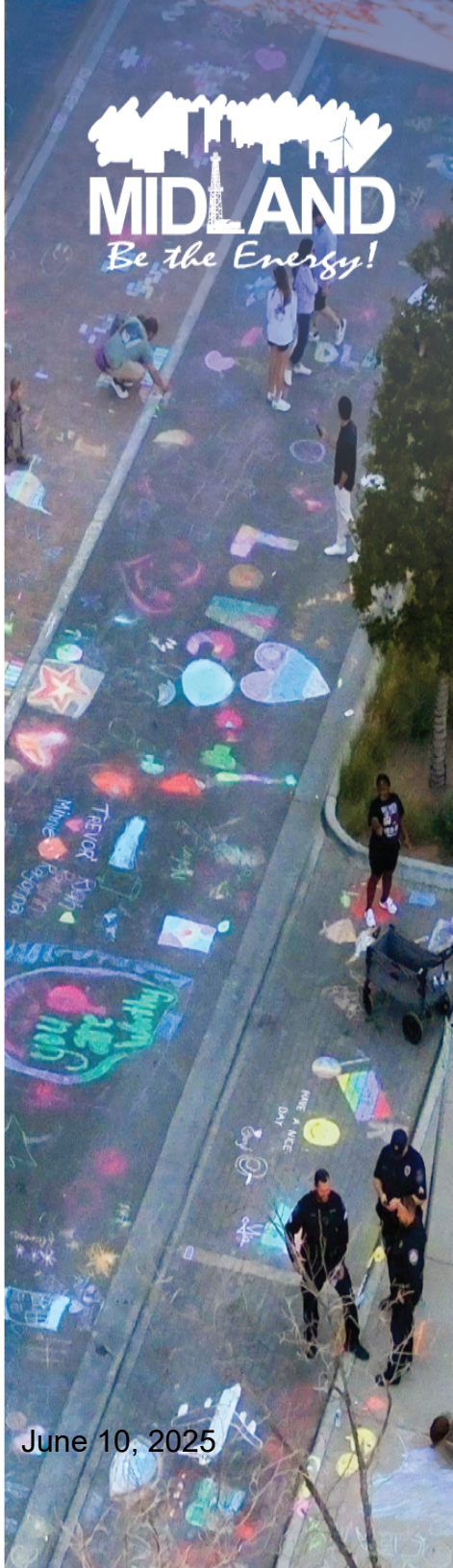
COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area
- **Supported Uses:**
- This is a special study area and there are no policies established for this location.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on June 2, 2025.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 21

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Lori Elliott, Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 16, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH BIG SPRING STREET), BY PERMITTING A REDUCED FRONT YARD SETBACK; 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Puretex Construction, on behalf of Jerry Morales, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.05 – Nonresidential Zoning District Dimensional Regulations Chart, to permit a reduced front yard setback on the east side of the property to allow for the addition of an outdoor patio at a property located at 2407 North Big Spring Street.

Recommended City Council Action:

Approval

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The subject property is zoned RR, Regional Retal District. Per Section 5.05 – Nonresidential Zoning District Dimensional Regulations Chart, the minimum front yard setback requirement is fifteen (15') feet for the RR, Regional Retail District. The applicant would like to reduce the front yard setback to zero feet (0') to allow for the addition of an outdoor patio.

The applicant, is requesting this special exception in order to build an outdoor patio seating area for a restaurant located at 2407 North Big Spring Street. However, with the front yard setback for RR, Regional Retail District being 15 feet, it is not currently possible to do so. With a reduced front yard setback of 0 feet, the applicant would be allowed to make the outdoor patio addition.

This request has been circulated to all pertinent City departments for review. Below are the departments' 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.]

Code Compliance: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 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 new code editions adopted 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.]

Oil & Gas: (Approved)

No Oil & Gas issues for Zoning.

Planning (Approved):

The 15-foot minimum front yard setback for RR, Regional Retail District does not allow for the applicants request to make an addition for an outdoor patio at their restaurant. Granting this special exception would reduce the front yard set back to 0 feet and therefore allow for the applicant to make the outdoor patio addition while also being in compliance.

Staff recommends approval of this request, subject to the following special conditions:

Conditions:

A. **That the minimum front yard setback shall be zero feet (0').**

B. **That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.**

Letters of Objection:

Staff has not received any letters of objection as of June 6, 2025.

Attachments:

Exhibit A
Application
Maps
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 16, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH BIG SPRING STREET), BY PERMITTING A REDUCED FRONT YARD SETBACK; 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 1, Block 16, Kelview Heights Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced front yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum front yard setback shall be zero feet (0').

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

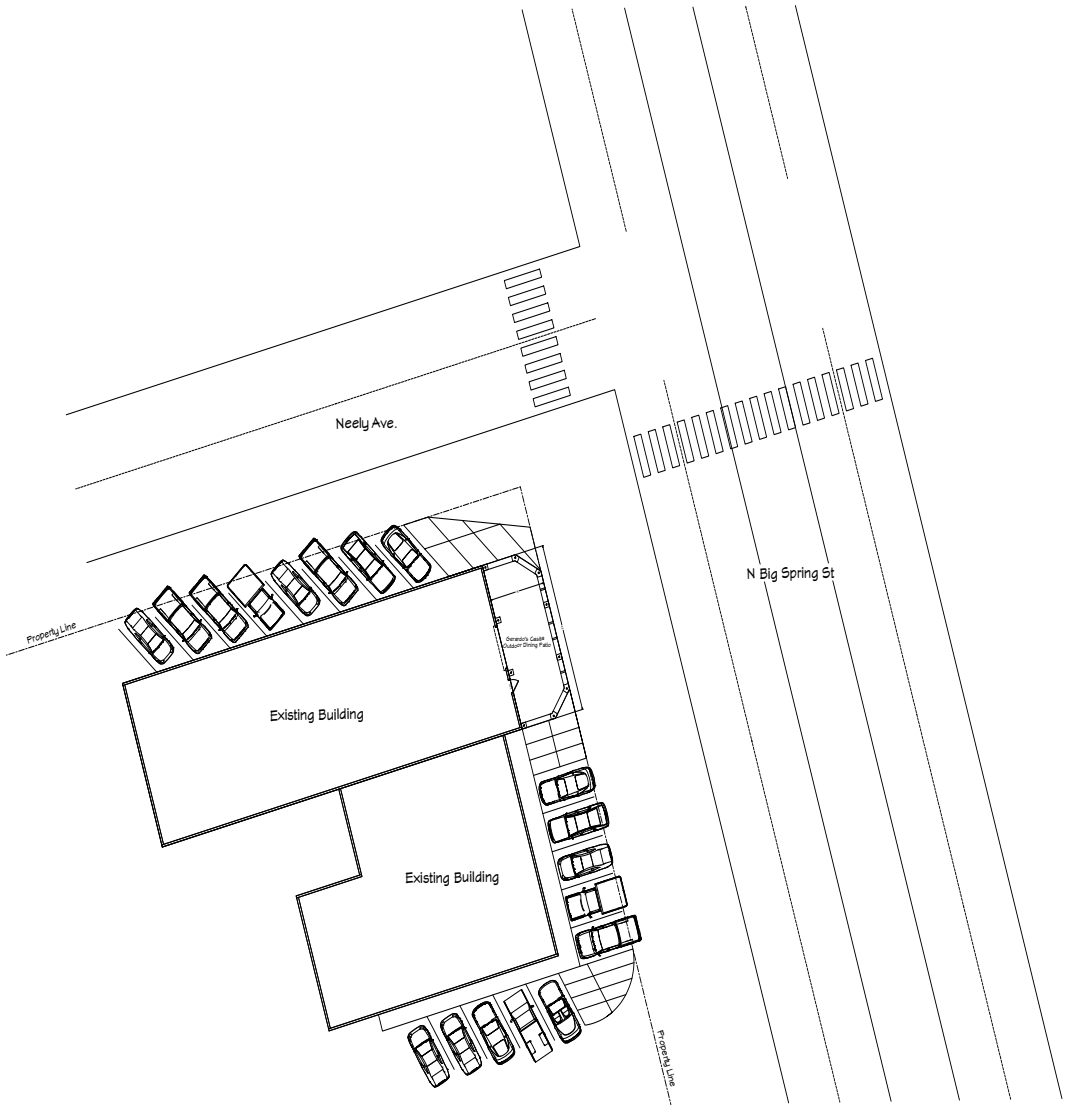
APPROVED AS TO CONTENT
AND COMPLETENESS:

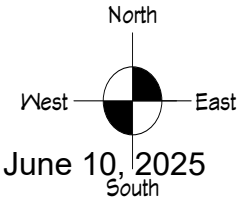
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A





June 10, 2025

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

Site Plan

Gerardo's Casita Patio
PureTex Construction LLC

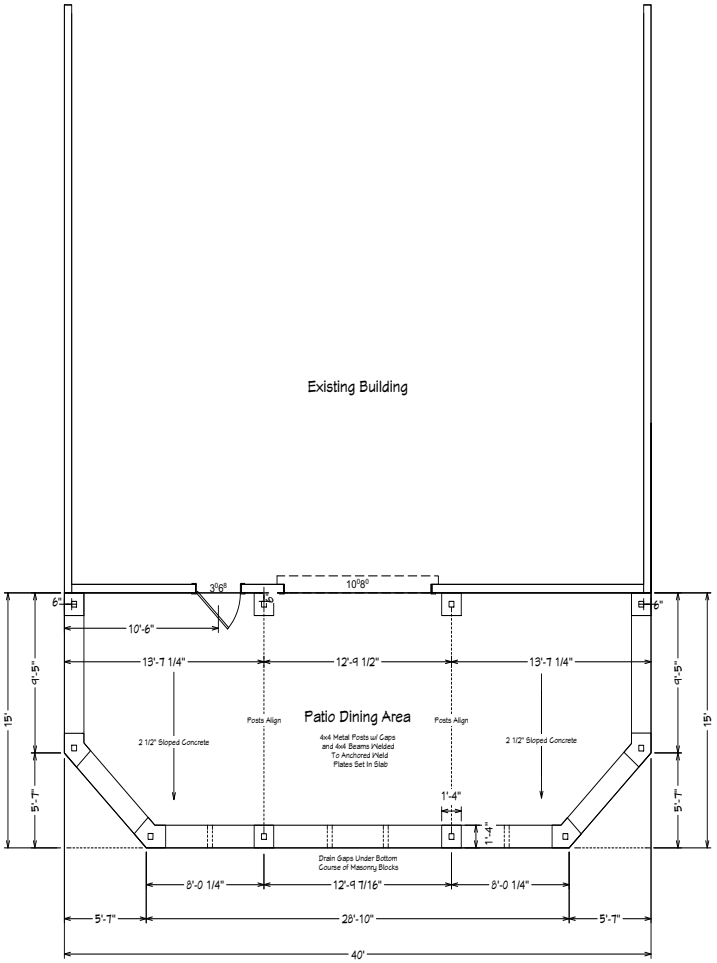
DRAWINGS PROVIDED BY:
Hull Investments LLC

DATE:
5/5/2025

SCALE:
1/16" = 1'

SHEET:
P-1

EXHIBIT A (cont'd)



NUMBER	DATE	REVISED BY	DESCRIPTION

REVISION TABLE

Gerardo's Casita
Puretex Construction

DRAWINGS PROVIDED BY:
Hull Investments LLC

DATE:
4/7/2025

SCALE:
1/4" = 1'

SHEET:
P-1

MIDLAND
Planning Division

Special Exception Application

Project Number:
Case Number: E-25-0138

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: ISAAC REYE - PURETEX CONSTRUCTION		Phone (432) 813-7307 Email isaac@puretexconstruction.com	
Address 1308 MANOR ST.	City MIDLAND	State TX	Zip 79703

Property Owner Printed Name: Morales Felipe M Family LP		Phone (432) 889 1706 Email MoralesJerry007@gmail.com	
Address 2403 N. Big Spring St	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 2407 N. BIG SPRING ST. MIDLAND, TX. 79705

Legal Description
Lot: Block: Subdivision:

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: WE ARE WANTING TO ADD AN OUTSIDE PATIO DINING AREA - DUE TO THE PROPERTY LINES WE NEED BUILD RIGHT ON THE EASTERN PROPERTY LINE TOWARDS BIG SPRING ST.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland' ($500.00)
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Isaac B. Reyes	Date: 4/2/2025
Applicant (printed): ISAAC REYES	
Property Owner (signature): Jerry F Morales	Date: 4-1-2025
Property Owner (printed): JERRY F MORALES	

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 Isaac Reyes who, being by me duly sworn, upon oath says: That (s)he is authorized by Jerry Morales, 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.

Jerry F Morales
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 3 day of April, 2025, to certify which witness my hand and seal of office.

KIM JAMES
Notary ID #124453992
My Commission Expires
February 6, 2027

Kim James
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☐ Property Owner Authorization
- ☐ Application Fee
- ☐ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

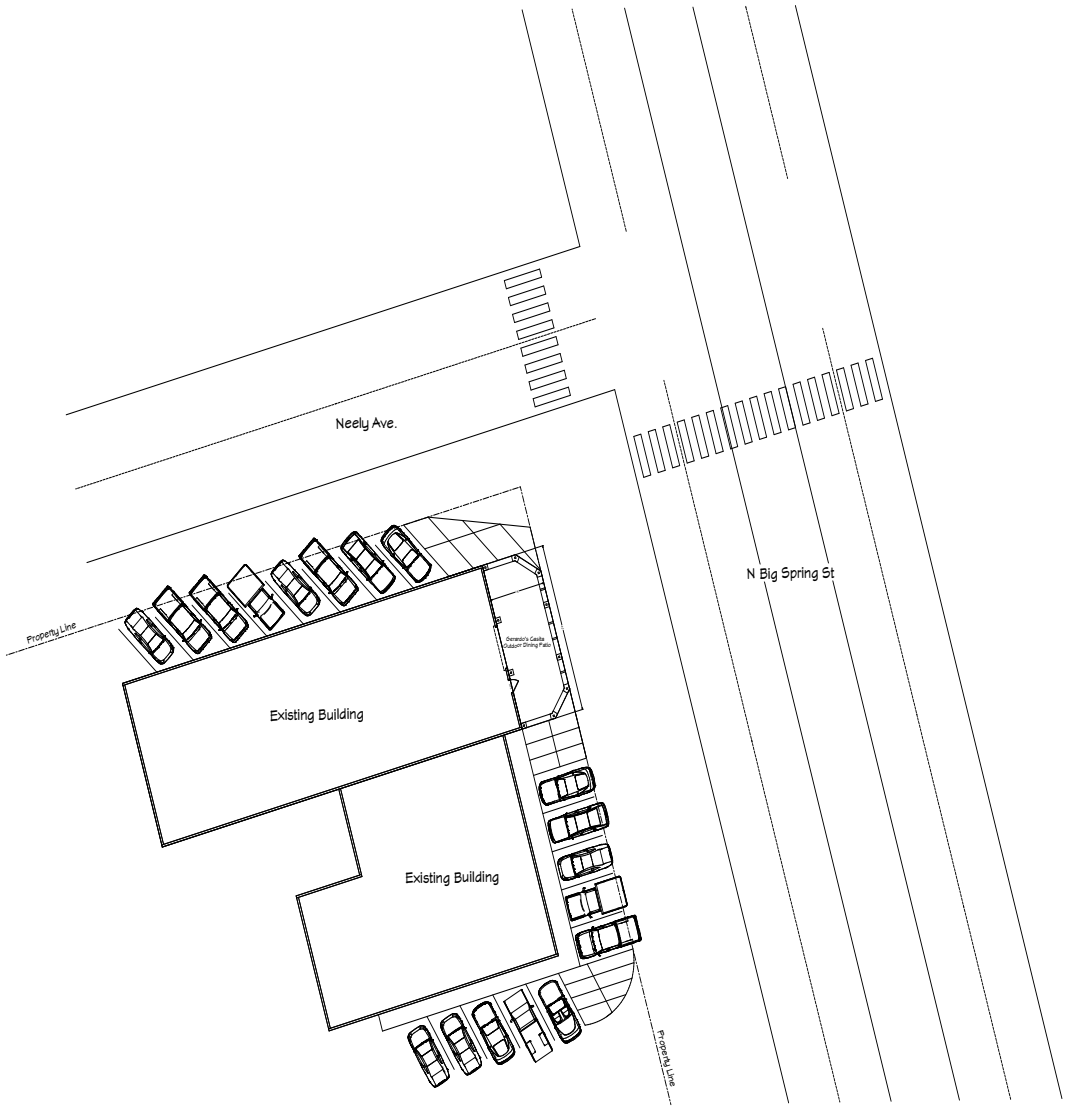
Check #_____

Received By: Date: RECEIVED

MAY 7 2025

Initial:_____

****Application will not be considered for scheduling until reviewed by a planner.****



North
West
East
South

PACKET

22.11

June 10, 2025

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

Site Plan

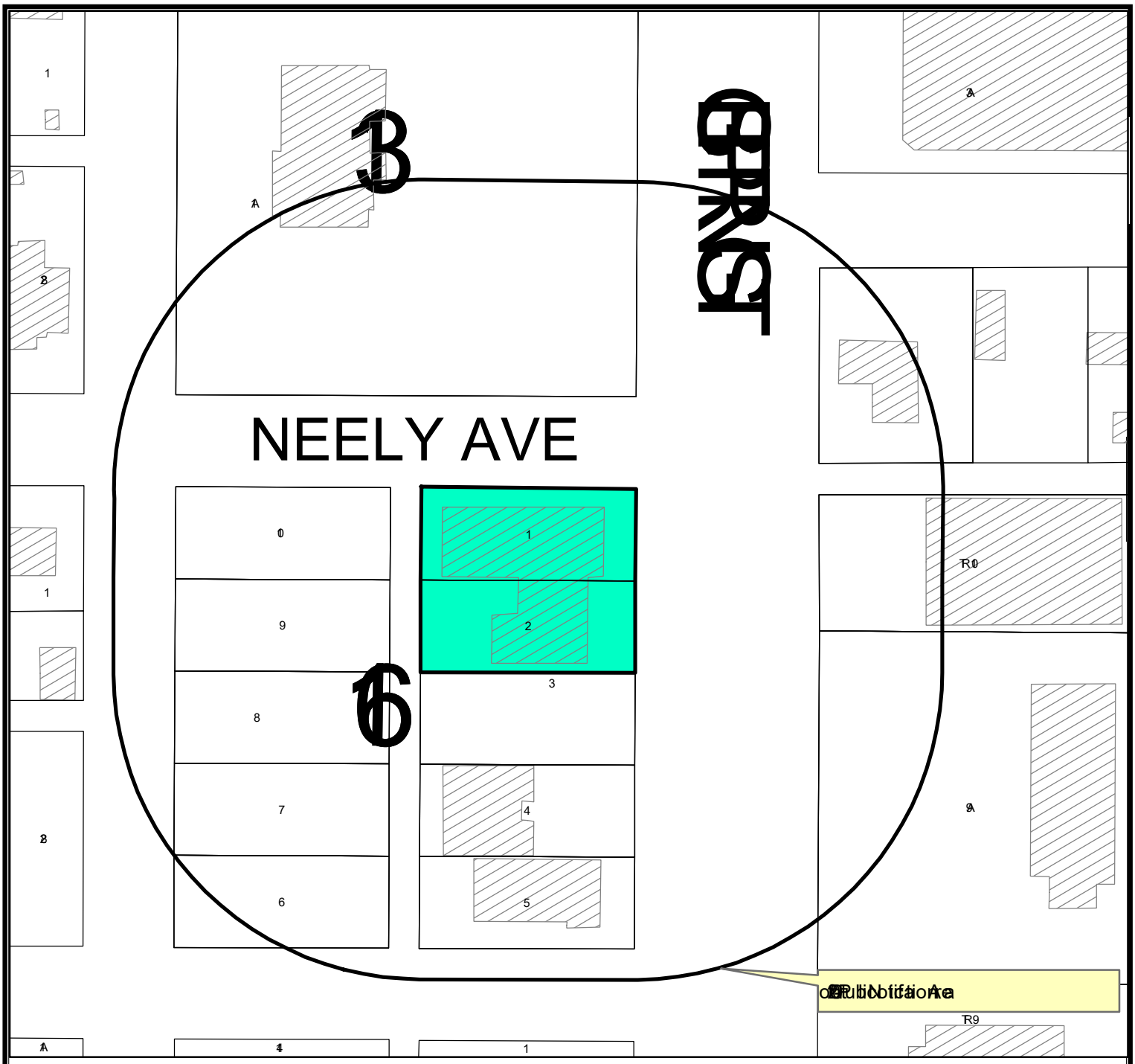
Gerardo's Casita Patio
PureTex Construction LLC

DRAWINGS PROVIDED BY:
Hull Investments LLC

DATE:
5/5/2025

SCALE:
1/16" = 1'

SHEET:
P-1



Location Map

E-25-0138 **Scale: 1" = 1,117'**

Consider request by [illegible] construction [illegible] of [illegible] Exception to the City of Midland Zoning Ordinance [illegible] Residential District Dimensional Regulations [illegible] to allow reduced minimum [illegible] setbacks [illegible] Heights Addition, City of Midland, Texas.

Generally located southwest corner of the intersection of [illegible] and [illegible] Street.

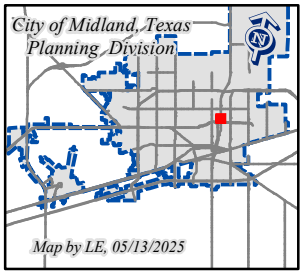
Council District 3

22.12

June 10, 2025

LEGEND

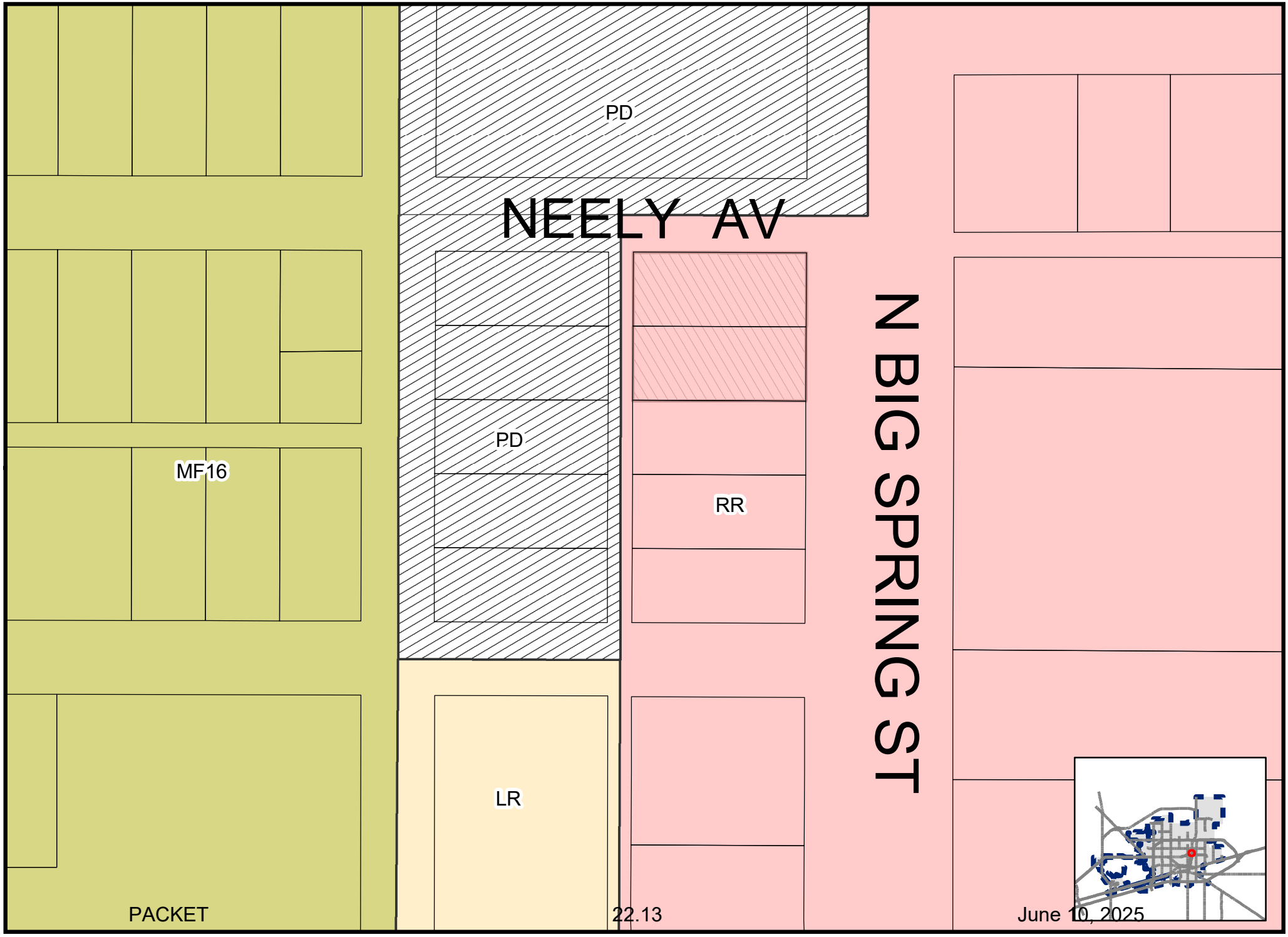
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 05/13/2025

E-25-0138

Scale: 1" = 1,165'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

NEELY AVE
N BIG SPRING ST
16
10
9
7
1
2
3
4
5

Gerard's

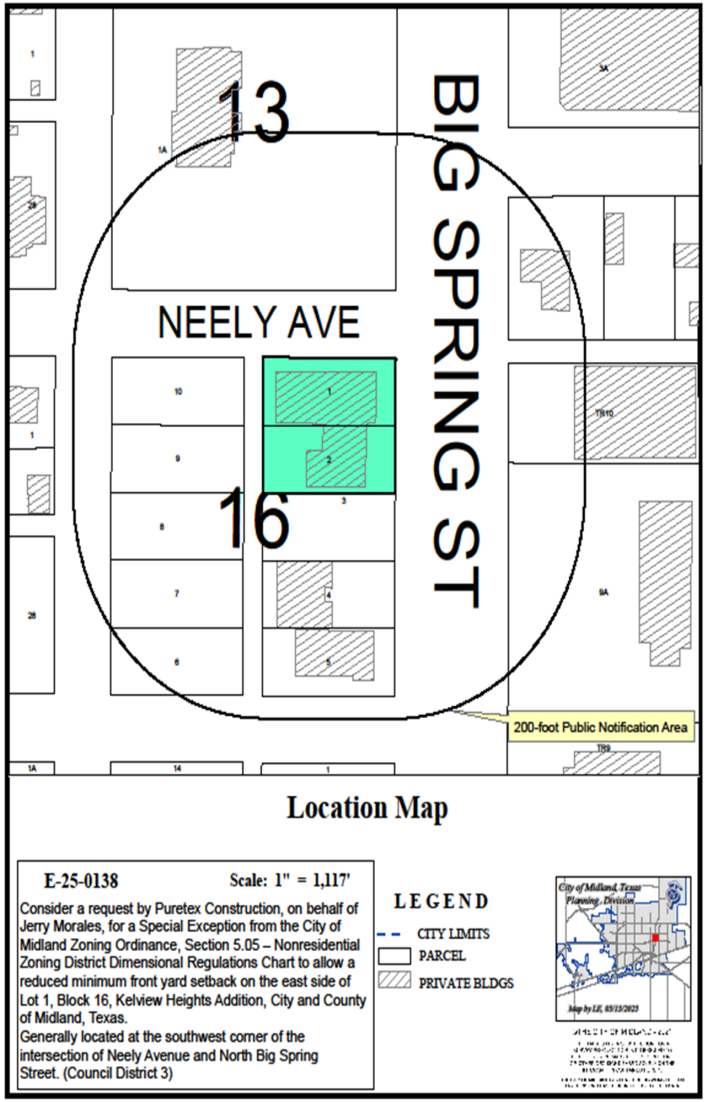
MIDLAND
Be the Energy!

SPECIAL EXCEPTION
GERARDO'S CASITA

Visit Our Website
MIDLANDTEXAS.GOV

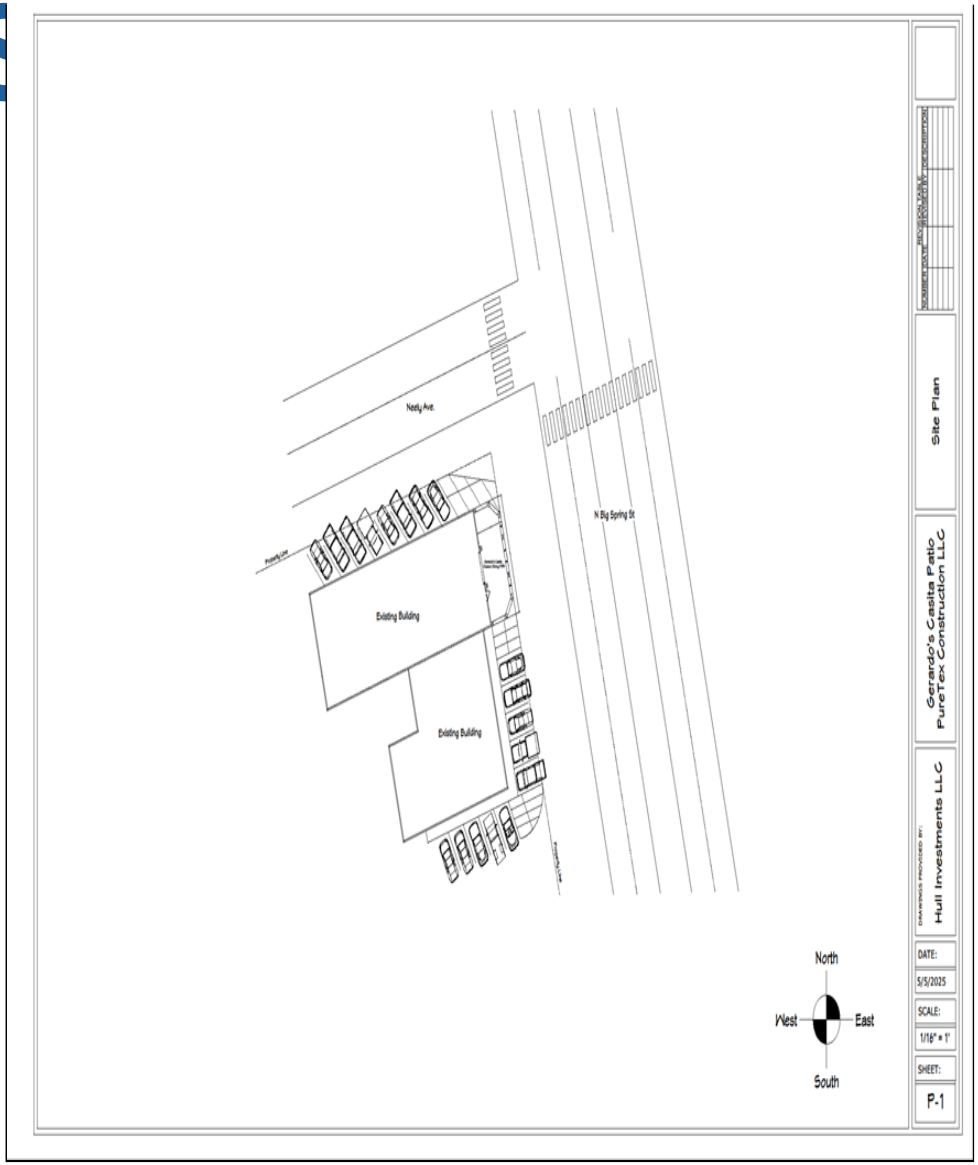
APPLICATION SUMMARY

- **Applicant:** Isaac Reyes, Puretex Construction
- **Property Owner:** Felipe M. Morales Family LP (Jerry Morales)
- **Representative:** Isaac Reyes, Puretex Construction
- **Location:** 2407 North Big Spring Street
- **Reason for Request:** to reduce minimum front yard setback required to allow for the addition of an outdoor patio



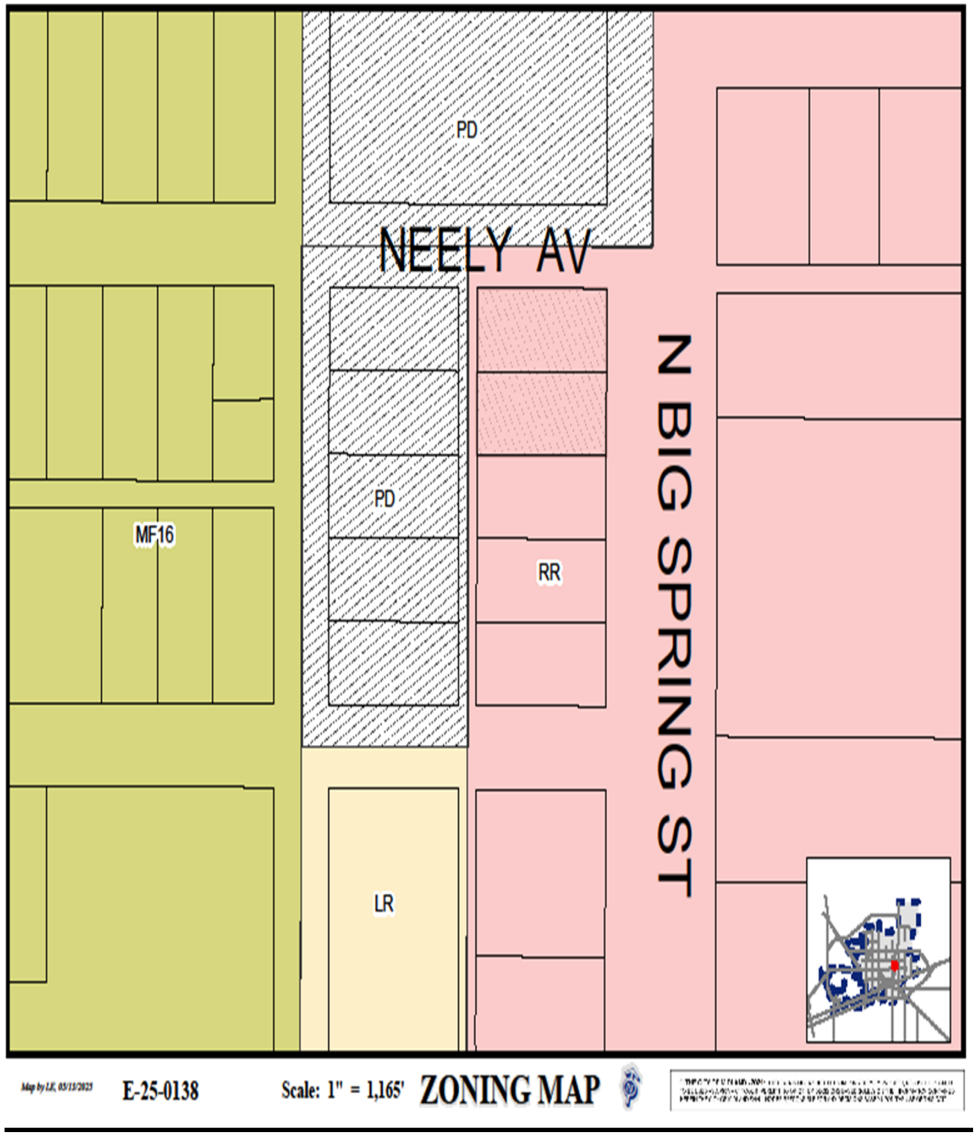
DETAILS OF REQUES

- **Code Requirement:** Section 5.05- Nonresidential Zoning Dimensional Regulations Chart: minimum front yard setback requirement is fifteen (15’) feet for RR, Regional Retail District
- **Variance Requested:** Applicant requests minimum front yard setback of zero (0’) feet



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/West:** PD, Planned Development District
  - **South:** RR, Regional Retail District, and LR, Local Retail District
  - **East:** RR, Regional Retail District



LAND USE

- **Current Use:** Restaurant
- **Surrounding Uses:**
  - **North:** Restaurant
  - **South:** Office buildings
  - **East:** Gas station
  - **West:** Vacant lots
- **Proposed Use:** Restaurant

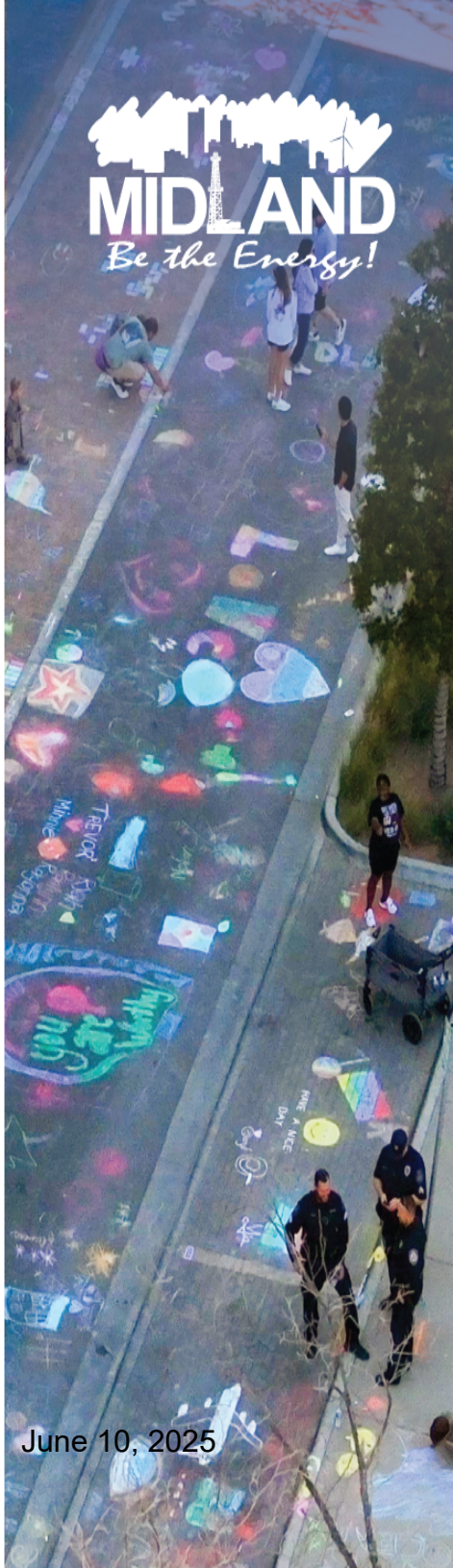
On Big Spring Street, Looking West

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the minimum front yard setback shall be zero feet (0').

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 23

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 1, TEXLAND ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TEXLAND CIRCLE, APPROXIMATELY 295 FEET WEST OF NORTH GARFIELD STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Miles Hartman, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 Accessory Building and Uses, to allow for an increase in the amount of accessory buildings for a property located at 2503 Texland Circle.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property, located at 2503 Texland Circle, is currently the site of a single-family residence. The applicant is requesting a special exception to exceed the maximum allowed

number of accessory buildings on the property. The proposed development includes the construction of a 28-foot by 28-foot patio, intended to provide shade and enhance the privacy for the applicant from the residence being constructed to the east of the subject property.

Per our City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses *Table 5: Residential Accessory Building Requirements,* the maximum allowed number of accessory buildings for lots 22,000 square feet and up to 5-acres is three. This property is allowed to have three accessory structures, which it currently has. The new accessory structure will exceed the allowable amount. Therefore, this special exception is required for the approval of the building permit.

Multiple lots within the same subdivision exceed the allowed number of accessory buildings. This subdivision consists of larger lots that provide more flexibility and space for accessory uses, while also remaining compliant by not having the total square footage of the combined accessory uses exceed 10% of the property.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 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 new code editions adopted in the City of Midland and date of permit application.

Oil & Gas Review (Approved)

No Oil & Gas issues.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objections.

Planning (Approved):

Staff recommends approval of this request, as it will not adversely impact the safety, comfort, or well-being of the area's occupants, who currently benefit from the same allowances

regarding the number of secondary structures.

Staff recommends approval of this request subject to conditions A and B.

Conditions:

A. **That the maximum number of accessory buildings on the Property shall be limited to four; provided, however, that the maximum building area coverage shall not exceed 10 percent of the Property.**

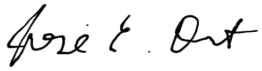
B. **That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.**

Letters of Objection:

Staff has not received any letters of objection as of May 30, 2025.

Attachments:

Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 1, TEXLAND ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TEXLAND CIRCLE, APPROXIMATELY 295 FEET WEST OF NORTH GARFIELD STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED 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 10, Block 1, Texland Estates, City and County of Midland, Texas (the

"Property"). Said special exception shall allow an increased maximum number of accessory buildings.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the maximum number of accessory buildings on the Property shall be limited to four; provided, however, that the maximum building area coverage shall not exceed 10 percent of the Property.

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

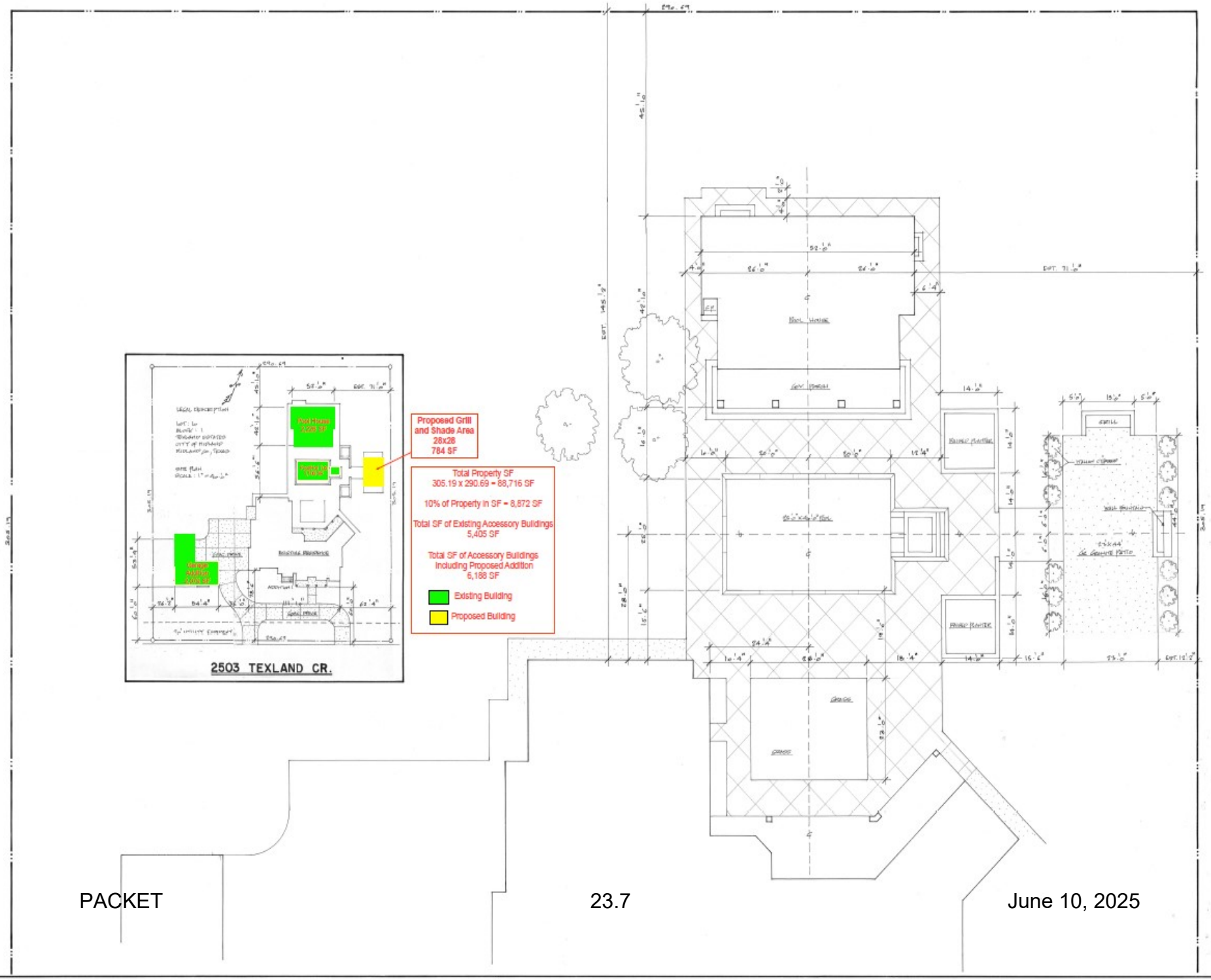
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A


2503 TEXLAND CR.
Proposed Grill and Shade Area 28x28 784 SF
Total Property SF 305.19 x 290.69 = 88,716 SF
10% of Property in SF = 8,872 SF
Total SF of Existing Accessory Buildings 5,405 SF
Total SF of Accessory Buildings Including Proposed Addition 6,188 SF
Existing Building
Proposed Building
POOL HOUSE
GRILL
N.B.F. 8-24
SITE PLAN
RASNICK HOMES
2503 TEXLAND CR.
HARTMAN POOL HOUSE
2 OF 2

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: E-25-0136

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: MILES HARTMAN		Phone (432) 288-5123 Email miles.hartman@gmail.com	
Address 2503 TEXLAND CIR	City MIDLAND	State TX	Zip 79705

Property Owner Printed Name: MILES HARTMAN		Phone (432) 288-5123 Email miles.hartman@gmail.com	
Address 2503 TEXLAND CIR	City MIDLAND	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 2503 TEXLAND CIR

Legal Description
Lot: 010 Block: 001 Subdivision: TEXLAND ESTATES

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: TO ADD AN OPEN AIR STRUCTURE WITH ROOF FOR SHADE AND PRIVACY PURPOSES.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland' ($500.00)
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Miles C. Hartman	Date: 3/25/25
Applicant (printed): MILES HARTMAN	
Property Owner (signature): Miles C. Hartman	Date: 3/25/25
Property Owner (printed) : MILES HARTMAN	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 328	RECEIVED
Received By: Beatriz Pizarro	Date: MAR 27 2025
	Initial _____

Application will not be considered for scheduling until reviewed by a planner.

Proposed Grill and Shade Area
28x28
784 SF

Total Property SF
305.19 x 290.69 = 88,716 SF

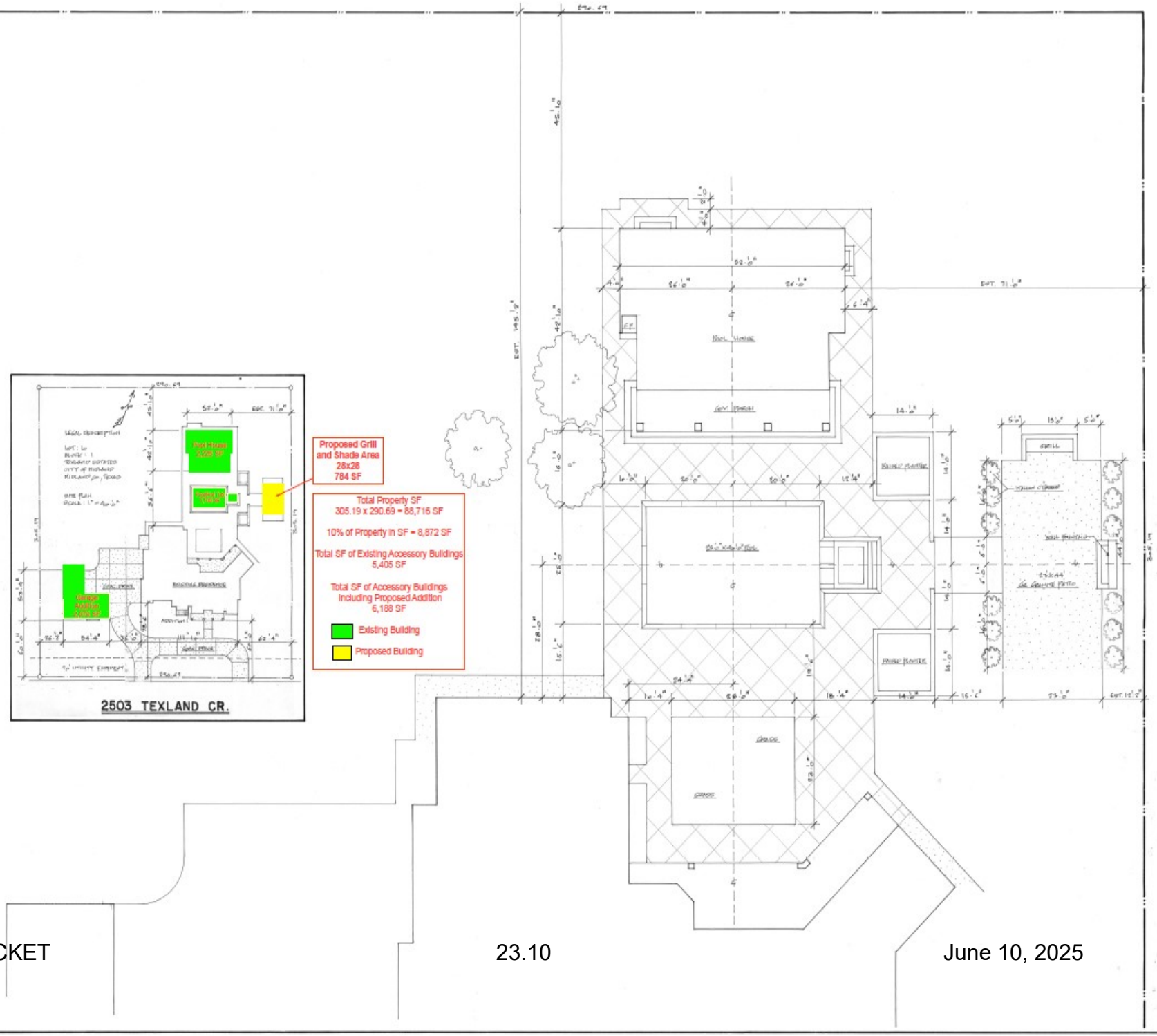
10% of Property in SF = 8,872 SF

Total SF of Existing Accessory Buildings
5,405 SF

Total SF of Accessory Buildings Including Proposed Addition
6,188 SF

Existing Building

Proposed Building



N.B.F. 8-24

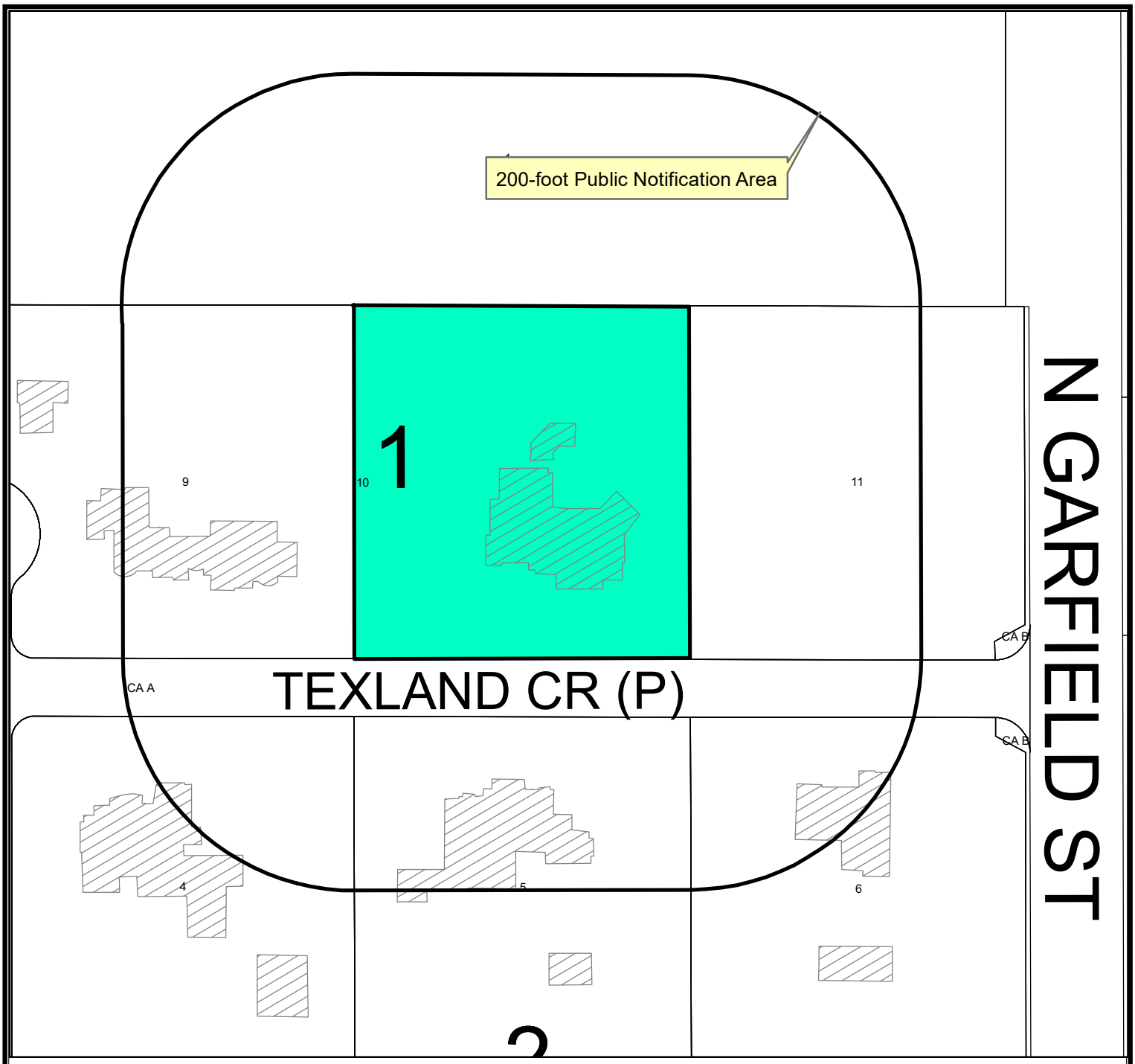
SITE PLAN

RASNICK HOMES

2503 TEXLAND CR.

HARTMAN POOL HOUSE

2 OF 2



Location Map

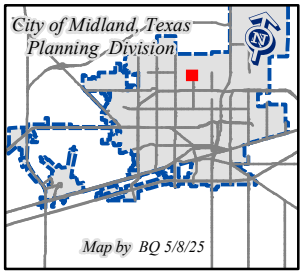
E-25-0136 **Scale: 1" = 800'**

Consider a request by Miles Hartman for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, to permit an accessory structure that exceeds the maximum allowable accessory structures on Lot 10, Block 1, Texland Estates, City and County of Midland, Texas.

Generally located on the north side of Texland Circle approximately 293 feet west of North Garfield Street. (District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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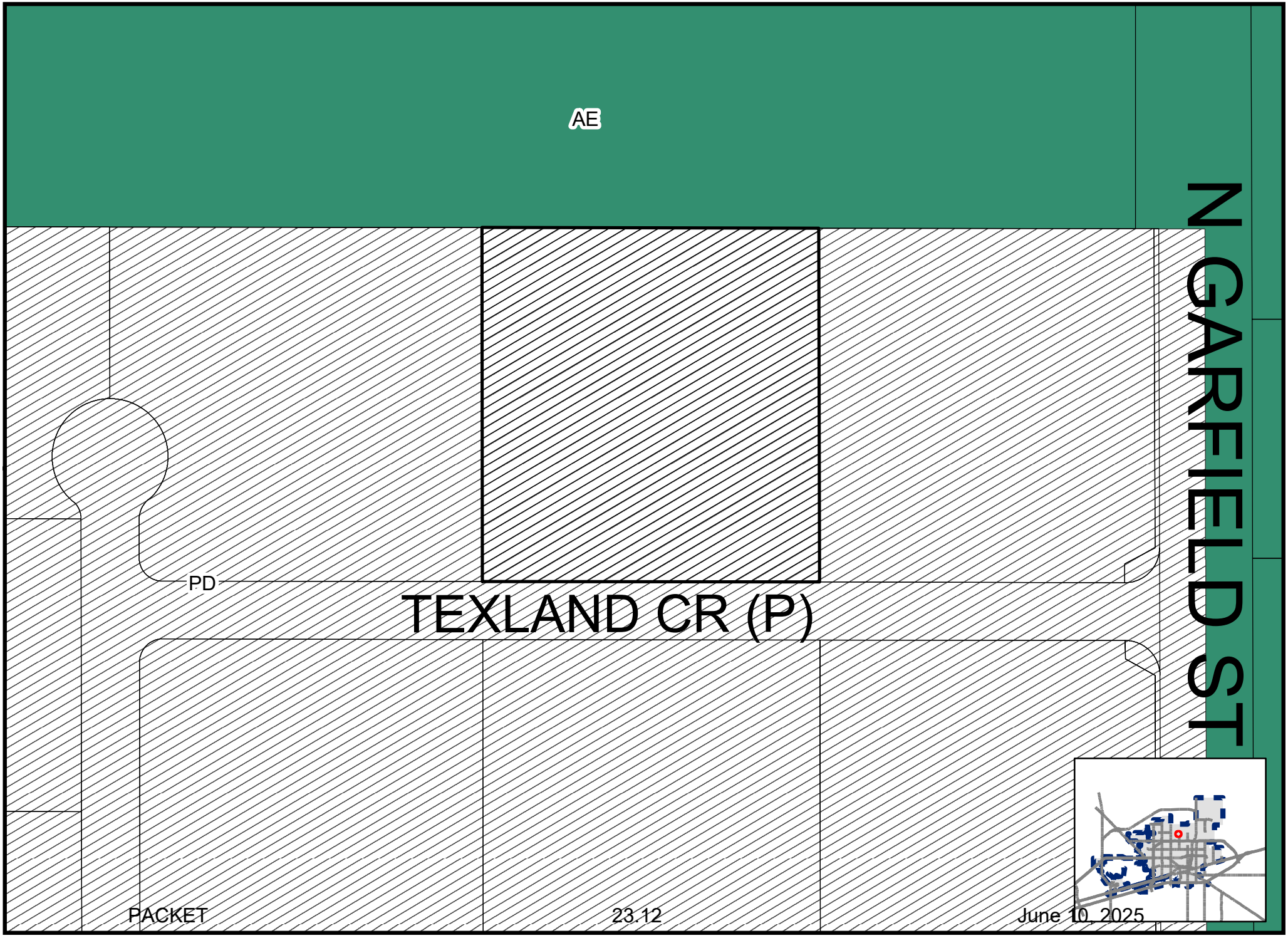
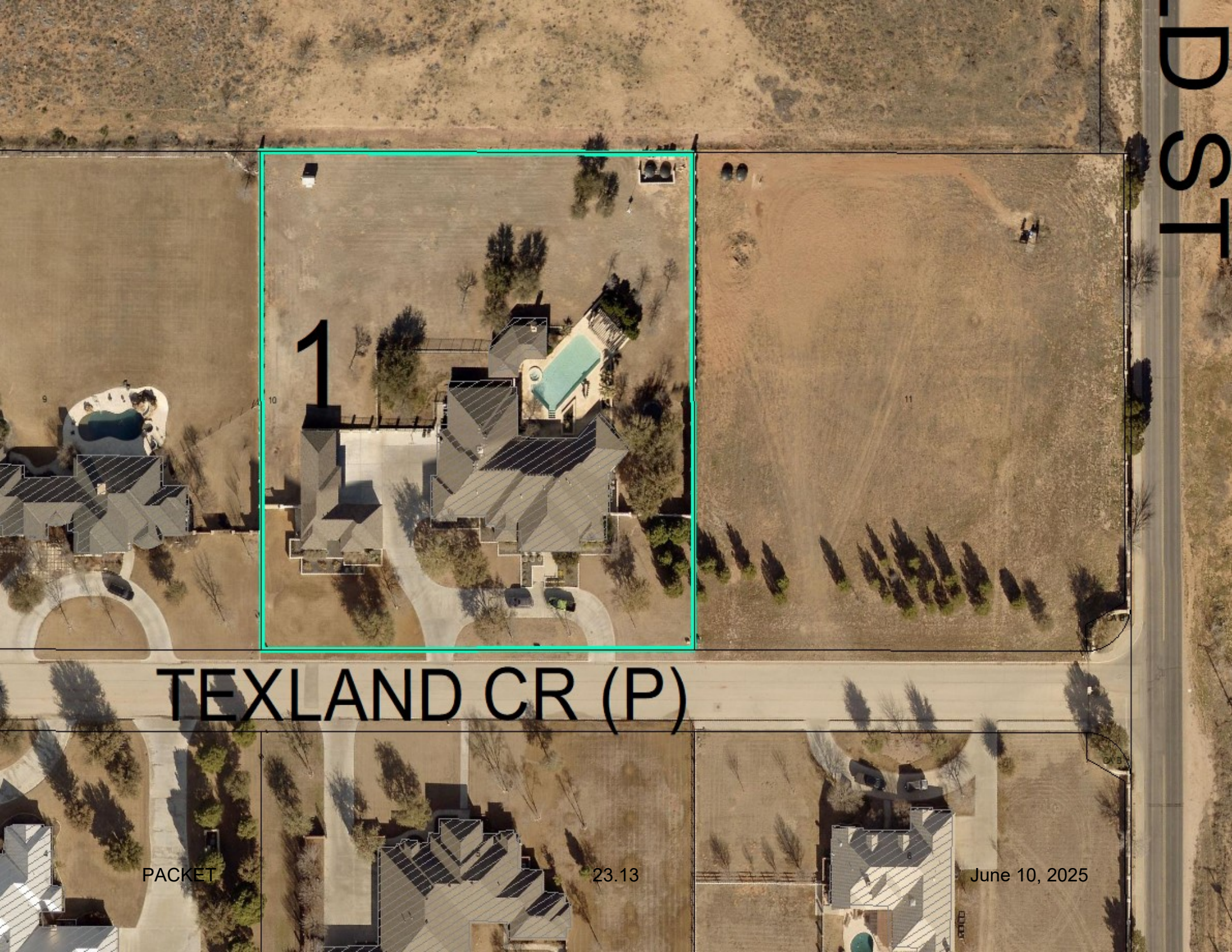


Map by BQ,05/08/25 **Z-25-0136** **Scale: 1" = 1000'** **ZONING MAP**

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


1
TEXLAND CR (P)
DST

MIDLAND

Be the Energy!

SPECIAL EXCEPTION

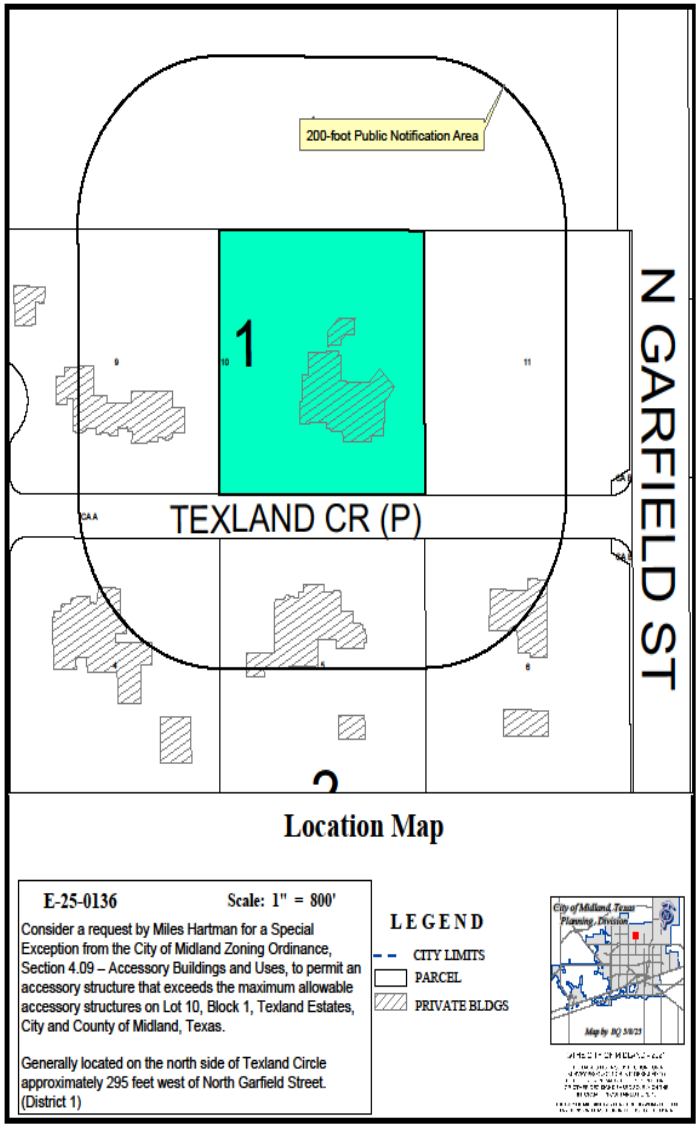
2503 TEXLAND CIR

Visit Our Website

MIDLANDTEXAS.GOV

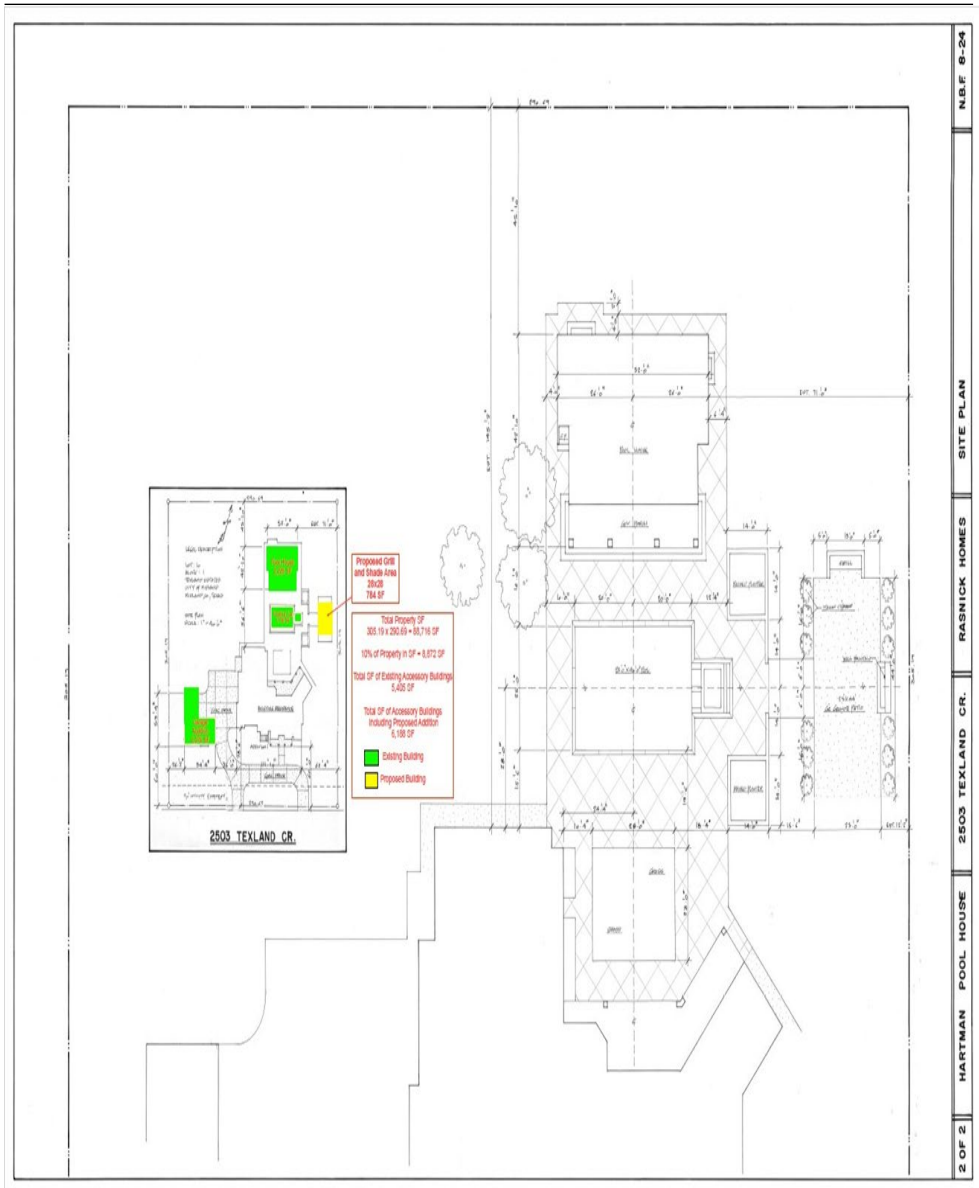
APPLICATION SUMMARY

- **Applicant:** Miles Hartman
- **Property Owner:** Miles Hartman
  Location: 2503 Texland Cir (District 1)
- **Reason for Request:** To permit a total of four (4) accessory buildings on the property.



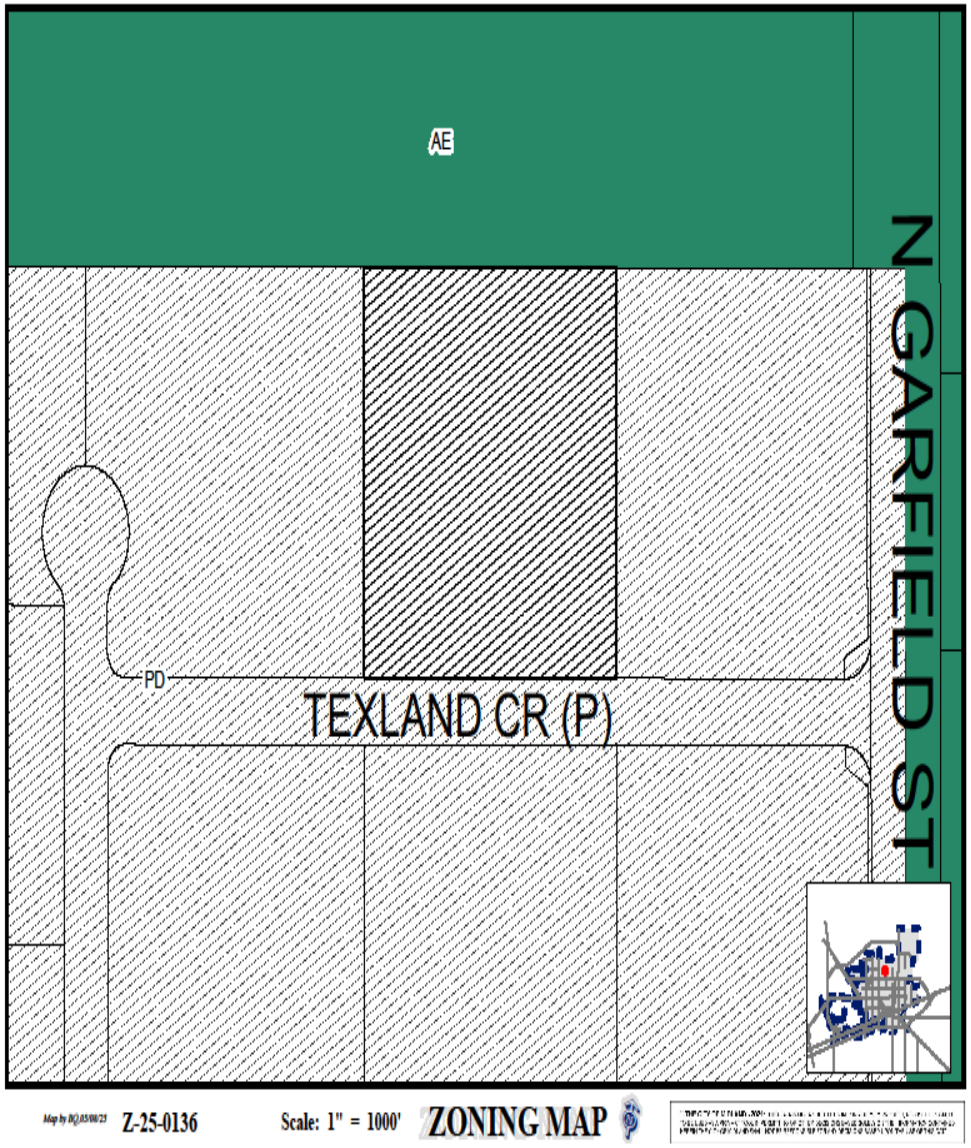
DETAILS OF REQUEST

- **Code Requirement:** Maximum of three Accessory Buildings
- **Variance Requested:** An additional accessory building (4)



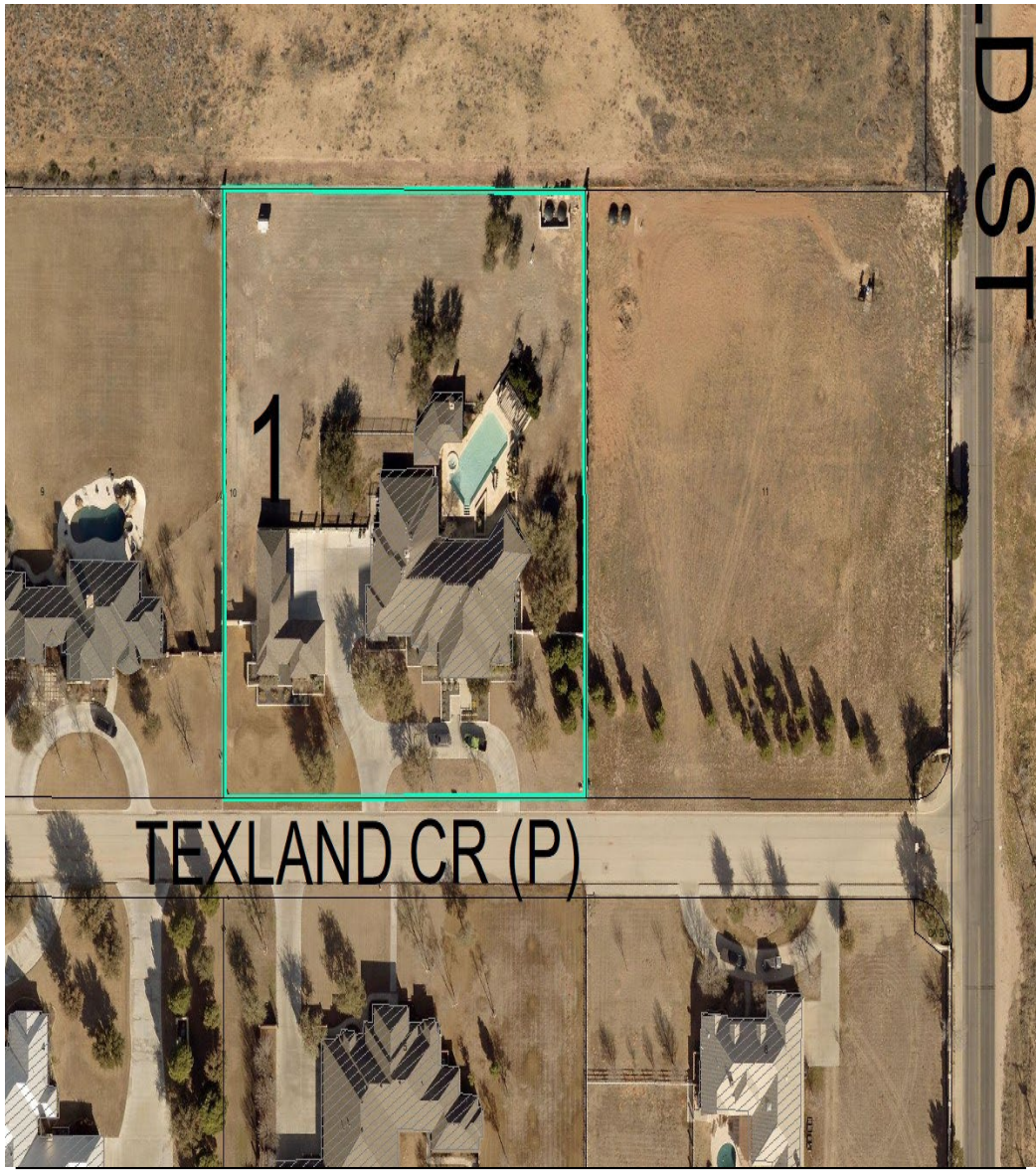
ZONING

- **Current Zoning**: PD, Planned Development District, Housing Development
- **Surrounding Zoning**:
  - **South/West**: PD, Planned Development District
  - **North**: AE, Agricultural Estate District
  - **East**: AE, Agricultural Estate,& PD, Planned Development District



LAND USE

- **Current Use of the Property:** Residential
- **Surrounding Uses**:
  - **South/East/West**: Residential
  - **North:** Vacant



On Texland Circle , Looking west.

STAFF'S RECOMMENDATION

- No objections received.
- Staff recommends approval of this Special Exception subject to the following conditions:

  A. That the maximum number of accessory buildings on the Property shall be limited to four; provided, however, that the maximum building area coverage shall not exceed 10 percent of the Property.

  B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 24

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 8, 9, AND 10, BLOCK 21, MOODY ADDITION, 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 NORTH MADISON STREET, APPROXIMATELY 120 FEET SOUTH OF EAST ILLINOIS 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:

Obsidian Reality is requesting a Zone Change from MF-22, Multi-Family Dwelling District, to SF-3, Single-Family Dwelling District, for the construction of single-family homes on three properties at 202, 204, and 206 North Madison Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

The adjacent lots to the west and south are zoned MF-22, Multiple-Family Dwelling District, and consist of vacant lots and single-family housing. The lots to the north and east are a combination of MF-22, Multiple-Family Dwelling District and SF-3, Single-Family Dwelling District, and consist of vacant lots and single-family housing.

Analysis:

The applicant is seeking this zone change in in order to construct single-family homes, which is not allowed in the MF-22, Multiple-Family Dwelling District. These vacant lots are located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. These lots meet the requirements for the SF-3, Single-Family Dwelling District.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban Residential-Medium (UR-M). 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 & Gas issues for Zoning.

Engineering: (Approved)

No objection 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. Our staff has examined the FEMA flood map and it appears that this property lies entirely within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of

finish construction will be required for the Certificate of Occupancy. [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 2023 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 new code editions adopted 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 the approval of this request for an initial zoning of MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 30, 2025, Staff has not received any letters of objection.

Attachments:

Application
Site Plan
Maps
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 8, 9, AND 10, BLOCK 21, MOODY ADDITION, 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 NORTH MADISON STREET, APPROXIMATELY 120 FEET SOUTH OF EAST ILLINOIS 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 8, 9, and 10, Block 21, Moody Addition, 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
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:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 206 N Madison	City Midland	State Tx	Zip 79701

Property Owner Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 426 W Shandon	City Midland	State Tx	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 206 N Madison

Legal Description
Lot: 10 Block: 21 Subdivision: Moody

Current Zoning: MF22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The city of Midland is forcing us to Change the zoning.

Present Use of Property: Vacant lot

Proposed Use of Property: Residential house

How would this zone change affect the public health, safety and welfare? It Wouldn't

Describe how conditions affecting the property have changed since present zoning designation: None

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)

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0428

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 204 N Madison	City Midland	State Tx	Zip 79701

Property Owner Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 426 W Shandon	City Midland	State Tx	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 204 N Madison

Legal Description
Lot: 9 Block: 21 Subdivision: Moody

Current Zoning: MF22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The city of Midland is forcing us to change the zoning.

Present Use of Property: Vacant lot

Proposed Use of Property: Residential house

How would this zone change affect the public health, safety and welfare? It wouldn't

Describe how conditions affecting the property have changed since present zoning designation: None

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: 4/29/25
Applicant (printed): Archie Williams Jr	
Property Owner (signature):	Date: 4/29/25
Property Owner (printed) : Archie Williams Jr	

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 #_____ RECEIVED

Received By: APR 30 2025 Date:

Initial:_____

Application will not be considered for scheduling until reviewed by a planner.

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0427

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 202 N Madison	City Midland	State Tx	Zip 79701
Property Owner Printed Name: Obsidian Realty		Phone (432) 889-7437 Email ArchieWilliams2004@yahoo	
Address 426 W Shandon	City Midland	State Tx	Zip 79705
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 202 N Madison

Legal Description
Lot: 8 Block: 21 Subdivision: Moody

Current Zoning: MF22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The City of Midland is forcing us to change the zoning.

Present Use of Property: Vacant lot

Proposed Use of Property: Residential house

How would this zone change affect the public health, safety and welfare? It Wouldn't

Describe how conditions affecting the property have changed since present zoning designation: None

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: 4/29/25
Applicant (printed): Archie Williams Jr	
Property Owner (signature):	Date: 4/29/25
Property Owner (printed) : Archie Williams Jr	

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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 #_____

RECEIVED
APR 30 2025

Received By: Date:

Initial: _____

Application will not be considered for scheduling until reviewed by a planner.

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 4/29/25
Applicant (printed): Archie Williams	
Property Owner (signature):	Date: 4/29/25
Property Owner (printed) : Archie Williams Sr	

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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 #_____

Received By: Date:

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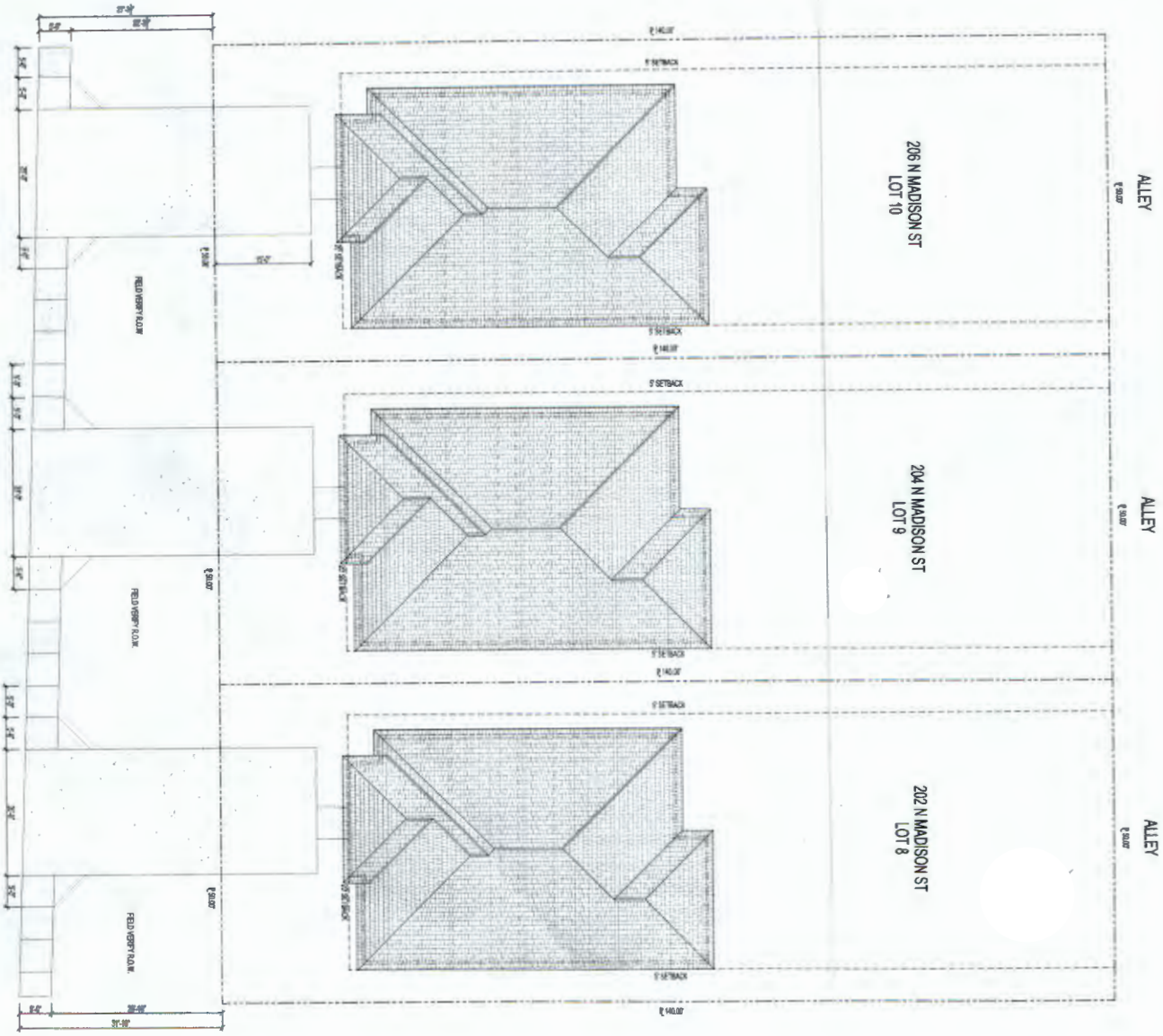


1	FINAL PLANS	04/17/25
No.	Revisions	Date

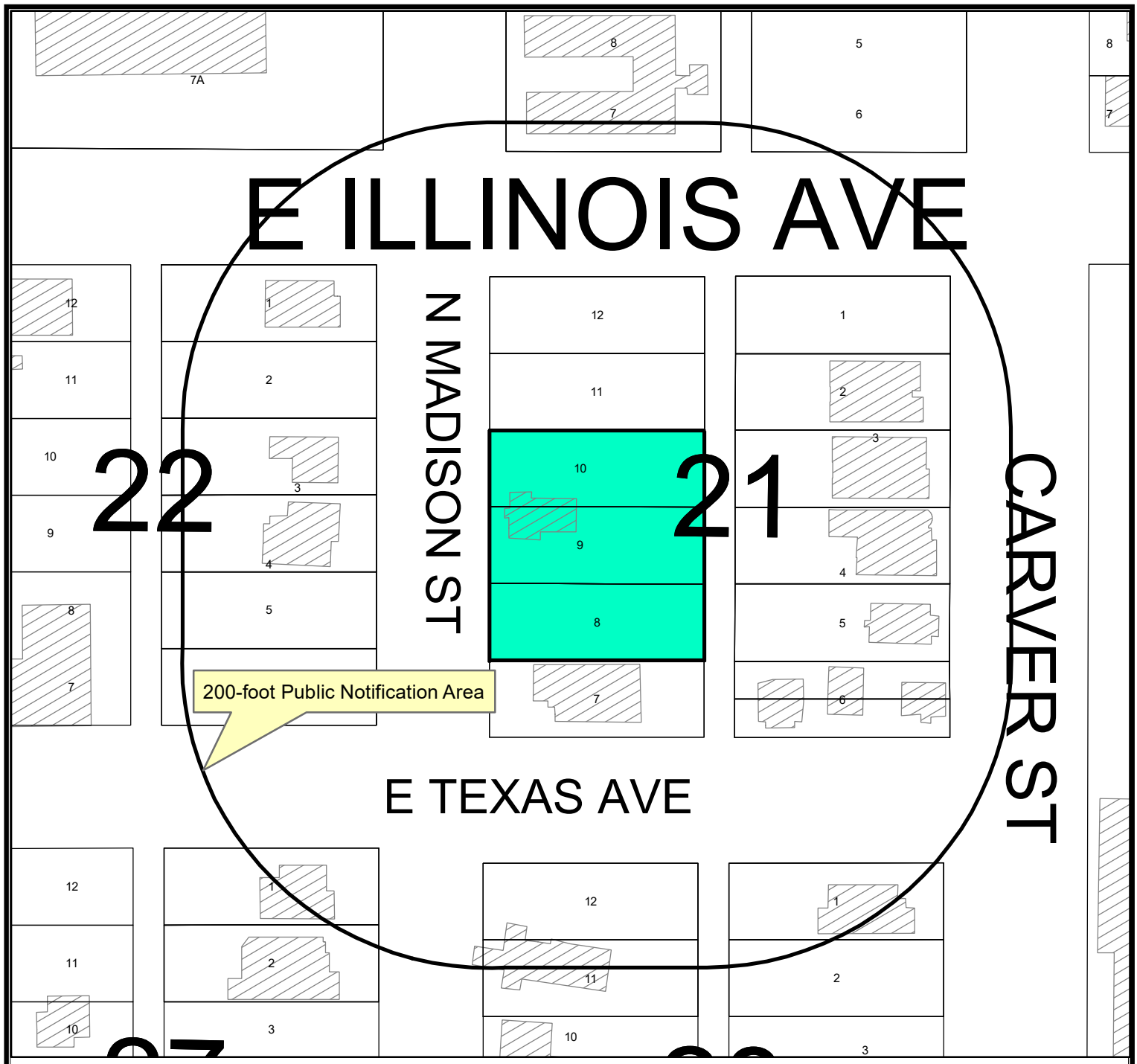
CHANCE JONES
432-599-1830
CHANCE@WEST-TEXDG.COM

WTDG
WEST TEXAS DESIGN GROUP

ARCHIE WILLIAMS
202, 204, & 206 N MADISON
MIDLAND, TX
LOT 8, 9, 10; BLOCK 21

June 10, 2025

C-5



Location Map

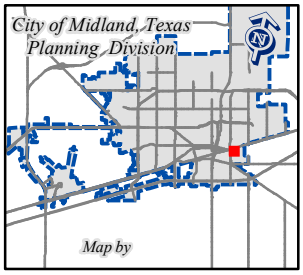
Z-25-0426 **Scale: 1" = 600'**

Consider a request by Obsidian Realty, for a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District, on Lots 8, 9, and 10, Block 21, Moody Addition, City and County of Midland, Texas.

(Generally located on the east side of North Madison, approximately 200 feet south of East Illinois Avenue.) (Council District 2)

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



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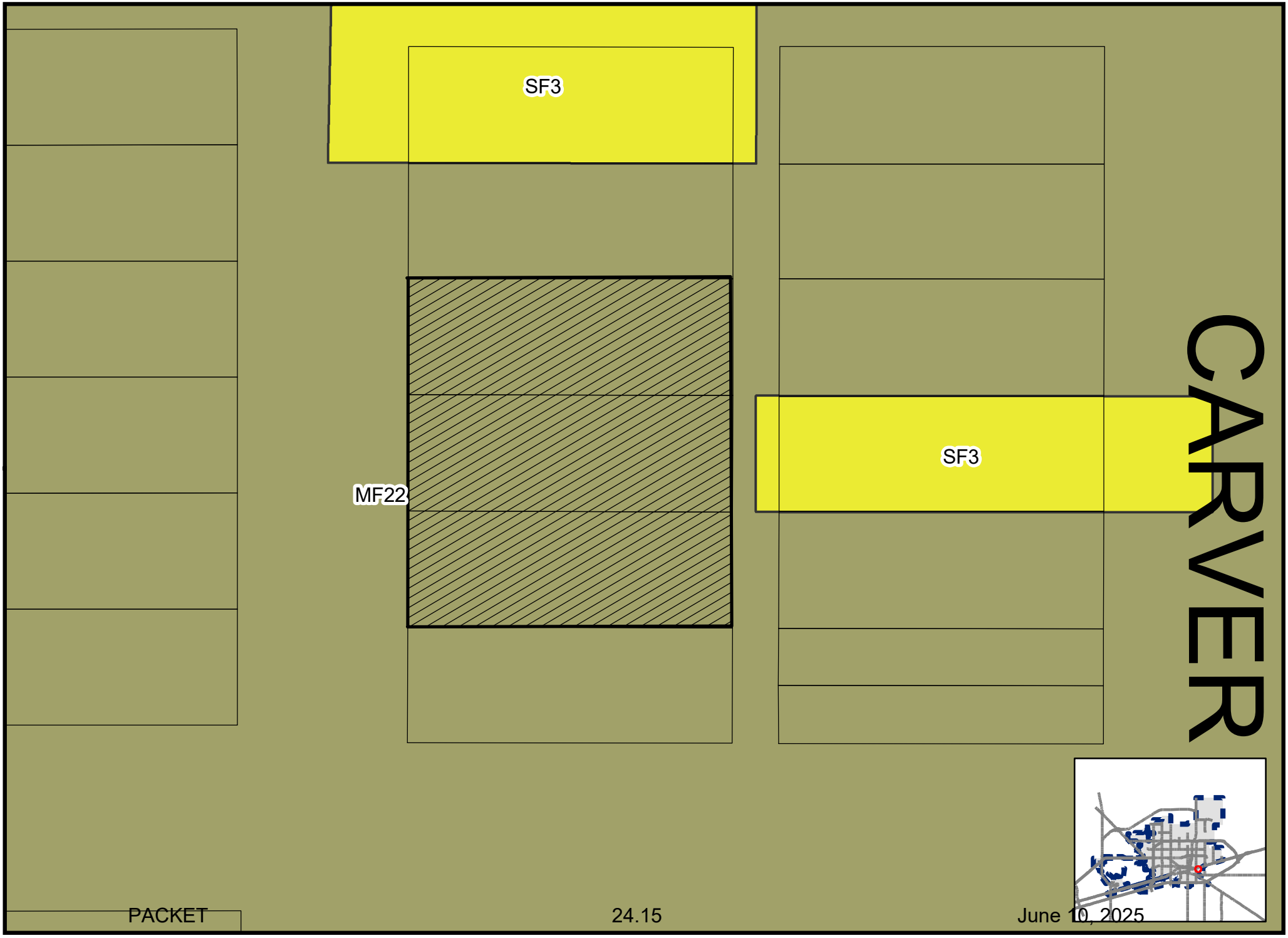
June 10, 2025



PACKET 24.15 June 10, 2025

Map by BQ 5/20/25 **Z-25-0426** **Scale: 1" = 500'** **ZONING MAP**

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21

STOP

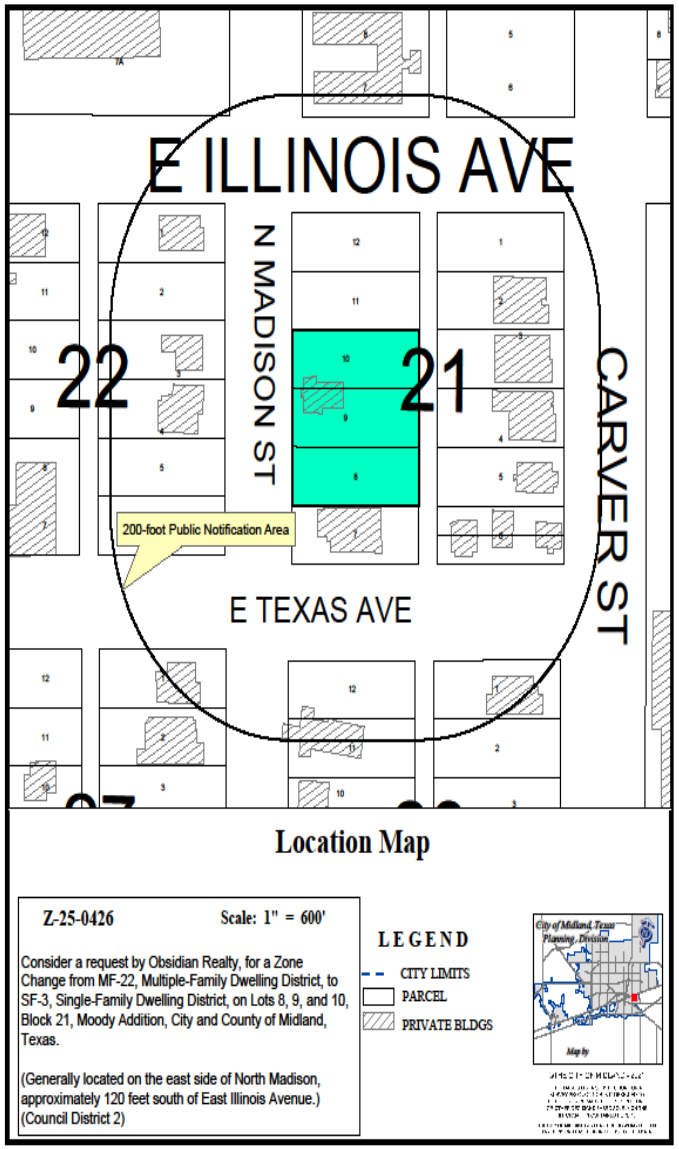
MIDLAND
Be the Energy!

ZONE CHANGE REQUEST
202, 204, & 206 N MADISON ST

Visit Our Website
MIDLANDTEXAS.GOV

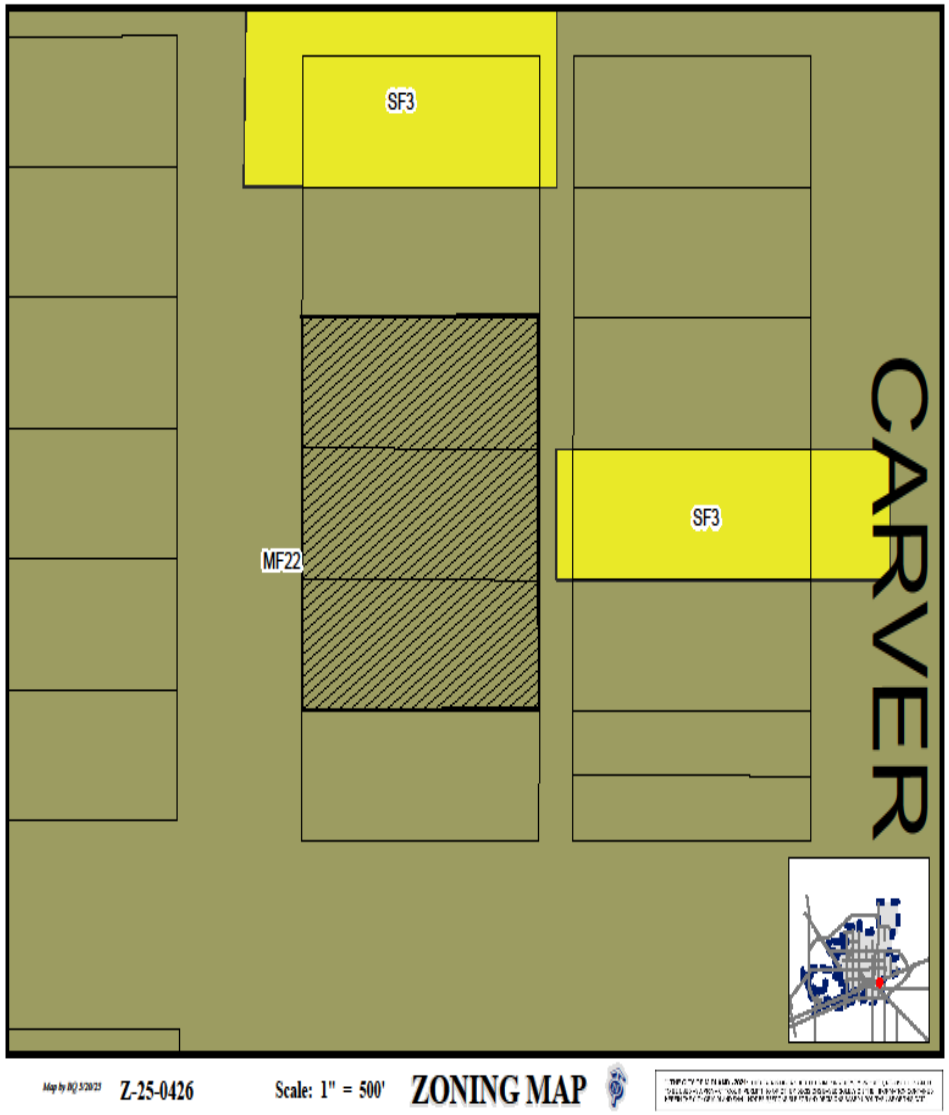
APPLICATION SUMMARY

- **Applicant:** Obsidian Realty
- **Property Owner:** Obsidian Realty
- **Location:** 202, 204, & 206 North Madison Street (District 2)
- **Reason for Request:** To build single-family dwelling in lots



ZONING

- **Current Zoning:** MF-22, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - **North/East:** MF-22, Multiple-Family Dwelling District and SF-3, Single-Family Dwelling District
  - **South/West:** MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



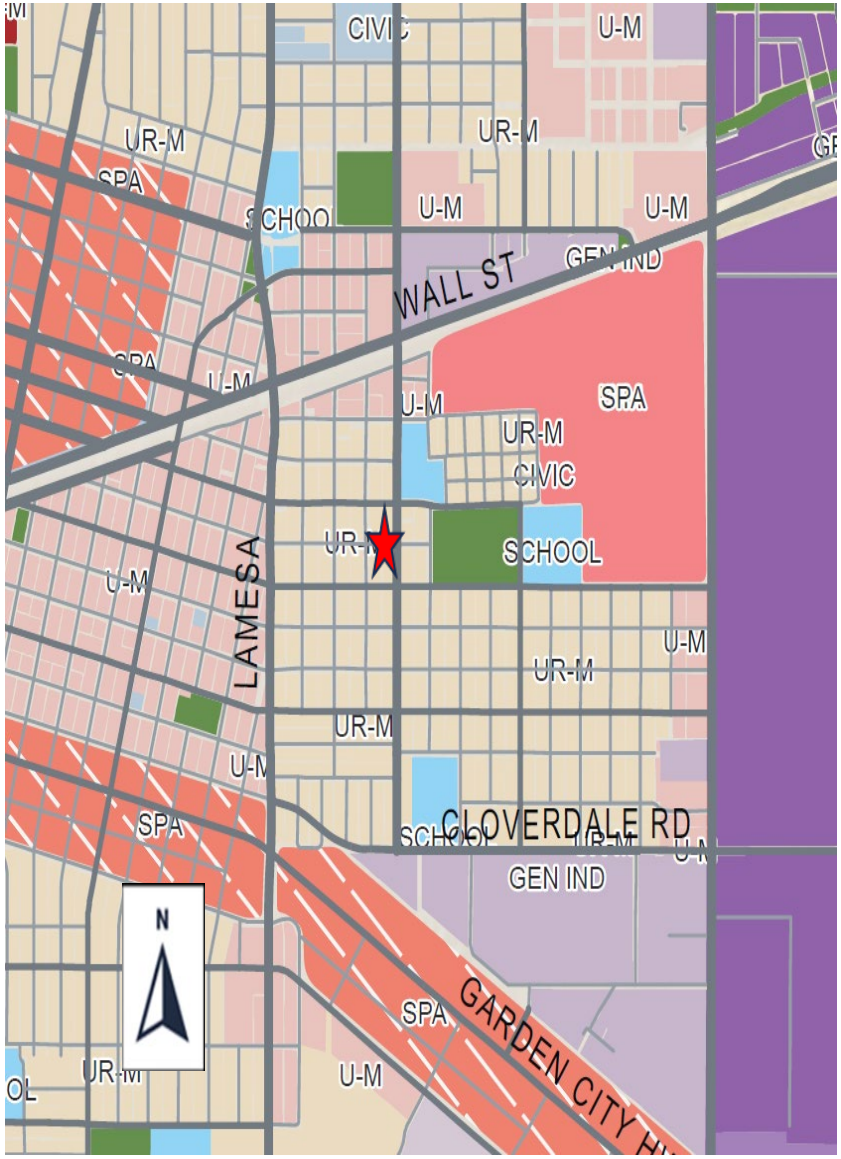
LAND USE

- **Current Use:** Vacant
- **Proposed Use**: Residential
- **Surrounding Uses:**
  - **North/East/South/West:** Residential

On Madison Street, Looking East

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Urban Residential-Medium (UR-M)
- **Supported Uses:**
  - Emphasizing a mix of housing styles including single-family and townhouses.
- The request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.



STAFF'S RECOMMENDATION

- No objections received.
- The Planning & Zoning Commission recommended approval of this request on June 2, 2025.
- Staff recommends **APPROVAL** of this zone change from **MF-22, Multiple-Family Dwelling District** to **SF-3, Single-Family Dwelling District.**

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 25

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR BLOCK 13, UNRECORDED PLAT OF CAROL CREST ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST TAYLOR AVENUE AND WAYSIDE DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Tall City Post VFW 7208, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 1306 East Taylor Avenue for The Tall City Post VFW.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

C, Commercial District in part, LI, Light Industrial in part

Surrounding Zoning and Land Use:

The properties to the north and west is zoned C, Commercial District. The property to the east is zoned LI, Light Industrial District and is vacant. The property to the south is zoned MF16, Multiple Family Dwelling District and is the location of Compass Pointe Apartments

Analysis:

The property is located at 1306 East Taylor Avenue and is currently zoned C, Commercial District in part, LI, Light Industrial District in part, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the bar, Tall City Post VFW 7208, is 31,918 square feet and the proposed alcohol serviceable area is 10,000 square feet. Tall City Post VFW 7208 does not have an existing SUD but is an existing building.

The proposed hours of operation:

Sunday through Friday from 2:00 p.m. to 1 a.m.
Saturdays from 2:00 p.m. to 2:00 a.m.

The proposed hours of alcohol service:

Sunday through Friday from 2:00 p.m. to 1 a.m.
Saturdays from 2:00 p.m. to 2:00 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” Tall City Post VFW 7208 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 Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for Tall City Post VFW No. 7208 is acceptable. The property must adhere to the maximum occupant load of 667 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)

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 shall be limited to approximately 10,000 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes. No portion of the Establishment's serviceable area shall be located on any portion of the Property zoned LI, Light Industrial District.**

B. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

C. **That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Friday from 2:00 p.m. to 1 a.m.**
Saturdays from 2:00 p.m. to 2:00 a.m.

D. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

E. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

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 11-9.07. E.3 of the zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of May 30, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit B)
Plat (Exhibit A)
Maps
PowerPoint Presentation

Jose E. Ort

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 BLOCK 13, UNRECORDED PLAT OF CAROL CREST ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST TAYLOR AVENUE AND WAYSIDE DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Block 13, Unrecorded Plat of Carol Crest Addition, City and County of Midland, Texas (the "Property"), as shown in Exhibit A, which is attached hereto and incorporated herein, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present C, Commercial District and LI, Light Industrial District, as applicable.

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 10,000 square feet as shown in Exhibit B, which is attached hereto and incorporated herein for all purposes. No portion of the Establishment's serviceable area shall be located on any portion of the Property zoned LI, Light Industrial District.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

   Sunday through Friday from 2:00 p.m. to 1:00 a.m. of the following day; and Saturday from 2:00 p.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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

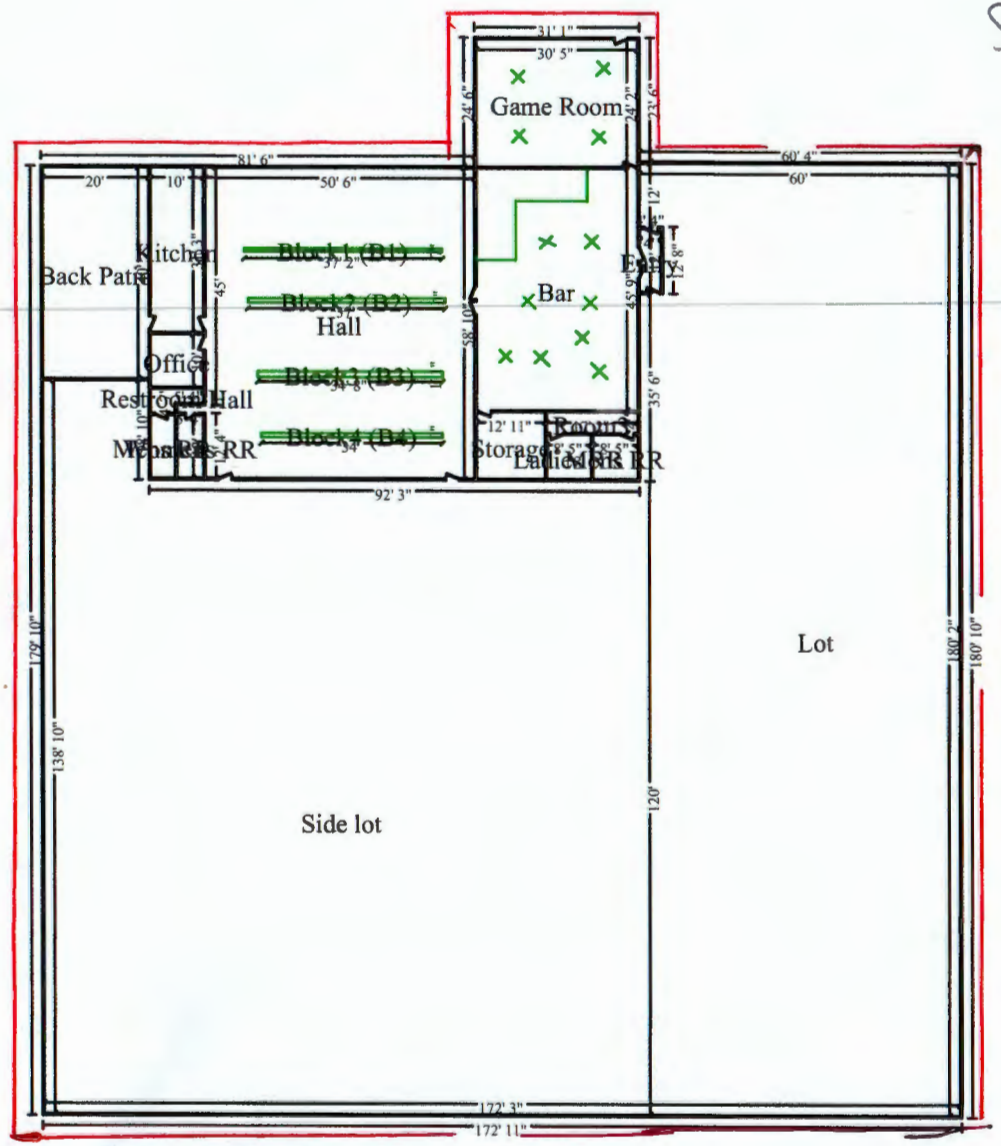
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT B

Total sqft-31,918

Serviceable sqft-



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MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

FOR STAFF'S USE ONLY
Project Number:
Case Number: SUD-25-0200

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Tall City Post VFW No. 7208		Phone (432) 684-6079 Email v.f.w.Post 7208@hotmail.com	
Address 1306 E. Taylor Ave.	City Midland	State TX	Zip 79701
Property Owner Printed Name: Tall City Post VFW Post 7208		Phone (432) 684-6079 Email v.f.w. post 7208@hotmail.com	
Address 1306 E. Taylor Ave	City Midland	State TX	Zip 79701
Representative *(if different from Applicant or Property Owner)* Firm: Printed Name: Robert Thames		Phone (432) 553-9133 Email v.f.w. post 7208@hotmail.com	
Address 1306 E. Taylor	City Midland	State TX.	Zip 79701

Street Address: 1306 E. Taylor Ave. Midland Tx. 79701

Business Name: Tall City Post VFW No. 7208

Reason for Request: For the sale of Alcoholic Beverages

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Bar

Proposed/Current Days and Hours of Operation: Monday thru Friday 2:00 pm - 1:00 am Saturday 2:00 pm - 2:00 am Sunday 2:00 pm - 1:00 am

Proposed Days and Hours of Alcohol Service: Monday thru Friday 2:00 pm - 1:00 am Saturday 2:00 pm - 2:00 am Sunday 2:00 pm - 1:00 am

Total Square Footage of Business: 31,918

Square Footage of Alcohol Serviceable Area: ~~31,918~~ 10,000
(Outline in red on floor plan)

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 2 / 2	**Bathroom Sinks:** 2
	Women	**Toilets:** 4	**Bathroom Sinks:** 2

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees
Items to be submitted with this application form:

Application Fee of $300 –
- If by check, put Payable to the 'City of Midland'
- If online, check email for invoice

Dimensioned Floor Plan showing:
- Seating
- Exits
- Restrooms
- Kitchen (if applicable)
- Total Square Footage
- Serviceable Square Footage (outlined in red & labeled)

Dimensioned Site Plan showing:
- Parking
- Business Footprint

Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Robert S. Thames	Date: 23 APR 2025
Applicant (printed): ROBERT S. THAMES	
Property Owner (signature): Robert S Thames Commander VFW POST 7208 (Tall City)	Date: 23 APR 2025
Property Owner (printed): VFW POST 7208 (Tall City)	

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 Robert Thames who, being by me duly sworn, upon oath says: That (s)he is authorized by VFW Post 7208, 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.

Robert S Thames
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 29th day of April, 20 25, to certify which witness my hand and seal of office.

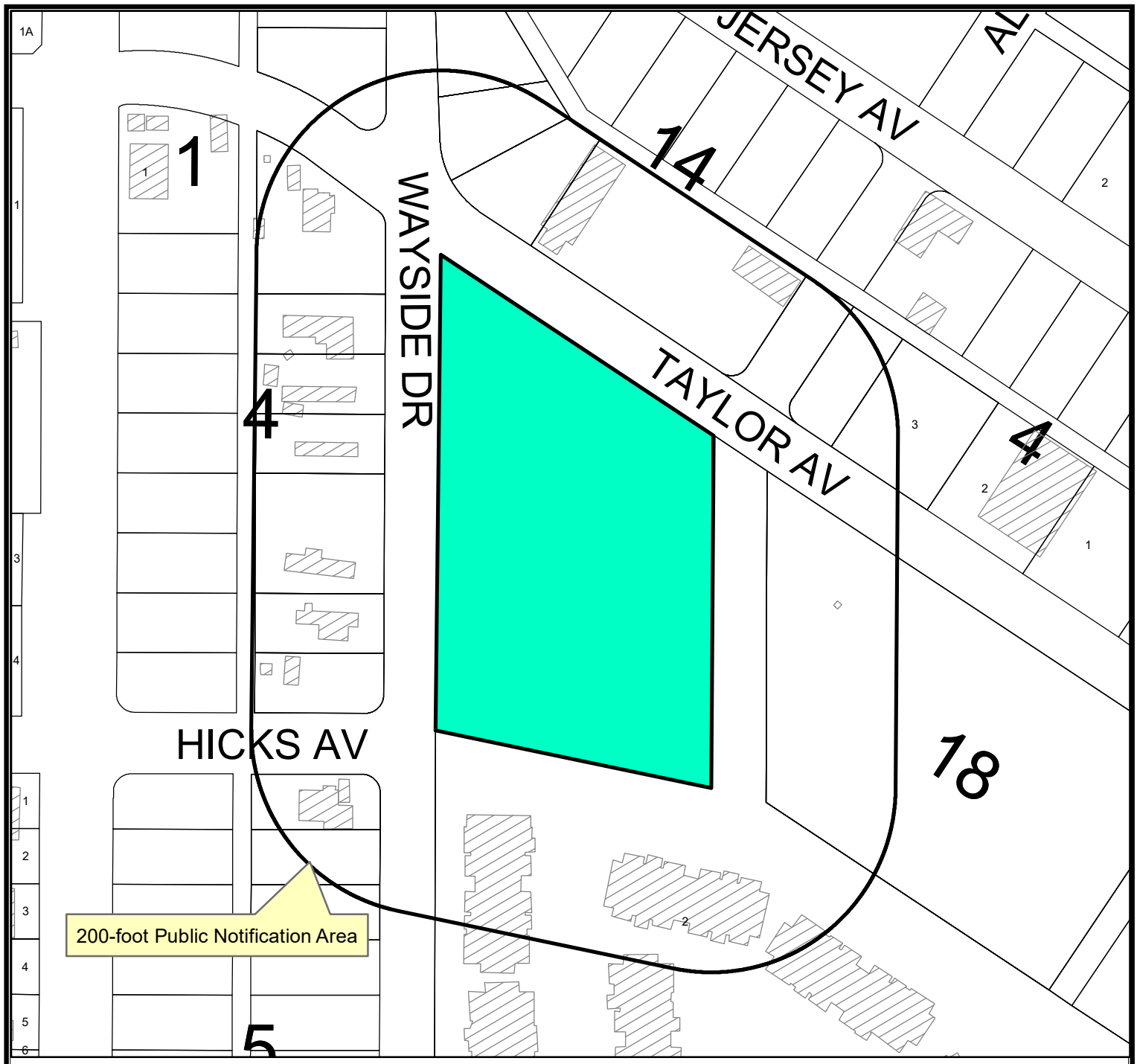
ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date: 4/04/05

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

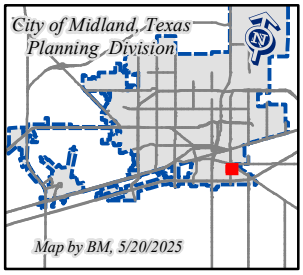
SUD-25-0200 **Scale: 1" = 155'**

Consider a request by Tall City Post VFW 7208 for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Block 13, Unrecorded Plat of Carol Crest Addition, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of East Taylor Avenue and Wayside Drive. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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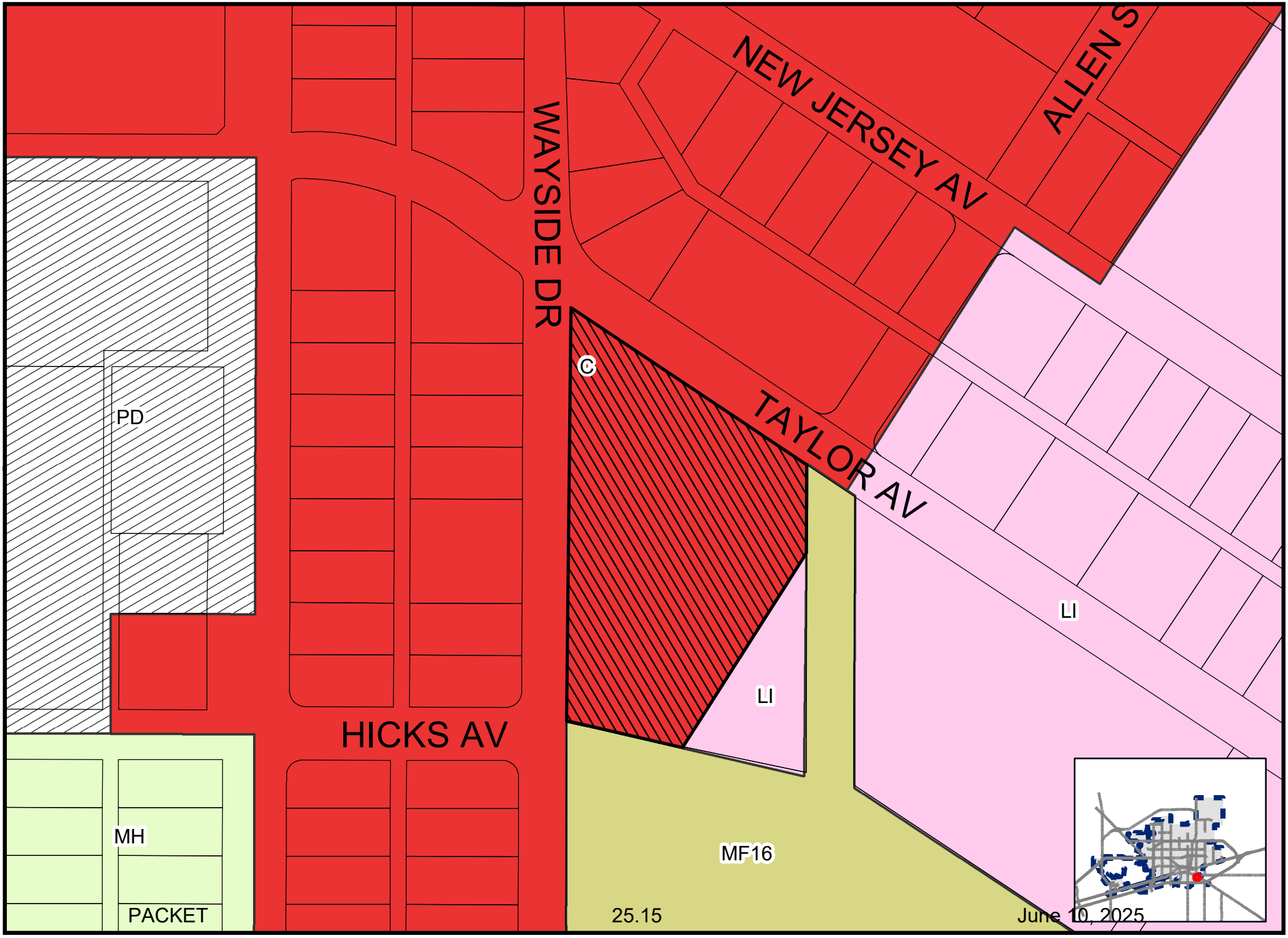

Map by AMM, 5/19/2025

SUD-25-0200

Scale: 1" = 600'

ZONING MAP

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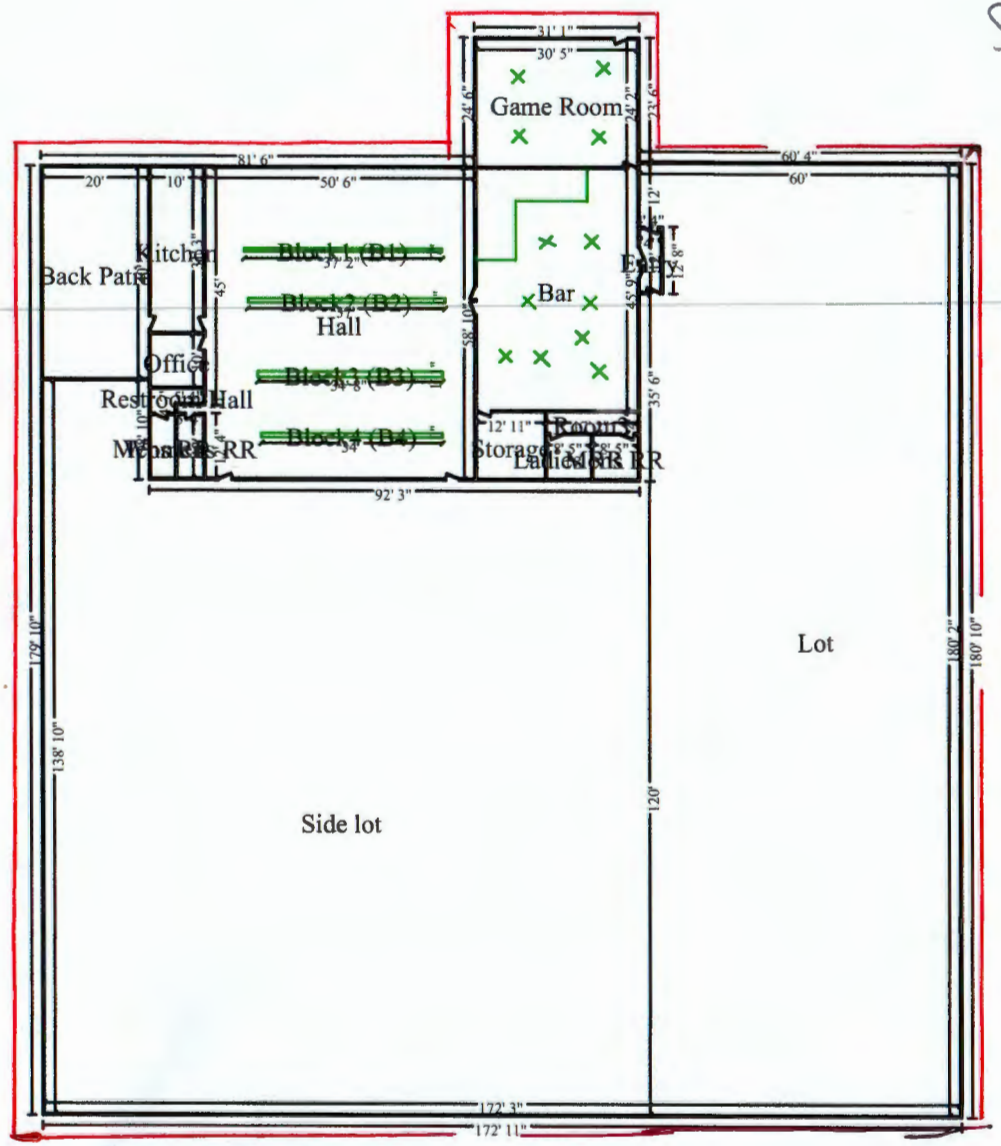
CITY HWY
HARRISON ST
NEW JERSEY AV
ALLEN ST
WAYSIDE DR
TAYLOR AV
HICKS AV
HACKETT
HARRISO
WA
19
20
3
15
14
1
34
49
4
13
4
1
17
18
37
36
5
25.16
1
18
June 10, 2025

Total sqft-31,918

Serviceable sqft-



N

Main Level

VFW
7209

MIDLAND
Be the Energy!

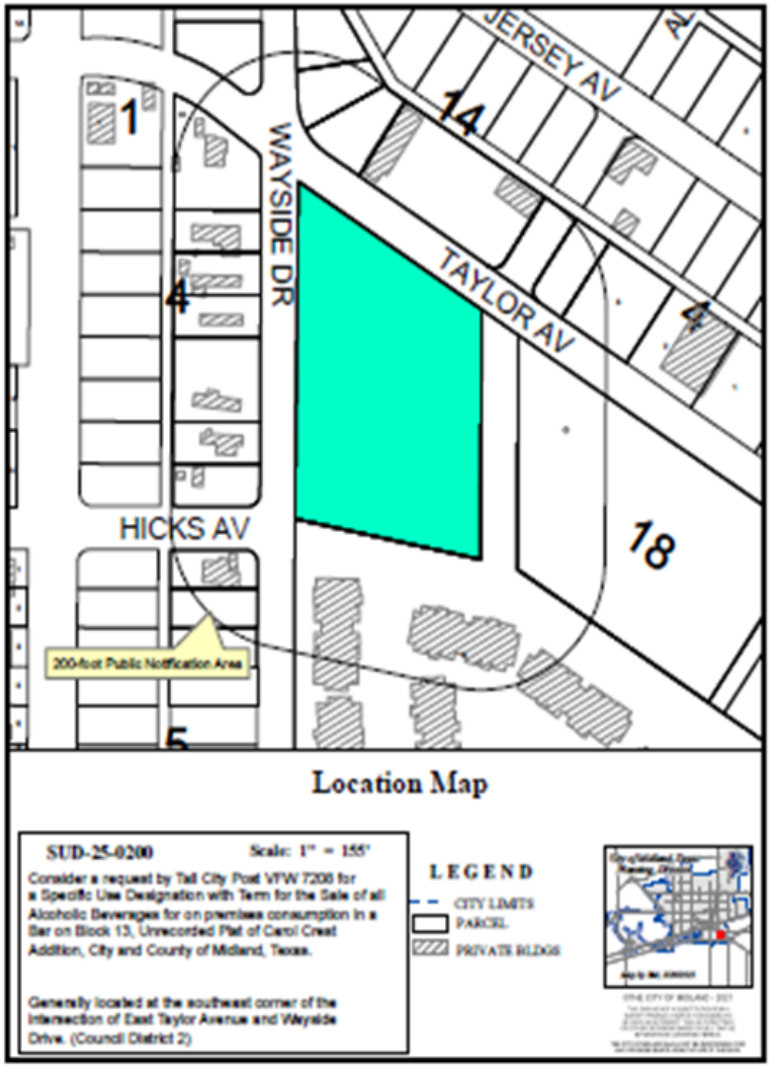
ITEM

SPECIFIC USE DESIGNATION
TALL CITY POST VFW

Visit Our Website
MIDLANDTEXAS.GOV

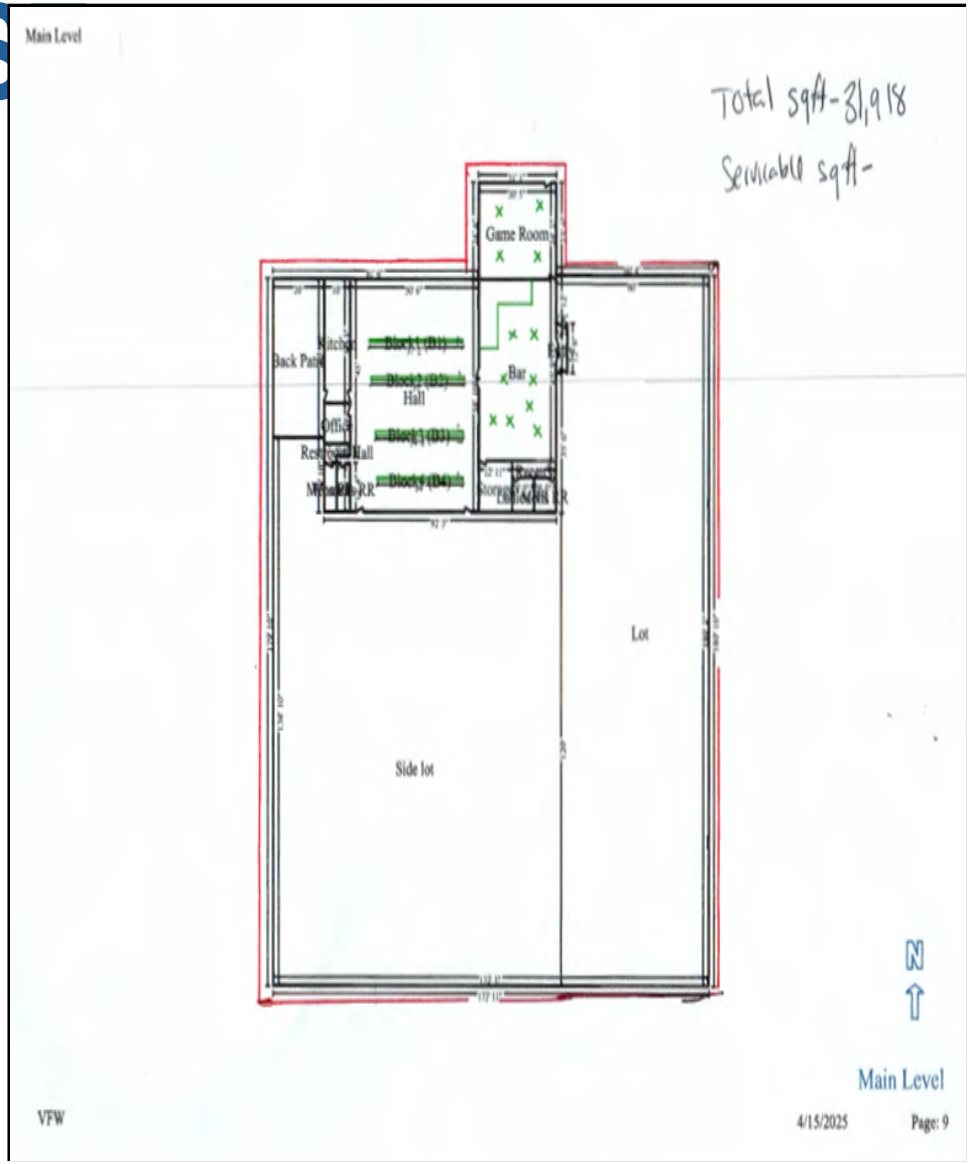
APPLICATION SUMMARY

- **Applicant and Property Owner:** Robert Thames
- **Location:** 1306 East Taylor Avenue
- **Reason for Request:** For the sale and on-premises consumption of alcohol



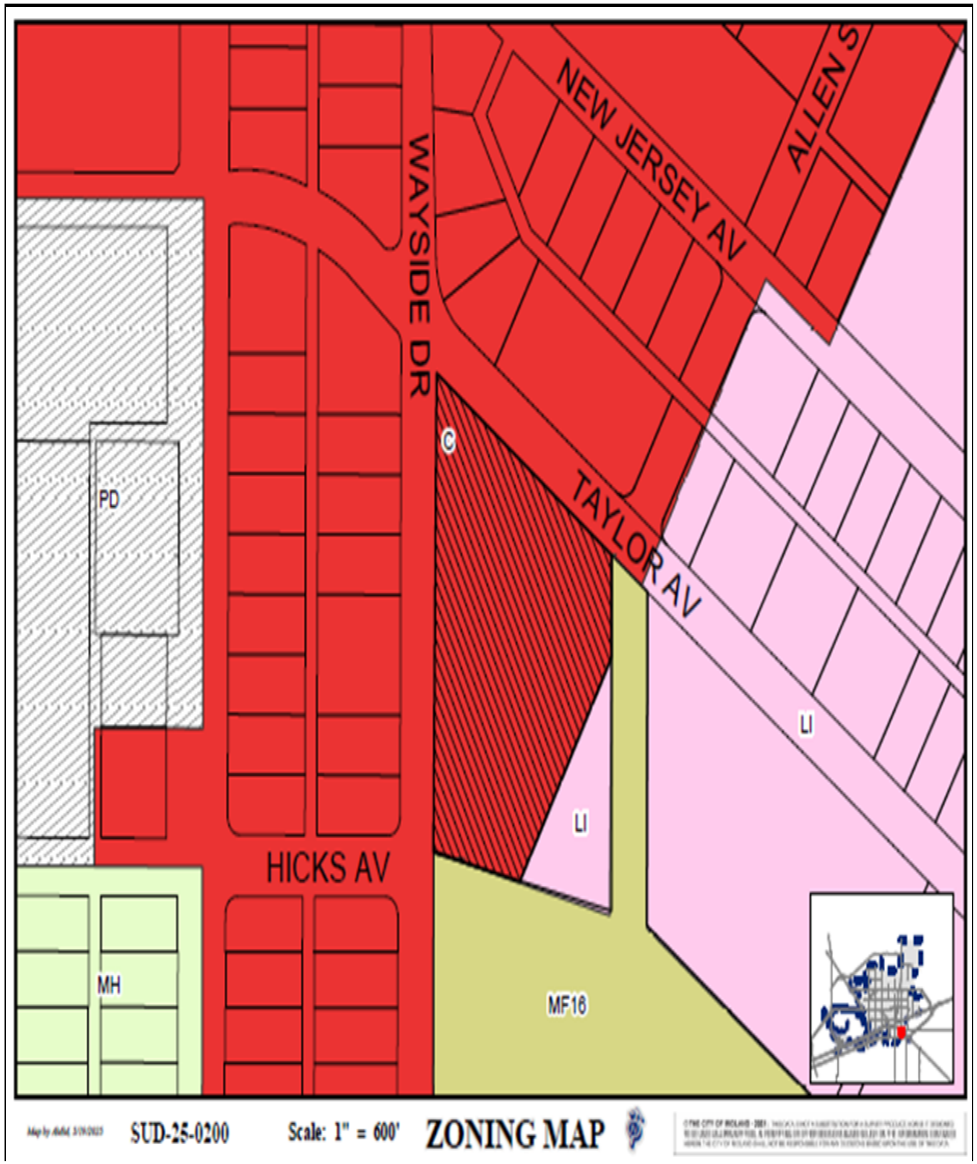
DETAILS OF REQUES

- **Area of Business:** 31,918 SF
- **Serviceable Area:** 10,000 SF
- **Hours of Operation:** Sunday to Friday from 2 p.m. to 1 a.m.
- Saturdays from 2 p.m. to 2 a.m.
- **Proposed Hours of Alcohol Service:** Sunday to Friday from 2 p.m. to 1 a.m. Saturdays from 2 p.m. to 2 a.m.



ZONING

- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
  - **North and West:** C, Commercial District
  - **South:** MF16, Multiple Family District
  - **East:** LI, Light Industrial District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



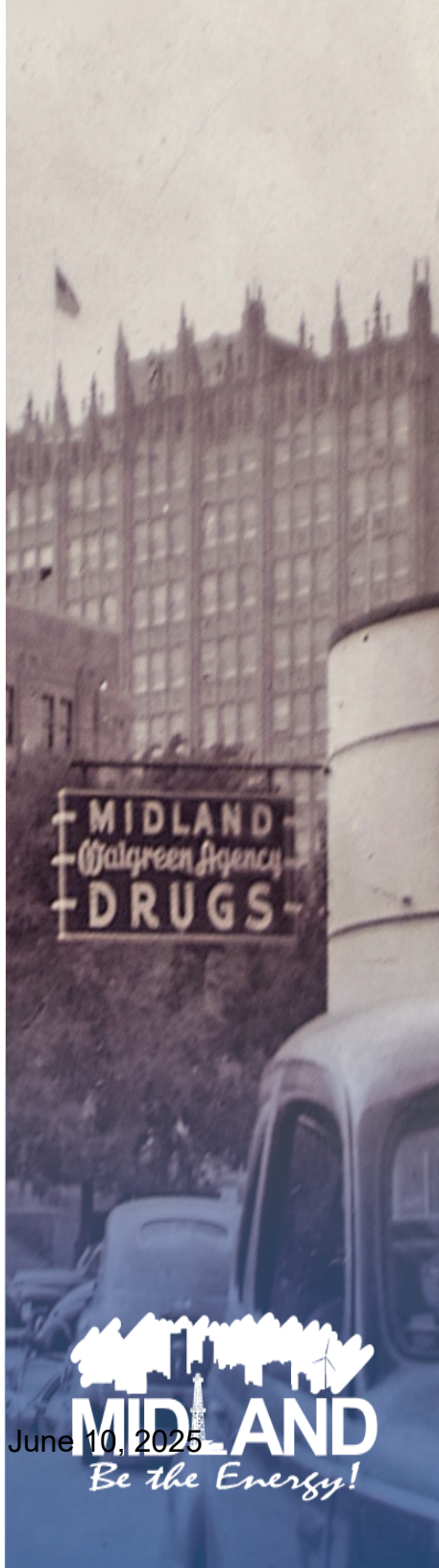
LAND USE

- **Current Use:** Bar
- **Surrounding Uses:**
  - **North:** Inspection Company
  - **South:** Apartment Building
  - **East:** Vacant
  - **West:** Mobile Homes
- **Proposed Use:** Expand sales of alcohol

On East Taylor Avenue, Looking South

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



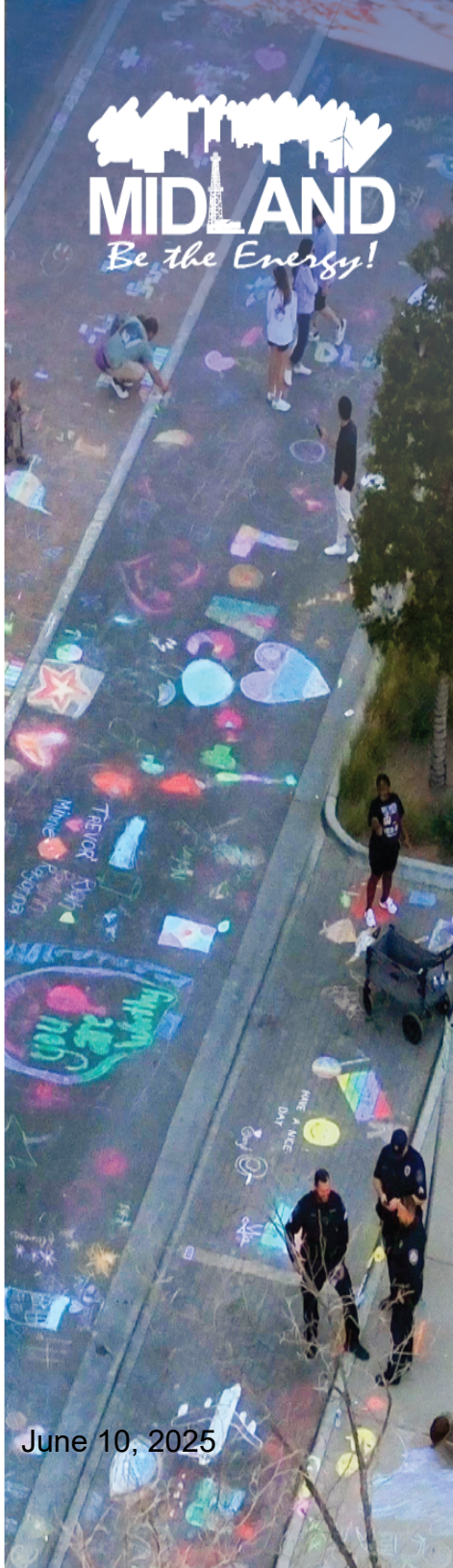
PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on June 2, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area shall be limited to approximately 10,000 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes. No portion of the Establishment's serviceable area shall be located on any portion of the Property zoned LI, Light Industrial District.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Friday from 2:00 p.m. to 1 a.m. Saturdays from 2:00 p.m. to 2:00 a.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.

STAFF'S RECOMMENDATION

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

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.

STAFF'S RECOMMENDATION

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.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 26

Meeting Date: June 10, 2025

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 COMMUNITY DEVELOPMENT BLOCK GRANT PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE, AND RECOMMENDATIONS REGARDING THE 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION SUBMISSIONS AND THE FIRST YEAR ACTION PLAN IN ACCORDANCE WITH THE 2025-2030 FIVE-YEAR CONSOLIDATED PLAN (PUBLIC HEARING ONLY) (DISTRICT: NONE) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

The purpose of the public hearing is to allow the citizens to participate in the development of the City's 2025/2026 Community Development Program and the First-Year Action Plan to the Five Year Consolidated Plan 2025-2030. Past usage of Community Development Block Grant (CDBG) funds, community development and housing needs, and proposed uses of 2025/2026 CDBG funds will be discussed. The CDBG prioritization committee will convene at the earliest possible date to review and make recommendations for funding to the full council.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No fiscal impact to the City of Midland Budget.

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

The City anticipates receiving approximately **$973,186** from the U.S. Department of Housing and Urban Development (HUD) for Program Year 2025. With an additional **$50,000 in program income** and **$200,000 in prior-year fund balance**, total available CDBG funds amount to **$1,223,186**. In accordance with HUD requirements, at least 70% of CDBG funds must be allocated to activities that benefit low- and moderate-income residents.

The **application period for 2025–2026 CDBG funding opened April 1 and closed April 26, 2025**. A total of **18 applications** were received, requesting approximately **$2,081,333** in funding—significantly more than the amount available. Applications represent a wide range of eligible uses, including housing rehabilitation, infrastructure, public services, park improvements, and economic development.

As part of the City's annual outreach process:

- In **January**, staff presented an overview of the CDBG cycle and timeline to City Council.
- In **March**, the City held public input meetings and conducted community surveys to identify priority needs. A public notice was published in the *Midland Reporter-Telegram* (MRT) to promote participation.
- In **April**, the official application window was publicly noticed in the *MRT*, including opening and closing dates.
- The 2025/2026 application period ran from April 1 through April 26, during which time 18 applications were received, as detailed below.
- Throughout the year, staff provides regular updates to local partners, including monthly briefings at the Homeless Coalition whose members include service providers across the community.
- In **June**, two public hearings are held (including this meeting) to provide an opportunity for public input on the submitted applications and their alignment with community priorities.
- Following the hearings, the draft Annual Action Plan will be made available for a **30-day public comment period**, posted at City Hall, both public libraries, community centers, and on the City's website.
- After the comment period, the plan will be finalized and submitted to HUD by the **August 15, 2025** deadline.

This outreach process is designed to ensure transparency, comply with federal regulations, and encourage meaningful community participation. The following is a summary of the applications received:

Community Programs & Support Initiatives

1. **Casa de Amigos – SE Senior Center Nutrition Program**
    - ***Request: $70,000***
    - Program Budget: $308,500
    - Provides daily meals and food boxes to approximately 300 seniors across three sites.

2. **Casa de Amigos – Home Cleaning Program**
    - ***Request: $60,000***
    - Program Budget: $132,400
    - Deep cleaning and routine maintenance services for 106 low-income seniors and disabled adults.
3. **Casa de Amigos – Senior Arts Program**
    - ***Request: $15,000***
    - Program Budget: $22,000
    - Weekly arts programming (pottery, painting, quilting) for ~90 elderly and disabled residents at the City of Midland senior centers.
4. **Mission Center Adult Day Service – Take Home Terrific Program**
    - ***Request: $46,000***
    - Program Budget: $129,000
    - Evening meal delivery and wellness checks for 80 mobility-impaired individuals.
5. **Senior Life Midland – Share A Meal (Meals on Wheels) Program**
    - ***Request: $60,003***
    - Program Budget: $60,003
    - Delivers 975 meals per day to homebound seniors, including weekend frozen meals.
6. **The Salvation Army – Nutrition & Support Services for Homeless**
    - ***Request: $200,000***
    - Program Budget: $445,000
    - Provides ~7,650 meals per month and kitchen personnel for the feeding program, a portion of the organization's Homeless and Indigent Program which serves ~3,060 low-income individuals each month.
7. **West Texas Food Bank – Drive-Thru Food Distribution Pantry Program**
    - ***Request: $81,000***
    - Program Budget: $280,000
    - Provides 25 to 30 pound pantry boxes to ~3,000 low-income individuals through a drive-thru and partner distribution sites.
8. **Church on Wheels – Breaking Bread Ministries Oven Replacement**
    - ***Request: $25,000***
    - Project Budget: $25,000
    - Replacement of inoperable ovens used to prepare meals for those experiencing homelessness.
9. **WeeCare, Inc. – Upwards' BOOST Program**
    - ***Request: $64,000***
    - Program Budget: $109,622
    - Microenterprise technical assistance and business support for 8 licensed in-home childcare providers benefiting 100 families.

Facilities & Park Improvements

1. **City of Midland Parks & Recreation – MLK Recreation Center Stage Renovation**
    - ***Request: $50,000***

- Project Budget: $50,000
- ADA upgrades and improvements to the stage floor, curtains, and aesthetics at MLK auditorium.

2. **City of Midland Parks & Recreation – Washington, Hidalgo, and Hogan Park Amenities & Solar Lighting**
   - ***Request: $80,000***
   - Project Budget: $80,000
   - Picnic tables for Washington, Hidalgo, and Hogan Parks and solar lights for Dunagan Park.
3. **City of Midland Parks & Recreation – Hidalgo Park Restroom Replacement**
   - ***Request: $275,000***
   - Project Budget: $275,000
   - New restroom facility to serve park visitors, particularly children and families.
4. **City of Midland Housing Authority – Langtry Village Apartments Appliance and Fire Door Upgrades**
   - ***Request: $109,330***
   - Project Budget: $109,330
   - Replacement of outdated kitchen appliances in 85 units and installation of 25 HUD-compliant fire exit doors at a housing facility for elderly and disabled residents.
5. **City of Midland Housing Authority – Village Square Apartments HVAC System Replacement**
   - ***Request: $100,000***
   - Project Budget: $421,800
   - Replaces aging HVAC systems in 133 low-income units originally built in 1959.

Infrastructure Improvements

1. **Midland Habitat for Humanity – Fairgrounds Road Subdivision Infrastructure**
   - ***Request: $400,000***
   - Project Budget: $4,000,000
   - Street, sewer, water, curb, and site improvements for 100-lot affordable housing subdivision.
2. **City of Midland Engineering – S. Benton Street Sidewalk and Utility Improvements**
   - ***Request: $196,000***
   - Project Budget: $196,000
   - Utility upgrades and the installation of sidewalks on the eastside of S. Benton St from Indiana Ave to S. California St.

Housing Assistance

1. **City of Midland Community Development – First-Time Homebuyer Assistance Program**
   - ***Request: $150,000***
   - Program Budget: $150,000
   - Down payment assistance for 10 low-income first-time homebuyers.

2. **City of Midland Community Development – Minor Home Repair Assistance Program**
    - ***Request: $100,000***
    - Program Budget: $100,000
    - Up to $7,000 for critical home repairs for 14 low-income, owner-occupied homes.

City Manager's Office

STAFF REPORT

CDBG FUNDING

(HUD Grant PY2025) $973,186
$200,000 Available Funds to Commit to Activities
Program Income (PI) $50,000
Total $1,223,186

Request For CDBG Funding
$2,081,333

CDBG

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 conduct the HAP and are paid for 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.

CDBG

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 $7,000 in assistance can be provided to a homeowner.

Budget. The requested funds could assist 14 households during the year. The CDBG Division 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.

CDBG

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 300 seniors at three neighborhood locations are expected to benefit from the lunchtime meal program and take-home food boxes to supplement their nutritional needs. The grant allows for the purchase of perishable and nonperishable food Items, as well as staff preparation time when necessary. Meals are contracted daily with a local catering company and reviewed by a certified nutritionist.

Budget: Program cost $308,500 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 high priority objective.

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.

CDBG

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 120 low-moderate income 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 $132,400 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 high priority objective.

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

CDBG·

NAME: Senior Arts Program **Request: $15,000**

APPLICANT: Casa de Amigos

Description: Casa de Amigos requests funds to support its Senior Center Community Arts Program. The program's objective is to effect positive coping skills, reduce stress, and enhance self-esteem through art mastery. (60+ years of age) and disabled individuals. Services include material cost for pottery, painting, quilting on a weekly basis. It is expected that 90 clients will be assisted during the year.

Budget: Program cost $22,000 includes equipment, 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 moderate priority objective.

Other Comments: As a new program, this request is subject to the potential need for the operator to secure replacement funding.

CDBG

NAME: Take Home Terrific Program **Request: $46,000**

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 107 projected individuals who have some type of mobility dysfunction or health issue that would keep them from meeting their nutritional needs. The grant allows for the purchase of perishable and nonperishable food items, as well as staff preparation time when necessary. 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 $129,000 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 high priority objective.

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: $50,000

APPLICANT: Parks & Recreation

Description: Renovation on MLK Center auditorium stage, auditorium ADA safety improvements, stage floor resurfacing, curtains, and stage esthetics.

Budget: MLK/Center multiple projects $50,000

Eligibility: Multi-Purpose Public Facility. Develop public facilities where youth/adult programming, and other community services.

Consolidated Plan: Per 24 CFR 570.201(e), Multi-Purpose Public Facility are eligible for CDBG funding objective.

Other Comments: The City of Midland Parks and Recreation Divisions are working to provide improvements to the Martin Luther King Community Center. Improvements to community & recreational facilities in low-moderate income areas are a high priority objective.

NAME: City of Midland Parks & Recreation Request: $80,000

APPLICANT: Parks & Recreation

Description: Furniture (Picnic Tables) at Washington Park, Hidalgo Park, Hogan Park and Solar Lights at Dunagan Park

Budget: Multiple projects for outdoor recreation: $80,000

Eligibility: Multi-Purpose Public Facility. Develop public facilities where youth/adult 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 requesting funding for outdoors improvements to Washington Park, Hidalgo Park, Hogan Park and Solar Lights at Dunagan Park Systems. Improvements to recreational facilities in low-moderate income areas are a high priority objective.

NAME: City of Midland Parks & Recreation Request (Hidalgo Park): $275,000

APPLICANT: Parks & Recreation

Description: Install new restroom at Hidalgo Park for children/families.

Budget: Dunagan Park: $275,000

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: $80,000**

APPLICANT: West Texas Food Bank

Description: The WTFB is operating a drive-through food distribution pantry. Approximately 3,000 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 perishable 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, bread, and dairy.

Budget: Project Cost $280,000 and WTFB is requesting $81,000 dollars to be used to purchase and distribute perishable food items. The meals are estimated at $9.00 per meal; personnel, transportation, and administrative overhead are not included in the grant.

Eligibility: Per 24 CFR 570.201(e), Indigent and low-moderate income individuals are considered by HUD as an essential 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: Midland Habitat for Humanity **Request: $400,000**

APPLICANT: Affordable Housing Infrastructure (Fairgrounds Road Subdivision)

Description: The new development is a 100-lot subdivision at 3100 N. Fairgrounds Road just off (North Fairgrounds and Cynthia Dr.). Midland Habitat is constructing 100 affordable housing subdivision, and the requested funding will be used for street, curb, gutter, sewer, water and general groundwork improvements (concrete slabs).

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. Midland Habitat for Humanity is currently receiving CDBG grant funds in (PY24) for the Cynthia Street Subdivision in the amount of $381,000. This development will increase the tax base by approximately $20,000,000 and improve a neighborhood that needs revitalization.

NAME: City of Midland Engineering Department **Request: $196,000**

APPLICANT: Engineering Department

Description: S. Benton Street sidewalk & Infrastructure improvements will be performed on east side of the street from 300 block Indiana Ave to 700 block of S. California St.

Budget: Estimate $196,000

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 Engineering Department will use the funding specifically for improved utilities and roads in the area.

NAME: City of Midland Housing Authority **Request: $100,000**

APPLICANT: Hellinghausen Hope, Inc. Dba Village Square Apartments

Description: Removal and replacement of old HVAC systems in the 133 units of low-moderate income housing.

Budget: Project Cost $421,800

Eligibility: Per 24 CFR 570.201**(m),** Multifamily UM income housing developments structural and essential improvements are an eligible activity in accordance with HUD National Objectives.

Consolidated Plan: Housing for low-moderate income families with children is considered a high priority.

Other Comments: Village Square was built in 1959 and provides rent reduced housing for 133 qualified low-income families. The HVAC systems are old and malfunctioning at an accelerated rate. Village Square wishes to replace all the units with energy-efficient models.

NAME: WeeCare, Inc (BOOST) **Request: $64,000**

APPLICANT: WeeCare, Inc

Description: The Upwards' BOOST program provides technical assistance and business support to childcare providers who run home daycares. BOOST will stabilize 8 in-home daycares, create 3 jobs, and benefit 100 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 $109,622

Eligibility: Per 24 CFR 570.201 - the CDBG objectives of benefiting low-and-moderate income people shall be met in accordance with HUD National Objectives.

Consolidated Plan: Public Services is a high priority for low-moderate income families with children.

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: 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 3,060 low-income individuals are expected to be served each month, food boxes, clothing, hygiene products and kitchen staff salaries during the program year.

Budget: CDBG funds would be used to pay for an average 7,650 meals per month and kitchen 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 $445,500 primarily generated from contribution and federal grants for the homeless.

NAME: City of Midland Housing Authority **Request: $109,330**

APPLICANT: Langtry Village Apartments

Description: Langtry Village Apartments request replacement of outdated appliances (Refrigerators, Stoves) in 85 units and install 25 HUD-compliant fire exit doors at a housing facility for elderly and disabled residents, enhancing safety, energy efficiency, and quality of life for a vulnerable population

Budget: Project cost $109,330

Eligibility: Per 24 CFR 570.201(e), Disabled facilities for citizens experiencing hardships is considered by HUD a high priority. Disable and senior services are considered by HUD as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions.

Consolidated Plan: Services benefiting elderly and handicapped individuals are a priority of community needs.

Other Comments: The proposed project will replace outdated, inefficient kitchen appliances in all 85 units and install 25 HUD-compliant fire exit doors across the property. These upgrades are necessary to improve resident safety, reduce energy costs, and ensure code compliance. Many appliances are past their useful life, contributing to elevated utility bills and frequent maintenance needs. Several fire exit doors are deteriorated, improperly labeled, or do not meet fire safety code requirements. These conditions put residents at risk and may pose liability issues if left unaddressed.

CDBG

NAME: Senior Life Midland Share a Meal Program **Request: $60,003**

APPLICANT: Senior Life Midland

Description: The objective of Meals on Wheels/Share A Meal Program is to promote better mental and physical health for homebound people through nutritious meals and social activities daily and provide prepared frozen meals on the weekend. The program provides 975 seniors meals per day.

Budget: Meals On Wheels/ Share A Meal Program $60,003.

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 people.

Other Comments: The program is designed to reduce the recurring chronic illnesses associated with heart disease, stroke, cancers diabetes and osteoporosis related to poor diets.

NAME: Breaking Bread Ministries **Request: $25,000**

APPLICANT: Church on Wheels

Description: Replace existing ovens that are old, stained, and broken with operational deficiencies.

Budget: Facility budgeted projections of $25,000

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.

MIDLAND
Be the Energy!

CDBG FIRST YEAR ACTION PLAN TO THE FIVE-YEAR CONSOLIDATED PLAN 2025-2023

Visit Our Website
MIDLANDTEXAS.GOV

STRATEGIC PLAN CONNECTION

Goal 2. Set the Standard for a Safe and Secure City

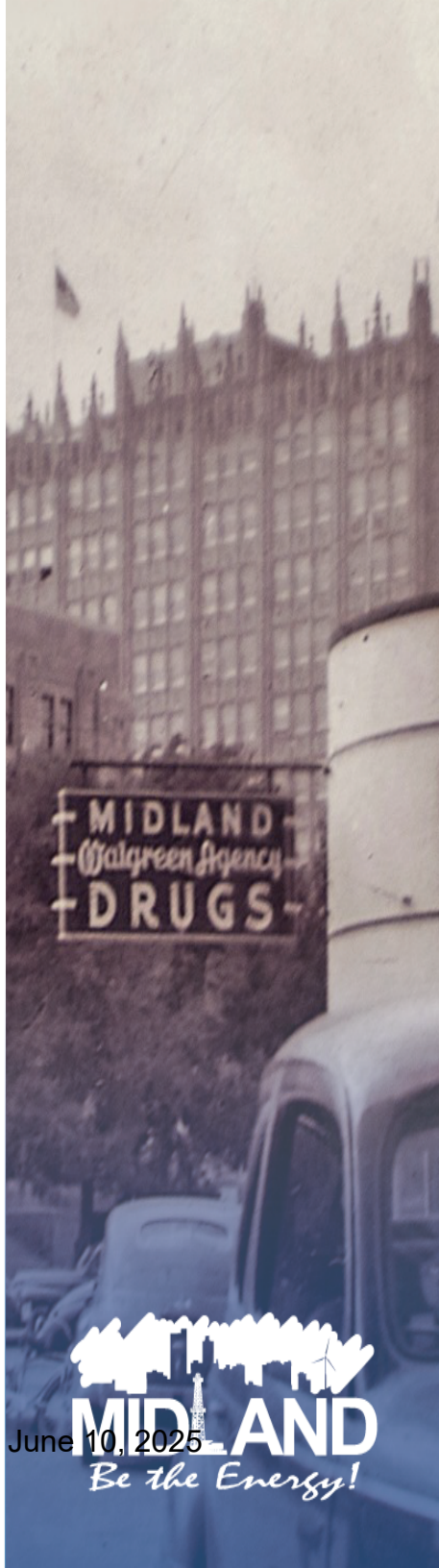
- 2.4 Revitalize neighborhoods

Goal 3. Quality of Life and Place for Recruitment and Retention

- 3.3 Create an attractive and ***inclusive*** living environment

Goal 4. Transparent and Consistent Communication

- 4.4 Advance Two-Way Communication of Key Message



WHERE WE ARE IN THE PROCESS

Hold **first public hearing** (June 10th) to:

- Present 2025-2026 CDBG proposals (18 applications)
- Gather public input to guide funding decisions
- Begin formulation of the First Year Annual Action Plan (PY2025) as part of the Five-Year Consolidated Plan (PY2025–PY2030)

FIRST YEAR ACTION PLAN

- Outlines specific priorities and objectives for Program Year 2025
- Details how HUD-Community Development Block Grant (CDBG) funds will be allocated through contracts
- **Identifies programs and activities that meet community development needs**
- Supports implementation of the Five-Year Consolidated Plan (2025–2030)

FEDERAL PROGRAM OBJECTIVES & OUTCOMES

Each activity must meet:

- **One of three federal objectives:**
  1. Decent Housing
  2. Suitable Living Environment
  3. Economic Opportunity
- **And one of three outcomes:**
  1. Availability / Accessibility
  2. Affordability
  3. Sustainability

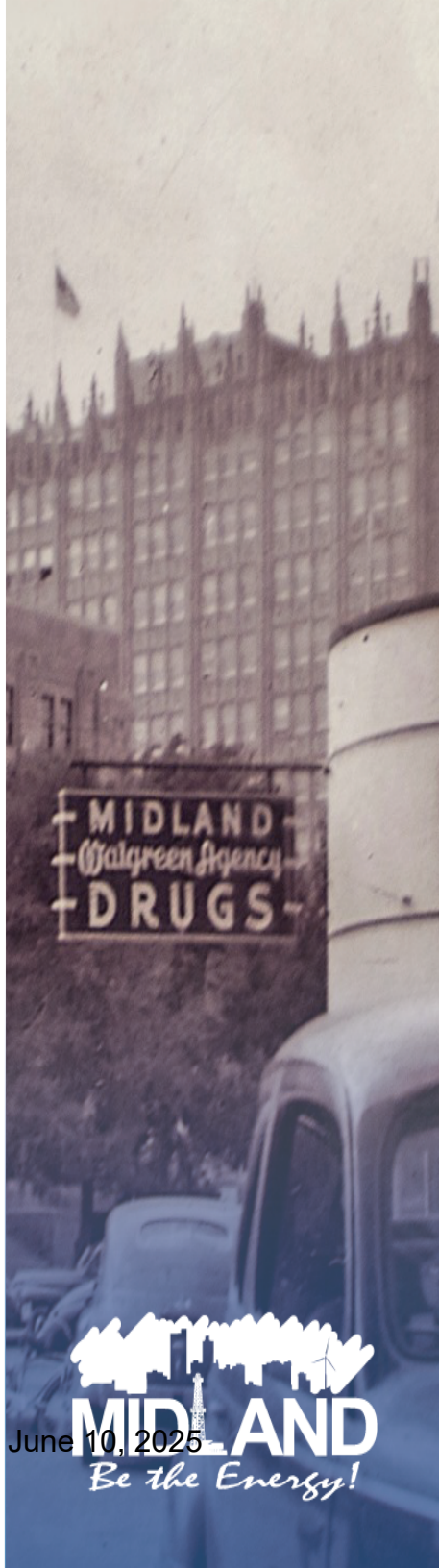
PROGRAM OVERVIEW (PY25)

Estimated HUD Allocation	$973,186
Program Income	$50,000
Prior-Year Fund Balance	$200,000
Total Available	**$1,223,186**

- 18 applications received; **$2,081,333** requested
- Application Period: April 1 – 25, 2025
- Public outreach conducted through meetings, surveys, and MRT notice

SUMMARY OF APPLICATIONS BY CATEGORY (PY25)

- **Community Programs & Support Initiatives**
  9 applications | ***$621,003*** requested | 7 organizations
- **Facilities & Park Improvements**
  5 applications | ***$614,330*** requested | 2 organizations
- **Infrastructure Improvements**
  2 applications | ***$596,000*** requested | 2 organizations
- **Housing Assistance**
  2 applications | ***$250,000*** requested | 1 organization



COMMUNITY PROGRAMS & SUPPORT INITIATIVES

1. **Casa de Amigos – SE Senior Center Nutrition Program**
   Request: ***$70,000*** | Program Budget: $308,500
   Provides daily meals and food boxes to ~300 seniors across three sites.
2. **Casa de Amigos – Home Cleaning Program**
   Request: ***$60,000*** | Program Budget: $132,400
   Deep cleaning and maintenance for 106 low-income seniors and disabled adults.

COMMUNITY PROGRAMS & SUPPORT INITIATIVES

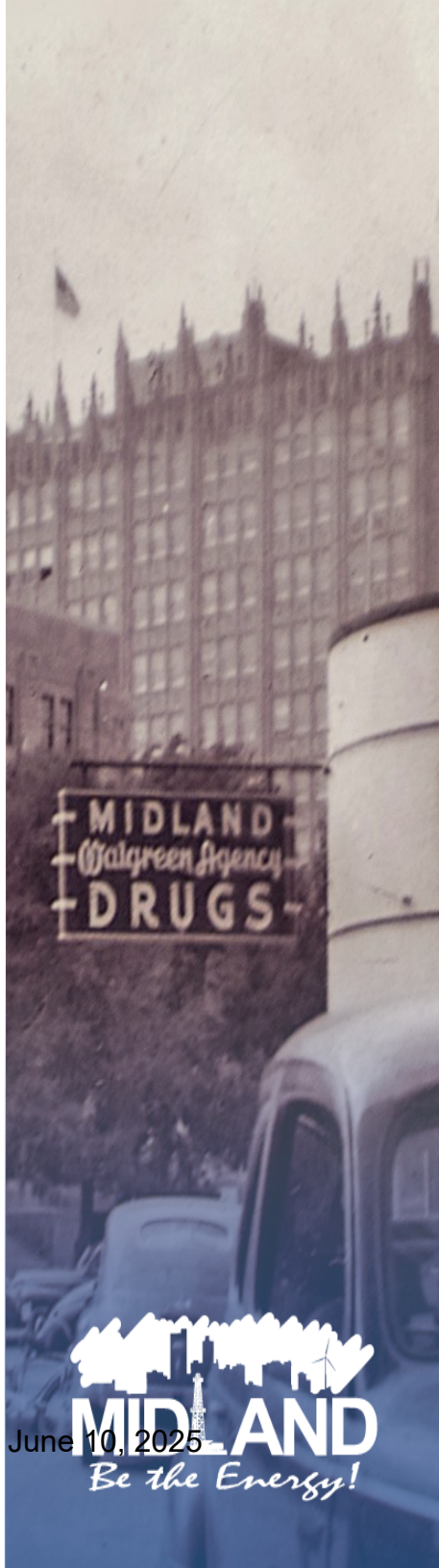
3. **Casa de Amigos – Senior Arts Program**
   Request: ***$15,000*** | Program Budget: $22,000
   Weekly arts programs for ~90 elderly and disabled residents at Midland senior centers.
4. **Mission Center Adult Day Service – Take Home Terrific Program**
   Request: ***$46,000*** | Program Budget: $129,000
   Evening meal delivery and wellness checks for 80 mobility-impaired individuals.

COMMUNITY PROGRAMS & SUPPORT INITIATIVES

5. **Senior Life Midland – Share A Meal (Meals on Wheels) Program**
   Request: ***$60,003*** | Program Budget: $60,003
   Delivers 975 meals per day to homebound seniors
6. **The Salvation Army – Nutrition & Support Services for Homeless**
   Request: ***$200,000*** | Program Budget: $445,000
   Provides ~7,650 meals/month and staffing for homeless feeding program serving ~3,060

COMMUNITY PROGRAMS & SUPPORT INITIATIVES

7. **West Texas Food Bank – Drive-Thru Food Pantry**
   Request: ***$81,000*** | Program Budget: $280,000
   Distributes 25–30 lb. pantry boxes to ~3,000 low-income individuals via drive-thru and partners.
8. **Church on Wheels – Breaking Bread Ministries Oven Replacement**
   Request: ***$25,000*** | Project Budget: $25,000
   Replaces inoperable ovens used to prepare meals for people experiencing homelessness.



COMMUNITY PROGRAMS & SUPPORT INITIATIVES

9. **WeeCare, Inc. – Upwards' BOOST Program**
   Request: ***$64,000*** | Program Budget: $109,622
   Microenterprise technical assistance for 8 licensed in-home childcare providers serving 100 families.

FACILITIES & PARK IMPROVEMENTS

1. **City of Midland Parks & Recreation – MLK Rec Center Stage Renovation**
   Request: ***$50,000*** | Project Budget: $50,000
   ADA upgrades and stage enhancements at MLK
2. **City of Midland Parks & Recreation – Park Amenities & Solar Lighting**
   Request: ***$80,000*** | Project Budget: $80,000
   Picnic tables for Washington, Hidalgo, Hogan Parks, and solar lighting at Dunagan Park

FACILITIES & PARK IMPROVEMENTS

3. **City of Midland Parks & Recreation – Hidalgo Park Restroom Replacement**
   Request: ***$275,000*** | Project Budget: $275,000
   New restroom facility for park users
4. **City of Midland Housing Authority – Langtry Village Upgrades**
   Request: ***$109,330*** | Project Budget: $109,330
   New appliances in 85 units and 25 HUD-compliant fire exit doors for elderly/disabled housing.

FACILITIES & PARK IMPROVEMENTS

5. **Midland County Housing Authority – Village Square HVAC Replacement**
   Request: ***$100,000*** | Project Budget: $421,800
   Replacement of aging HVAC systems in 133 low-income housing units built in 1959

INFRASTRUCTURE IMPROVEMENTS

1. **Midland Habitat for Humanity – Fairgrounds Subdivision Infrastructure**
   Request: ***$400,000*** | Project Budget: $4,000,000
   Streets, sewer, water, curbs, and grading for 100-lot affordable housing development.
2. **City of Midland Engineering – S. Benton Street Sidewalk & Utilities**
   Request: ***$196,000*** | Project Budget: $196,000
   Sidewalks and utility improvements from Indiana Ave to S. California St.

HOUSING ASSISTANCE

1. **City of Midland Community Development – First-Time Homebuyer Program**
   Request: ***$150,000*** | Program Budget: $150,000
   Down payment assistance for 10 low-income first-time homebuyers.
2. **City of Midland Community Development – Minor Home Repair Program**
   Request: ***$100,000*** | Program Budget: $100,000
   Up to $7,000 per home for repairs to 14 low-income owner-occupied residences.

NEXT STEPS

Public Hearing #1 (June 10)

↓

Publish Draft Action Plan (June – July)

↓

Committee Prioritization Meeting(s) (June – July)

↓

Public Hearing #2 (June 24)

↓

City Council Considers Final Action Plan (August 12)

↓

Submit Final Action Plan to HUD (by Aug 15)

↓

Begin Funded Projects (starting Oct 1)

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 27

Meeting Date: June 10, 2025

To: City Council / City Manager

From: Elizabeth Triggs, Director

Subject: RECEIVE, DISCUSS, AND TAKE ACTION ON A STAFF PRESENTATION ON A LONG-TERM WATER ACCESS AND SUSTAINABILITY PLAN FOR NORTHEAST MIDLAND, SOUTH OF LOOP 250 AND EAST OF FAIRGROUNDS ROAD (DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

To provide an update on planning efforts to extend water infrastructure in Northeast Midland—specifically south of Loop 250 and east of Fairgrounds Road—to support current development and enable future growth within and adjacent to the City limits.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

None at this time.

Strategic Priority:

(Strengthen and Sustain Our Infrastructure)

Discussion:

City staff has initiated early planning to extend municipal water service across Loop 250, south to Todd Dr. This extension would address existing development needs and support the buildout of more than 400 acres of land, much of which is vacant or underutilized. Some of this land lies outside the City limits but could become more viable for voluntary annexation if water infrastructure is available—creating long-term opportunities to expand the City's tax base and

recover infrastructure investments through property and sales tax revenues.

This effort supports **Strategic Plan Goal 6.6: Strategize for and Monitor City Growth**, which emphasizes proactive planning. By aligning utility work with TxDOT's scheduled improvements to Loop 250, the City could avoid an estimated $2 million in future utility costs and minimize disruption from multiple construction phases.

This approach builds on the model used for the Todd Bridge Overpass Project, where a $1 million local investment helped secure $26 million in state funding for a major transportation upgrade.

If pursued, the project could provide the following benefits:

- Coordinate infrastructure delivery with roadway construction to reduce total cost and disruption;
- Improve water access for development in an underserved but growing area;
- Enable the buildout of over 400 acres for future residential growth, supporting responsible and balanced growth;
- Generate long-term revenue opportunities through expanded city limits and tax base;
- Provide a feasible solution to groundwater limitations affecting existing development in the area by enabling a service connection, the cost of which would be borne by property owners and the participating subdivision developer.

Staff is in the early stages of evaluating feasibility, cost, and timing. This update is being provided to ensure visibility into the planning process and alignment on next steps as options to address this critical and time-sensitive infrastructure priority are further developed.

City Manager's Office

Date: June 5, 2025

To: The Honorable Mayor and Council

From: Rachel Guentensberger, Deputy City Secretary

Subject: Midland Spaceport Development Corporation Board Appointment

Dear Council,

Included with this memo are the proposed reappointment recommendations of:

- John Trischitti III
- Claudius Sanchez Czyzewska
- Stephen Lowery
- Frank Tarzian
- Ed Anderson

to the Midland Spaceport Development Corporation Board.

Midland Spaceport Development Corporation:

1 – Reappointment of John Trischitti III, Claudius Sanchez Czyzewska, Stephen Lowery, Frank Tarzian and Ed Anderson effective 06/11/2025.

MIDLAND SPACEPORT DEVELOPMENT CORPORATION - (Decision Making)

-

Reso 2013-325 - 9/2013

**RESOLUTION 2023-154 -"That it shall be the policy of the City of Midland that a person may not simultaneously serve on more than one (1) City board or commission that possesses final decision -making authority". **

Term / membership:	*Seven (7) members, 4 appointed by City of Midland & 3 appointed by Midland County - two-year terms*
Meetings:	*Meets the second Thursday of the first month of each quarter in the City Hall basement Conference room, 300 N Loraine*
Board responsibilities:	*Supports the creation and development of spaceport projects in Midland, Texas, and for any lawful purpose permitted by Texas Nonprofit Corporation Law.*

	Appt Date	Term Expires	Eligibility Expires
Frank Kisner (City)**	**4/2023**	**6/01/2025**	**Resignation**
Stephen Lowery (County)	*2/2024	(unexpired term ends) 6/01/2025	6/1/2027
Frank Tarzian (County)	*2/2024	(unexpired term ends) 6/1/2025	6/1/2027
Ed Anderson (County)	4/2023	6/1/2025	6/1/2027
John Trischitti III (City)	11/2023	6/1/2025	6/1/2027
Claudius Sanchez Czyzewska (City)	11/2023	6/1/2025	6/1/2027
Dann Schantz (City)	11/2024	6/1/2026	6/1/2028

**Indicates appointment to an unexpired term.*

***Indicates resignation from the board.*

Justine Ruff (Staff Liaison)

Eligibility Requirements: None